



# CONTRACT DOCUMENTS

City of Kingman Project Number  
ENG23-0032

Community Development Block Grant  
CDBG #128-21

CITY OF KINGMAN  
ANDY DEVINE ROAD, HALL  
STREET, AND JOHNSON  
AVENUE ADA  
IMPROVEMENTS

July 2023

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**KEN WATKINS**  
Mayor

**CHERISH SAMMELI**  
Vice Mayor

**CAMERON PATT**

**KEITH WALKER**

**SHAWN SAVAGE**

**SMILEY WARD**

**JAMIE SCOTT STEHLY**

## **Council Members**

**RON FOGGIN**  
City Manager

**ROB OWEN**  
Public Works Director

**PHILIP ALLRED, PE**  
City Engineer

**ANNIE MEREDITH**  
City Clerk



City of Kingman, Engineering Division  
310 North Fourth Street, Kingman, Arizona 86401  
(928) 753-8122, Fax (928) 753-8118  
[www.cityofkingman.gov](http://www.cityofkingman.gov)



## **SPECIAL NOTICE**

BIDDER'S ATTENTION IS CALLED TO THE FACT THAT ALL BIDS MUST BE COMPLETED ON THE PROPOSAL FORMS PROVIDED.

NO SUBSTITUTIONS OR ALTERATIONS WILL BE ACCEPTED.

BIDS WILL BE RETURNED UNOPENED IF NOT SUBMITTED PROPERLY SEALED.

BIDS RECEIVED AFTER THE DEADLINE WILL BE RETURNED UNOPENED.

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## **ADVERTISEMENT FOR BIDS**

**ISSUED BY: THE CITY OF KINGMAN, 310 N. FOURTH ST., KINGMAN, ARIZONA**

**ISSUE DATE: July 12, 2023**

**PUBLISH DATE: July 16, 2023**

**2<sup>ND</sup> PUBLISH DATE: July 23, 2023**

### **TO: POTENTIAL BIDDERS**

The City of Kingman has been awarded Federal Community Development Block Grant (CDBG) funds through the Arizona Department of Housing (ADOH) and will accept sealed Bids from qualified firms at the office of the City Clerk at 310 North Fourth Street, Kingman, AZ 86401, until 1:30 PM Local Time on **August 24, 2023 (Thursday)**.

Bids will be opened and read aloud. Bids received after the deadline will be returned unopened.

**Project Description:** The project is generally located within the boundaries of Andy Devine Avenue beginning at Hall Street and continuing approximately 1,200 linear feet east to Johnson Avenue, Johnson Avenue beginning at Andy Devine Road and continuing approximately 900 feet west to Hall Street, Hall Street beginning at Johnson Avenue and continuing approximately 800 feet south to Andy Devine Road and includes portions of Stockton Hill Road and Broadway Avenue. The work generally consists of Americans with Disabilities Act (ADA) roadway improvements including removal of existing pavement, driveways, sidewalks and other existing improvements and reconstructing the public access portion of the roadway with new asphalt pavement, sidewalks, driveways, ramps, drainage, and other improvements to improve public access facilities to meet ADA compliance.

Work shall be completed within 180 calendar days, beginning with the day following the starting date specified in the Notice to Proceed.

For additional information on plan and specification review locations and how to obtain plans and specifications, as well as additional bidding procedures contact:

The City Engineer, (928) 753-8122 or the City Project Manager (928) 692-3106 or obtain bid documents at 220 N. Fourth Street, City of Kingman Engineering Department Office, Kingman, AZ 86401 or [www.cityofkingman.gov](http://www.cityofkingman.gov).

Bids must be submitted on the Proposal Form provided and be accompanied by an Unconditional Certified Check, Cashier's Check, or Bid Bond for not less than Ten Percent of the total bid, payable to the City of Kingman, Arizona.

The right is hereby reserved to accept or reject any or all bids or parts thereto, to waive any informality in any proposal and reject the bids of any persons who have been delinquent or unfaithful to any contract with the City of Kingman.

The City will conduct a Non-mandatory Pre-Bid Conference via zoom on Thursday, July 27, 2023 beginning at 10:00 a.m. local time.

To register for the meeting and obtain the zoom link please contact Project Manager, Curtis Larsen via email at [clarsen@cityofkingman.gov](mailto:clarsen@cityofkingman.gov). Bidders attendance is not required, but encouraged.

**END OF ADVERTISEMENT FOR BIDS**

## INVITATION TO BID

The City of Kingman has been awarded Federal Community Development Block Grant (CDBG) funds through the Arizona Department of Housing (ADOH) and will accept sealed Bids from qualified firms at the office of the City Clerk at 310 North Fourth Street, Kingman, AZ 86401, until 1:30 PM Local Time on **August 24, 2023 (Thursday)**.

Bids will be opened and read aloud. Bids received after the deadline will be returned unopened.

**Project Description:** The project is generally located within the boundaries of Andy Devine Avenue beginning at Hall Street and continuing approximately 1,200 linear feet east to Johnson Avenue, Johnson Avenue beginning at Andy Devine Road and continuing approximately 900 feet west to Hall Street, Hall Street beginning at Johnson Avenue and continuing approximately 800 feet south to Andy Devine Road and includes portions of Stockton Hill Road and Broadway Avenue. The work generally consists of Americans with Disabilities Act (ADA) roadway improvements including removal of existing pavement, driveways, sidewalks and other existing improvements and reconstructing the public access portion of the roadway with new asphalt pavement, sidewalks, driveways, ramps, drainage, and other improvements to improve public access facilities to meet ADA compliance.

Work shall be completed within 180 calendar days, beginning with the day following the starting date specified in the Notice to Proceed.

The successful proposer will be required to lend all possible assistance in the preparation, investigation and documentation necessary for compliance with all applicable Davis Bacon/Federal Labor Standards, and other requirements of the ARIZONA DEPARTMENT OF HOUSING, CDBG Program. The successful 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 Executive Orders, Administrative Rules and Regulations.

The primary construction contractor is required to have a UEI (Unique Entity Identifier) number and must be registered and current in the federal SAM (System of Award Management) system.

Bid Documents may be obtained beginning July 12, 2023 from the following: City of Kingman Engineering Department, 220 N. 4<sup>th</sup> Street, Kingman, AZ 86401, Phone: (928) 692-3106 or by e-mail at [clarsen@cityofkingman.gov](mailto:clarsen@cityofkingman.gov). **All bidders shall register with the project manager by email only.**

Digital copies of the Bid Documents may be obtained from the City website. There will be no charge for electronic copies of the bid documents. Even though the construction plans and specifications may be obtained from the plan rooms or downloaded from the City's web site, **all bidders will need to get the bidding package directly from the City of Kingman Engineering Department.** This will allow the City to maintain an accurate plan holders list in the event that addendums need to be sent out to all the bidders. Copies of the Bid Documents may be obtained upon receipt of a non-refundable amount of \$75.00; limit two sets.



**The contract documents may be examined at the following location:**

Office of the City Engineer, 220 North Fourth Street, Kingman, AZ 86401 or [www.cityofkingman.gov](http://www.cityofkingman.gov) Refer to other bidding requirements described in the Instructions to Bidders Section of the Contract Documents.

Submit your offer on the Proposal form provided. Bidders may supplement this form as appropriate.

A bid security in the form of a certified check, cashier's check or bid bond in the amount of 10% of the total bid payable to the City of Kingman shall accompany each proposal.

Your offer will be required to be submitted under a condition of irrevocability for a period of 30 days after submission.

The successful bidder will be required to execute the Standard Form of Contract for Construction within Ten calendar days after formal Award of Contract.

The successful bidder, simultaneously with the execution of the Contract, will be required to furnish a Payment Bond in an amount equal to One Hundred Percent of the Contract Price, a Performance Bond in an amount equal to One Hundred Percent of the Contract Price, and Certificates of Insurance.

The City will conduct a non-mandatory Pre-Bid Conference via zoom on Thursday, July 27, 2023 beginning at 10:00 a.m. local time. To register for the meeting and obtain the zoom link please contact the project manager, Curtis Larsen via email at [clarsen@cityofkingman.gov](mailto:clarsen@cityofkingman.gov). Bidders attendance is not required, but encouraged.

The right is hereby reserved to accept or reject any or all bids or parts thereto, to waive any informality in any proposal and reject the bids of any persons who have been delinquent or unfaithful to any contract with the City of Kingman.

**END OF INVITATION TO BID**

## **INSTRUCTIONS TO BIDDERS**

### **BID SUBMISSION**

Sealed bids complete with all required documents will be accepted at the office of the City Clerk at 310 North Fourth Street, Kingman, AZ 86401 until 1:30 PM local time on the **24th** day of **August**, 2023 for the construction of this project.

The following documents need to be submitted as part of the bid:

1. Contractor's Qualification Statement
2. Proposal Form - Acknowledge all addendums or write "NONE" if no addendums.
3. Confirm all math calculations and the total bid amount.
4. Bid Security in the form of bid bond, unconditional certified check or cashier's check payable to the City of Kingman for 5% of the bid amount.
5. Affirmative Action Certification
6. HUD Required Certifications
7. Wage Rate Decision
8. Subcontractors and Material Suppliers List
9. All Federal Davis- Bacon Wage Act Documents, as applicable; LS-2 Contractor's Certification, LS-3 Subcontractor's Certification, LS-4 Payroll Report, LS-5 Statement of Compliance, LS-15 Authorization for Deductions, LS-17 Certification for Applicable Fringe Benefits Payments.
10. Section 3 Assurance and Forms; S3B-1 Assurance, S3B-2 Estimated Project Workforce Breakdown, S3B-3 Business Self-Certification, S3C-1A Worker Self-Certification, S3C-1B Worker Employer Certification, S3C-1C Targeted Section 3 Worker Self-Certification, S3C-1D Targeted Section 3 Worker Employer Certification, S3P-1 Notice - Employment and Training Positions Available, S3P-2 Sample Employment Survey, S3R-1C Contractor Report

Offeror shall provide their Unique Entity Identifier (UEI) as well as a copy of their eligibility verification in Sam.gov.

Offer submitted after the above listed due time shall be returned to the bidder unopened. Alternative proposals will not be considered unless specifically called for. Oral, telephonic, faxed, emailed or modified proposals will not be considered.

Bids will be opened publicly immediately after the bid acceptance time at the 310 North Fourth Street address.

### **PROJECT DETAILS**

The intent of this Bid request is to obtain an offer to furnish any and all required labor, material, construction equipment, transportation and services to construct public access roadway improvements as shown for a stipulated price contract, in strict conformity with the construction plans, specifications and contract documents.

Work for this project must be completed within **one hundred and eighty (180)** calendar days, beginning with the day following the starting date specified in the Notice to Proceed.

## **BID DOCUMENT AVAILABILITY**

Digital Copies of the Bid Documents may be obtained at the City website but bidders shall notify the Engineering Department for an official copy. There will be no charge for emailed copies of the bid documents.

Bid documents should be verified for completeness. If bid documents are found to be incomplete or contain discrepancies or omissions, the City of Kingman should be notified immediately.

## **INQUIRIES/PLAN ADDENDA**

Questions concerning CDBG, Davis-Bacon, or federally funded project requirements need to be directed to Monica Murphy, Grant Administrator, in writing and will be answered by addenda at [mmurphy@cityofkingman.gov](mailto:mmurphy@cityofkingman.gov)

Questions concerning the construction items need to be emailed directly to Curtis Larsen, Project Manager, in writing and will be answered by addenda at [clarsen@cityofkingman.gov](mailto:clarsen@cityofkingman.gov)

Addenda may be issued during the bidding period. All addenda will become part of the contract documents. All plan holders need to make sure that their correct contact information, including email address, are on file with the Engineering Department's Plan Holders List for this project. Addenda to the bid documents, if any, will be distributed to the contacts as listed on the Plan Holders List.

**Verbal answers are not binding on any party.** All clarification requested by bidders must be in writing not less than 7 days before the bid due date. The reply will be in the form of an Addendum, copies of which will be forwarded to all contacts on the Plan Holders List.

## **SITE ASSESSMENT/SUBSURFACE EXAMINATION**

It is recommended that potential bidders examine the project site before submitting a bid.

No Geotechnical report has been completed for this project. The City of Kingman assumes no liability as to actual soil conditions. If bidders desire to make their own soils investigations, they shall obtain the necessary permits from the City as appropriate. It is the responsibility of the bidder to determine the type of material that will be encountered on the project. The City of Kingman will not be responsible for any additional costs associated with the materials encountered. The bidder is hereby notified that excavation in some areas may be in rock. Investigation of subsurface conditions prior to submitting bid is encouraged.

## **NON-MANDATORY PRE-BID CONFERENCE**

The City will conduct a non-mandatory Pre-Bid Conference via Zoom on Thursday, July 27, 2023 beginning at 10:00 a.m. local time. To register for the meeting and obtain the zoom link please contact the project manager, Curtis Larsen via email at [clarsen@cityofkingman.gov](mailto:clarsen@cityofkingman.gov). Bidders attendance is not required, but encouraged.

## **QUALIFICATIONS**

Bidders must have or be able to obtain the necessary Arizona Registrar of Contractors license to complete the work as listed on the construction plans and contract documents prior to bid submission. Failure to do so will be cause to invalidate the bid. The Arizona Registrar of Contractors will be contacted to obtain license and complaint information about the bidders.

Contractors are advised that they are also required to have a City Business License prior to commencing work on this project. The City Business License can be obtained from the City of Kingman Finance Department at 310 N. 4<sup>th</sup> Street, Kingman, AZ 86401, phone (928) 753-5561, fax (928) 753-6867.

## **BID SUBMISSION**

Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.

Prior to bid submission, bidders shall carefully examine the Plans, read the Specifications, Special Provisions and these Contract Documents, visit the site of the work, fully inform themselves as to all existing conditions and limitations, and shall consider those conditions and limitations in the preparation of their bid.

Bids shall be properly executed on the Proposal and forms provided. Numbers shall be stated in figures where so required. The completed forms shall be without interlineations, alterations or erasures. Bids shall not contain any recapitulations of the work to be done.

Bidders will be responsible for all applicable City and State sales taxes. No separate payment will be made to the Contractor by the City for these taxes. Improperly completed information, irregularities in the bid bond, may be cause to declare the bid invalid or informal.

Each bidder shall submit one copy of the executed bid documents on the Proposal and forms provided, signed and sealed with the required security, clearly identified with the bidder's name, address, and phone numbers; project name and project number (ENG23-0032); and City of Kingman's name on the outside. The Specification Booklet does not need to be turned in with the bid.

A tabulation of all submitted bids will be available for review following bid opening.

### **BID INELIGIBILITY**

Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the City of Kingman, be declared unacceptable.

Bid forms, Appendices and enclosures which are improperly prepared may, at the discretion of the City of Kingman, be declared unacceptable.

Failure to provide security deposit, bonding or the proper forms will, at the discretion of the City of Kingman, invalidate the bid.

### **PROPOSAL GUARANTEE**

Bids shall be accompanied by a proposal guarantee in the form of a certified check, cashier's check or bid bond for an amount not less than ten percent (10%) of the total bid. The proposal guarantee if done through a bid bond needs to name the City of Kingman as obligee, signed and sealed by the contractor and surety company. The proposal guarantee will be returned after delivery to the City of Kingman of the required performance and payment bonds by the accepted bidder. If no contract is awarded, all proposal guarantees will be returned.

### **OFFER ACCEPTANCE**

Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the bid closing date. The contract will be awarded to the lowest responsive, responsible bidder as determined by the lowest Total Bid, who also complies with these instructions. The City of Kingman reserves the right to accept or reject any or all offers if it may deem it best for the public good or to reject the offers of any persons who have been unfaithful or delinquent to any contract with the City. The City reserves the right to waive any informality in the offers received.

After acceptance, the City will issue to the successful bidder, a written letter of Contract Awards within 30 days after the opening of bids. The successful bidder will be required to execute the Contract, Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days after formal Contract Award. The contractor will be responsible for the costs to secure the Performance and Payment Bonds. No separate payment will be made to the contractor by the City for these items.

## **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.

# **INFORMATION FOR BIDDERS**

## **1. CONTRACT DOCUMENTS**

The Contract Documents for this Project consist of the following:

### Volume 1

- Advertisement for Bids
- Invitation to Bid
- Instructions to Bidders
- Information for Bidders
- General Conditions Supplement
- Special Provisions
- Contractor's Qualification Statement
- Proposal
- Affirmative Action Certification
- HUD Required Certifications
- Wage Rate Decision
- Subcontractors and Material Suppliers List
- Federal Davis- Bacon Wage Act Documents
- Section 3 Assurance and Forms
- Contract
- Certificate of Insurance
- Payment Bond
- Performance Bond
- Contractor's Affidavit

### Volume 2

- Plans

Any Addenda issued by the City of Kingman during the time of bidding shall be attached to and become a part of the Contract Documents.

## **2. STANDARD SPECIFICATIONS AND STANDARD DETAILS**

Attention is called to the fact that the City of Kingman is now operating under the 2020 edition of the Uniform Standard Specifications and Details for Public Works construction published by the Maricopa Association of Governments (MAG), as amended by the City of Kingman, which is herewith incorporated by reference and made a part hereof. The MAG Specifications, MAG Standard Details, the City of Kingman addendums to MAG Specifications and the City of Kingman Standard Details may be downloaded on the City's website at

[https://www.cityofkingman.gov/government/departments/engineering/standard-specification-and-\\_\\_details](https://www.cityofkingman.gov/government/departments/engineering/standard-specification-and-__details).

## **3. WORK UNDER THIS CONTRACT**

The work to be done under this Contract shall include the furnishing of all labor, material, and equipment necessary for or incidental to the construction and completion of all work indicated in the

Contract Documents. The project is generally located within the boundaries of Andy Devine Avenue beginning at Hall Street and continuing approximately 1,200 linear feet east to Johnson Avenue, Johnson Avenue beginning at Andy Devine Road and continuing approximately 900 feet west to Hall Street, Hall Street beginning at Johnson Avenue and continuing approximately 800 feet south to Andy Devine Road and includes portions of Stockton Hill Road and Broadway Avenue. The work generally consists of Americans with Disabilities Act (ADA) roadway improvements including removal of existing pavement, driveways, sidewalks and other existing improvements and reconstructing the public access portion of the roadway with new asphalt pavement, sidewalks, driveways, ramps, drainage, and other improvements to improve public access facilities to meet ADA compliance.

#### **4. LOCATION OF PROJECT**

This project is generally located south-east of Interstate 40 and near Stockton Hill Road between Hall Street and Johnson Avenue, Johnson Avenue from Andy Devine Road to Hall Street, Hall Street from Broadway Avenue to Andy Devine Road and includes portions of Stockton Hill Road and Broadway Avenue as shown on the plans.

The project limits are within portions of T21N, R16W, Sections 18 & 19.  
LAT 35°11'43" N, LONG 114°01'58" W

#### **5. PROPOSAL PAMPHLET**

Bids shall be made in accordance with the following instructions: Prior to bid submission, bidders shall carefully examine the Plans, read the Specifications, Special Provisions and these Contract Documents, visit the site of the work, fully inform themselves as to all existing conditions and limitations, and shall consider those conditions and limitations in the preparation of their bid.

Bids shall be properly executed on the Proposal and forms provided with the Contract Documents. Numbers shall be stated in figures where so required. The completed forms shall be without interlineations, alterations, or erasures. The Bidder shall sign his proposal and complete all required forms and information. The Specifications Booklet does not need to be turned in with the bid.

Attention is called to the fact that bidders will be responsible for all applicable City and State sales taxes. No separate payment will be made to the Contractor by the City for these taxes.

Bids shall not contain any recapitulations of the work to be done. Alternative proposals will not be considered unless called for. No oral, telegraphic, telephonic, or modified proposals will be considered.

Each bidder shall submit one copy of the executed bid documents on the Proposal and forms provided, signed and sealed with the required security, envelope shall be clearly identified with the bidder's name, address, and phone numbers; project name and project number (ENG23-0032); and City of Kingman's name on the outside.

#### **6. CONTRACT AND BONDS**

The form of Contract, which the successful bidder as Contractor will be required to execute, and the forms of Performance Bond and Payment Bond which he will be required to furnish are included in the Contract Documents and should be carefully examined by the bidder.



## **7. INTERPRETATION OF PLANS AND DOCUMENTS**

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other proposed Contract Documents, or finds discrepancies in or omissions from the Plans or Specifications, he may submit to the Engineer a written request for an interpretation or correction thereof. The person submitting the request will be required to be responsible for its prompt delivery. Questions received less than seven working days prior to bid opening time shall not be answered. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed documents.

## **8. ADDENDA**

Any Addenda issued during the time of bidding, forming a part of the documents purchased by the bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the Contract, and placed within the pages of the Contract Documents, Volume I. All addenda shall be acknowledged on the Proposal Form at the time of bid submittal.

## **9. AWARD OR REJECTION OF BIDS**

The Contract will be awarded to the lowest responsive, responsible bidder as determined by the lowest Total Bid, who also complies with these instructions and with the Advertisement for Bids. The City however, reserves the right to accept or reject any or all bids if it may deem it best for the public good or to reject the bids of any persons who have been unfaithful or delinquent to any contract with the City of Kingman, and to waive any informality in the bids received. The award, if made, will be within 30 days after the opening of bids.

## **10. SPECIAL NOTICE**

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed, and the Contractor must employ, as far as possible, such methods and means in carrying out his work as will not cause any interruption or interference to any other contractor or City operations.

## **11. QUESTIONS ON PLANS AND SPECIFICATIONS**

Questions concerning CDBG, Davis-Bacon, or federally funded project requirements need to be directed to Monica Murphy, Grant Administrator, in writing and will be answered by addenda at [mmurphy@cityofkingman.gov](mailto:mmurphy@cityofkingman.gov)

Questions concerning the construction items need to be emailed directly to Curtis Larsen, Project Manager, in writing and will be answered by addenda at [clarsen@cityofkingman.gov](mailto:clarsen@cityofkingman.gov)

The City of Kingman shall not be held responsible for any oral instructions. Any changes to the Plans and Specifications will be in the form of an Addendum which will be furnished to all plan holders.

## **12. LISTING OF SUBCONTRACTORS**

A list of sub-contractors including addresses, phone numbers, & contact names shall be submitted at the Pre-Construction Conference.

**13. CITY BUSINESS LICENSE**

The Contractor is advised that he is required to have a City Business License, which may be obtained from the Finance Department at 310 North Fourth Street, Kingman, Arizona 86401, Phone (928) 753-5561, FAX (928) 753-6867, for a cost of \$100.00.

**14. RELOCATION AND/OR ADJUSTMENT OF EXISTING FACILITIES, SERVICES, AND ACCESS**

If relocation or adjustment of existing facilities is noted on the Plans, this is intended to include the relocation or adjustment of items appurtenant to the noted piece of work, just as if they were specifically called out. If these appurtenant items are damaged, broken, or lost during construction, they shall be replaced by the Contractor with items of equal or better quality.

If it becomes necessary to relocate any existing utility lines in order to construct the proposed improvements, these relocations will be done in accordance with MAG Standard Specification 105.6.

**15. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its agents, officers, officials and employees from and against all tortuous claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its agents, employees or any tier of Contractor's subcontractors in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any tortuous claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss or use resulting there from, caused by Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. This obligation shall survive termination or expiration of this Contract. The obligation under this section shall not extend to the negligence of the City, its agents, officers, officials, and employees.

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

**16. INSURANCE REQUIREMENTS**

CONTRACTOR and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under the terms of the Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or Subcontractors.

The insurance requirements herein are minimum requirements for and in no way limit the indemnity covenants contained in the Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under the Contract by the CONTRACTOR, his agents, representatives, employees, or subcontractors, or otherwise limit the City's recourse to any remedy available at law or in equity. CONTRACTOR is free to purchase such additional insurance as may be determined necessary.

Minimum Scope And Limits Of Insurance. CONTRACTOR shall provide coverage with limits of liability not less than those shown below:

## **REQUIRED COVERAGE**

### **Commercial General Liability**

Commercial general liability shall be written on an occurrence basis and covering liabilities arising out of construction of the project herein. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract. Policy shall not exclude explosion, collapse, underground (XCU) hazards, nor the products and completed operations hazards, or inadvertent construction defects, and shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage, but not limited to, the liability assumed under the indemnification provisions of the Contract. Products and completed operations liability coverage shall be maintained throughout the Contract and shall extend for a period not less than five years following acceptance of the project. Contractual liability applies to the hold-harmless provisions of the contract between the named insured and agreements the insured makes in connection with insured operations. Minimum coverage limit shall be no less than \$1,000,000 CSL. If the policy has an aggregate limit, that limit shall not be less than \$2,000,000.

### **Automobile Liability**

Commercial auto liability includes auto hazards for the owned, non-owned and hired, leased rented, borrowed or otherwise, assigned to or used in connection with the construction of the project. Minimum coverage limit shall be no less than \$1,000,000 CSL.

### **Worker's Compensation and Employers' Liability**

CONTRACTOR shall maintain Worker's Compensation insurance at the statutory level.

Employer's Liability shall be at a minimum of \$1,000,000 each accident, \$500,000 disease policy limits, \$100,000 each employee.

### **Excess Liability**

When excess liability insurance is used to supplement the required insurance limits below, the excess liability insurance must be "follow form" equal or broader in coverage scope as the underlying insurance.

Construction projects up to five million (\$5,000,000) require limits of not less than five million (\$5,000,000) in Commercial General Liability coverage limits. Where the commercial general liability

per occurrence policy is less than \$5,000,000, excess liability limits must be purchased so that the total combined policy limits meet or exceed \$5,000,000.

### **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, the following provisions:

All policies, except for the Workers' Compensation and Employers' Liability policies shall contain endorsements naming the City of Kingman and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services herein. On insurance policies where the City of Kingman is named as an additional insured, the City of Kingman shall be an additional insured to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by the Contract.

The CONTRACTOR's insurance coverage except for workers compensation and employers liability shall be primary insurance and non-contributory with respect to all other available sources maintained by the City.

The insurance Coverage provided by the CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of the Contract.

Notice Of Cancellation. Each insurance policy required under the Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits. Should limits or coverage change, thirty (30) days prior written notice shall be provided to the City. Such notice shall be sent directly to the City Senior Representative and shall be sent by certified mail, return receipt requested.

Acceptability Of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with a 2004 "A.M. Best" rating of not less than A-. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.

### **CERTIFICATES OF INSURANCE**

Any failure, actual or alleged, on the part of the City to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the City.

All certificates of insurance and policy endorsements are to be received and approved by the City before work commences. Each insurance policy required by the Contract must be in effect at or prior to commencement of work under the terms of the Contract and remain in effect for the duration of the project and/or beyond project acceptance as required herein. Failure to maintain the insurance policies as required by the Contract or to provide evidence of renewal is a material breach of the Contract.

The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by the Contract at any time. If a policy does expire during the life of the project, a renewal certificate of insurance and policy endorsements will be sent to the City of Kingman not less than five (5) days prior to the expiration date. If a policy is to be cancelled, changed or not renewed, a proper notice of such

action will be sent to the City not less than thirty (30) days prior to any such action by the insurance company.

Certificate of Insurance, Endorsements, and Notice(s) shall be sent to:

City of Kingman  
Engineering Department  
310 N. 4<sup>th</sup> Street (mail)  
220 N. 4<sup>th</sup> Street (physical)  
Kingman, Arizona 86401

Subcontractors. CONTRACTOR shall ensure all Subcontractors performing work under the terms of the Contract secure and maintain all insurance coverages (including worker's compensation) and other financial sureties required by the laws of this state and within the scope of their services in connection with their presence and the performance of their duties pursuant to the Contract. CONTRACTOR shall be responsible for ensuring that all Subcontractors endorse CONTRACTOR and the City of Kingman as additional insured and that all Subcontractors shall maintain products and completed operations liability insurance for not less than one (1) year following the acceptance date.

**17. CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS**

Prior to final payment, the Contractor shall submit an executed copy of the Contractor's Affidavit Regarding Settlement of Claims, using the form provided herein.

**18. SPECIAL NOTICE TO WATER LINE CONTRACTORS**

The Contractor is advised that the City of Kingman requires two working days advance notice to coordinate the necessary exercising and checking of valves prior to shutting off any water valves for any tie-ins, extensions or fire hydrant relocations. The Contractor shall coordinate with the Inspector any valves that need to be exercised prior to any valves being closed.

**19. NONPERFORMANCE OF WORK TASKS BY THE CONTRACTOR**

If the Contractor fails, neglects, or refuses to perform work tasks necessary for the completion of the total job; to replace defective work; or to repair or resurface, in an acceptable manner public right-of-ways and/or private properties disturbed by his work which are a nuisance, a hazard, or which impedes or endangers vehicular traffic and the public, the City may serve written notice upon the Contractor of its intention to have the work performed by others. Unless within three days after the service of such notice, the Contractor has made such arrangement and scheduled the accomplishment of said work tasks to the satisfaction of the City Engineer, the City will proceed to have the work accomplished by others and deduct the costs thereof from amounts due the Contractor.

**20. CONSTRUCTION WATER**

A hydrant meter is available from the City at no cost to the contractor. The Contractor must request the hydrant meter and complete the necessary paperwork with the Finance Department prior to obtaining it from the Public Works Department. Water used for tests and construction purposes will also be provided by the City at no cost, except that if a repeat leakage test is required due to failure of

the pipe installation to meet specifications, the Contractor shall pay the City for the water used, at the City's currently prevailing rates.

## **21. IMMIGRATION CONTROL ACT**

The Contractor shall comply with the provisions of the Immigration Reform and Control Act of 1986, Pub. L.99-603 and the Rules and Regulations issued by the Department of Justice, effective May 1, 1987, 8 CFR Part 274a, published in the Federal Register at pages 16221 to 16228.

## **22. COMPLIANCE WITH FEDERAL AND STATE LAWS**

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The Contractor and its subcontractors warrant keeping the papers and records open for random inspection during normal business hours by the City. The contractor and its subcontractors shall cooperate with the City's random inspections including granting the City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

## **23. WORK SCHEDULE**

It is expected work will be conducted following a normal 8 hours per day, 40 hours per week work schedule. Night time work may be allowed at the city's discretion (Refer to Special Provisions Section 108.5.1). The Contractor shall submit a written request and obtain prior written approval before deviating from such a schedule (Refer to MAG Standard Specifications 108.5).

The Contractor shall conduct the work at all times in such a manner and sequence that will assure the least interference with traffic and inconvenience to the public. The Engineer may require the contractor to finish a section on which work is in progress before work is started on any additional sections, if the opening of such section is essential to the public convenience.

Except in emergencies endangering life or property, permission shall be obtained from the Engineer to perform any work after regular working hours, on weekends, or legal holidays. Prior to the start of such work, the contractor shall arrange with the engineer for the continuous or periodical inspection of the work and tests of materials as necessary.

**24. UTILITIES**

Contractors shall protect all existing underground structures and utilities and cooperate with the Utility Companies in protecting all services. At least two working days (48 hours) prior to commencement of construction, the Contractor shall notify:

Blue Stake

8-1-1 or 1-800-STAKE-IT

**25. PERMITS**

The Contractor will obtain no-fee permits from the City Engineering Department prior to the commencement of construction for projects in the City right of way.

**26. LIQUIDATED DAMAGES**

Liquidated damages for the overall project shall be in accordance with MAG Standard Specification 108.9.

**27. PROJECT SCHEDULE**

Prior to commencing construction, the Contractor shall submit a project schedule that identifies major work elements and the approximate time of completion for each. The Engineer shall approve the project schedule before the Contractor proceeds with any work under this contract. See MAG Standard Specification 108.4.

**28. TRAFFIC CONTROL**

The Contractor shall develop a traffic control plan, and shall be responsible for all costs incurred in its development and implementation. The traffic control plan shall be submitted to, and approved by the city engineer prior to the start of work.

All traffic influenced by the construction will be regulated in accordance with M.A.G. Uniform Standard Specifications for Public Works Construction, Part 400, Right-of-Way and Traffic Control, and Section 401, Traffic Control. It shall be the Contractor's responsibility to provide the required

traffic control devices in order to comply with the latest edition of the Manual on Uniform Traffic Control Devices, adopted by the City of Kingman.

Permission to restrict or close City Streets shall be in accordance with M.A.G. Uniform Standard Specifications for Public Works Construction

**29. FINAL INSPECTION AND ACCEPTANCE OF PROJECT**

When all work comprised in the Contract has been completed, including clean-up and restoration, the Contractor shall so notify the City in writing, and the City will then make a final inspection. When defects, errors and omissions disclosed by the final inspection have been corrected, acceptance will be given in writing; but until such acceptance, the Contractor will be responsible for the work covered by this Contract.

No partial inspections or acceptance of the work under this contract shall be allowed. M.A.G. Specifications, Sect. 105.15(B) Final Acceptance section shall govern, except that the date of final acceptance shall be the date of the City Council action on the project.



# **GENERAL CONDITIONS SUPPLEMENT**

## **1. GENERAL**

The City of Kingman has adopted the 2020 Edition of the "Uniform Standard Specifications for Public Works and Construction" and the 2020 Edition of the "Uniform Standard Details for Public Works Construction", sponsored and distributed by the Maricopa Association of Governments. These documents, with City amendments, are incorporated into these Contract Documents by reference.

In the event there is a conflict between one Contract Document and any of the other Contract Documents, the Document highest in precedence shall control and supersede the Document which is contrary to it. The order of precedence of the Contract Documents is as follows:

- First: Supplemental Agreements, the last in time being the first in precedence.
- Second: The formal Contract.
- Third: Advertisement for Bids.
- Fourth: Information for Bidders.
- Fifth: Plans.
- Sixth: General Conditions Supplement.
- Seventh: Special Provisions.
- Eighth: MAG General Conditions and Standard Specifications Parts 100 through 700, inclusive, and Details, with City Addendums plus ADOT Standard Specifications for Road and Bridge Construction and 2012 ADOT Construction Standard Drawings.
- Ninth: Contractor Proposal.

## **2. SUBCONTRACTS**

Subcontracts shall be in accordance with MAG Standard Specification 108.2.

## **3. PRECONSTRUCTION CONFERENCE**

Upon receipt of the Notice to Proceed, or at an earlier time if mutually agreeable, the City shall arrange for a preconstruction conference to be attended by the Contractor's superintendent, the City, and representatives of utilities, major subcontractors, and others whose input may be desired.

The purpose of this conference shall be to establish a working understanding between the parties and to discuss the construction schedule, survey schedule, shop drawings, submittals, reviews, cost breakdown of major lump sum items, applications for payment and their processing, and such other

subjects as may be pertinent to the contract.

The Contractor will be required to provide the following information:

1. Names and emergency telephone numbers of key personnel involved in the project.
2. Names and contact information of all subcontractors proposed for use on the project.
3. Proposed construction schedule, indicating the time of starting and completion of each major item or phase of the project per the General Conditions Supplement.
4. Proposed payment schedule showing the estimated dollar volume of work for each calendar month during the life of the project.
5. Construction staking schedule outlining the frequency and offset of alignment and elevation stakes, to be mutually agreed upon.
6. Traffic Control plans.

No work shall begin until the Contractor's construction schedule and traffic control plans have been reviewed and approved by the City and all required permits and licenses have been obtained.

#### **4. PROJECT MEETINGS**

Progress meetings will be held weekly from the commencement of construction until final acceptance of the project is granted. The meetings will be attended by the Contractor, subcontractors, Engineer, Inspector, utilities and other interested parties. The meetings will typically be held on-site with the time and dates established, by mutual agreement, prior to the beginning of construction. The purpose of these meetings is to establish and maintain lines of communication, report on progress, discuss and resolve problem areas and such other matters as related to the project.

#### **5. CONTRACTOR'S RESPONSIBILITY AND LIABILITY FOR SUBMITTALS**

It shall be the Contractor's responsibility to assure himself that equipment, systems, or materials submitted for use in the work under this Contract are in accordance with the intent of these Contract Documents.

The intent of these Contract Documents is that manufacturers or suppliers of equipment, systems, or materials that are named in the text for the item specified and as altered, adjusted, or revised by the manufacturer or supplier to conform to the specific requirements of the Contract Documents will require a certain amount of review to determine compliance and acceptability. The foregoing shall not be interpreted to exclude the equipment, systems, or materials of manufacturers or suppliers who are not named but have a product that is equal to the item as specified. It shall be the responsibility of the Contractor to ascertain that the unnamed product is equal to the item specified. The Contractor shall include with his submittal all information as required by these Contract Documents for the Substitution of Material or Equipment.

The above type of submittal and the subsequent review to determine compliance and acceptability will be taken as normal and the Contractor shall not be liable for the costs involved for this type of engineering review.

Should the Contractor submit equipment, systems, or materials from any manufacturer or suppliers, named or unnamed in the Contract Documents, that deviates from the intent or is non-responsive to the specific requirements of these Contract Documents, then he shall have deducted from periodic payments the costs of evaluating the equipment, system, or material as to its acceptability, and the Contractor shall be liable for said cost whether the items submitted are acceptable or not. Any delay, cost to the Contractor, or rescheduling caused by the evaluation of this equipment, system or material shall be at the Contractor's expense and will not be a reason for an extension of time for Contract completion. Deviations from the intent or non-responsiveness to the specific requirements of the Contract Documents shall include, but not be limited to; equipment, systems, or material that are new on the market, or that have little or no operational experience; equipment, systems, or materials that are untried in the application for which they are intended to be used; equipment, systems, or materials that will require a process change, or that would cause a process to change; equipment, systems, or materials that will require changes or alterations to operational, structural, architectural, mechanical, electrical, or instrumental features.

## **6. CONSTRUCTION SCHEDULE**

The Contractor shall submit a proposed construction schedule at the time of the preconstruction conference, for review and acceptance by the City. The construction schedule shall indicate the time of starting and completion of each major structure or phase of the project and such intermediate phases as will serve for well-defined control points. It shall also indicate the anticipated date of receipt of major items of equipment, and all items of equipment receipt and installation of which is critical to the scheduled progress of the project.

The Contractor shall notify the Engineering Department of the City of Kingman at least two (2) working days before the following events:

- a. Start of construction in order to arrange for inspections to be provided by City Inspection Department.
- b. Construction staking to be provided by the City Surveyor or his authorized representative.
- c. Shutdown of City water or sewer facilities for tie-ins and/or operation of existing water valves.
- d. Commencement of any new phase of construction.

## **7. SHOP DRAWINGS, SCHEDULES, AND SAMPLES**

Shop drawings, layout diagrams, catalog data, test reports, and information in sufficient detail to show complete compliance with all specified requirements shall be furnished to the City Engineer covering but not limited to the items under MATERIAL LIST.

The Contractor, at his own expense, shall make such changes in the required drawings as may be necessary to conform to the Contract Documents. After completion of such checking, verification, and revising, the Contractor shall stamp and sign the drawings indicating his approval and submit the shop drawings and pertinent data for review. Prior to the approval of such drawings, any work which the Contractor may do on the fabrications covered by the same shall be at his own risk, as the City will not be responsible for any expense or delays incurred by the Contractor for changes to make the same conform to the Contract Documents.

**8. MATERIAL LIST**

AC Mix Design	Concrete Mix Design	Aggregate Base Mix
Slurry Mix Design	Truncated Domes	Minor Concrete Structures
Paint		

**9. SUBMITTALS**

In time for each to serve its proper purpose and function, the Contractor shall submit such schedules, reports, drawings, list, literature, samples, operation and maintenance instructions, directions, certificates of compliance, and guarantees as are specified or reasonably required for construction, operation, and maintenance of the facilities to be built and/or furnished under this Contract and for items called out above under item 8. MATERIALS LIST.

Shop drawings and data shall be submitted to the City Engineer in such number of copies as will allow him to retain four copies of each submittal. The submittal shall clearly indicate the specific area of the Contract Documents for which the submittal is made. The additional copies received by him will be returned to the Contractor's representative at the job site. Notations of the action which has been taken will be placed on one of these returned copies.

The above drawings, lists, prints, samples, and other data shall become a part of the Contract and a copy of the same shall be kept with the job site Contract Documents, and the fabrications furnished, shall be in conformance with the same. However, the Engineer's review of the above drawings, lists, prints, specifications, samples, or other data shall in no way release the Contractor from his responsibility for the proper fulfillment of the requirements of this Contract nor for fulfilling the purpose of the installation nor from his liability to replace the same, should it prove defective or fail to meet the specified requirements.

**10. MATERIAL AND EQUIPMENT SCHEDULES**

Drawings of minor or incidental fabricated materials and/or equipment may not be required. The Contractor shall furnish the City Engineer tabulated lists of such fabrications, showing the names of the manufacturers and catalog numbers, together with samples or general data as may be required to permit determination by the Engineer as to their acceptability for incorporation in the work.

**11. MILL AND FACTORY TESTS**

The Contractor shall furnish the City Engineer in triplicate, certified copies of all required factory and mill test reports to verify material quality and composition. Any materials shipped by the Contractor from a factory or mill prior to having satisfactorily passed such testing and inspection shall not be incorporated in the work, unless the Engineer shall have notified the Contractor in writing that such testing and inspection will not be required. The cost of performing all mill and factory tests shall be paid by the Contractor.

**12. REINFORCING STEEL**

The Contractor shall supply the City with a copy of all reinforcing steel detail drawings. Any change from the Contract Documents that is made by the Contractor in reinforcing steel shop drawings, as well as in any other shop drawings, shall be called to the City Engineer's attention and specific acceptance, in writing, shall be secured on each such change. Review and acceptance of shop drawings is required on reinforcing steel that is detailed by the Contractor in accordance with the Contract Documents.

**13. QUALITY CONTROL**

All material shall be new and of the specified quality and equal to the approved submittals and samples. All work shall be done and completed in a thorough, workmanlike manner. It shall be the duty of the Contractor to advise the City of apparent errors or omissions and request instructions before proceeding with the work. The City Engineer may, by appropriate instructions, correct errors and address omissions, which instructions shall be as binding upon the Contractor as though contained in the original Contract Documents.

At the option of the City, materials to be supplied under this Contract may be tested and/or inspected either at their place of origin or at the site of the work. The Contractor shall give the City written notification well in advance of actual readiness of materials to be tested and/or inspected at point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the material nor shall it preclude retesting or re-inspection at the site of the work.

Materials which require testing and inspection at the place of origin shall not be shipped prior to such testing and inspection has been completed and evidence of such testing forwarded to the Engineer.

**14. TRAFFIC CONTROL**

All traffic affected by this construction shall be regulated in accordance with MAG Uniform Standard Specifications for Public Works Construction, Part 400-Right of Way and Traffic Control, Section 401, Traffic Control and the latest Edition of the Manual on Uniform Traffic Control Devices.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures, as necessary. At the same time, the City will designate a representative who will be responsible to see that all traffic control and any alternates are implemented and monitored to the extent that traffic is carried through the work area in an effective manner in order to protect motorists, pedestrians, bicyclists and workers from hazard and accidents.

The following traffic regulations listed below and those shown on the plans are a minimum requirement throughout the project duration:

- A. Permission to restrict or close City Streets shall be in accordance with MAG Uniform Standard Specifications for Public Works Construction.
- B. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings, speed reduction, loose gravel, do not pass signs, business access, etc. in accordance with the above reference manuals.

- C. When construction activities or traffic hazards at the construction site require the use of flagman, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely.
- D. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangements should be made with the Kingman Police Department at telephone number (928) 753-2191 at the expense of the Contractor.
- E. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.
- F. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the above referenced manuals upon prior notification of the Engineer.
- G. The Contractor shall minimize disruption to adjacent business and residential access. Where two or more driveways exist for one parcel, the contractor shall leave one access open and clearly delineated. Business access points shall be clearly marked or signed and the access free from dips or bumps greater than 2 inches.
- H. During inclement weather or when the unpaved roadway is wet, the contractor shall furnish and install aggregate base course 3-inches in depth or greater as needed to provide a smooth, passable surface for the roadway and driveway accesses within the project limits.

The Contractor shall submit a written proposal at the preconstruction conference outlining plans for traffic control including phasing of traffic control and maintaining continuous access to residences and businesses affected by the traffic control of this project.

Any changes to the traffic control plan during construction shall be submitted to the Engineer for approval at least seventy-two (72) hours before implementation.

The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient lights, warning and danger signals and signs and take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes. The Contractor shall maintain all existing traffic signs erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs interfere with construction, the Contractor shall temporarily relocate said signs under the direction of the Inspector. The Contractor will re-set all traffic and street signs relocated by the project to permanent locations when the construction is complete.

All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes, and payment for all such services and materials shall be considered as included in the other related pay items of the Contract.

No open trenches shall be permitted overnight where they cross existing pavement. Temporary patches shall be allowed in locations of new pavement placement. These trenches must be patched the same day with either hot mix asphalt, cold mix asphalt, concrete slurry, or plated for nighttime travel.

## **15. TEMPORARY FACILITIES**

The Contractor shall provide all temporary facilities and utilities required for prosecution of the work, protection of employees and the public, protection of the work from damage by fire, weather or vandalism, and such other facilities as may be specified or required by any legally applicable law, ordinance, rule, or regulation.

The Contractor shall locate his office and shops, storage areas, employee parking, and other support activities in the Contractor's yard area as accepted by the Engineer.

## **16. TEMPORARY UTILITIES**

**ELECTRICAL SERVICE:** The Contractor shall arrange with the local utility to provide adequate temporary electrical service at a mutually agreeable location. The contractor shall then provide adequate job site distribution facilities conforming to applicable codes and safety regulations. The Contractor shall provide, at this own cost, all electric power required for construction, testing, general and security lighting, and all other purposes whether supplied through temporary or permanent facilities.

**WATER:** Water used for construction purposes will be provided by the City at no cost. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water. Water for construction purposes must be free of impurities that would be detrimental in the construction process.

**TEMPORARY LIGHTING:** The Contractor shall provide temporary lighting in all work areas sufficient to maintain a lighting level during working hours not less than the lighting level required by OSHA standards.

**HEATING AND VENTILATION:** The Contractor shall provide means for heating and ventilating all work areas as may be required to protect work from damage by freezing, high temperatures, weather, or to provide a safe environment for workers. Heating may be by steam coils, vented or unvented direct fired heaters, or remote heating facilities except that unvented direct fired heaters shall not be used in any area where freshly placed concrete will be exposed to the combustion gasses, until at least two hours after it has attained its initial set.

**SANITARY FACILITIES:** The Contractor shall provide suitable chemical toilets or water closets for use of employees on this work. At the end of the job, such toilets shall be removed completely.

**ACCIDENT PREVENTION:** The Contractor shall comply with all applicable provisions of MAG Section 107, with the following changes: In Paragraph 107.5, **SAFETY, HEALTH AND SANITATION PROVISIONS**, the words "Maricopa County" shall be deleted, and the words "Mohave County" substituted. In the second paragraph, the words "or as the Engineer may determine" shall be deleted.

**CONSTRUCTION FACILITIES:** All construction hoists, elevators, scaffolds, stages, sheeting, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and/or move the loads to which they will be subjected. All railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.



**TEMPORARY ENCLOSURES:** When sandblasting, spray painting, spraying of insulation, or other similar activities are in progress the work area shall be enclosed adequately to contain the dust, overspray, or other potential hazard.

**WARNING DEVICES AND BARRICADES:** The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of the Occupational Safety and Health Administration and the Manual on Uniform Traffic Control Devices.

**PROTECTION OF EXISTING ITEMS:** The Contractor shall protect all existing structures, trees, shrubs, and other items on the project site that are to be preserved, by substantial barricades or other devices commensurate with the hazard, from injury or destruction by vehicles, equipment, workmen, or other agencies.

**PROJECT SECURITY:** The Contractor shall make adequate provision to protect the project and Contractor's facilities from fire, theft, and vandalism, and the public from unnecessary exposure to injury.

#### **17. STOCKPILE OF MATERIALS**

The Contractor may, if approved by the City, place or stockpile materials in the public right-of-way provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations. Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained. No material, when stockpiled shall alter in anyway the existing drainage pattern.

#### **18. EXCESS MATERIAL**

When excavations are made, resultant loose earth shall be utilized for filling by compacting in place or disposed of off the site.

Excess or unsuitable materials, broken asphaltic concrete and broken Portland cement concrete excavated from the project site shall be removed from the project and disposed of by the Contractor. The material may be disposed of at the City of Kingman's south side materials yard. The Contractor shall coordinate with the City of Kingman Parks and Recreation Department (Jerry Sipe 928-757-1705) prior to any transporting of material. The maximum size of material accepted at the City's disposal site is 3' x 3'.

Waste material shall not be placed on private property without express written permission of the property owner. A grading permit may be required for the placement of this material.

The Contractor at all times shall keep the premises free from accumulations of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris, rubbish, loose concrete, lumber, wire reinforcing and other materials not incorporated in the work. The Contractor shall provide for the legal disposal of all waster products, debris, etc., and shall make necessary arrangements for such disposal as stated above.

## 19. **SPECIAL CONTROLS**

The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm water, or other agencies under his control.

**DUST CONTROL:** The Contractor shall take whatever steps, procedures, or means as are required to prevent abnormal dust conditions being caused by his operations in connection with this Contract; and on any unpaved road which the Contractor or any of his subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to the Health or Environmental Control Agency having jurisdiction.

**NOISE ABATEMENT:** In inhabited areas, particularly residential, operations shall be performed in a manner to minimize unnecessary noise generation. In residential areas particular consideration shall be given to noise generated by construction activities during the night hours. City code (7-208(d)) allows for construction activity between the hours of 6:00 am and sunset. Any deviation from a normal 8 hours per day, 40 hours per week work schedule will require a written request from the Contractor (Refer to MAG Standard Specification 108.5).

**DRAINAGE CONTROL:** Excavation, fill, and grading operations shall be performed so as to disturb the pre-existing drainage patterns as little as possible. Drainage water shall not be diverted onto private property or into streets or drainage ways inadequate for the increased flow.

## 20. **PROJECT CLOSEOUT**

It is the intent of these Contract Documents that the Contractor shall deliver a complete and operable facility capable of performing its intended functions and ready for use.

**CLEANUP:** Throughout the period of construction the Contractor shall keep the work site clean and free of all rubbish and debris, and shall promptly remove from any portion of the site, or from property adjacent to the site of the work, all unused materials, surplus earth and debris. Upon completion of the work and prior to final acceptance the Contractor shall remove from the vicinity of the completed work all plant, surplus material, and equipment belonging to him or used under his direction during construction.

**WASTE DISPOSAL:** The Contractor shall provide for the disposal of all surplus materials, waste products, debris, etc., and shall make necessary arrangements for such disposal. The Contractor shall obtain written permission from property owner(s) prior to disposing of any surplus materials, waste products, or debris on private property. Copies of such written permission shall be furnished to the City prior to disposing of any materials on private property.

The City Engineer will not authorize the filling of ditches, washes, drainage ways, etc., which may in his opinion create drainage problems.

The Contractor shall maintain the disposal site(s) in a reasonable condition of appearance and safety during the construction period.

**PROJECT RECORD DOCUMENTS:** The Contractor shall maintain at the site, available to the City representative, one copy of all Drawings, Specifications, Addenda, accepted Shop Drawings,

Change Orders and other modifications in good order and marked to record all changes made during construction. Record drawings shall be kept legible and current and shall show all changes in a contrasting, reproducible color. When the project is substantially complete, the Contractor shall submit these plans to the City Engineer for acceptance. The City Engineer shall be the sole judge as to the acceptability of the record plans. Receipt of an acceptable set is a prerequisite for final payment.

**TOUCH-UP AND REPAIR:** The Contractor shall touch up or repair all finished surfaces on structures, equipment, fixtures, or whatever, that have been damaged prior to final acceptance, Surfaces on which such touch-up or repair cannot be successfully accomplished shall be completely refinished or in the case of hardware and similar small items, the item shall be replaced.

**GUARANTEE:** The Contractor shall guarantee the work done on this project for one (1) year after project acceptance against faulty materials, faulty workmanship and failure to meet the requirements of the Specifications. Said guarantee by the Contractor shall not apply to damage caused by earthquakes or other acts of God, land subsidence, faulty operations or any abuse on the project by others. Project acceptance is done by City of Kingman Council action whereby all remaining retentions are released to the Contractor and the City officially approves the project and takes over maintenance responsibility.

## **21. PROTECTION OF EXISTING UTILITIES**

Contractors shall protect all existing underground structures and utilities and cooperate with the Utility Companies in protecting all service lines. Forty-eight (48) hours prior to commencement of construction, the Contractor shall notify: Blue Stake (8-1-1) or (1-800-STAKE-IT). Notification is required per 25. UTILITIES: in the "INFORMATION FOR BIDDERS" section of this document.

A reasonable attempt has been made to locate existing utility mains as shown on the construction plans. The Contractor shall make his own investigations, including exploratory excavations, to determine the actual locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes on or adjacent to the site of work.

For the purpose of this section, "Utilities" are defined as including water, sewer, gas, electric, telephone, fiber optic, cable television, signalization conduit/cables, coal slurry, storm drain, and irrigation lines.

In most cases, existing individual or building service utility lines are not shown on the Plans. It shall be the Contractor's responsibility to locate and protect these individual or building services. If, due to the Contractor's operations, any of these lines are damaged, he shall repair or replace these lines in a manner satisfactory to the owner of the utility at no extra cost to the City. The cost of location, protection, and working around these individual or house service utility lines shall be included in the Contractor's bid for the work under this Contract.

If the locations of any underground utilities not shown on the plans cause changes to be made in the plans and specifications resulting in extra expense to the Contractor, adjustment in payment may be negotiated with the Contracting Officer. However, no payment shall be made unless significant changes in the plans or specifications are required.

**22. SURVEY CONTROL POINTS AND MONUMENTS**

Existing survey monuments indicated on the Plans or found during construction shall be protected by the Contractor. In the event removal of monuments is necessary, removal and replacement shall be performed by permission of the City Surveyor, under direct supervision of the City Engineer or his authorized representative. Survey monuments shall be constructed to conform to the requirements of City of Kingman Standard Specification Sections 400 and applicable Standard Details. As indicated in the Special Provisions (Section 400.4) the existing bench marks removed by construction of this project will be replaced by the City of Kingman at no cost to the contractor.

**23. PAYMENTS TO CONTRACTOR**

Payments will be made on the basis of itemized statements provided by the Contractor and shall be submitted with an updated progress schedule and appropriate Federal Labor Standards forms in accordance with the Contract Agreement, the Standard Specifications and these General Conditions.

Three copies of itemized statements for completed work items must be submitted to the City of Kingman CDBG Administrator who will review the statements and determine the acceptability of the payment request. The City will process partial payments once a month and payment will be made within 30 days of invoice receipt.

The City will retain a percentage of the amount of each estimate until final approval of improvements and final payment, in accordance with MAG Standard Specification 109.7.

This project is in whole or in part Federally funded and the contractor will be required to adhere to Davis Bacon/Federal labor standard provisions. All required Federal Labor Standards (LS) forms as listed in the Contract Agreement including weekly payroll report will need to be submitted to the City in order to comply. Errors or omissions on these forms may delay payment.

**24. SUSPENSIONS OF WORK**

The City reserves the right to suspend the work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the Contract time in accordance with MAG Standard Specification 108.7.

**25. CONSTRUCTION SURVEYING AND LAYOUT**

The City Surveyor will provide Construction Surveying and layout in accordance with City of Kingman Standard Specification Section 400. The Contractor shall give the City a minimum of two (2) working days prior notice when he expects to require field staking.

**26. STORM WATER CONSTRUCTION PERMIT**

This project is subject to the terms and conditions of the Arizona Pollutant Discharge Elimination System (AZPDES) General Permit No. AZG2013-001 for storm water discharge from construction activities as administered by the Arizona Department of Environmental Quality (ADEQ). Under the conditions of this permit, the Contractor shall be responsible for providing necessary materials; taking appropriate measure to ensure removal of additional sediment generated in storm water runoff from the project (relative to pre-project sediment levels) and completing the Notice of Intent (NOI) to be

covered under AZPDES at the beginning of the project and the Notice of Termination (NOT) of coverage under AZPDES at the completion of the project. All Subcontractors must comply with AZPDES requirements under the supervision of the Contractor.

Details and applications for this coverage under the AZPDES can be obtained from <http://www.azdeq.gov/node/524>

No separate measurement or payment will be made for all work associated with obtaining, implementing, monitoring and closing out said permit the cost of which is considered included in other bid items of work.

**27. CHARACTER AND STATUS OF WORKMEN AND WORKMANSHIP**

None but skilled foremen and workmen shall be employed on work requiring special qualifications. The Contractor shall be responsible for assuring the legal working status of its employee and its subcontractor's and shall employ only such superintendents, foremen and workmen as are careful, competent and skilled.

The methods, equipment and appliances used on the work shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the time limit specified. Except as is otherwise specified, the Contractor's procedure and methods of construction may, in general, be of his own choosing, provided they follow best general practice and are calculated to secure results which will satisfy the requirements of the plans and specifications.

The work covered by this Contract shall be carefully laid out in advance and preform in a manner to minimize interference with normal operation and utilization of the roads. The Contractor shall exercise caution during the course of this construction work to avoid damage to all existing or possible unknown existing underground utilities. He shall conduct his construction operations in such a manner as to avoid injury to his personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.

# **SPECIAL PROVISIONS**

## **ADD THE FOLLOWING PART PART 000 INTRODUCTION**

The work embraced herein shall be done in accordance with the requirements of the following:

Maricopa Association of Governments, Uniform Standard Specifications and Details for Public Works Construction, 2020 edition, and the City of Kingman Amendments to the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction, 2020 edition in conjunction with the City of Kingman Standard Details, 2020 edition, except as modified in the plans.

U.S. Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices (MUTCD)

American Water Works Association Standards, most recent edition.

All Arizona Department of Transportation Standard Specifications and Details, most recent editions that apply to the project.

**REFERENCES TO THE CITY OF KINGMAN 2020 ADDENDUMS TO THE MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ARE DENOTED AS "KA or Kingman Addendums" IN THESE SPECIAL PROVISIONS.**

In case of conflicts between the referenced specifications, the following order of precedence will govern:

1. These Special Provisions
2. The City of Kingman Addendums to the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, 2020 edition.
3. The MAG Uniform Standard Specification and Details for Public Works Construction, 2020 edition.
4. Arizona Department of Transportation Standard Specifications and Details, most recent editions.

**PART 100  
GENERAL CONDITIONS**

**MAG SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS**

**MAG SECTION 102.3 - INTERPRETATION OF QUANTITIES IN PROPOSAL  
REPLACE SECTION AS FOLLOWS**

It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and materials to be furnished under this Contract, which have been estimated as stated in the Proposal, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the proposals offered for work under this Contract; and the Contractor further agrees that the City of Kingman will not be held responsible if any of the quantities shall be found incorrect. The Contractor will not make any claim for the damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release the Contractor from the execution and completion of the whole of any part of work in accordance with the Specifications and Plans herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damage or compensation except as may be provided in this Contract.

**MAG SECTION 104 SCOPE OF WORK**

**MAG SECTION 104.1.4 - CLEANUP AND DUST CONTROL  
ADD NEW SUBSECTION 104.1.4.1 - SITE MAINTENANCE**

To maintain a clean construction site, all demolished materials, to include but not limited to, asphalt pavement, concrete, rock, and dirt shall be removed from the site by the end of each work shift. Stock piling of excess materials on site shall not be allowed. The only material to be stock piled on site shall be materials specifically intended for use or re-use the same work shift. The Contractor may, if approved by the City, place or stockpile materials in the public right-of-way provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations. Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained. No material, when stockpiled shall alter in anyway the existing drainage pattern.

Long term storage of water pipe and fittings will not be allowed on the project site. No more water pipe and fittings shall be delivered to the site than can be installed the same week.

No separate payment shall be made for meeting these requirements.

**MAG SECTION 105 CONTROL OF WORK**

**MAG SECTION 105.6 - COOPERATION WITH UTILITIES  
ADD THE FOLLOWING AT THE END OF THE FIRST SENTENCE OF THE FIRST  
PARAGRAPH**

The contractor shall closely coordinate the construction activities related to this project with the private utility companies to prevent damage to existing facilities and ensure continued utility service throughout the construction period. Utility Company Contacts are as follows:

UNISOURCE ENERGY ELECTRIC  
2498 Airway Ave., Kingman AZ  
P.O. Box 3099, Kingman, AZ 86402  
Mr. Marvin Yarbrough: 928-681-8928

FRONTIER COMMUNICATIONS  
3405 Northern Ave., Kingman, AZ  
P.O. Box 3609, Kingman, AZ 86402  
Ms. Brenda Wiegersma: 928-757-0271

UNISOURCE ENERGY GAS  
3436 N. Evans St., Kingman AZ  
Mr. Frank Perea: 928-681-6508  
Mr. Jeff Field: 928-681-6503

SUDDENLINK CABLE  
2900 Airway Ave., Kingman, AZ  
Mr. Jeremy Brunk: 928-753-8079

KINGMAN MUNICIPAL WATER & SEWER SYSTEM  
3700 E. Andy Devine Ave., Kingman, AZ  
Mr. Rob Owen, Director of Public Works: 928-757-7467

**Critical Slope Advisory:** The Contractor is hereby advised of the following item as a special requirement for this project per these technical specifications.

**Critical Slope Maximums:** This project is for the reconstruction and improvement of existing sidewalks. As such, the provisions of the Americans with Disabilities Act (ADA) and Public Rights-of- Way Accessibility Guidelines (PROWAG) are to be met. It is imperative that sidewalk be constructed that:

1. Has a longitudinal slope at or less than 5%
2. Has a transverse cross slope at or less than 2%
3. Has a curb ramp slope at or less than 7.5% and complies with MAG Standards and Details

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

**MAG SECTION 105.8 - CONSTRUCTION STAKES, LINES AND GRADES  
KA 105.8 (Revised 2004)**

The KA omitted this Section and replaced with KA Section 400.

**MAG SECTION 106 CONTROL OF MATERIALS**



## **MAGSECTION 106.2 - SAMPLES AND TESTS OF MATERIALS**

### **ADD THE FOLLOWING**

The Contractor shall employ and pay for an independent testing laboratory acceptable to the Engineer to provide all materials testing for the project. It shall be the responsibility of the Contractor to control his operations by confirmation tests to verify and confirm that he has complied, and is complying at all times, with the requirements of these Specifications concerning control of materials and testing.

Copies of the test reports shall be submitted promptly to the Engineer.

The required testing shall address all elements which affect the quality of any material or aspect of the project, and includes, but is not limited to, the quality of the subgrade, backfill materials, aggregate base, chips, oil, concrete and asphaltic concrete, and shall include, but not be limited to the following:

- A. Mix designs
- B. Aggregate Production
- C. Quality of Components
- D. Stockpile Management
- E. Proportioning
- F. Mixing, including addition of Mineral Admixture, if required
- G. Placing and Finishing
- I. Compaction

The Engineer may provide quality acceptance sampling and testing. The number of tests and location of each shall be determined by the Engineer. The expense of quality acceptance sampling and testing shall be paid for by the City. Additional sampling and testing required due to failure of the initial test(s) shall be accomplished as provided by the City and these additional expenses shall be deducted from moneys due the Contractor. Construction quality acceptance testing performed by the City of Kingman does not relieve the Contractor or the manufacturer of materials produced for the Contractor, of the obligation to perform and document quality control testing of materials and workmanship.

Measurement and payment for Quality Control will be made at the Lump Sum (LS) contract unit price, which price shall be full compensation for completion of compliance testing and provision of copies of all test results, and performing all work as specified herein.

## **MAG SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

### **MAG SECTION 107.6 - PUBLIC CONVENIENCE AND SAFETY**

#### **ADD THE FOLLOWING**

Contractor shall provide to all residents and businesses affected by the project, access to one of their driveways at all times except as modified by the following: If Contractor finds it unavoidable to temporarily close off access for any time, the residents/businesses affected shall be contacted a minimum of 48 hours in advance and an alternate procedure for access mutually agreed to. Contractor shall provide the Engineer with signed evidence of a mutually accepted agreement between the property owner/business manager/residential manager and Contractor prior to said closure.

### **MAG SECTION 107.9 - PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE**

#### **ADD THE FOLLOWING**

Construction on private property as shown on the plans is per the written consent of the property owner. The property owner will be notified 48 hours in advance prior to entry and performing work. Work within the property will be limited to 8 AM to 5 PM, Monday - Friday, unless otherwise scheduled and approved by the property owner. The Contractor will restore all disturbed areas per the

requirements included within this Section. The contractor is responsible for repairing any damages that occur on the property as a result of this project.

No separate measurement or payment will be made for the restoration of property, existing landscape and irrigation. The cost of restoration shall be included in the unit prices for the work which might cause the disturbance.

## **MAG SECTION 108 COMMENCEMENT, PROSECUTION AND PROGRESS**

### **MAG SECTION 108.5 - LIMITATION OF OPERATIONS:**

#### **ADD NEW SUBSECTION 108.5.1 - WORK HOURS**

To minimize the inconvenience to local businesses, residents, the traveling public and special events in the downtown area, the work may be allowed, at the City's discretion, to be performed at night time between the hours of 6:00 PM and 5:00 AM on week nights, starting on Sunday night and ending on Friday morning.

No extra payment shall be made for meeting the above stated requirements. The City shall have the right to make modifications to these requirements in the best interest of the community.

## **MAG SECTION 109 MEASUREMENTS AND PAYMENTS**

### **ADD THE FOLLOWING**

Changes in the scope of work and/or contract payments must be authorized by the Owner's approval of a Contract Change Order prior to the completion of such work. Work completed without the authorization of the Owner will not be eligible for measurement or payment.

Contrary to the provisions of Section 109.4.1 of MAG Specifications, **no adjustment in unit price will be made for changes in quantity greater than 20 percent.**

## **PART 200 EARTHWORK**

### **MAG SECTION 211 - FILL CONSTRUCTION**

#### **MAG SECTION 211.2 - PLACING**

#### **REMOVE THE FIRST PARAGRAPH IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING**

Rocks or other solid material which are larger than 4 inches in greatest dimension shall not be placed in fill areas. Broken concrete or asphalt shall not be placed in the fill.

#### **MAG SECTION 211.3 - COMPACTING**

#### **REMOVE THE SEVENTH PARAGRAPH IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING**

The interstices around the rock in each layer shall be filled with earth or other fine material and compacted. Broken Portland cement concrete and bituminous pavement shall not be permitted in the fill.

#### **MAGSECTION211.4 - TESTS**

#### **ADD THE FOLLOWING**

Testing frequency shall be one per soil type for proctor density testing (1 minimum) and one per 500 feet per 8-inch lift for compaction testing (1 minimum).

**PART 300  
STREETS AND RELATED WORK**

**ADD THE FOLLOWING SECTION  
SECTION 300 - SAW CUT**

**SECTION 300.1 - DESCRIPTION**

(A) The work under this section shall consist of saw cutting existing pavement where new asphalt concrete (AC) pavement is to match existing AC pavement with no stipulations for overlaying the entire pavement section. This section also includes saw cutting existing Portland cement concrete pavement (PCCP), sidewalks, ramps, driveways, valley gutters, concrete curb and gutter, concrete curb and parking areas where new construction shall match the existing grade of surface that are to remain as indicated on the plans or as designated by the Engineer. The minimum width of the saw cut shall not be less than two feet wide per KA Section 336.2.2.

(B) All saw cuts shall be made to the full depth of the material to ensure a neat line. Paved surfaces designated to remain that is damaged by the saw cutting shall be replaced in kind at the expense of the Contractor.

(C) If the saw cutting of existing PCCP, sidewalks, ramps, driveways, valley gutter, concrete curb and gutter and concrete single curb falls within 30 inches of a joint the concrete shall be removed to the joint.

(D) Measurement for AC pavement and PCCP saw cut and removed will be measured in square yards regardless of the existing pavement depth. Measurement for sidewalks, ramps, driveways and valley gutters saw cut and removed will be measured in square feet regardless of the existing concrete depth. Measurement for concrete curb and gutter and concrete curb saw cut and removed will be measured in linear feet.

(E) Payment for AC pavement and PCCP saw cut and removed will be measured in square yards regardless of the existing pavement depth. Payment for sidewalks, ramps, driveways and valley gutters saw cut and removed will be measured in square feet regardless of the existing concrete depth. Payment for concrete curb and gutter and concrete curb saw cut and removed will be measured in linear feet. Payment includes all material, equipment and labor to saw cut, remove and dispose of surplus material.

**MAG SECTION 301 - SUBGRADE PREPARATION**

**MAG SECTION 301.2 - PREPARATION OF SUBGRADE**

**MAG SECTION 301.2.1. - REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING**

The Contractor shall not use asphalt concrete or other bituminous roadway surfacing materials as embankment fill.

**MAG SECTION 301.7 - MEASUREMENT**

**ADD THE FOLLOWING**

Unsuitable Material removal and replacement with aggregate base material shall not be measured, and payment for this item shall be included in the unit price for Subgrade Preparation.

**MAG SECTION 321 - PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT**

**MAG SECTION 321.12 - MEASUREMENT**

**ADD THE FOLLOWING**

Unsuitable Material removal and replacement with aggregate base material shall not be measured, and payment for this item shall be included in the unit price for Subgrade Preparation.

**MAG SECTION 336 - PAVEMENT MATCHING AND SURFACING REPLACEMENT**

**MAG SECTION 336.2.4.1 - PERMANENT ASPHALT PAVEMENT REPLACEMENT  
REMOVE THE FIRST SENTENCE AND PARAGRAPH (A) IN THEIR ENTIRETY AND  
REPLACE WITH THE FOLLOWING**

The asphalt concrete pavement section replacement shall be as indicated on the plans.

(A) Asphalt concrete pavement shall conform to Section 710 for a C-3/4" mix.

**MAG SECTION 340 - CONCRETE CURB, GUTTER, SIDEWALK, CURB RAMPS,  
DRIVEWAY AND ALLEY ENTRANCE**

**MAG SECTION 340.2.1 - DETECTABLE WARNINGS**

**ADD THE FOLLOWING**

Detectable warnings to comply with KA Standard Specification Section 340.

**MAG SECTION 340.3.3 - CONCRETE PLACEMENT**

**ADD THE FOLLOWING SUBSECTIONS**

**340.3.3.1 - SINGLE CURB**

All single curb shall be constructed per MAG Standard Detail 222.

**340.3.3.2 - CONCRETE DRIVEWAY ENTRANCES AND 9" CONCRETE SLABS**

All driveways shall be in accordance with the details as specified on the plans. For all driveways, high early strength concrete, 9" thick, shall be used to minimize the driveway closure duration for concrete curing. No separate measurement or payment will be made for using high early strength concrete. Depressed curb adjacent to the driveway shall be measured and paid for at the contract unit price for the type of curb used at that location.

The 9" concrete slab is to be constructed behind the concrete driveway to match existing concrete areas as shown on the plans and in accordance with COK Standard Detail 230. The concrete slab will be constructed on prepared subgrade per Section 301 without reinforcement. Concrete shall comply with Table 725-1 for Class A, 3000 psi. The 9" concrete slab constructed behind concrete driveways shall be high early strength concrete to minimize access closure duration. No separate measurement or payment will be made for using high early strength concrete. The Contractor shall furnish all labor, materials and equipment necessary for the construction of the concrete slab in accordance with these specifications and in reasonably close conformity to the lines, grades, thicknesses and details indicated

by the plans or as established by the Engineer. All tests shall be performed by a laboratory approved by the Engineer.

Construction Joints shall be a maximum of 15 feet apart. The Contractor shall submit a jointing pattern for review and approval prior to construction.

### **340.3.3.3 -CONCRETE VALLEY GUTTER**

All concrete valley gutters and spandrels (aprons) shall be constructed on a minimum eight-inch (8") thick aggregate base course compacted to 95% of standard proctor, whether shown on the standard details or not. The 4' wide concrete pad as shown on MAG Standard Detail 240 may be omitted. The concrete valley gutters located at the street intersections includes the spandrel (apron) areas adjacent to the curb ramps, curbs and the valley gutters.

### **MAG SECTION 340.3.10 - DEFICIENCIES**

#### **ADD NEW SUBSECTION 340.3.10.1 ACCEPTANCE**

The Contractor is responsible for protecting the finish surface of concrete by keeping footprints, tire impressions, graffiti, names, etc., from becoming part of the finished product. This may require special scheduling of materials, delivery and/or manpower. All defaced concrete will be replaced by the Contractor at no additional cost to the City. Patching is not acceptable. Cracked concrete will also require replacement. The Engineer shall determine the removal and replacement limits of the damaged/defaced concrete. Removal shall require a neat saw cut edge or removal to the nearest joint.

### **MAG SECTION 340.4 - BACKFILLING**

#### **ADD THE FOLLOWING**

The following slope conditions shall apply:

(A) In areas where the new back of sidewalk elevation is below an adjacent cut slope, the area between the back of sidewalk and the cut slope shall be filled to create a backfill surface that slopes upward at not steeper than 4' horizontal to 1' vertical to intersect the cut slope, draining to the sidewalk.

(B) In areas where the new back of sidewalk elevation is above an adjacent fill slope, the area between the back of sidewalk and the fill slope shall be filled to create a 2' level backfill surface with backfill sloping downward at not steeper than a 4' horizontal to 1' vertical grade that extends to the intersection of the existing ground surface.

(C) Areas behind driveway/sidewalk sections shall not exceed 4' horizontal to 1' vertical slopes in either cut or fill sections. Driveway matchup shall include the provision of matching materials compacted to 95% of standard proctor.

### **MAG SECTION 340.5 - MEASUREMENT**

#### **ADD THE FOLLOWING**

Concrete sidewalks, driveways, alley intersections, valley gutters and aprons will be measured to the nearest square foot complete in place. When concrete sidewalk, sidewalk ramps, driveways, alley intersections, valley gutters, and/or aprons are cut during trenching operations, the square foot measurement for payment will be in accordance with MAG Section 336.

## **MAG SECTION 340.6 - PAYMENT**

### **ADD THE FOLLOWING**

No separate payment will be made for aggregate base course. This item shall be considered incidental to all items in the section.

## **MAG SECTION 350 - REMOVAL OF EXISTING IMPROVEMENTS**

### **MAG SECTION 350.1 - DESCRIPTION**

#### **REPLACE IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING**

The work under this section shall consist of the removal, wholly or in part, and satisfactory disposal of all structures and obstructions which have not been designated on the project plans or specified in the Special Provisions to remain, except for those structures and obstructions which are to be removed and disposed of under other items of work in the contract. The work shall also include salvaging of designated materials and backfilling the resulting voids. Existing structures, pavement, sidewalks, curbs, gutters and other existing improvements which are to become an integral part of the planned improvements shall remain even though not specifically noted. Materials removed and not designated to be salvaged or incorporated into the work shall be disposed of by the Contractor per the Excess Material Section in the General Conditions Supplement.

All existing utilities not designated for removal shall remain in place and be protected against damage. The removal of existing improvements shall be conducted in such a manner as not to injure active utilities or any portion of the improvement that is to remain in place.

The following conditions shall apply for removal, replacement and matching of existing improvements to new construction:

1. Provide a minimum of 24" of transition grading from existing improvements to the back of sidewalk, driveway or top of curb to provide a smooth transition between existing grades and the new improvements.
2. Existing improvements shall be removed and replaced as shown on the plans within the 24" minimum transition zone where necessary to construct the new sidewalk, driveway and/or curbs. This includes concrete, ABC, asphalt/concrete driveway transitions, irrigation components, fences or any other landscape features requiring the transition.
3. Shrubs/low growth vegetation may be trimmed to provide room for forms or other necessary construction devices. Trees shall have branches removed to a minimum of 7' in height where they interfere with pedestrian traffic in sidewalk areas.
4. The Contractor will coordinate with the engineer for the exact limits of the removals and replacements as required at each match up location. Where existing asphalt has to be removed for any construction or repairs, the existing asphalt shall be cut back far enough to remove any asphalt edge damaged by construction and shall not be less than 24" wide. The length of the cut shall be sufficient enough to encompass asphalt that was disturbed by construction activities as directed by the City of Kingman Engineering Representative.

5. The Contractor shall protect in place existing curb and gutter that is to remain adjacent to existing sidewalk that is to be removed. Any curb and gutter damaged by the Contractor shall be removed and replaced at the Contractor's expense.
6. Pavement replacement for trenches shall be per City of Kingman Standard Detail 200-1. All pavement patches shall be compacted with a vibratory steel wheel roller to the same density specified for asphalt concrete pavement. Widths for pavement replacement shall be as shown in MAG Specifications Table 601-1, "TRENCH WIDTHS". Where widths are shown on the plans they shall supersede Table 601-1.
7. ABC shall be used for any match up required at unimproved driveways or other locations subject to vehicle or pedestrian traffic behind sidewalks or curbs. Native materials may be used at other locations not subject to vehicle or pedestrian traffic.
8. Meter boxes, fire hydrants, valves, utility risers, or other facilities within the 24" minimum transition zone must be adjusted to final elevations.

For additional Landscape and Irrigation removal and restoration requirements -Reference Sections 431 and 440 of these Special Provisions.

### **ADD NEW SUBSECTION 350.1.1 - CONSTRUCTION REQUIREMENTS**

Items designated to be salvaged shall be carefully stockpiled or stored by the contractor at locations designated in the General Conditions Supplement or as directed by the Engineer.

Items which are to be salvaged or reused in the new construction and are damaged or destroyed as a result of the contractor's operations shall be repaired or replaced by the contractor at no additional cost to the City.

Holes, cavities, trenches and depressions resulting from the removal of structures or obstructions, except in areas to be excavated, shall be backfilled with suitable material which shall be compacted to a density of not less than 95 percent of the maximum density as determined in accordance with the requirements of Section 601 or Section 211. Backfill of all excavated areas below structures shall be in accordance with Section 206.4.

### **MAG SECTION 350.3 - MISCELLANEOUS REMOVAL AND OTHER WORK REMOVE IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING**

- (A) All fence to be removed, shall become the property of the contractor unless designated for salvage on the project plans. When designated for salvage, fence and gates shall be carefully dismantled and stockpiled. Posts shall be cleaned of all concrete and dirt.
- (B) Remove and reset mail boxes.
- (C) Sign relocations shall include removal of the existing signs, posts and bases. The original sign panel shall be salvaged and installed on new posts and bases as shown on the project plans.
- (D) Remove block walls, concrete walls, footings, concrete aprons, driveways, concrete islands and drainage structures. All drainage structures shall be removed to a depth of at least five feet below finished subgrade elevation unless otherwise noted on the project plans or special provisions.
- (E) Existing storm pipe to be partially removed shall be cut with straight and smooth edges on a plane perpendicular to the center of the pipe. Storm pipe that is not salvaged shall become the property of the Contractor, removed from the project and disposed of properly.

- (F) Install plugs for pipe and remove existing plugs as necessary for new construction.
- (G) Remove pavements and aggregate base where called for on the project plans.
- (H) The existing brick pavers located within the removal limits as shown on the project plans shall be removed and salvaged. The existing brick pavers removed shall be reinstalled as shown on the project plans. The pavers shall be installed on compacted (3/4" minimum) bedding of sand over 4" of compacted aggregate base course per Section 342.

**MAG SECTION 350.4 -PAYMENT**

**REMOVE IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING**

No separate measurement or payment shall be made for removal of existing improvements unless otherwise noted on the plans or if removals are included with the bid items. This work shall be considered incidental and included in the unit price bid for construction of the appropriate contract pay items.

**KA SECTION 400 - SURVEYING STANDARDS**

**KA SECTION 400.4 PRESERVA  
MAG SECTION 401.4 - PRESERVATION OF SURVEY  
MONUMENTS AND BENCH MARKS**

**ADD THE FOLLOWING:**

The following bench marks may be removed with the existing concrete curb and gutter removals:

**BM #            DESCRIPTION**

- 95-2-27 3" Aluminum Disk in the top of curb on the southwest return at Stockton Hill Rd. & Andy Devine Ave.
- 98-32    2" Brass Disk in the top of curb on the southwest return at Broadway Ave. & Andy Devine Ave.

The City of Kingman Survey Department will replace the Bench Marks at no cost to the Contractor.

**MAG SECTION 401 - TRAFFIC CONTROL**

**MAG SECTION 401.4 - TRAFFIC CONTROL MEASURES**

**ADD THE FOLLOWING:**

In addition to vehicle traffic, sufficient and adequate devices and measures to control the pedestrian traffic in and around the job site shall be provided and erected per the Contractors approved traffic control plan.

**MAG SECTION 401.6 - MEASUREMENT  
REMOVE SECTION IN ITS ENTIRETY**

**MAG SECTION 401.7 - PAYMENT  
REMOVE SECTION IN ITS ENTIRETY**

**ADD NEW SECTION 401.8 - MEASUREMENT AND PAYMENT**



Measurement and payment for Traffic Control will be made at the Lump Sum (LS) contract unit price, which price shall be full compensation for supplying and maintaining all materials and elements and performing all work as specified herein.

**ADD THE FOLLOWING SECTION  
SECTION 403 - PERMANENT SIGNING, SIGN POSTS AND DELINEATORS**

**SECTION 403.1 - DESCRIPTION**

Work under this item shall be done in accordance with the project plans and requirements of the Manual on Uniform Traffic Control Devices (MUTCD), COK Detail 132 & 133, and ADOT Signing and Marking Standards.

**SECTION 403.2 - SIGN RELOCATIONS**

Sign relocations shall include removal of the existing sign panels, posts and bases and re-installation of the original sign panel on new posts and bases in conformance with City of Kingman Standard Detail 132 & 133. Sign posts and bases will be measured and paid per each, including the re-installation of the sign panels.

**MAG SECTION 430 - LANDSCAPING AND PLANTING**

**MAG SECTION 430.4 - DECOMPOSED GRANITE AREA**

**REMOVE THE FIRST PARAGRAPH IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING**

All disturbed ground areas shall be restored with decomposed granite (2" thick) and shall be ½" (Color: Mohave Gold) in accordance with Section 795. The Contractor shall coordinate with the City of Kingman Parks and Recreation Department (Jerry Sipe 928-757-1705) prior to any ordering or placement of decomposed granite. Measurement and payment for decomposed granite will be made on the basis of the contract unit price per ton.

**ADD THE FOLLOWING SECTION  
SECTION 431 - LANDSCAPE REMOVALS**

**SECTION 431.1 - REMOVE AND REPLACE EXISTING LANDSCAPE ROCK**

Existing landscape rock and landscape boulders shall be salvaged and reinstalled in their original locations as closely as possible as modified by the new construction in accordance with Section 107.9. If additional ground cover rock is required, the contractor shall provide rock that matches as closely as possible to the existing materials. No separate measurement or payment will be made for removing and replacing landscape rock, this work shall be considered incidental and included in the unit price bid for construction or installation of the appropriate contract pay items.

**SECTION 431.2 - TREE/SHRUB REMOVAL**

Prior to commencing with any tree/shrub removal, the Contractor, Engineer and a representative from COK Parks and Recreation Department shall review the construction disturbance limits and make a final determination as to which trees or shrubs shall remain undisturbed within the limits of the project. Trees/shrubs that will remain shall be protected in place during construction activities. Trees/shrubs damaged during construction, which are intended to remain, shall be trimmed to remove broken or otherwise damaged limbs. Trimming of existing trees may be required if branches encroach into the new or existing sidewalk areas per Section 350.1. No separate measurement or payment will be made for tree removal and trimming, including bush and hedges, this work shall be considered incidental to subgrade preparation.

**MAG SECTION 440 - SPRINKLER IRRIGATION SYSTEM INSTALLATION**

**MAG SECTION 440.1 - LANDSCAPE IRRIGATION SYSTEM REMOVAL AND RESTORATION**

**ADD THE FOLLOWING**

Landscape Irrigation shall be restored per Section 440.4. The Contractor shall only be required to replace the existing system components affected by the new construction with in kind or equal materials and is not responsible to restore the system to working order if it is currently not operating. Contractor shall verify the operational condition of the irrigation system and coordinate any irrigation system relocations with COK Parks and Recreation Department and affected property owners of the facilities prior to construction.

Measurement and payment will be a lump sum for removal and restoration of the irrigation system.

# **PROPOSAL AND FORMS**

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

## **CONTRACTOR'S QUALIFICATION STATEMENT**

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

**SUBMITTED TO: City of Kingman**

**ADDRESS: 310 N. 4<sup>th</sup> St., Kingman AZ 86401**

**SUBMITTED BY:**

**NAME:**

**ADDRESS:**

**ARIZONA CONTRACTOR'S LICENSE #**

**FEDERAL ID #**

**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:



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 (e.g., 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 (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes):
  
  - e. Other liabilities (e.g., 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?
  
  - h. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary):
  
  
  - 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 and Supplementary Conditions are provided by the project engineer as part of the specifications. Insert the correct paragraph numbers where indicated.

**CITY OF KINGMAN  
ANDY DEVINE ADA IMPROVEMENTS  
PROPOSAL FORM**

PROJECT IDENTIFICATION: *ENG22-0032 ANDY DEVINE ROAD, HALL STREET, AND JOHNSON AVENUE ADA IMPROVEMENTS*

CONTRACT IDENTIFICATION AND NUMBER: *CDBG #128-21*

THIS BID IS SUBMITTED TO: *The City of Kingman  
310 N.Fourth 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 30 days after the day of bid opening. Bidder will sign and submit the Contract with the bonds and other documents required by the bidding requirements within 10 days after the date of Notice of Award.
3. In submitting this bid, bidder represents, as more fully set forth in the Contract, that:
  - a. Bidder has examined copies of all of the bidding documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addendum Number
_____	_____
_____	_____
_____	_____

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

- d. Bidder 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 which have been identified in the Supplementary Conditions as provided in the General Conditions, and accepts the determination set forth in the General Conditions of the extent of the technical data contained in such reports and drawings upon which bidder is entitled to rely. Bidder acknowledges that the *City and ENGINEER* 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 *City Engineer* written notice of all conflicts, errors, ambiguities or discrepancies that bidder has discovered in the contract documents and the written resolution thereof by *City Engineer* is acceptable to bidder, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
  - g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself/herself any advantage over any other bidder or over the *City*.
  - h. Bidder has included in each of the Activity Bids, the specified allowance amounts in accordance with the Specifications.
4. Bidder will complete the work in accordance with the contract documents for the following total bid price:

---

\$

CITY OF KINGMAN  
 ANDY DEVINE ROAD, HALL STRETT, AND JOHNSON AVENUE ADA IMPROVEMENTS

TO: THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF KINGMAN, ARIZONA

The Undersigned proposes and agrees to furnish any and all required labor, material, construction equipment, transportation and services for the construction of Andy Devine Avenue, Hall Street, and Johnson Avenue ADA Improvements in strict conformity with the Plans, Specifications, and Special Provisions, for the following unit prices:

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	EXTENDED COST
	<b>Andy Devine Road, Hall Street, and Johnson Avenue ADA Improvements - Project ENG23-0032</b>				
1	Mobilization	1	LS		
2	Stormwater Pollution Prevent on Plan (SWPPP)	1	LS		
3	Sawcut & Remove Asphalt c Concrete Pavement	752	SY		
4	Sawcut & Remove Concrete Driveways, Sidewalks, Curb and Gutter and Valley Gutters	6,146	SF		
5	Sawcut and Remove Existing Concrete Sidewalk	2,520	SF		
6	Sawcut and Remove Existing Concrete	1,454	SF		
7	Sawcut & Remove Concrete Driveway	4,206	SF		
8	Sawcut & Remove Concrete Sidewalk Ramps	3,220	SF		
9	Remove Bollard	2	EA		
10	Remove and Relocate Existing Traffic Control Sign, Post and Base	4	EA		
11	Grading, Excavation and Embankment	463	CY		
12	Sub-Grade Preparation	2,447	SY		
13	Aggregate Base Course	322	TON		
14	AC Pavement - 3" Thickness	502	SY		
15	Traffic Control	1	LS		
16	4" Wide Solid White Striping	100	LF		
17	7" Vertical Curb & Gutter - ADOT Std Dtl C-05 10 Type "D"	2,104	LF		
18	6" Vertical Concrete Curb & Gutter - MAG 220-1, Type 'A'	1,013	LF		
19	Concrete Curb Transition - MAG 220-2	2	LF		
20	Concrete Curb Termination - MAG 222	4	EA		
21	Concrete Sidewalk - COK 230	7,017	SF		
22	Concrete Driveway Entrances - COK 250-2	10,441	SF		
23	Concrete Sidewalk ADA Ramp - COK 233, Type C	3,277	SF		
24	Concrete Valley Gutter - MAG 240	881	SF		
25	Adjust Water Valve Box and Cover to Grade - COK 391-1	3	EA		
26	Adjust Water Meter Vault and Cover to Grade	2	EA		
27	Relocate Electric Pole Base	1	EA		
28	Relocate Electric Pole Guy Anchors	2	EA		
29	½" Decomposed Granite - 2" Thickness	120	TON		
30	Landscape irrigation Restoration	1	LS		
31	Test ng/ Qual ty Control	1	LS		
	<b>TOTAL BID FOR ENG23-0032</b>				\$

**TOTAL BID**

Total Bid (Numbers) \$ \_\_\_\_\_

Total Bid (Words) \_\_\_\_\_

- 5. Bidder agrees that the work (all or any combination of Activities) will be fully completed and ready for final payment within **120 calendar days** after the date when the contract times commences to run as provided in the General Conditions.
- 6. Bidder accepts the provisions of the Contract as to liquidated damages per Maricopa County Association of Governments (MAG) 2020 Standard Specification 108.9 for each consecutive calendar day in the event of failure to complete the work (all or any combination of Activities) within the times specified in the Contract.
- 7. The following documents are attached to and made a condition of this bid:
  - a. Signed and completed Contractor's Qualification Statement and supporting data.
  - b. Proposal Form - Acknowledge all addendums or write "NONE" if no addendums.  
Confirm all math calculations and the total bid amount.
  - c. Bid Security in the form of Bid Bond, unconditional certified check or cashier's check payable to the City of Kingman for 10% of the bid amount.
  - d. Affirmative Action Certification
  - e. Signed "HUD Required Certifications" forms
  - f. Wage Rate Decision #AZ20230008 MOD0
  - g. Subcontractors and Material Suppliers List
  - h. All Federal Davis- Bacon Wage Act Documents, as applicable; LS-2 Contractor's Certification, LS-3 Subcontractor's Certification, LS-4 Payroll Report, LS-5 Statement of Compliance, LS-15 Authorization for Deductions, LS-17 Certification for Applicable Fringe Benefits Payments.
  - i. Section 3 Assurances and Forms; S3B-1 Assurance, S3B-2 Estimated Project Workforce Breakdown, S3B-3 Business Self-Certification, S3C-1A Worker Self-Certification, S3C-1B Worker Employer Certification, S3C-1C Targeted Section 3 Worker Self-Certification, S3C-1D Targeted Section 3 Worker Employer Certification, S3P-1 Notice - Employment and Training Positions Available, S3P-2 Sample Employment Survey, S3R-1C Contractor Report.

8. Communications concerning this bid shall be addressed to:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Submitted on \_\_\_\_\_, 20\_\_\_\_.  
(insert date)

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

If bidder is:

**An Individual**

By (Signature of Individual):
Typed or Printed Name of Individual:
doing business as:
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:	

## AFFIRMATIVE ACTION CERTIFICATION

The *City of Kingman*, as required by national policy, the ARIZONA DEPARTMENT OF HOUSING and the CDBG Program, is an Affirmative Action Employer and therefore encourages the use of minority business enterprises, women-owned business enterprises and small business enterprises in a rural area whenever possible.

Although not required as a part of the bid, the *City of Kingman* requests your cooperation in submitting the following certification as a part of your bid package.

**Name of Firm:** \_\_\_\_\_

**1. Minority Business Enterprise Yes  No**

A minority business enterprise is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

There is no standard definition of minority used by all federal financial assistance agencies; however, recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under Section 5 of Executive Order 11625.

Business firms which are 51 percent owned by minorities, but are in fact managed and operated by non-minority individuals do not qualify.

**2. Women Business Enterprise Yes  No**

A women business enterprise (WBE) is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business; at least 51 percent of the stock is owned by one or more women; and, (2) whose daily business operations are managed and directed by one or more of the women owners.

Business firms which are 51 percent owned by women, but are in fact managed and operated by men do not qualify.

**3. Small Business Enterprise in a Rural Area Yes  No**

A small business enterprise in a rural area (SBRA) is a business concern that is physically located outside any standard metropolitan statistical area.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

\_\_\_\_\_  
(typed name of official)

\_\_\_\_\_  
(signature of official)

\_\_\_\_\_  
(typed name of firm)

\_\_\_\_\_  
(date)

## 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 bylaw.
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 FR42971].

## **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)

**CITY OF KINGMAN**

**ENG23-0032 ANDY DEVINE ROAD, HALL STREET, AND  
JOHNSON AVENUE ADA IMPROVEMENTS**

**WAGE RATE DETERMINATION**

**GENERAL DECISION AZ20230008 MOD 0**

**HIGHWAY CONSTRUCTION PROJECTS**

"General Decision Number: AZ20230008 06/09/2023

Superseded General Decision Number: AZ20220008

State: Arizona

Construction Type: Highway

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

#### HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 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 2023.</li> </ul>

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

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

Modification Number      Publication Date  
0                              01/06/2023



CARP0408-005 07/01/2022

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 32.90	13.62

\* ENGI0428-001 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 31.69	13.52
Group 2.....	\$ 34.96	13.52
Group 3.....	\$ 36.04	13.52
Group 4.....	\$ 37.07	13.52

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

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

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

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

GROUP 3:  
 ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge, Boring Machine (including Mole, Badger & similar type directional/horizontal), Crane (crawler & pneumatic 15>100 tons), Crawler type Tractor with boom attachment & slope bar, Derrick, Gradall, Heavy Duty Mechanic-Welder, Helicopter Hoist or Pilot, Highline Cableway, Mechanical Hoist, Mucking Machine, Overhead Crane, Pile Driver

Engineer (portable, stationary or skid), Power Driven Ditch Lining or Ditch Trimming Machine, Remote Control Earth Moving Machine, Slip Form Paving Machine (including Gunnert, Zimmerman & similar types), Tower Crane or similar type.

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

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

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

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

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IRON0075-004 08/01/2022

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar.....	\$ 28.50	18.16

- Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
- Zone 2: 050 to 100 miles - Add \$4.00
- Zone 3: 100 to 150 miles - Add \$5.00
- Zone 4: 150 miles & over - Add \$6.50

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\* LAB01184-008 06/01/2023

	Rates	Fringes
Laborers:		
Group 1.....	\$ 24.18	7.59
Group 2.....	\$ 25.82	7.59
Group 3.....	\$ 26.68	7.59
Group 4.....	\$ 27.65	7.59
Group 5.....	\$ 28.75	7.59

LABORERS CLASSIFICATIONS:

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

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

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

Gopher, Pre-Cast Manhole Erector, Rigger and Signal Man-Pipeline

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

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

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 PAIN0086-001 04/01/2017

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

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

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 \* SUAZ2009-001 04/20/2009

	Rates	Fringes
CEMENT MASON.....	\$19.28	3.99
ELECTRICIAN.....	\$ 22.84	6.48
IRONWORKER (Rebar)		
Pima County.....	\$ 23.17	14.83
Pinal County.....	\$ 20.27	8.35
LABORER		
Asphalt Raker.....	\$ 15.49 **	3.49
Compaction Tool Operator..	\$ 14.59 **	2.91
Concrete Worker.....	\$ 13.55 **	3.20
Concrete/Asphalt Saw.....	\$ 13.95 **	2.58
Driller-Core, diamond, wagon, air track.....	\$ 16.94	3.12
Dumpman Spotter.....	\$ 14.99 **	3.16
Fence Builder.....	\$ 13.28 **	2.99
Flagger		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma .....	\$ 12.35 **	1.59
Formsetter.....	\$ 16.09 **	3.97
General/Cleanup Laborer		
Coconino, Maricopa, Mohave, Pima, Yavapai & Yuma.....	\$ 14.54 **	3.49
Grade Setter (Pipeline)...	\$ 17.83	5.45
Guard Rail Installer.....	\$ 13.28 **	2.99
Landscape Laborer.....	\$ 11.39 **	
Landscape Sprinkler Installer.....	\$ 15.27 **	
Pipelayer.....	\$ 14.81 **	2.96

Powderman, Hydrasonic.....\$ 16.39	2.58
OPERATOR: Power Equipment	
Asphalt Laydown Machine.....\$ 21.19	6.05
Backhoe < 1 cu yd Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 17.37	3.85
Backhoe < 10 cu yd Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Clamshell < 10 cu yd Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Concrete Pump (Truck Mounted with boom only) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 19.92	7.10
Crane (under 15 tons).....\$ 21.35	7.36
Dragline (up to 10 cuyd) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Drilling Machine (including Water Wells).....\$ 20.58	5.65
Grade Checker Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 16.04 **	3.68
Hydrographic Seeder.....\$ 15.88 **	7.67
Mass Excavator.....\$ 20.97	4.28
Milling Machine/Rotomill....\$ 21.42	7.45
Motor Grader (Finish-any type power blade) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 21.92	4.66
Motor Grader (Rough) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 20.07	4.13
Oiler.....\$ 18.15	8.24
Power Sweeper.....\$ 16.76	4.44
Roller (all typesAsphalt) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.27	3.99
Roller (excluding asphalt)..\$ 15.65 **	3.32
Scraper (pneumatictired) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 17.69	3.45
Screed Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 17.54	3.72
Shovel < 10 cu yd Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Skip Loader (all types <3 cu yd).....\$ 18.28	5.30
Skip Loader (all types 3 < 6 cu yd) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.64	4.86
Skip Loader (all types 6 < 10 cu yd).....\$ 20.15	4.52
Tractor (dozer, pusher - all) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 17.26	2.65

## PAINTER

Coconino, Maricopa,  
Mohave, Pima, Pinal & Yuma..\$ 15.57 \*\* 3.92

## TRUCK DRIVER

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

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). 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.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

**SUBCONTRACTORS & MATERIAL SUPPLIERS LIST**

This attachment to the proposal form shall be submitted along with the proposal form, each of which shall be placed in separate sealed envelopes.

Each envelope shall bear the name of the Contractor making the submittal with the contents clearly identified.

The Contractor shall list below and complete a form LS-3 for all qualified subcontractors or material suppliers he will employ for the various portions of the work indicated. Failure on the part of the Contractor to complete or improperly complete this list will constitute sufficient grounds to reject his/her bid.

The Contractor may list himself/herself to perform one or more of the listed categories of work for which he/she has any requisite state licenses when required. In this case, all personnel performing such work at the site shall be carried on his/her own payroll.

List only a single name for each listing. License numbers will be required of the apparent low bidder only.

Specialty	Subcontractor/Material Supplier Name	License #



## 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

form HUD-4010 (06/2009)

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;

(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 sub paragraph (1) of this paragraph.

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**(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.

## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing --** The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan --** It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Anti-Lobbying --** To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction --** The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan --** The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**Section 3 --** It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

\_\_\_\_\_  
Signature/Authorized Official

Date

## Specific CDBG Certifications

The Entitlement Community certifies that:

**Citizen Participation --** It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan --** Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan --** It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds --** It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) \_\_\_\_\_, \_\_\_\_\_ (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force --** It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

**Compliance with Laws** -- It will comply with applicable laws.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**OPTIONAL CERTIFICATION  
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## Specific HOME Certifications

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

**Eligible Activities and Costs** -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

**Appropriate Financial Assistance** -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

**Major rehabilitation/conversion** – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services ( including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

**Matching Funds** – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction’s consolidated plan.

**Discharge Policy** – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from

publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

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Signature/Authorized Official

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Date

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Title

## HOPWA Certifications

The HOPWA grantee certifies that:

**Activities** -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building** -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **APPENDIX TO CERTIFICATIONS**

### **INSTRUCTIONS CONCERNING LOBBYING:**

#### **A. Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification 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 certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



**FORM LS-2**  
**CONTRACTORS CERTIFICATION CONCERNING LABOR**  
**STANDARDS AND PREVAILING WAGES**

<b>Recipient:</b> City of Kingman	<b>Contract No:</b> ENG 2023-0032
<b>Activity Name:</b> City of Kingman Andy Devine Rd, Hall St, Johnson Ave ADA Improvements	

1. I, the undersigned, am submitting a bid to (name of recipient): City of Kingman for the construction of the (name of project): ENG23-0032 CITY OF KINGMAN ANDY DEVINE ROAD, HALL STREET, AND JOHNSON AVE ADA IMPROVEMENTS and hereby acknowledge that the following items are included in the bid and will 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 # AZ20230008 Modification # MOD 0 Bid Open Date: July 6, 2023 and that
  - c. The correction of any infractions of the aforesaid conditions, including infractions by any of my sub-contractors and 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 #	SAM.gov UEI#	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	
<i>Race</i>	<i>Type of Trade Code</i>
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)):

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
_____	_____	_____

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)

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>
_____	_____	_____

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)

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE CLASSIFICATION</u>
_____	_____	_____



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."

Recipient: City of Kingman Contract No.: ENG 2023-0032 Activity Name: ENG23-0032 CITY OF KINGMAN ANDY DEVINE ROAD, HALL STREET, AND JOHNSON AVENUE ADA IMPROVEMENTS

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

1. I, the undersigned, having submitted a bid or having executed a contract with:  
(contractor or sub-contractor): \_\_\_\_\_ for (name of project): **ENG23-0032 CITY OF KINGMAN ANDY DEVINE ROAD, HALL STREET, AND JOHNSON AVENUE ADA IMPROVEMENTS**  
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 # **AZ20230008**; Modification # **MOD O** 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)

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

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE CLASSIFICATION</u>
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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-4 PAYROLL REPORT

NAME OF CONTRACTOR ( )			OR SUBCONTRACTOR ( )			ADDRESS												
PAYROLL NO.		FOR WEEK ENDING			PROJECT AND LOCATION					PROJECT/CONTRACT NO.								
(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	No. of WH Exem	(2) WORK CLASSIFICATION	(3) DAY AND DATE							(4) TOTAL HOURS	(5) RATE OF PAY	(6) GROSS AMOUNT EARNED	(7) DEDUCTIONS					(8) NET WAGES PAID
			OT	or	ST	HOURS WORKED EACH DAY							FICA	WITH- HOLDING	OTHER	TOTAL DEDUCTIONS		

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

Date \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

(Name of signatory party)

(Title)

do hereby state:

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

\_\_\_\_\_ on the \_\_\_\_\_

(Contractor or subcontractor)

(Building or work)

that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_

20 \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, all persons

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

\_\_\_\_\_ from the full weekly wages earned by

(Contractor or subcontractor)

any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations. Part 3 (29 CFR Subtitle A), Issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

(4) That:

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

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

(6) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate

plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

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

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

# EMPLOYEE RIGHTS

## UNDER THE DAVIS-BACON ACT

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

#### PREVAILING WAGES

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

#### OVERTIME

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

#### ENFORCEMENT

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

#### APPRENTICES

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

#### PROPER PAY

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

Monica Murphy, Grants Administrator  
310 N. 4<sup>th</sup> Street  
Kingman, AZ 86401  
928-753-8159

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



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

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







Recipient: City of Kingman Contract No.: ENG 2023-0032 Activity Name: ENG23-0032 CITY OF KINGMAN ANDY DEVINE ROAD, HALL STREET, AND JOHNSON AVENUE ADA IMPROVEMENTS

### LS-15. AUTHORIZATION FOR DEDUCTIONS

The undersigned authorize deductions, as noted, to be made from his/her wages. It is understood that:

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

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

\_\_\_\_\_  
Signature

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\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

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\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

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\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

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(Page      of      )

2. Name of Contractor/Sub:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone Number

LS-15 2/98

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

**PROJECT NAME: ENG23-0032 CITY OF KINGMAN ANDY DEVINE ROAD, HALL STREET, AND JOHNSON AVENUE ADA IMPROVEMENTS**

**NAME OF CONTRACTOR/SUB: \_\_\_\_\_**

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

## **PROCUREMENT OF CEMENT AND CONCRETE CONTAINING FLY ASH**

### Subpart A-Purpose, Applicability and Definitions

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

### Subpart B-Specifications

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

### Subpart C-Purchasing

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

### **Subpart A-Purpose, Applicability and Definitions**

#### **§ 249.01 Purpose.**

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

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

#### **§ 249.02 Designation.**

Cement and concrete, including concrete products such as pipe and block, containing fly ash is hereby designated by EPA as a product area for which affirmative procurement actions are required on the part of procuring agencies, under the requirements of Section 6002 of RCRA.

#### **§ 249.03 Applicability.**

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

(b) Procurement actions covered by this guideline include all purchases for cement or concrete made directly by a procuring agency or by any person directly in support of work being performed for a

procuring agency, as in the case of general construction contractors and/or subcontractors.

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

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

#### **§ 249.04 Definitions.**

As used in this guideline:

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Subpart B - Specifications**

### **§ 249.10 Recommendations for guide specifications.**

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

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

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

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

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

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

### **§ 249.11 Recommendations for contract specifications.**

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

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

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

(c) Each procuring agency should assure that contract specifications reflect the provisions of paragraphs (a) and (b) of this section by reviewing the contract specifications for any individual construction project before awarding the contract. Procuring agencies are reminded that the statutory requirements apply to projects which are contracted for directly, as well as those projects directly performed under the provisions of grants, loans, funds or similar forms of disbursement.

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

### **§ 249.12 Recommendations for material specifications.**

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

(1) Cement.

(i) ANSI/ASTM C595 - "Standard Specification for Blended Hydraulic Cements."

(ii) Fed. Spec. SS-C-1960/4B - "Cement, Hydraulic, Blended."

(iii) ANSI/ASTM C150 - "Standard Specification for Portland Cement" and Fed. Spec. SS-C-1960/Gen. are appropriate specifications when fly ash is used as a raw material in the production of cement.

(2) Concrete.

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

- (ii) Fed. Spec. SS-C-1960/5A - "Pozzolan, For Use in Portland Cement Concrete."
- (iii) ANSI/ASTM C311 - "Standard Methods of Sampling and Testing Fly Ash and Natural Pozzolans for use as a Mineral Admixture in Portland Cement Concrete."
- (b) Only fly ash which, as a minimum, meets ASTM standards should be used, unless a procuring agency has developed sufficient expertise to use non-specification fly ash for particular applications.

#### **§249.13 Recommendations for fly ash content and mix design.**

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

(b) Information on fly ash and concrete mix design is contained in the "References" section of this guideline. These sources should be consulted in the design and evaluation of the proper mix ratio for a specific project. In general, the concrete mix is adjusted by adding fly ash, while decreasing cement, water, and fine aggregate. The fly ash should be checked for compliance with applicable ASTM standards/Federal specifications, and trial mixes should be made to verify compliance of such mixes with specified quality parameters as is typically done for portland cement concrete.

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

#### **§249.14 Recommendations for performance standards.**

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

### **Subpart C - Purchasing**

#### **§249.20 Recommendations for bidding approach.**

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

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

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

(ii) This bidding approach may be most useful in procurements where cement or concrete is not the sole material purchased, e.g., as in the case of a solicitation covering all phases of construction of an office building. Under this approach, procuring agencies should put offerors on notice that a specification change has taken place and that they should actively seek out suppliers of cement or concrete containing fly ash.

(2)(i) Solicitation of alternate bids, allowing separate price quotations for either portland cement concrete or concrete containing fly ash. Under this approach, award is made to the successful bidder (typically lowest priced responsible offeror) for either one or the other of the materials. However, the

successful bidder can later revise the selection of materials planned for use, for example, due to technical reasons or material availability, subject to approval of the procuring agency/project engineer.

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

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

#### **§249.21 Recommendations for reasonable price.**

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

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

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

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

#### **§249.22 Recommendations for reasonable competition.**

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

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

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

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

#### **§249.23 Reasonable availability.**

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

#### **§249.24 Recommendations for time-phasing.**

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

### **Subpart D - Certification**

#### **§249.30 Recommendations for measurement.**

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



(1) Certify that the percentage of fly ash to be included in the cement or concrete supplied under the contract is in accordance with the amount required by specifications referenced in the solicitation or contract.

(2) Estimate the percentage of fly ash which will be used in a particular mix design, as well as the quantity of fly ash to be supplied under the contract.

(b) Measurement of fly ash content should be made in accordance with standard industry practice, normally on a weight basis, and stated as a percentage of the weight of total cementitious material: (fly ash weight/(fly ash weight + cement weight)) = %. This will often be a reflection of either a typical cubic yard of concrete or ton of cement.

#### **§249.31 Recommendations for documentation.**

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

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

#### **§249.32 Quality control.**

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

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

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

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

#### **§249.33 Date recommendations.**

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

#### **References**

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

1. ASTM. Standard specification for fly ash and raw or calcined natural pozzolan for use as a mineral admixture in portland cement concrete. ASTM C618, latest edition. Annual book of ASTM standards, part 14, Philadelphia, PA.
2. ASTM. Standard methods of sampling and testing fly ash or natural pozzolans for use as a mineral admixture in portland cement concrete. ASTM C311, latest edition. Annual book of ASTM standards, part 14, Philadelphia, PA.
3. ASTM. Standard specification for blended hydraulic cements. ASTM C595, latest edition. Annual book of ASTM Standards, part 14, Philadelphia, PA.

4. Department of the Army, Corps of Engineers, Office of the Chief of Engineers, Washington, D.C. Standard practice for concrete. EM-1110-2-2000, with latest changes.
5. Department of the Army, Corps of Engineers, Office of the Chief of Engineers, Washington, D.C. Guide Specification for concrete. CW-03305, with latest changes.
6. Department of the Army, Corps of Engineers, Office of the Chief of Engineers, Washington, D.C. Guide Specification for cast-in-place structural concrete. CW-03301, with latest changes.
7. Frohnsdorff, G., and J.R. Clifton. National Bureau of Standards, 1981. Fly ashes in cements and concretes: technical needs and opportunities NBSIR 81-2239.
8. General Services Administration. Specification for pozzolan for use in portland cement concrete. Federal Specification SS-C-1960/5A.
9. General Services Administration. Specification for blended hydraulic cement. Federal specification SS-C-1960/4B.
10. Gordian Associates, Inc. 1978. Potential for energy conservation through the use of slag and fly ash in concrete. DOE report SAN-1699-T1.
11. Lovewell, C.E., and E.J. Hyland, 1974. A method of proportioning structural concrete mixtures with fly ash and other pozzolans. ACI Committee 211, "Proportioning Concrete Mixes," SP-46-8: pp. 109- 140 (with 9 references).
12. Tennessee Valley Authority: Singleton Materials Engineering Laboratory, 1979. Properties and use of fly ash in portland cement concrete. Technical report CR-78-2 (with 11 references).

(FR Doc., 83-2335 Filed 1-27-83; 8:45 am)

**BILLING CODE 6560-50-M**

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

Section 3 Assurances (Form S3B-1)

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

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

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

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Signature

---

Date



Term	Definition	Certification/Documentation Requirements
Section 3 Business	<p>A Section 3 Business is a private or nonprofit business that meets at least one of the following criteria:</p> <p>a. Is 51% or more owned and controlled by:</p> <ul style="list-style-type: none"> <li>i. Very-low or low-income persons; or</li> <li>ii. Current public housing or Section 8 assisted project residents.</li> </ul> <p>b. Over 75% of the labor hours performed over the prior three-month period were performed by Section 3 workers.</p> <p><i>The business must meet the technical and legal requirements to perform the contract under consideration.</i></p>	<ol style="list-style-type: none"> <li>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</li> <li>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</li> <li>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.</li> </ol>
Section 3 Worker	<p>A Section 3 worker:</p> <ol style="list-style-type: none"> <li>1. Has an annualized income below 80% AMI for their family size as indicated on the HUD income chart ; or</li> <li>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.</li> </ol> <p><i>The employee must meet the qualifications for the position.</i></p>	<ol style="list-style-type: none"> <li>1. Self-certification that the worker's income is below 80% AMI for their family size; or</li> <li>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</li> <li>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.</li> </ol>
Targeted Section 3 Worker	<p>A Targeted Section 3 worker:</p> <ol style="list-style-type: none"> <li>1. Is a Youthbuild participant or was a Youthbuild participant at the time of hire within the past five (5) years; or</li> <li>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</li> <li>3. Is part of your permanent workforce and your business is a Section 3 Business as defined above.</li> </ol> <p><i>The employee must meet the qualifications for the position.</i></p>	<ol style="list-style-type: none"> <li>1. Self-certification that the worker is a YouthBuild participant; or</li> <li>2. Self-certification that the worker was hired within the past five years and was a YouthBuild participant at the time of hire; or</li> <li>3. Employer certification that the worker is employed by a Section 3 business concern; or</li> <li>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.</li> </ol>

### 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 \_\_\_\_\_

Y	
	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 Youth Build participants.
	None of the above apply

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 \_\_\_\_\_

# 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]

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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:

<input checked="" type="checkbox"/>	
<input type="checkbox"/>	Child care
<input type="checkbox"/>	Transportation
<input type="checkbox"/>	Clothing
<input type="checkbox"/>	English as a second language
<input type="checkbox"/>	Other:

Please indicate office skills that you have:

<input checked="" type="checkbox"/>	
<input type="checkbox"/>	Typing. Words per minute:
<input type="checkbox"/>	Filing
<input type="checkbox"/>	Software programs (list):
<input type="checkbox"/>	Other:
<input type="checkbox"/>	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					

**ARIZONA STATUTORY BID BOND**  
**PURSUANT TO TITLES 28, 34 AND 41, ARIZONA REVISED STATUTES**  
**(Penalty of this bond must not be less than 10% of the bid amount)**

**KNOW ALL MEN BY THESE PRESENTS:**

That, \_\_\_\_\_, (hereinafter "Principal"), as Principal, and \_\_\_\_\_, (hereafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal offices in the City of \_\_\_\_\_ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Kingman, Arizona (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, executors, administrators, successors and assigns, jointly, and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for \_\_\_\_\_  
\_\_\_\_\_.

**NOW, THEREFORE**, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and materials furnished in the prosecution of the contact, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal \_\_\_\_\_ Seal \_\_\_\_\_ Surety \_\_\_\_\_ Seal \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
Attorney-in-Fact

It's: \_\_\_\_\_

AGENCY OF RECORD \_\_\_\_\_ AGENCY ADDRESS \_\_\_\_\_



# **CONTRACT AGREEMENT AND FORMS**

General and Supplementary Conditions are provided by the project engineer as part of the specifications. insert the correct paragraph numbers where indicated.

## CONTRACT AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the *City of Kingman, County of Mohave*, State of Arizona (hereinafter called the "*CITY*") acting herein by the *Mayor of the City of Kingman*, hereunto duly authorized, and \_\_\_\_\_ (hereinafter called the "*CONTRACTOR*") acting herein by \_\_\_\_\_ hereunto authorized.

### WITNESSETH THAT:

The *CITY* desires to implement construction of public roadway access improvements under the general direction of the ARIZONA DEPARTMENT OF HOUSING Community Development Block Grant Program (CDBG Contract #108-19) and the *CITY* desires to engage the *CONTRACTOR*, who is licensed by the State of Arizona Registrar of Contractors, to render certain services in connection with its Project.

NOW, THEREFORE the parties do mutually agree as follows:

#### 1. WORK

*CONTRACTOR* shall complete all work as specified or indicated in the contract documents. The project is generally located within the boundaries of Andy Devine Avenue beginning at Hall Street and continuing approximately 1,200 linear feet east to Johnson Avenue, Johnson Avenue, beginning at Andy Devine Road and continuing approximately 900 feet west to Hall Street, Hall Street beginning at Broadway Avenue and continuing approximately 500 feet south to Andy Devine Road and includes portions of Stockton Hill Road and Broadway Avenue. The work generally consists of Americans with Disabilities Act (ADA) roadway improvements including removal of existing pavement, driveways, sidewalks and other existing improvements and reconstructing the public access portion of the roadway with new asphalt pavement, sidewalks, driveways, ramps, drainage, and other improvements to improve public access facilities to meet ADA compliance.

#### 2. ACCESS TO INFORMATION

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

#### 3. PROJECT MANAGER - ADMINISTRATION

The *CITY* will manage the project. The project manager shall be empowered to perform all administrative functions as required for management of the project and verification of compliance with CDBG and all other administrative requirements.

#### 4. ENGINEER

The Project has been designed by *the City of Kingman* who is hereinafter called ENGINEER and who is to act as the *CITY's* representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the contract documents in connection with completion of the work in accordance with the contract documents.

#### **5. CONTRACT TIMES**

The work will be completed and ready for final payment within **120 calendar days** in accordance with the General Conditions. Time commences to run as provided in *the General Conditions, beginning one day after issuance of the Notice to Proceed.*

#### **6. LIQUIDATED DAMAGES**

*CITY* and CONTRACTOR recognize that time is of the essence of this Agreement and that the *CITY* will suffer financial loss if the work is not completed within the times specified in paragraph 5 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the *CITY* if the work is not completed on time. Accordingly, instead of requiring any such proof, the *CITY* and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty and as allowable by MAG Sec. 108) CONTRACTOR shall pay the *CITY liquidated damages per Maricopa Association of Governments (MAG) 2020 Standard Specification 108.9* for each day that expires after the time specified in paragraph 5. above for final completion until the work is complete and ready for final payment.

#### **7. COMPENSATION AND METHOD OF PAYMENT**

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed: \_\_\_\_\_ . Originals of the Applications for Payment are to be submitted, no later than the first day of the month to:

*The City of Kingman-Attention: Monica Murphy, CDB Administrator  
City Annex, 310 N. Fourth St. Kingman, AZ 86401*

Additionally, no later than the first day of the month, a copy of the Application for Payment is to be faxed to: *Monica Murphy, CDBG Administrator, City of Kingman fax #(928) 753-8159, e-mailed to [mmurphy@cityofkingman.gov](mailto:mmurphy@cityofkingman.gov)* OR HAND DELIVERED TO THE ADDRESS ABOVE.

No later than the fifth of the month, the ENGINEER/CITY shall review and verify the percentage, progress and quality of work completed. No later than the fifth of the month, CITY shall verify compliant completion of all necessary documentation required by CDBG, including but not limited to Davis Bacon and Federal Labor Standards.

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

Until the aggregate value of the duly certified and approved Applications for Payment equals fifty percent (50%) of the contract price (i.e. 50% completion), the *CITY* will make payments in the amount equal to 90% of work completed (i.e. *City* will retain 10% of each estimate as additional guarantee for complete performance of the work), less the aggregate of payments previously made and less such deductions as ENGINEER or *CITY* determines are appropriate to cover claims requiring a greater sum to be retained.

Upon fifty percent (50%) completion, one-half of the amount retained under the 10% retainage provision shall be paid to CONTRACTOR, provided CONTRACTOR is making satisfactory progress on the work and there is no specific cause or claim requiring a greater amount to be retained. After fifty percent (50%)

completion, the *CITY* will retain five percent (5%) providing CONTRACTOR is making satisfactory

progress, coupled with such deductions as ENGINEER or CITY determines are appropriate to cover claims requiring a greater sum to be retained. If at any time, the CITY, with the advice of the ENGINEER, determines satisfactory progress is not being made, ten percent (10%) retainage shall be reinstated for all subsequent payments in accordance with ARS §34-221.

Except as qualified above, upon final completion and acceptance of the work, or designated part of the work on which separate final completion and acceptance and contract price are specified and upon compliance with other terms and conditions of the contract documents, payment may be made in full, including retainage withheld, less such deductions as ENGINEER may recommend or the CITY may withhold to cover claims requiring a greater sum to be retained and liquidated damages.

In lieu of retention, the CITY will, at the option of CONTRACTOR, accept security, as provided in ARS §34-221.

The CITY may deduct from each progress payment and final payment an amount equal to the CITY's estimate of the liquidated damages then due or that would become due based on the CITY's estimate of late completion of the work, if CONTRACTOR fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed to recover schedule. All moneys not paid when due as provided in the General Conditions shall bear interest in accordance with ARS §34-221(G).

## **8. INDEMNIFICATION**

CONTRACTOR represents he has knowledge of all rules and regulations imposed by CDBG and the Department of Housing. CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the CITY and its agency members, the ENGINEER and the ARIZONA DEPARTMENT OF HOUSING from and for any violation caused by him and shall assume full responsibility for payment of Federal, State and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.

## **9. MISCELLANEOUS PROVISIONS**

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

## **10. PROJECT FAMILIARITY AND IDENTIFICATION OF CONFLICTS**

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

- a. CONTRACTOR has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- b. CONTRACTOR has given the ENGINEER a written notice of all conflicts, errors, or discrepancies that he has discovered in the contract documents and the written resolution thereof by the ENGINEER is acceptable to the CONTRACTOR.
- c. CONTRACTOR has examined and carefully studied the contract documents and other related data identified in the bidding documents including "technical data."
- d. CONTRACTOR is familiar with and satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

## **11. INSURANCE**

CONTRACTOR and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under the terms of this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or Subcontractors.

The insurance requirements herein are minimum requirements for and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under this Contract by the CONTRACTOR, his agents, representatives, employees, or subcontractors, or otherwise limit the City's recourse to any remedy available at law or in equity. CONTRACTOR is free to purchase such additional insurance as may be determined necessary.

Minimum Scope and Limits Of Insurance. CONTRACTOR shall provide coverage with limits of liability not less than those shown below:

### **REQUIRED COVERAGE**

#### **Commercial General Liability**

Commercial general liability shall be written on an occurrence basis and covering liabilities arising out of construction of the project herein. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract. Policy shall not exclude explosion, collapse, underground (XCU) hazards, nor the products and completed operations hazards, or inadvertent construction defects, and shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage, but not limited to, the liability assumed under the indemnification provisions of this Contract. Products and completed operations liability coverage shall be maintained throughout this Contract and shall extend for a period not less than five years following acceptance of the project. Contractual liability

applies to the hold-harmless provisions of the contract between the named insured and agreements the insured makes in connection with insured operations. Minimum coverage limit shall be no less than \$1,000,000 CSL. If the policy has an aggregate limit, that limit shall not be less than \$2,000,000.

### **Automobile Liability**

Commercial auto liability includes auto hazards for the owned, non-owned and hired, leased rented, borrowed or otherwise, assigned to or used in connection with the construction of the project. Minimum coverage limit shall be no less than \$1,000,000 CSL.

### **Worker's Compensation and Employers' Liability**

CONTRACTOR shall maintain Worker's Compensation insurance at the statutory level.

Employer's Liability shall be at a minimum of \$1,000,000 each accident, \$500,000 disease policy limits, \$100,000 each employee.

### **Excess Liability**

When excess liability insurance is used to supplement the required insurance limits below, the excess liability insurance must be "follow form" equal or broader in coverage scope as the underlying insurance.

Construction projects up to five million (\$5,000,000) require limits of not less than five million (\$5,000,000) in Commercial General Liability coverage limits. Where the commercial general liability per occurrence policy is less than \$5,000,000, excess liability limits must be purchased so that the total combined policy limits meet or exceed \$5,000,000.

### **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, the following provisions:

All policies, except for the Workers' Compensation and Employers' Liability policies shall contain endorsements naming the City of Kingman and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services herein. On insurance policies where the City of Kingman is named as an additional insured, the City of Kingman shall be an additional insured to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Contract.

The CONTRACTOR's insurance coverage except for workers compensation and employer's liability shall be primary insurance and non-contributory with respect to all other available sources maintained by the City.

The insurance Coverage provided by the CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation. Each insurance policy required under this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits. Should limits or coverage change, thirty (30) days prior written notice shall be provided to the City. Such notice shall be sent directly to the City Senior Representative and shall be sent by certified mail, return receipt requested.

Acceptability Of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with a 2004 "A.M. Best" rating of not less than A-. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.

### **CERTIFICATES OF INSURANCE**

Any failure, actual or alleged, on the part of the City to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the City.

All certificates of insurance and policy endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under the terms of this Contract and remain in effect for the duration of the project and/or beyond project acceptance as required herein. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of this Contract.

The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. If a policy does expire during the life of the project, a renewal certificate of insurance and policy endorsements will be sent to the City of Kingman not less than five (5) days prior to the expiration date. If a policy is to be cancelled, changed or not renewed, a proper notice of such action will be sent to the City not less than thirty (30) days prior to any such action by the insurance company.

Certificate of Insurance, Endorsements, and Notice(s) shall be sent to:

City of Kingman  
Engineering Department  
310 N. 4<sup>th</sup> Street (mail)  
220 N. 4<sup>th</sup> Street(physical)  
Kingman, Arizona 86401

Subcontractors. CONTRACTOR shall ensure all Subcontractors performing work under the terms of this Contract secure and maintain all insurance coverages (including worker's compensation) and other financial sureties required by the laws of this state and within the scope of their services in connection with their presence and the performance of their duties pursuant to this Contract. CONTRACTOR shall be responsible for ensuring that all Subcontractors endorse CONTRACTOR and the City of Kingman as additional insured and that all Subcontractors shall maintain products and completed operations liability insurance for not less than one (1) year following the acceptance date.

### **12. TIMELY SUBMISSION OF LABOR STANDARD FORMS**

All forms necessary for compliance with the Davis Bacon Wage Act, as identified in the Section Labor Standards shall be delivered to *CITY (Monica Murphy, Grants Administrator)* prior to issuance of the Notice to Proceed and subsequent Requests for Payment.



**13. CONTRACT DOCUMENTS**

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

- a. Signed and completed Contractor's Qualification Statement and supporting data.
- b. Proposal Form - Acknowledge all addendums or write "NONE" if no addendums.  
Confirm all math calculations and the total bid amount.
- c. Bid Security in the form of Bid Bond, unconditional certified check or cashier's check payable to the City of Kingman for 10% of the bid amount.
- d. Affirmative Action Certification
- e. Signed "Certifications" forms
- f. Wage Rate Decision #**AZ20230008 MOD0**
- g. Subcontractors and Material Suppliers List
- h. All Federal Davis-Bacon Wage Act Documents, as applicable; LS-2 Contractor's Certification, LS-3 Subcontractor's Certification, LS-4 Payroll Report, LS-5 Statement of Compliance, LS-15 Authorization for Deductions, LS-17 Certification for Applicable Fringe Benefits Payments.
- i. Section 3 Assurances and Forms; S3B-1 Assurance, S3B-2 Estimated Project Workforce Breakdown, S3B-3 Business Self-Certification, S3C-1A Worker Self-Certification, S3C-1B Worker Employer Certification, S3C-1C Targeted Section 3 Worker Self-Certification, S3C-1D Targeted Section 3 Worker Employer Certification, S3P-1 Notice - Employment and Training Positions Available, S3P-2 Sample Employment Survey, S3R-1C Contractor Report.

**14. TERMS AND CONDITIONS**

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

**15. CERTIFICATIONS**

This Agreement is subject to the provisions entitled "Certifications" which were submitted by the CONTRACTOR [on July 6, 2023] and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

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

Approved as to Form:

CITY OF KINGMAN:

\_\_\_\_\_  
*Mayor*

\_\_\_\_\_  
*City Attorney*

CONTRACTOR:

\_\_\_\_\_  
*President*

Attest:

\_\_\_\_\_  
*City Clerk*

## **EXHIBIT "A"**

### **TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT**

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

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

b. The CITY may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Contract is terminated by the CITY as provided herein, the CONTRACTOR will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONTRACTOR, Paragraph 1 hereof relative to termination shall apply.

c. This Contract may be terminated per A.R.S. §38-511, Conflict of Interest.

#### **2. SANCTION, PENALTIES AND DEBARMENT**

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

#### **3. CHANGES**

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

#### **4. PERSONNEL**

a. The CONTRACTOR represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

b. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.

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

**5. ASSIGNABILITY**

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

**6. REPORTS AND INFORMATION**

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

**7. RECORDS AND AUDITS ( MAINTENANCE AND RETENTION)**

The CONTRACTOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the *CITY* to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be retained for five years after the expiration of this contract unless permission to destroy them is granted in writing by the *CITY*.

**8. FINDINGS CONFIDENTIAL**

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

**9. COPYRIGHT**

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

**10. COMPLIANCE WITH LOCAL LAWS**

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

**11. SECTION 3**

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

The *CITY* will monitor compliance with such provisions and standards on behalf of the

The City of Kingman and ADOH. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to the *CITY* is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to contact Monica Murphy, Grants Administrator, (928) 753-8159.

- S3B-1**            **SECTION 3 ASSURANCE** (1 page)  
This form is to be completed by the contractor and **submitted as a part of the bid package or within 3 days of contract award.** Completion of this form provides assurance that the contractor will comply with Section 3 requirements.
- S3B-2**            **ESTIMATED PROJECT WORK FORCE BREAKDOWN** (1page)  
This form is to be completed by the contractor and **submitted as a part of the bid package or within 3 days of contract award.** This form identifies additional positions needed to complete the Section 3 covered project.
- S3B-3**            **SECTION 3 BUSINESS SELF-CERTIFICATION** (1 page)  
This form is to be completed by the contractor if applicable, and **submitted as a part of the bid package or within 3 days of contract award.** The bidder completes this form to qualify as a Section 3 business concern.

**12.     CONTRACTOR will comply with the requirements of the American with Disabilities Act (ADA).**

**13.     INTEREST OF MEMBERS OF A CITY GOVERNING BODY**  
No member of the Governing body of the *CITY* and no other officer, employee, or agent of the *CITY*, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Contract; and the CONTRACTOR shall take appropriate steps to assure compliance.

**14.     INTEREST OF OTHER LOCAL PUBLIC OFFICIALS**  
No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONTRACTOR shall take appropriate steps to assure compliance.

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

**16.     HANDICAPPED ACCESS**  
In performing all construction CONTRACTOR agrees to comply with "The American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable By, the Physically Handicapped." CONTRACTOR represents that he understands said standard specifications and same are incorporated herein by this reference.

**17.     CLEAN AIR ACT, CLEAN WATER ACT**  
The CONTRACTOR shall comply with all provisions requiring compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and EPA regulations, 40 CFR Part 15 which prohibit the use of non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to the USFPA Assistant Administrator for Enforcement.

**18. FEDERAL LABOR STANDARDS PROVISIONS**

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

The CONTRACTOR agrees to comply with the Federal Labor Standards Provisions (HUD Form 4010 [2-83]) which is incorporated by reference herein. The CONTRACTOR shall supply information to the CITY as necessary for monitoring of compliance to include, but not be limited to, submission of Labor Standard Forms included in the bid package, on-site inspections, investigations and/or enforcement by the CITY. The CONTRACTOR agrees to comply with Wage Rate Determination General Decision Number **#AZ20230008 MOD 0** which is included in the bid package and incorporated by reference.

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

*The City of Kingman CDBG Administrator will monitor compliance with such provisions and standards on behalf of the City of Kingman. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to City is listed below. Should you have any questions concerning Federal Labor Standards or the forms to be submitted, please feel free to call Monica Murphy, CDBG Administrator (928)753-8159.*

**LS2 CDBG CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS (3 pages)**

This form is to be completed by the contractor and **submitted as a part of the bid package**. The form must be reviewed and the contractor approved by CDBG Program staff prior to award of the contract.

**LS3 CDBG SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS (3 pages)**

This form is to be completed by **each** subcontractor and **submitted to CITY within 10 days of execution of the subcontract and a minimum of 7 days prior to the subcontractor scheduled to work on site**.

**LS4 WEEKLY PAYROLL REPORT (1 page)**

This form is to be completed by **each** contractor and subcontractor weekly during any period that the contractor or subcontractor is on site. **Forms must be complete, correctly signed and submitted to CITY within seven (7) days of the end of the work week.**

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

- a. Self-employed Owner: This person must be listed on the LS2 or LS3 as an owner, partner or principal (Section 5C) and must also be able to document that the business is bona fide via a tax ID number. Relatives of the owner who are not listed in Section 5C must be paid Davis Bacon and Related Acts wages. A subcontractor who cannot document that the business is bona fide must be listed as an employee on the prime contractor's Weekly Payroll Report.

- b. Apprentices: The contractor/subcontractor must provide written evidence of the registration of the program with the DOL Employment Training Administration, Bureau of Apprentices and Training (BAT) or a state apprenticeship agency. For additional information concerning apprentices, please call *CITY*.
- c. Youth Employment: These individuals must be employed in a bona fide summer youth employment or opportunity program. For additional information concerning apprentices, please call the *CITY*.
- d. Other: On site but non-construction (non-hands on) superintendents, inspectors, engineers, watch persons, water carriers, messengers, clerical workers and working foremen who devote less than 20% of their time to construction work are exempt. If a foreman devotes more than 20% of his/her time to mechanic or laborer duties, they must be paid the applicable wage rate(s) for all hours worked.

**LS5 STATEMENT OF COMPLIANCE (1Page)**

This form is the certification for the Payroll Form LS-4 and is to be completed by **each** contractor and subcontractor weekly during any period that contractor or subcontractor is on site. **Forms must be complete, correctly signed and submitted to CITY WITH THE LS-4 within seven (7) days of the end of the work week.**

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

**LS7 EMPLOYEE RIGHTS (1Page)**

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

**LS15 AUTHORIZATION FOR DEDUCTIONS (1Page)**

This form is to be completed by **each** contractor and subcontractor and is to be **submitted to CITY one week prior to the first payroll.** Please note that each employee that will work on the project must sign the form.

**LS17 CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS  
(1 Page)**

This form is to be completed by **each** contractor and subcontractor and is to be **submitted to CITY one week prior to the first payroll.**

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

### **VERIFICATION OF FRINGE BENEFIT PLAN**

**One week prior to the first payroll, each contractor and subcontractor must submit verification of each fringe benefit plan** by submitting the following information:

- a. Submit a copy of the most recent remittance statement from the company holding the fringe benefit plan such as a bank, union, etc. The remittance statement must verify the employees covered by the Plan and the amount paid into the Plan for each employee by the contractor or subcontractor.  
OR
- b. Submit a letter addressed to *CITY* from each bank, union, etc. holding the fringe benefit plan. The letter must verify which employees are covered by the Plan and the amount paid into the Plan for each employee by the contractor or subcontractor.

### **PRE-CONSTRUCTION CONFERENCE**

The purpose of the Pre-Construction Conference is to provide a forum for The *City of Kingman*, ENGINEER, contractor, and subcontractors to discuss the technical nature of the construction project and all of the compliance requirements of the contract.

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

### **NOTICE PROVISIONS**

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

During construction, *CITY* will monitor compliance with the Davis Bacon Federal Labor Standards Provisions. This monitoring shall include but not be limited to contractor and subcontractor employee interviews, on site inspections, review of the weekly payroll, etc. as required. Copies of the LS forms to be completed during monitoring are available from *CITY*.

## FEDERAL LABOR STANDARDS PROVISIONS U.S. Department of Housing

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### 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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

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

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination, and
- (2)** The classification is utilized in the area by the construction industry, and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.



(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC. 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)(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 asset 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (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 maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either

directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

**4. (i) Apprentices and Trainees. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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 this part 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 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, 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 29 CFR Part 5.5.

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

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

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract.

Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

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

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

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration makes, offers 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.** 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 he or she is employed on such work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore 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 eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the

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

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

### **C. Health and Safety**

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

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) 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).

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

(4010.doc)

Recipient: City of Kingman Contract No.: ENG 2023-0032 Activity Name: ENG23-0032 CITY OF KINGMAN ANDY DEVINE ROAD, HALL STREET, AND JOHNSON AVENUE ADA IMPROVEMENTS

**3 D U**

**This form should be completed and filed in the recipient's Section 3 file if the contractor indicated that they would be hiring as a result of the CDBG project.**

1. The Section 3 Employment and Training Notice (Form S3P-1) was mailed to the following entities (i.e. organizations, community based groups, social service agencies, Headstart Programs) on the date indicated:

Entity	Date
_____	_____

2. The Section 3 Employment and Training Notice (Form S3P-1) was posted as follows:

Location	Date
_____	_____

3. The Section 3 Employment and Training Notice (Form S3P-1) was printed in the following publications and copies of each are attached:

Publication	Date
_____	_____

4. Other actions taken to disseminate the Section 3 Employment and Training Notice (Form S3P-1) (include dates):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Phone Number / E-mail

Recipient: City of Kingman Contract No.: ENG 2023-0032 Activity Name: ENG23-0032 CITY OF KINGMAN ANDYDEVINE ROAD,HALLSTREET,AND JOHNSON AVENUE ADAIMPROVEMENTS

**THIS REPORT MUST BE COMPLETED BY THE CONTRACTOR AND SUBMITTED TO THE RECIPIENT WITH THE CONTRACTOR'S FINAL DRAW. A COPY OF THE COMPLETED FORM MUST ALSO BE SUBMITTED TO ADOH WITH THE REP THAT INCLUDES THE CONTRACTOR'S FINAL DRAW**  
**3 BU U Z R R**

Project No.: \_\_\_\_\_ Total Dollar Amount of Prime Contract: \_\_ Prime Contractor: \_\_\_\_\_

\_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Address of Prime Contractor: \_\_\_\_\_

1.	2.	3.	4.	5.	6.	7.
Name of Sub-contractor/ Vendor	Check <input type="checkbox"/> if Section 3	Address & Telephone Number	Trade/Service or Supply	Contract Amount	Award Date	Federal ID Number

Total Dollar Amount Awarded to Section 3 Businesses: \$ \_\_\_\_\_

Person Completing Form / Date \_\_\_\_\_

Company \_\_\_\_\_

Project Name / Number \_\_\_\_\_

Telephone Number / E-mail \_\_\_\_\_



Recipient: City of Kingman Contract No.: ENG 2023-0032 Activity Name: ENG23-0032 CITY OF KINGMAN ANDYDEVINE ROAD,HALLSTREET,AND JOHNSON AVENUE ADAIMPROVEMENTS

**THIS REPORT MUST BE COMPLETED BY THE RECIPIENT AND/OR CONTRACTOR AND SUBMITTED WITH THE FINAL REQUEST FOR PAYMENT**

1.	2.	3.	4.	5.	6.	7.	8.	9.
<b>3 D W H R Y R R</b>								
Job Category	Total Positions Needed to Complete Job	# Occupied by Permanent Employees	# of Positions Not Occupied	# of Section 3 Applicants	# of Section 3 Applicants Hired	Gender/ Other <sup>1</sup>	Ethnicity <sup>2</sup>	Section 3 Status <sup>3</sup>
Supervisor								
Professional								
Technical								
Office/Clerical								
Others								
TRADE:								
Journeyman								
Apprentices								
Trainees								
Others								
<b>TOTALS</b>								

<sup>1</sup> M = Male F = Female D = Disabled

<sup>2</sup> 1 = White, Non-Hispanic 2 = Black, Non-Hispanic 3 = Hispanic 4 = Asian/Pacific Islander 5 = American Indian/Alaskan Native

<sup>3</sup> 1 = LM living in Service Area 2 = PHA resident living in Service Area 3 = Income Qualified for other LM Program (name program) 4 = Youthbuild Participant  
5 = Homeless Person 6 = PHA or LM person regardless of residence

**Certification: This company hereby certifies that the information provided above is an accurate report of its Section 3 efforts.**

\_\_\_\_\_  
Recipient or Contractor/Sub-contractor

\_\_\_\_\_  
Phone Number / E-mail

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Printed Name / Title

**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.

ARIZONA STATUTORY PAYMENT BOND  
PURSUANT TO TITLES 28, 34, AND 41,  
ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Contract amount)

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_  
\_\_\_\_\_  
(hereinafter "Principal"), as Principal, and \_\_\_\_\_, (hereafter  
"Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office  
in the City of \_\_\_\_\_, holding a certificate of authority to transact surety business in Arizona issued by the Director  
of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the **City of Kingman, Arizona**  
(hereinafter "Obligee"), in the amount of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors,  
successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, to construct \_\_\_\_\_ which contract is hereby referred to and made a part  
hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL SEAL

BY: \_\_\_\_\_

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_

\_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
AGENCY ADDRESS

ARIZONA STATUTORY PERFORMANCE BOND  
PURSUANT TO TITLES 28, 34, AND 41,  
ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Contract amount)

**KNOW ALL MEN BY THESE PRESENTS THAT:** \_\_\_\_\_

(hereinafter "Principal"), as Principal, and \_\_\_\_\_, (hereafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the **City of Kingman, Arizona** (hereinafter "Obligee"), in the amount of:

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

**WHEREAS**, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, to construct \_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
PRINCIPAL SEAL

BY: \_\_\_\_\_

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_

\_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
AGENCY ADDRESS

CITY OF KINGMAN, ARIZONA  
ENGINEERING DEPARTMENT

**CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS**  
**Part 100, Section 109, General Conditions**

PROJECT \_\_\_\_\_  
which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

To the City of Kingman, Arizona

Gentlemen:

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

The undersigned, for the consideration of \$\_\_\_\_\_, as set out in the final pay estimated, as full and complete payment under the terms of the Contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Kingman against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor, performance and materials furnished for the performance of said installation.

Signed and dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

STATE OF ARIZONA    )  
  )ss.  
COUNTY OF MOHAVE )

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_