

8.0 CONSTRUCTION BIDS AND CONTRACTS

This section provides guidance for the *development* of construction bids when CDBG funds are involved. For information regarding the sealed bid *process*, refer to Section 5.

Construction bids are quite lengthy and should contain as much information as possible regarding the project and what will be required of the contractor. This includes federal labor standards, wage rates, non-discrimination provisions, scope of work, etc. The bid package incorporates and includes the actual contract and all attachments and addendum. When the award is made, the signed contract will incorporate those documents by reference.

The following items **MUST** be included in all bids for construction (and therefore the construction contract).

1. Scope of Work/Specifications. This must be a clear and detailed description of the contractor's duties and responsibilities and should include any technical specifications.
2. Required license (refer to Section 3.0).
3. A statement that the project is federally funded.
4. The correct wage rate as provided by the CDBG Program.
5. Federal Labor Standards Provisions (HUD 4010). These provisions are applicable to construction contracts in excess of \$2,000 in which mechanics and labors are employees. Refer to the *Labor Standards Handbook* for additional information pertaining to labor standards requirements.
6. Form LS-2, Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements.
7. Form LS-3, Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements.
8. Form LS-4/5, Payroll Report and Statement of Compliance.
9. Bid Bond (10%).
10. Performance Bond (100%). Required to ensure that funds will be available to hire another contractor in the event of default. (Note: all bonding companies must hold a certification of authority to transact surety business in Arizona as issued by the Arizona Department of Insurance.
11. Payment Bond (100%). Required to ensure payment to all subcontractors.
12. Records Retention. The contractor must agree to retain all records (including payroll records and time cards) for at least five years after the grant closeout or resolution of all audit findings.
13. Access to Records. The contractor must agree to allow the grantee, HOUSING, HUD, and the Office of the Inspector General or their designated representatives, access to all records for review, monitoring and audit.
14. Work Schedule.

15. Payment Amount.
16. Method of Payment. This should state the basis for payment, i.e., if payments will be made on the basis of task completion, invoices, or on a stated timetable. This section should also specify the conditions for payment (e.g., the City Project Manager approval of the street construction) and the conditions for non-payment and any amounts that may be withheld for stated reasons (e.g., 20% of the total amount shall be withheld until ADEQ gives final approval of the sewer project).
17. Sanctions/Penalties. The bid/contract must describe appropriate remedies for violations to include administrative, legal, or contractual. This section may also provide for sanctions and penalties as appropriate.
18. Method of Termination. The bid/contract shall specify the manner in which it may be terminated and the basis for settlement; conditions under which the contract may be terminated for default or because of circumstances beyond the control of the contractor.
19. Cement and Fly Ash Certification.
20. Non-Discrimination Certification.
21. Conflict of Interest Certification. The general intent of this section is to ensure that no employee, agent, consultant, officer or elected official, benefit from the CDBG funds. Grantees are encourage to consult with their legal counsel on this issue.
22. Anti-Lobbying Certification.
23. Affirmative Action for Handicapped Workers, Section 503 Certification.

If the project is Section 3 covered (refer to Section 11) the following items are also required:

24. Section 3 Clause.
25. Form S3B-1 (Section 3 Assurance).
26. Form S3B-2 (Estimated Project Work Force).
27. Form S3B-3 (Business Self-Certification).

This section includes an example construction bid and contract with certifications and forms. When compiling a bid package, the grantee should use the CDBG desk monitoring form as a guide (see Section 14).

EXAMPLES

Notice of Invitation to Bid

Abbreviated Notice of Invitation to Bid

Bid Document (includes contract)

Pre-Bid Conference Agenda

Award/Non Award Letters

**CITY OF SOMERTON
PUBLIC NOTICE
PARKWAY NEIGHBORHOOD STREET IMPROVEMENTS
143 NORTH STATE AVENUE, SOMERTON, ARIZONA**

The *City of Somerton* has been awarded a Federal Community Development Block Grant (CDBG) from the State of Arizona Department of Housing and will accept bids from qualified firms or individuals with a *minimum of A-14 license* as registered with the Arizona Registrar of Contractors to perform the following services: The City of Somerton will procure contractor who will remove the existing asphalt and sidewalks ramps along this 4,073 ft. x 32 ft. wide roadway. Once all the old materials have been removed the contractor will place new vertical concrete curbs and ADA complain sidewalks ramps along with the new asphaltic concrete roadway benefiting 74 residential homes (Existing sidewalk will remain).

For additional information on plan and spec review locations and how to obtain plans and specifications, as well as additional bidding procedures contact: *Project Manager, Samuel Palacios, Public Works Director at (928)722-7371, Fax 928-627-3794, or e-mail: sampalacios@somertonaz.gov. The City of Somerton will conduct a pre-bid conference and site inspection on January 18, 2018 at 10:00 a.m. interested bidders should meet at the City hall 143 North State Avenue, Second floor Executive conference room, Somerton, AZ 85350 (928) 722-7399.*

Sealed bids will be received in the Public Works Department at the second floor of Somerton City Hall, 143 North State Avenue, 2:00 p.m. Pacific Time on Thursday February 1, 2018.

**CITY OF SOMERTON
INVITATION TO BID
PARKWAY NEIGHBORHOOD STREET IMPROVEMENTS
143 NORTH STATE AVENUE, SOMERTON, ARIZONA**

The *City of Somerton* hereinafter referred to as *City*, through a COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) from the STATE OF ARIZONA DEPARTMENT OF HOUSING will accept bids from qualified firms or individuals with a *minimum of a A-14 commercial license* as registered with the Arizona Registrar of Contractors to perform the following services:

PROJECT DESCRIPTION

This federally funded project consists of re-construction of roadway and sidewalks ramps along the 4,073 lf on Parkway Subdivision as follows:

Remove the existing asphalt and sidewalks ramps along the 4,073 lf X 32 lf wide roadway. Place new asphalt and sidewalk ramps at the corner lots following ADA regulations.

OBJECTIVE/SCOPE OF WORK

The Contractor shall furnish all materials, labor, equipment, services, and transportation and perform all the work for the City's project known as the Parkway Neighborhood Street improvements for the City of Somerton, Arizona as called for in the Specifications and Drawings. The proposer should prepare a detailed time schedule for completion. The successful proposer will be required to lend all possible assistance in the preparation, investigation and documentation necessary for compliance with all applicable Davis Bacon/Federal Labor Standards, and other requirements of the State of 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.

PROPOSALS

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

Sealed bids will be received in the Public Works Department at the second floor of Somerton City Hall, 143 North State Avenue, until 2:00 p.m. Mountain Standard Time on Thursday February 1st, 2018, at which time all bids received will be opened and the amount of the total bid and alternates read aloud. Failure of the proposer to complete all of the bid documents may result in rejection of the proposal. All bids should be identified as "Sealed Proposal – Parkway Neighborhood Street Improvements."

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

The *City* will conduct a pre-bid conference and site inspection on *Thursday, January 18, 2018*, beginning at *10:00 a.m.* interested bidders should meet at the *Somerton City Hall Executive conference room (second floor), 143 North State Ave (928)722-7343*, which is accessible to persons with disabilities. Individuals with special accessibility needs, may contact the *City of Somerton ADA Coordinator* at *928-722-7343, 928-627-8866 (TDD Relay)*, or e-mail to sampalacios@somertonaz.gov at least 72 hours prior to the meeting.

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

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

Copies of the plans, specifications and contract documents may be obtained at the City hall (second floor) *Public Works Department 143 North State Avenue. Somerton, AZ 85350. A refundable deposit of \$100.00 will be required for each set of contract documents, plans and specs. Deposit should be in the form of a check payable to the City of Somerton. Such deposit will be refunded upon return of the contract documents, plans and specs with a proposal; or return of the contract documents, plans and specs in good order within one (1) week of the bid opening date; said deposit to otherwise be forfeited to the to the city of Somerton. Limit of two (2) sets of documents per general contractor. Additional sets may be purchased at \$35.00 per set. To receive plans and specs by priority mail, include a separate check for \$13.00 payable to the City of Somerton. Mailing fees are not refundable.*

Bidding documents may be examined at the *City Hall, Somerton, AZ, and the office of the Engineer and at:*

<i>Yuma South West Contractors</i>	<i>Dodge Plan Room</i>	<i>Contractor's Plan Room</i>
<i>350 W 16th St #430</i>	<i>226 W Northern Ave.</i>	<i>P.O. Box 13086</i>
<i>Yuma, AZ 85364</i>	<i>Phoenix, AZ 85021</i>	<i>Tucson, AZ 85732</i>

Correspondence, questions, and/or clarifications of the bidding procedure should be directed to: Public Works Director, Sam Palacios, P.O. Box 638/ 143 North State Avenue, Somerton Arizona 85350 at phone number 928-722-7371, fax (928) 627-3794 or e-mail at sampalacios@somertonaz.gov

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

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

Dated this *23rd* day of *September 2015*
Somerton City Council
Martin Porchas, Mayor

Instructions to Bidders

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

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

Bid Security, Performance Bond and Payment Bond

The bid guarantee shall be in the form of a certified or cashier's check, upon a solvent bank or a surety bond for ten (10%) percent of the amount of the bid.

The Contractor will be required to provide a Performance Bond and Payment Bond, equal to one hundred (100%) percent of the contract amount. No substitution or other form of bond will be allowed.

Such bonds shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable and acceptable to the *City of Somerton* and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.

Insurance

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

The certificate of insurance shall name as additional insured the *City of Somerton*. As required by law, the certificate of insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Arizona, or countersigned by an agent of the carrier authorized to do business in the State of Arizona.

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

COMPLETE THE FOLLOWING INSURANCE REQUIREMENTS AFTER CONSULTATION WITH LEGAL COUNSEL.

- a. Worker's Compensation.....statutory
- b. Protective Bodily Injury
- c. Personal Property
- d. Automobile Bodily Injury and Property Damage

Award of the Contract

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

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

All bids shall remain firm for a period of thirty (30) calendar days after the date of the bid opening. Proposals may not be modified after submittal. Bidders may withdraw proposals at any time prior to bid opening. No proposal may be modified or withdrawn after the bid opening except where the award of the contract has been delayed more than thirty one (31) days.

The Contractor to whom the contract is awarded will be required to execute the contract and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date of receipt of the Notice of Award. The Notice of Award shall be accompanied by the necessary contract documents. If bidder fails to execute the contract, the *City* may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the *City*.

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

Protest Procedure

Bid protests shall be submitted in writing to: *City Clerk, City of Somerton, Arizona* within 72 hours of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, CDBG, *Project Manager*, or others, the *City* will respond to the protest. The *City of Somerton* reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

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

CONTRACTOR'S QUALIFICATION STATEMENT

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

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual

- Joint Venture
- Other

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

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

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

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

8. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:

9. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.

10. On a separate sheet, list major construction projects your organization has in process, giving the name of project, owner, architect, contract amount, percent complete, and scheduled completion date.

11. On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

12. On a separate sheet, list the construction experience of the key individuals of your organization.

13. Trade references:

14. Bank references:

15. Name of bonding company and name and address of agent:

16. Attach a financial statement, audited if available, including Contractor's latest balance sheet and income statement showing the following items:

a. Current assets (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-subsidiary):

- i. Will this organization act as guarantor of the contract for construction?

17. Dated at _____ this
_____ day of _____.

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 _____.

Notary Public

My commission expires: _____

The City of Somerton
PARKWAY NEIGHBORHOOD STREET IMPROVEMENTS
PROPOSAL FORM

PROJECT IDENTIFICATION: Parkway Neighborhood Street Improvements

CONTRACT IDENTIFICATION AND NUMBER: CDBG113-18

THIS BID IS SUBMITTED TO: *The City of Somerton*
143 North State Avenue
Somerton, AZ 85350

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the *City of Somerton* 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. 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 Engineer written notice of all conflicts, errors, ambiguities or discrepancies that bidder has discovered in the contract documents and the written resolution thereof by Engineer is acceptable to bidder, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
 - g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself/herself any advantage over any other bidder or over the *City*.
4. Bidder will complete the work in accordance with the contract documents for the following price:
-
5. Bidder agrees that the work will be fully completed and ready for final payment within **90 calendar days** after the date when the contract time commences.
6. Bidder accepts the provisions of the contract as to liquidate damages of **\$250 per day** for each consecutive calendar day in the event of failure to complete the work within the times specified in the contract.
7. The following documents are attached to and made a condition of this bid:
- a. Required bid security in the form of _____.
 - b. Contractor Qualification Statement and supporting data
 - c. Subcontractor and Material Suppliers List
 - d. Wage Rate Decision
 - e. LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
 - f. Certifications

8. Communications concerning this bid shall be addressed to:

Name _____

Address _____

Phone _____

Submitted on (date) _____ State Contractor License No: _____ DUNS# _____

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:	

PROPOSAL CHECK LIST

- PROPOSAL FORM
- BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK
- CONTRACTOR'S QUALIFICATION STATEMENT WITH SUPPORTING DATA
 - LIST OF MOST REPRESENTATIVE PROJECTS/DAVIS BACON IDENTIFIED
 - IDENTIFICATION OF PROJECT TEAM AND CREW MAKE-UP
 - RESUMES OF KEY PERSONNEL
 - LIST OF CURRENT MAJOR PROJECT COMMITMENTS
 - FINANCIAL STATEMENTS
 - CREDIT REFERENCES
- SUBCONTRACTOR AND MATERIAL SUPPLIERS LIST
- LS-2 CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS
- CERTIFICATIONS

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 504, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;

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, and Handicap 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 there shall be no employment discrimination against "qualified individuals with disabilities."

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, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

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, creed, sex, color, national origin, familial status, religious affiliation or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. 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 GRANTEE setting forth the provisions of this non-discrimination clause.

2. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR for the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap.
3. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The CONTRACTOR will furnish all information and reports required by Executive Order 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/her books, records, and accounts by the GRANTEE's Department of Housing and/or Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the CONTRACTOR's non-compliance with any provision of this contract or with any of such rules, regulations or orders, this Agreement may be canceled, 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
6. The CONTRACTOR will include the provisions of the subparagraphs 12 (a) through (f) 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 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the GRANTEE's Department of Housing and/or Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GRANTEE's Department of Housing and/or Community Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

SECTION 503

(if contract \$25,000 or over)

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
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, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

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, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor 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.

FLY ASH CERTIFICATION

The undersigned is fully aware that this contract is wholly or partially federally funded, and further by submission of this bid certifies that the percentage of fly ash in the concrete or cement is or will be consistent with the amounts required by the EPA Guidelines and/or Code of Federal Register 9CFR) for federal procurement of cement and concrete containing fly ash, which is attached.

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 *City of Somerton, Project Coordination, Inc. (PCI)*, State of Arizona Department of Housing (DOC), 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 five years following the "official State of Arizona Department of Housing "Closeout" date of the grant 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 *City of Somerton or Project Coordination, Inc.*
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 *City of Somerton* that develops at any time during this contract will be immediately disclosed to the *City of Somerton*..

ANTI-LOBBYING CERTIFICATION

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, Affirmative Action for Handicapped Workers -Section 503, Fly Ash, Access to Records and Records Retention, Conflict of Interest, 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 that \$100,000 for each such failure.

(typed name of official)

(signature of official)

(typed name of firm)

(date)

This section should be included in all Section 3 covered contracts. The CDBG Program will notify those grantees who have Section 3 covered activities. Delete this section and the Section 3 forms if not applicable.

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

City of Somerton will monitor compliance with such provisions and standards. 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 of Somerton is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to contact, *Sam Palacios, Public Works Director, 928-722-7371, email: sampalacios@somertonaz.gov*

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 (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.** 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.

Grantee: City of Someton HOUSING Contract No.: 113-18
Activity No.: 2 Activity Name: Parkway Neighborhood Street Improvements

**THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS
OR WITHIN 3 DAYS OF CONTRACT AWARD**

SECTION 3 ASSURANCE

1. I, the undersigned, _____, as official representative of _____
(printed name) (contractor)
agree to comply with Section 3 requirements, to include recordkeeping and reporting, for the
_____. It is understood that failure to comply may result in the
(project)
following sanctions: cancellation, termination or suspension of this contract in whole or in part.
2. Prime Contractor
 - a. The number of positions needed in this project: _____
Details of occupational categories provided in Attachment A _____ (yes)
 - b. The number of these positions to be filled by regular, permanent employees: _____
 - c. The number of positions projected to be filled by low income area residents: _____
Details of occupational categories provided in Attachment A _____ (yes)
3. Subcontractors/Vendors
 - a. The number of subcontractors projected to be utilized for this project: _____
 - b. The number of subcontractors projected to be Section 3 businesses:

 - c. The number of businesses/suppliers projected to be utilized: _____
Dollar amount: \$ _____
 - d. The number of businesses/suppliers projected to be Section 3
businesses/suppliers: _____
Dollar amount: \$ _____

Authorized Signature

Date

S3B-1 (7/01)

Grantee: City of Somerton HOUSING Contract No.: 113-18

Activity No.: 2 Activity Name: Parkway Neighborhood Street Improvements

Attachment A

**THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS
OR WITHIN 3 DAYS OF CONTRACT AWARD**

Section 3

ESTIMATED PROJECT WORK FORCE BREAKDOWN

1.	2.	3.	4.	5.	6.
Job Category	Total Estimated Positions Needed for Project	No. of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	No. of Positions to be Filled with Section 3 Residents	Approximate Hiring Date
Supervisor					
Professional					
Technical					
Office/Clerical					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
TOTALS					

Section 3 Resident

Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3 covered project is located. See attached income schedule.

_____ Company

_____ Company Address

_____ Project Name and Number

_____ Telephone Number

_____ Person Completing Form Date

S3B-2 (7/01)

Grantee: City of Somerton HOUSING Contract No.: 113-18

Activity No.: 2 Activity Name: Parkway Neighborhood Street Improvements

SECTION 3 BUSINESS SELF-CERTIFICATION

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS
OR WITHIN 3 DAYS OF CONTRACT AWARD, IF APPLICABLE

A. Basis for Self-Certification

The _____, located at _____
(name of business) (address)
hereby certifies that it is a Section 3 business, as defined by HUD, on the basis of the following:

(check all applicable)

- 1) _____ 51% or more ownership by Section 3 residents;
- 2) _____ At least 30% of the current permanent, full-time employees are Section 3 residents or were Section 3 residents at the time they were hired (within the past three years);
- 3) _____ Is committed to subcontracting more than 25% of the total dollars awarded by [grantee] to business concerns that meet the qualifications indicated in 1) or 2) above.

B. Certifications

I, the undersigned, hereby certify that:

- 1) I have the legal authority to make these certifications on behalf of _____;
(name of business)
- 2) Documentation exists to verify the basis for the Self-Certification indicated in A. above;
- 3) This documentation will be made available to the grantee, the State of Arizona Department of Housing, HUD or its designated representatives, during normal business hours, upon request;
- 4) This documentation will be maintained for at least five years after completion of the requirements of the contract provided by the grantee;
- 5) The information provided in A. above is true and accurate to the best of my knowledge; and
- 6) I am aware that both I and the business identified above, are liable to civil and criminal penalties for willful falsification of any of the information provided in this document.

signature

date

printed name

title

S3B-3 (7/01)

SUBCONTRACTORS & MATERIAL SUPPLIERS LIST

The Contractor shall list below and complete a form LS-3 for all qualified subcontractors or material suppliers for this project.

Specialty	Subcontractor/Material Supplier Name	License #

General Decision Number: AZ170008 09/22/2017 AZ8

Superseded General Decision Number: AZ20160008

State: Arizona

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/27/2017
2	06/02/2017
3	08/25/2017
4	09/22/2017

CARP0408-005 07/01/2016

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 25.48	11.54

ENGI0428-001 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 24.09	10.52
Group 2.....	\$ 27.36	10.52
Group 3.....	\$ 28.44	10.52
Group 4.....	\$ 29.47	10.52

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

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

GROUP 2:

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

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

GROUP 3:

ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge, Boring Machine (including Mole, Badger & similar type directional/horizontal), Crane (crawler & pneumatic 15>100 tons), Crawler type Tractor with boom attachment & slope bar, Derrick, Gradall, Heavy Duty Mechanic-Welder, Helicopter Hoist or Pilot, Highline Cableway, Mechanical Hoist, Mucking Machine, Overhead Crane, Pile Driver Engineer (portable, stationary or skid), Power Driven Ditch Lining or Ditch Trimming Machine, Remote Control Earth Moving Machine, Slip Form Paving Machine (including Gunnert, Zimmerman & similar types), Tower Crane or similar type.

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

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

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

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

 * IRON0075-004 08/01/2017

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar.....	\$ 26.00	18.85

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

 LABO0383-002 06/01/2017

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

LABORERS CLASSIFICATIONS:

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

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

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

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

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

 PAIN0086-001 04/01/2014

	Rates	Fringes
PAINTER		
PAINTER (Yavapai County only), SAND BLASTER/WATER BLASTER (all Counties).....	\$ 19.50	4.85

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

 SUAZ2009-001 04/20/2009

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

Yuma.....	\$ 14.54	3.49
Grade Setter (Pipeline).....	\$ 17.83	5.45
Guard Rail Installer.....	\$ 13.28	2.99
Landscape Laborer.....	\$ 11.39	
Landscape Sprinkler Installer.....	\$ 15.27	
Pipelayer.....	\$ 14.81	2.96
Powderman, Hydrasonic.....	\$ 16.39	2.58
OPERATOR: Power Equipment		
Asphalt Laydown Machine.....	\$ 21.19	6.05
Backhoe < 1 cu yd Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 17.37	3.85
Backhoe < 10 cu yd Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Clamshell < 10 cu yd Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Concrete Pump (Truck Mounted with boom only) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 19.92	7.10
Crane (under 15 tons).....	\$ 21.35	7.36
Dragline (up to 10 cu yd) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Drilling Machine (including Water Wells).....	\$ 20.58	5.65
Grade Checker Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 16.04	3.68
Hydrographic Seeder.....	\$ 15.88	7.67
Mass Excavator.....	\$ 20.97	4.28
Milling Machine/Rotomill.....	\$ 21.42	7.45
Motor Grader (Finish-any type power blade) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 21.92	4.66
Motor Grader (Rough) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 20.07	4.13
Oiler.....	\$ 18.15	8.24
Power Sweeper.....	\$ 16.76	4.44
Roller (all types Asphalt) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.27	3.99
Roller (excluding asphalt).....	\$ 15.65	3.32
Scraper (pneumatic tired) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 17.69	3.45
Screed Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 17.54	3.72
Shovel < 10 cu yd		

Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Skip Loader (all types <3 cu yd).....	\$ 18.28	5.30
Skip Loader (all types 3 < 6 cu yd) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.64	4.86
Skip Loader (all types 6 < 10 cu yd).....	\$ 20.15	4.52
Tractor (dozer, pusher - all) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 17.26	2.65

PAINTER

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

THIS AND ALL CONTRACTS SHOULD BE REVIEWED BY LEGAL COUNSEL BEFORE SIGNING.

CONTRACT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the *City of Somerton AZ, County of Yuma, State of Arizona* (hereinafter called the “*CITY*”) acting herein by the *Mayor of the City of Somerton*, hereunto duly authorized, and _____ (hereinafter called the “*CONTRACTOR*”) acting herein by _____ hereunto authorized.

WITNESSETH THAT:

The *CITY* desires to engage the *CONTRACTOR* to render construction services for the *Pavement Replacement, CDBG Grant #113-18*.

NOW, THEREFORE the parties do mutually agree as follows:

1. Work

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

The City of Somerton will procure contractor who will remove the existing asphalt and sidewalks ramps along this 4,073 ft x 32 ft wide roadway. Once all the old materials have been removed the contractor will place ADA complain sidewalks ramps along with the new asphaltic concrete roadway benefiting 74 residential homes (Existing sidewalk will remain)

2. Access to Information

It is agreed that all information, data reports, records and plans as are existing, available and necessary for carrying out of the work outlined above have been furnished to the *CONTRACTOR* by the *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 *AIA Contract* and this addendum.

3. Project Manager - Administration

Samuel Palacios Public Works Director will be the project manager. The project manager shall be empowered to perform all administrative functions as required for management of the project and verification of compliance with *CDBG* requirements.

4. Engineer

The Project has been designed by Core Engineering Group 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 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 90 calendar days of the date in 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 time specified. 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) CONTRACTOR shall pay the *CITY Two Hundred and Fifty Dollars (\$250)* for each day that expires after the time specified 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:

405,513.00. Originals of the Applications for Payment are to be submitted, no later than *the first day of the month to:*

*The City of Somerton
Attention: City Clerk
143 North State Ave
Somerton, AZ 85350*

Additionally, no later than the first day of the month, a copy of the Application for Payment is to be faxed to: Samuel Palacios, Project Manager, Public Works Director, at 928,722-7371, Fax 928-627-3794, or e-mail: sampalacios@somertonaz.gov

No later than the fifth of the month, the Project Manger shall review and verify the percentage, progress and quality of work completed. No later than the fifth of the month, Project Manager 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 the 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 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 *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 *CITY* determines are appropriate to cover claims requiring a greater sum to be retained. If at any time, the *CITY*, 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 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 shall bear interest in accordance with ARS §34-221(G).

8. Indemnification

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, and the State of 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 *YUMA 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 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

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

COMPLETE THE FOLLOWING INSURANCE REQUIREMENTS AFTER CONSULTATION WITH LEGAL COUNSEL.

- a. Worker's Compensation.....statutory
- b. Protective Bodily Injury
- c. Personal Property
- d. Automobile Bodily Injury and Property Damage

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 of Somerton 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.

INSERT LIST OF ACTUAL BIDDING DOCUMENTS

- a. *This Agreement pages ____ to ____.*
- b. *Exhibit A, Terms & Conditions.*
- c. *Certifications.*
- d. *Performance, Payment and other Bonds.*
- e. *Notice to Proceed.*
- f. *General Conditions and Supplementary Conditions.*
- g. *Specifications and Drawings incorporated in the bidding documents.*
- h. *Bidding documents including addenda acknowledged in CONTRACTOR bid.*

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 in the bid dated [*insert date*] 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.

The City of Somerton

Approved as to Form:

City Attorney

Mayor

Attest:

CONTRACTOR:

City Clerk

President

Exhibit "A"

TERMS AND CONDITIONS

1. Termination of contract

- a. If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this contract, the 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.a hereof relative to termination shall apply.
- c. This contract may be terminated per A.R.S. §38-511, Conflict of Interest.

2. Sanction, Penalties and Debarment

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

3. Changes

The 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 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, the State of Arizona Department of Housing, or HUD.

9. Copyright

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

10. Compliance with Local Laws

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

The Section 3 clause must be included in all Section 3 covered contracts. The CDBG Program will notify those grantees who have Section 3 covered activities. Delete this section if not applicable.

11. "Section 3" Compliance with the Provision of Training, Employment and Business Opportunities

- a. *The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*
- b. *The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.*
- c. *The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if*

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

- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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 and Employees

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or

degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that no person having any such interest shall be employed in the performance of this contract.

16. Handicapped Access

In performing all construction CONTRACTOR agrees to comply with the American National Standard Specifications for Making Buildings and Facilities Accessible to, and Usable By, the Physically Handicapped (ANSI) and the Americans with Disabilities Accessibility Guidelines (ADAAG). 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) 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 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.

Project Manager will monitor compliance with such provisions and standards on behalf of the *City of Somerton*. 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 Federal Labor Standards or the forms to be submitted, please feel free to call Samuel Palacios at (928) 722-7371 or e-mail to samp@cityofsomerton.com.

LS2 CDBG CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS (2 pages)

A separate 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 (2 pages)

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

LS4 WEEKLY PAYROLL REPORT (2 pages)

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 the Project Manager within seven (7) days of the end of the work week.** Weekly Payroll Reports will be verified by the 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 Project Manager.
- 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 (1 Page)

This form is the certification for the Payroll Form LS-4. A separate form 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 PCI 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 NOTICE TO ALL EMPLOYEES (1 Page)

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 (1 Page)

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

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

VERIFICATION OF FRINGE BENEFIT PLAN

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

- a. A copy of the most recent remittance statement from the company holding the fringe benefit plan such as a bank, union, etc. The remittance statement must verify the employees covered by the Plan and the amount paid into the Plan for each employee by the contractor or subcontractor.
OR
- b. A letter addressed to City of Somerton 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 Somerton*, 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 must be posted on site during construction as well as the Equal Opportunity Employment/Non-Discrimination Notice. All postings shall be clearly visible and easily accessible to employees.

During construction, the 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 the City.

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 I (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 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 (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 I(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 I(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. (contractor needs to be register in Sam.gov)

(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)

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

1. I, the undersigned, am submitting a bid to City of Somerton, Arizona
for the construction of the Parkway Neighborhood Street Improvements
and hereby acknowledge that the following items are included in the bid and will also be incorporated by
reference into the contract, should I be selected as the contractor for the project.
 - a. Labor Standards Provisions (HUD 4010)
 - b. Wage Decision # AZ170008 09/22/2017 AZ8 Modification # AZ20160008; and that
 - c. the correction of any infractions of the aforesaid conditions, including infractions by any of my
subcontractors and any lower tier subcontractors, 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 subcontracted to any subcontractor, if such
subcontractor 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 Subcontractor's Certification Concerning Labor
Standards and Prevailing Wage Requirements executed by each and every subcontractor, preferably prior to
or where circumstances do not allow within ten days after the execution of any subcontract, including those
executed by his/her subcontractors and any lower tier subcontractors.
4. I hereby acknowledge that I am aware that should I sign a subcontract with a subcontractor or should that
subcontractor sign a contract with a lower tiered subcontractor who is found to be ineligible to receive federal
funds, I shall subtract such costs from the amount I will bill the grantee.
5. Further, I certify that:
 - a. The legal name and the business address of the undersigned are:

Legal Name

Business Address
(include city, state & zip code)

Contractor's Lic. No.

Tax ID No.

b. The undersigned is:

- a single 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:

NAME TITLE ADDRESS

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

NAME ADDRESS NATURE OF INTEREST

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

NAME ADDRESS TRADE CLASSIFICATION

6. 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. Type 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 not more than \$5,000 or imprisoned not more than two years, or both."

Approval Use Only

The contractor is eligible to participate in the CDBG funded construction project: Yes No

Comments: _____

Person making this determination (typed or printed name): _____

Signature _____ Date _____

Date grantee or CDBG Program notified of determination: _____

Grantee or CDBG Program notified by: Mail Fax Phone e-mail

LS-2.2 12/00

**LS-3. CDBG SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

1. I, the undersigned, having submitted a bid to or having executed a contract with
(contractor or subcontractor): _____
for (name of project): _____
for (nature of work): _____
in the amount of \$ _____ certify that:
 - a. The Labor Standards Provisions, (HUD 4010), are included in the aforementioned contract or bid:
 - b. Wage Decision # _____ Modifications # _____ 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, corporation, 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 subcontracted to any subcontractor, if such subcontractor or firm, corporation, partnership or association in which such subcontractor has a substantial interest is, to the best of my knowledge, been designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
3. I agree to obtain and forward to the contractor, for transmittal to the grantee prior to or within ten days after the execution of any lower subcontract, a Subcontractor's Certification concerning Labor Standards and Prevailing Wage Requirements, LS 3, executed by the lower tiered subcontractor.
4. I hereby acknowledge that I am aware that should I sign a subcontract with a subcontractor or should that subcontractor sign a contract with a lower tiered subcontractor who is found to be ineligible to receive federal funds, I shall subtract such costs from the amount I will bill the grantee.
5. I further certify that:
 - a. The legal name and the business address of the undersigned are:

Legal Name

Business Address
(include city, state & zip code)

**Subcontractor
License No.**

Tax ID No.

- b. The undersigned is:
 - a single proprietorship;
 - a partnership;
 - a corporation organized in the State of _____ ;or
 - another organization (describe) _____

LS-3.1 12/00

c. The name, title and address of the owners, partners or officers of the undersigned are:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
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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 (IF NONE, SO STATE):

<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 (IF NONE, SO STATE):

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE CLASSIFICATION</u>
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6. 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. Type 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 not more than \$5,000 or imprisoned not more than two years, or both."

Approval Use Only

Subcontractor is eligible to participate in the CDBG funded construction project: Yes No

Comments: _____

Person making this determination: (typed or printed name): _____

Signature _____ Date _____

Date grantee or CDBG program notified of determination: _____

Grantee or CDBG Program notified by: Mail Fax Phone e-mail

LS-3.2 12/00

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	
			O T O R S T	HOURS WORKED EACH DAY									FICA	WITH-HOLDING	OTHER	TOTAL DEDUCTIONS		
				1	2	3	4	5	6				7					
			C															
			S															
			C															
			S															
			C															
			S															
			C															
			S															

CDBG USE ONLY

Date Received: _____ Date Reviewed: _____ Reviewed By: _____

LS-5 - STATEMENT OF COMPLIANCE

Date _____

I, _____ (Name of signatory party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____ the _____ (Contractor or subcontractor) (Building or work)

that during the payroll period commencing on the _____ day of _____,

19 _____, and ending the _____ day of _____, 19_____, 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.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE
----------------	-----------

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

CDBG USE ONLY	
Date Received: _____	Date _____
Reviewed: _____	
Reviewed By: _____	

NOTICE TO ALL EMPLOYEES

Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of 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 a week. There are some exceptions.

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, contact the Contracting Officer listed below:

Ana Galaviz City of Somerton 143 N State
Ave Somerton, Arizona, PH: 928-722-7330
Email: anagalaviz@somertonaz.gov

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:
**U.S. Department of Labor
Employment Standards Administration**

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	c. AMOUNT	d. PURPOSE
-------------------	---------	-----------	------------

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

(additional page attached: Yes No)

2. Name of Contractor/Sub:

Signature of Authorized Representative

Date

Typed Name

Phone Number

LS-17. CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

PROJECT NAME: _____

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 Resource 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 architectural 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/architect, 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: $(\text{fly ash weight}/(\text{fly ash weight} + \text{cement weight})) = \%$. 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

PRE-BID CONFERENCE BRIEFING

Held January 18, 2018 for the City of Somerton CDBG #113-18, Activity #2, City Hall

* This project is funded by a Community Development Block Grant (CDBG). Compliance requirements may be **more demanding** than other federally funded projects you may have done.

* The bid document is as required by the State of Arizona Department of Housing in order that all federal labor standards requirements are met.

* Although clearly indicated in the Bid Document, as a reminder, the following is a list of forms which are **required** to be completed and submitted with the contractor's bid:

Bid Schedule/Proposal
Non-Collusion Affidavit
List of Possible Subcontractors (if applicable)
Bid Bond 10%
LS-2, Contractor's Certification
Fly Ash Cement Certification
Certification Signature Form
Section 3 - S3B-1, S3B-2, S3B-3 and possibly S3B-4

* The LS-2 is required at time of bid for determination of eligibility. This form is verified by the State of Arizona Department of Housing according to the Department of Labor's Debarment List. Signature by the contractor acknowledges that they are eligible and will follow all labor standards requirements. **A contract will not be awarded and federal funds will not be paid to any contractor found ineligible by the Department of Labor.**

* The Fly Ash Cement Certification is required at the time of the bid as a promise of "good faith" that if cement is used during the project you will follow the required fly ash specifications in accordance with the regulation.

* Upon receipt of Notice of Award the contractor will be required to complete and submit an LS-3, Subcontractor's Certification form for each subcontractor who will be or might be working on this project. **The Notice to Proceed will not be issued until all have been verified by the State of Arizona Department of Housing.**

* Please note the following:

** Davis Bacon Wages apply. You have been provided the current wage rate decision for this project. PLEASE REVIEW THIS DECISION WHEN SUBMITTING YOUR BID AND TAKE INTO ACCOUNT ALL OF THE CLASSIFICATIONS WITHIN THE WAGE RATE DECISION!

** If there are classifications which not been identified, the prime contractor must conduct a survey of like classification among three (3) contractors within the county and determine an average wage rate and fringe benefit rate, and if necessary, group breakdowns. **The average figure CANNOT be lower than the lowest paid classification other than laborer and truck driver.** After your survey, contact the City for assistance in completing the required documentation to submit to the Department of Labor. If the Department of Labor does not agree with your determination and comes back with a higher wage rate, you must make restitution to all employees under that classification.

* Other Information Items:

** Bid Opening Date/Time: Thursday, *February 1, 2018, 2:00 p.m.*

** Award Decision expected by: *Regular Council Meeting, February 20th, 2018*

** Protest Period: [Describe]

* Once the construction begins, The City will conduct on-site interviews with 25% of prime contractor employees as well as 25% of each subcontractor's employees. **Time spent on the interview will not be deducted from employees' wages.** The interviews will be conducted once a week for the first month and once a month, thereafter, until the project is completed. Information gathered from the interviews will be used to verify payrolls. **Except for mobilization costs, funds will not be released until the first payroll has been reviewed and verified by the City.**

June 30, 2001

Mr. John Smith
Con Struction Contractors, Inc.
4444 44th Street
Oz, Arizona 99994

Dear Mr. Smith:

RE: NOTICE OF INTENT TO AWARD FOR CONSTRUCTION SERVICES FOR THE CITY OF SOMERTON, STREET IMPROVEMENTS PROJECT (CDBG #999-99)

You are hereby notified that the *City of Somerton* intends to award you the construction contract for the above cited CDBG project, in the base bid amount of \$122,000.

To comply with CDBG program requirements, time must be allotted for all participating firms to comment on or protest the City's decision. We do not however, anticipate any protests. Therefore, **the contract documents will be sent to you by July 15, 2001.**

You must comply with the following conditions within *ten (10)* days of receiving the contract:

1. Deliver to the *City of Somerton*, hereafter referred to as the OWNER, *three (3)* executed and complete contracts. All appropriate documents must be signed by the principals and corporate seals affixed as appropriate.
2. One (1) Performance Bond in the amount of the contract.
3. One (1) Labor and Material Payment Bond in the amount of the contract.
4. One (1) Certificate of Insurance. This must meet the minimum requirements to include Worker's Compensation. Please ensure that the *City of Somerton* is designated as additional insured.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your proposal abandoned and annul this Notice of Intent to Award.

After you comply with the above-referenced conditions, the OWNER will return to you one fully executed contract. One will be retained by the *City* and one will be forwarded to *PCI*.

A Pre-Construction Conference will be scheduled at our mutual convenience. We ask that your payroll personnel attend this meeting for an additional briefing on payroll requirements.

City of Somerton
(OWNER)

authorized signature

EXAMPLE

June 30, 2001

*Con Struction Contractors, Inc.
7777 E. 77th Boulevard
Oz, Arizona 99994*

Dear Sir:

**RE: NOTICE OF NON-AWARD FOR CONSTRUCTION SERVICES FOR THE CITY OF SOMERTON
STREET IMPROVEMENTS PROJECT (CDBG CONTRACT #999-99)**

You are hereby notified that your bid for the above-mentioned CDBG contract was considered. I regret to inform you that you have not been awarded the contract.

You have the right to protest the decision made by the *City*. If your firm wishes to protest either informally or formally, the deadline is *4:00 p.m., Thursday, July 17, 2001*. (*If the protest procedure was not included in the bid package, it must be included here.*)

The *City of Somerton* would like to take this opportunity to thank you for submittal of your proposal.

Sincerely,

authorized signature