

TOWN OF CAMP VERDE

CDBG GRANT #100-11

PROJECT MANUAL VOLUME I

Bid Documents for HOLLAMON STREET IMPROVEMENTS

MAY, 2012

Project Contacts:

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**TOWN OF CAMP VERDE
HOLLAMON STREET IMPROVEMENTS
CDBG CONTRACT #100-11**

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BID SCHEDULE AND SPECIAL PROVISIONS ARE IN THE PROJECT MANUAL VOLUME II.

PLANS AND SPECIFICATIONS ARE COMPRISED OF 5 SHEETS

**REQUEST FOR BIDS
(Advertisement)
CAMP VERDE HOLLAMON STREET IMPROVEMENTS**

The Town of Camp Verde has been awarded a federal Community Development Block Grant (CDBG) from the Arizona Department of Housing for HOLLAMON STREET IMPROVEMENTS and will accept bids from qualified firms registered with the Arizona Registrar of Contractors to perform the following services: Install curbs and gutters on the north and south side of Hollamon Street between Main and 6th Streets; install ADA compliant sidewalks on the north side of Hollamon Street between Main and 6th Streets; construct approximately 2,000 linear feet of AC pavement.

Bidding documents may be examined and plans and specifications may be obtained beginning June 4 at the following plan rooms:

Central Arizona Plan Exchange (CAPE), 905 Cove Parkway, Ste. 103, Cottonwood, AZ 86326, 928-646-9070, (fax) 928-639-2726; OR (CAPE), 345 North Arizona Avenue, Prescott, AZ 86301, 928-445-7101, (fax) 928-445-4744.

Copies of the Project Manual, including plans and specifications, can be obtained upon payment of \$32.00 per set. Plans can also be viewed on the Camp Verde website at www.cvaz.org. (See Public Works page)

All bids must be on a lump-sum basis. Segregated bids will not be accepted.

There will be a **MANDATORY** pre-bid conference and site inspection on June 13, 2012, beginning at 10:00 a.m. Interested bidders should meet at Camp Verde Public Works office at 395 S. Main Street, Camp Verde, AZ 86322, (928) 567-0534.

Bids must be sealed, labeled "Hollamon Street Improvements", and delivered to Camp Verde Public Works office at 395 S. Main Street, Camp Verde, AZ 86322, no later than **3:00 p.m. on June 26, 2012**. Faxes are not acceptable. Late bids will be returned unopened.

Correspondence, questions, and/or clarifications of the bidding procedure should be directed to: Isabel Rollins, NACOG, 221 North Marina Street, #201, Prescott, AZ 86301; by phone at (928) 778-2692; or email to: isrollins@nacog.org.

Correspondence, questions, and/or clarifications concerning the plans or specs should be directed to: Ron Long, Camp Verde Public Works, 395 S. Main Street, Camp Verde, AZ 86322, (928) 567-0534, or email to: deb.ranney@campverde.az.gov.

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

Camp Verde Journal: Wednesday, June 6

Camp Verde Bugle: Friday June 1, Sunday June 10

TOWN OF CAMP VERDE
INVITATION TO BID
HOLLAMON STREET IMPROVEMENTS
Camp Verde, Arizona

The Town of Camp Verde hereinafter also referred to as Town, through a COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) from the ARIZONA DEPARTMENT OF HOUSING will accept bids from qualified firms or individuals registered with the Arizona Registrar of Contractors to perform the following services:

PROJECT DESCRIPTION

This federally funded project consists of the installation of curbs and gutters on the north and south side of Hollamon Street between Main and 6th Streets; ADA compliant sidewalks on the north side of Hollamon Street between Main and 6th Streets; and approximately 2,000 linear feet of AC pavement, as outlined in the plans and specifications.

SCOPE OF WORK

The Contractor shall furnish all materials, labor, equipment, services, transportation and perform all the work for the project known as the Hollamon Street Improvements for the Town of Camp Verde, as called for in the Specifications and Drawings. The successful proposer will be required to lend all possible assistance in the preparation, investigation and documentation necessary for compliance with all applicable Davis Bacon/Federal Labor Standards, and other requirements of the Arizona Department of Housing, CDBG Program. The successful proposer should be prepared to comply with all local, state and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations.

PROPOSALS

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

Bids must be sealed, labeled "Hollamon Street Improvements", and delivered to Camp Verde Public Works office at 395 S. Main Street, Camp Verde, AZ 86322, no later than 3:00 p.m. on June 26, 2012. At 3:05 p.m. 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.

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 Town of Camp Verde. Said bid security shall be considered liquidated damages and shall be forfeited to the Town of Camp

Verde in the event the proposal is accepted and the successful bidder fails to execute the CONTRACT and furnish the required bonds within ten (10) working days after the notice of bid award.

The Town will conduct a **Mandatory pre-bid conference and site inspection on June 13, 2012**, beginning at 10:00 a.m. Interested bidders should meet at the Camp Verde Public Works Building, 395 South Main Street, Parks and Recreation Conference Room, Camp Verde, (928) 567-0534.

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 Town, a copy of the question and answer will be provided to all prospective bidders who have requested a set of plans. This response shall serve as an addendum to the advertised call for bids and become part of the Town's approved plans.

Bidding documents may be examined and plans and specifications may be obtained beginning June 4, 2012 at the following plan rooms:

Central Arizona Plan Exchange (CAPE), 905 Cove Parkway, Ste. 103, Cottonwood, AZ 86326, 928-646-9070, (fax) 928-639-2726; OR CAPE, 345 North Arizona Avenue, Prescott, AZ 86301, 928-445-7101, (fax) 928-445-4744.

Copies of the Project Manual, including plans and specifications, can be obtained upon payment of \$32.00 per set. Plans can also be viewed on the Camp Verde website at www.cvaz.org. (See Public Works page)

All bids must be on a lump-sum basis. Segregated bids will not be accepted.

Correspondence, questions, and/or clarifications of the bidding procedure should be directed to: Isabel Rollins at the address above; by phone at (928) 778-2692; or email at irollins@nacog.org.

Correspondence, questions, and/or clarifications concerning the plans or specs should be directed to: Ron Long, Camp Verde Public Works, 395 S. Main Street, Camp Verde, AZ 86322, (928) 567-0534, or email to: deb.ranney@campverde.az.gov.

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

Instructions to Bidders

Proposers are requested to keep the narrative portion of their proposal (responses to Contractor's Qualification Statement) to no more than ten (10) pages. The proposal is to contain all information listed and in the order listed on the proposal cover sheet, which is included in this solicitation. Submit one original and two copies of the proposal which shall be sealed and filed at the time and place indicated in the Invitation to Bid. Proposers must adhere to the following:

1. Utilizing the form provided, complete the Contractor's Qualification Statement, being certain to include the following information:
 - a. Include information concerning the firm's experience in the past five years in the construction of public works 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 will 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.
2. Utilizing the form provided, identify subcontractors and material suppliers. No change of the subcontractors named therein will be made unless first approved in writing by the Town.
3. Provide a detailed timeframe for project completion (use your own format).
4. Utilizing the forms provided, submit the LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, and ~~LS-3 Subcontractors' Certification for any subcontractors~~. These forms are to be signed by the owner or corporate officer of the firm.
5. Utilizing the form provided, submit the signed Certifications. This form is to be signed by the owner or corporate officer of the proposer.

Bid Security, Performance Bond and Payment Bond

The proposal 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 *Town of Camp Verde* and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.

Insurance

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

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

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

- a. Worker's Compensationstatutory
- b. Protective Bodily Injury ..\$1,000,000 each occurrence and annual aggregate
- c. Personal Property\$1,000,000 each occurrence and annual aggregate
- d. Automobile Bodily Injury \$1,000,000 each occurrence and annual aggregate and Property Damage

Award of the Contract

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

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

All bids shall remain firm for a period of 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 contract documents. In case of failure of the bidder to execute the Contract, the Town may consider the bidder in default, in which case the bid Bond accompanying the proposal shall become the property of the Town.

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: Town Clerk, Town of Camp Verde, 473 South Main Street, Suite102, Camp Verde, Arizona 86322, 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, NACOG, Project Manager, or others, the Town will respond to the protest. The Town reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

PROCUREMENT OF CEMENT AND CONCRETE CONTAINING FLY ASH

Subpart A-Purpose, Applicability and Definitions

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249.02	Designation.
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Subpart B-Specifications

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249.11	Recommendations for contract specifications.
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249.14	Recommendations for performance standards.

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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: (fly ash weight/(fly ash weight + cement weight)) = %. This will often be a reflection of either a typical cubic yard of concrete or ton of cement.

§249.31 Recommendations for documentation.

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

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

§249.32 Quality control.

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

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

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

(c) Agencies desiring a testing or quality assurance program for cements, blended

cements, or fly ash should contact the U.S. Army Engineer Waterways Experiment Station, P.O. Box 631, Vicksburg, Mississippi 39180.

§249.33 Date recommendations.

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

References

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

1. ASTM. Standard specification for fly ash and raw or calcined natural pozzolan for use as a mineral admixture in portland cement concrete. ASTM C618, latest edition. Annual book of ASTM standards, part 14, Philadelphia, PA.
2. ASTM. Standard methods of sampling and testing fly ash or natural pozzolans for use as a mineral admixture in portland cement concrete. ASTM C311, latest edition. Annual book of ASTM standards, part 14, Philadelphia, PA.
3. ASTM. Standard specification for blended hydraulic cements. ASTM C595, latest edition. Annual book of ASTM Standards, part 14, Philadelphia, PA.
4. Department of the Army, Corps of Engineers, Office of the Chief of Engineers, Washington, D.C. Standard practice for concrete. EM-1110-2-2000, with latest changes.
5. Department of the Army, Corps of Engineers, Office of the Chief of Engineers,

Washington, D.C. Guide Specification for concrete. CW-03305, with latest changes.

6. Department of the Army, Corps of Engineers, Office of the Chief of Engineers, Washington, D.C. Guide Specification for cast-in-place structural concrete. CW-03301, with latest changes.
 7. Frohnsdorff, G., and J.R. Clifton. National Bureau of Standards, 1981. Fly ashes in cements and concretes: technical needs and opportunities NBSIR 81-2239.
 8. General Services Administration. Specification for pozzolan for use in portland cement concrete. Federal Specification SS-C-1960/5A.
 9. General Services Administration. Specification for blended hydraulic cement. Federal specification SS-C-1960/4B.
 10. Gordian Associates, Inc. 1978. Potential for energy conservation through the use of slag and fly ash in concrete. DOE report SAN-1699-T1.
 11. Lovewell, C.E., and E.J. Hyland, 1974. A method of proportioning structural concrete mixtures with fly ash and other pozzolans. ACI Committee 211, "Proportioning Concrete Mixes," SP-46-8: pp. 109-140 (with 9 references).
 12. Tennessee Valley Authority: Singleton Materials Engineering Laboratory, 1979. Properties and use of fly ash in portland cement concrete. Technical report CR-78-2 (with 11 references).
- (FR Doc., 83-2335 Filed 1-27-83; 8:45 am)

BILLING CODE 6560-50-M

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing and Urban Development

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.

(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)

General Decision Number: AZ120013 03/23/2012 AZ13

Superseded General Decision Number: AZ20100013

State: Arizona

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	03/23/2012

CARP0408-005 07/01/2011

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 23.58	8.49

ENGI0428-001 06/01/2010

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 21.95	9.79
Group 2.....	\$ 25.22	9.79
Group 3.....	\$ 26.30	9.79
Group 4.....	\$ 27.33	9.79

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 08/01/2011

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar.....	\$ 26.52	19.35
Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson		
Zone 2: 050 to 100 miles - Add \$4.00		
Zone 3: 100 to 150 miles - Add \$5.00		
Zone 4: 150 miles & over - Add \$6.50		

LABO0383-002 06/01/2010

	Rates	Fringes
Laborers:		
Group 1.....	\$ 17.61	4.35
Group 2.....	\$ 18.63	4.35
Group 3.....	\$ 19.42	4.35
Group 4.....	\$ 20.51	4.35
Group 5.....	\$ 21.49	4.35

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 04/01/2010

	Rates	Fringes
PAINTER		
PAINTER (Yavapai County only), SAND BLASTER/WATER BLASTER (all Counties).....	\$ 17.85	4.70

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

	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

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.

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

CONTRACTOR CONTRACT

This contract is between, _____(name/address)_____, (referred to in this contract as the CONTRACTOR), warranting itself to be licensed and qualified to perform the work specified herein, and _____(name/address)_____, (referred to in this contract as GRANTEE).

WHEREAS, The Town of Camp Verde is in receipt of a Community Development Block Grant from the Arizona Department of Housing to construct curbs and gutters and ADA compliant sidewalks, and install pavement and pedestrian lighting on Hollamon Street, as outlined in the plans and specifications.

NOW, THEREFORE;
IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

PART I. Specific Terms

1. EFFECTIVE DATE. This Contract shall have no force or effect unless and until executed by the CONTRACTOR and GRANTEE.

A. The Notice to Proceed shall be considered the date that all parties have agreed to and signed this Contract. The date on which the Notice to Proceed is executed shall be referred to as the Effective Date. The CONTRACTOR shall not be compensated under this Contract for work commenced or materials delivered to the Property before the Effective Date. When a properly executed copy of the Notice to Proceed is executed, the CONTRACTOR is bound by this Contract.

2. THE CONTRACT. This Contract consists only of this Part I (Specific Terms), Part II (General Conditions), and the following exhibits:

- | | | |
|--------------------------|-------------------|-----------------------|
| A. Scope of Work | ___not applicable | <u> X </u> applicable |
| B. Notice to Proceed | ___not applicable | <u> X </u> applicable |
| C. Engineered Drawings | ___not applicable | <u> X </u> applicable |
| D. Contractor Bid Packet | ___not applicable | <u> X </u> applicable |
| E. Schedule of Work | ___not applicable | <u> X </u> applicable |

3. TIME FOR COMMENCEMENT AND COMPLETION. The CONTRACTOR agrees to commence, or cause to be commenced, the actual work described in the Scope of Work within 7 consecutive calendar days after the Effective Date. The CONTRACTOR agrees to complete, free of liens or rights of liens of contractors, mechanics, material men or laborers, all work listed above within _____consecutive calendar days after the Effective Date of this Contract, subject to extensions approved by GRANTEE in writing for the period of any excusable delays (including strikes, acts of God or other reasons beyond the control of the GRANTEE or CONTRACTOR). The CONTRACTOR agrees that time is of the essence in this Contract.

4. CONTRACT PRICE. The CONTRACTOR agrees to accomplish work as described in the Contract Document for a total price of _____ (\$_____), excluding Change Orders.

5. PAYMENTS. Upon submission of a Request for Payment, and upon approval by the GRANTEE of the completed work, GRANTEE shall pay the CONTRACTOR monthly progress payments of ninety percent (90%) of the approved estimate of the work performed during the preceding calendar month, and retain ten percent (10%) until final completion and acceptance of all material, equipment and work covered by the contract, less such amounts as the GRANTEE shall determine for all incomplete work and unsettled claims. All payments to the CONTRACTOR shall be made within thirty (30) days of the submission of a Request for Payment, provided said Request for Payment is approved by the GRANTEE. GRANTEE shall not withhold payment to the CONTRACTOR except for non-compliance with the terms of this Contract, and the GRANTEE shall not request the CONTRACTOR to perform work outside the scope of this Contract as a condition of receiving payment.

6. WARRANTY. The CONTRACTOR warrants that all improvements, hardware and fixtures of whatever kind or nature to be installed or constructed on the Property by the CONTRACTOR or the CONTRACTOR'S subcontractors will be of good quality, suitable for their purpose and free from defects in workmanship or materials, or other deficiencies. This is a full warranty extending to the GRANTEE and subsequent GRANTEES of the Property; provided, however, that the warranty set forth in this paragraph shall apply only to deficiencies and defects about which the GRANTEE or subsequent GRANTEE(s) shall have notified the CONTRACTOR at the address stated above within two years as required by the Arizona State Registrar of Contractors. Manufacturer warranties will apply to any materials or equipment installed.

7. LIQUIDATED DAMAGES. If the CONTRACTOR fails to complete the work within the time specified in Paragraph 3 of this Contract, or within the time to which such completion may have been extended by the GRANTEE in writing, the CONTRACTOR must pay to the GRANTEE the sum of two hundred and fifty dollars (\$250.00) for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which the GRANTEE will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the GRANTEE will suffer by reason of such delay, and not as a penalty. The GRANTEE will deduct and retain out of the monies which may become due hereunder the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the GRANTEE, the CONTRACTOR shall be liable to pay the difference upon demand by the GRANTEE.

8. PARTIES TO CONTRACT. The CONTRACTOR and GRANTEE agree that they are the sole parties to this Contract and are solely responsible for its performance. The parties agree that the United States Department of Housing and Urban Development assumes no liability or responsibility whatsoever for the performance of any term of this Contract.

Parties agree to attempt to fully resolve all construction quality of workmanship disputes through the Registrar of Contractors process, and apply and follow through with the contractor's recovery fund for restitution before seeking arbitration. Parties further agree, covenant and consent, that any and all controversies arising out of or in any way relating to the CDBG program, shall be settled solely by arbitration in accordance with the applicable rules of the American Arbitration Association then in effect and any judgment upon the award rendered by the arbitrators may be entered in and be enforceable by any court of competent jurisdiction. It is also provided further that all parties to this agreement hereby covenant and agree that they each shall submit to and be bound by the decision of a three person arbitration panel appointed by the applicable national panel of arbitrators, in accordance with the American Arbitration Association rules for appointment of such panels. In accordance with the rules and provisions of the American Arbitration Association, all parties hereto specifically agree that all arbitration proceedings arising there under shall be held in Yavapai County, Arizona.

IN WITNESS WHEREOF, the Town has caused this instrument to be executed by the Town Manager and attested to by the Town Clerk and to be executed on the day and year indicated below. Contractor has caused this instrument to be executed by a duly authorized representative on the day and year indicated below.

Contractor:

Signature of Contractor Representative

Federal Tax ID Number

Name/Title of Contractor Representative

Date

Town of Camp Verde:

Mayor

Date

Attest:
Town Clerk

Approved as to Form:
Town Attorney

sample

PART II. General Conditions

1. INSURANCE. During the continuance of the work under this Contract, the CONTRACTOR and all subcontractors shall:

A. Maintain workers' compensation and employer's liability insurance in amounts sufficient to protect themselves and the GRANTEE from any liability or damage for injury (including death) to any of their employees, any liability policy shall include coverage for earthquake, landslide, workmanship, during the Contract time and until acceptance of work by GRANTEE.

B. Maintain public liability insurance amounts sufficient to protect themselves and the GRANTEE against all risks of damage or injury (including death) to property or persons wherever located, resulting from any action or operation under this Contract or in connection with the work.

2. ASSIGNMENT. The CONTRACTOR agrees not to assign the Contract without written consent by the GRANTEE.

3. CHANGE ORDERS. The CONTRACTOR shall not make any changes in the Scope of Work or the Specifications without written authorization of the GRANTEE.

4. PERMITS AND CODES. The CONTRACTOR agrees to secure all necessary permits required for the performance of this Contract in compliance with applicable local requirements, including local building and housing codes, where applicable, whether or not specified in the Scope of Work or Specifications. Prior to construction, required permit(s) and the Scope of Work shall be posted and available at the job site.

5. HOLD HARMLESS. The CONTRACTOR agrees to defend, indemnify, and hold the GRANTEE harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the CONTRACTOR'S performance of this Contract. The CONTRACTOR further agrees to protect, defend, and indemnify GRANTEE from any claim by laborers, subcontractors or material men for unpaid work or labor performed or materials supplied in connection with this Contract.

6. CONDITION OF PREMISES. The CONTRACTOR agrees to keep the premises broom clean and orderly and to remove all debris as needed during the course of the work, in order to maintain work conditions which do not cause health or safety hazards.

7. LEAD-BASED PAINT. The CONTRACTOR agrees to use no lead-based paint in the CONTRACTOR'S performance of this Contract, including the performance of any subcontractor. "Lead-based paint" means any paint containing more than six one hundredths of one percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

8. TERMINATION. The CONTRACTOR agrees that the GRANTEE shall have the right to declare the CONTRACTOR in default if the CONTRACTOR fails to furnish materials or perform work in accordance with the provisions of this Contract. In such event the GRANTEE shall be responsible for providing written notice to the CONTRACTOR by certified mail of such default. If the CONTRACTOR fails to remedy such default within 15 days of such notice, the GRANTEE shall have the right to select one or more substitute contractors. If the expense of finishing the work exceeds the balance not yet paid to the CONTRACTOR on this Contract, the CONTRACTOR shall pay the difference to the GRANTEE.

9. INSPECTION. The GRANTEE and their designees shall have the right to inspect all the work performed under this Contract. By such inspection, the GRANTEE assumes no responsibility for defective material or work under this Contract or for any breach of this Contract by the CONTRACTOR.

10. EQUAL OPPORTUNITY. The CONTRACTOR agrees to abide by all Federal, State, or County regulations relative to Equal Opportunity to all persons, without discrimination as to race, color, creed, religious, national origin, sex, marital status, age, or status as with regard to public assistance or disability under the requirements of Section 504 of the ADA..

During the performance of this Contract, the CONTRACTOR agrees as follows:

a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religious, sex, marital status, age, disability under section 504 of the ADA, or national origin. The CONTRACTOR will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious, sex, marital status, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religious, sex, marital status, age, disability with regards to Section 504 of the ADA, or national origin.

11. GOOD FAITH EFFORT. The CONTRACTOR agrees to provide for the fair utilization of minority/women owned business enterprises in the performance of work on this project and, where a contract is awarded, engage in a "good faith effort" to ensure that minority/women/disadvantaged-owned business enterprises have the maximum opportunity to participate in the performance of work under this Contract.

12. DISPUTES. Disputes because of, but not limited to, drawings, workmanship or the Contract documents will be resolved between the GRANTEE, CONTRACTOR, and the Arizona State Registrar's Office or through any other lawful remedies available to each party.

13. CONTRACTOR'S RECORDS. CONTRACTOR agrees to keep and maintain all records arising from or relating to this construction Contract, including, but not limited to, receipts from material suppliers and subcontracts, for a period of five years after the date of close out of the grant or resolution of all audit findings of that grant, whichever occurs last. CONTRACTOR further agrees to allow the Arizona Department of Housing, HUD, and/or the Office of the Inspector General or their designated representatives to have access to all such records for review, monitoring, and audit, during normal working hours.

14. CONTRACTOR'S DOCUMENTS. CONTRACTOR shall keep at the work site a copy of the Contract documents and shall at all times allow them to be available for inspection by GRANTEE staff or designees. All documents in this packet, contracts, plans, and specifications, are intended to be complete and complementary and to prescribe a complete work. If any omissions are made of information necessary to carry out the full intent and meaning of the Contract documents, the CONTRACTOR shall immediately call the matter to the attention of the GRANTEE for furnishing detail instructions.

15. 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 GRANTEE and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the GRANTEE and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described in the Contract.

16. PROJECT GRANT ADMINISTRATOR. The GRANTEE has designated NACOG as grant administrator. The grant administrator shall be empowered to perform all administrative functions as required for management of the grant and verification of compliance with CDBG requirements.

17. NON-RESPONSIBILITY OF THE GRANTEE. Indebtedness incurred for any cause in connection with this work must be paid by the CONTRACTOR, and the GRANTEE is hereby relieved at all times from any indebtedness or claims other than payments under contract.

18. PROPERTY RIGHTS IN MATERIAL. Nothing in the Contract shall be construed as vesting in the CONTRACTOR any right of property in the materials used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of the GRANTEE upon being so attached or affixed and accepted.

19. ACCIDENT PREVENTION. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association of General Contractors of America, and the requirements of the Occupational Safety and Health Administration.

20. CONFLICT OF INTEREST. No officer or employee of the CONTRACTOR may seek or accept any gifts, services, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

21. MISCELLANEOUS PROVISIONS.

A. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, 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.

B. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

22. CERTIFICATION REGARDING LOBBYING

A. 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 a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding or 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.

B. 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.

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

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

23. DRUG FREE WORKPLACE

The CONTRACTOR shall maintain a Drug Free Workplace for all employees.

24. IMMIGRATION COMPLIANCE WARRANTY

As required by A.R.S. § 41-4401, CONTRACTOR hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). CONTRACTOR further warrants that after hiring an employee, CONTRACTOR verifies the employment eligibility of the employee through the E-Verify program. If CONTRACTOR uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. If state law is amended, the parties may modify this paragraph consistent with state law.

25. SUDAN/IRAN CLAUSE

CONTRACTOR warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any subcontractor who is contracted by CONTRACTOR to perform work pursuant to this Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.

26. MISCELLANEOUS LABOR STANDARD REQUIREMENTS

The following information that was included in the Bid Package for this project is a part of this contract.

1. Wage Rate# _____ Mod# _____
2. HUD 4010 and Civil Rights information included in the bid package.
3. Completed LS2, LS3's, LS4's, and LS5's in Labor Standard File.
4. Fly Ash Certification.
5. Contractor's License # ROC _____ Expiration Date _____
6. Insurance.
7. Change Orders.

27. "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).

28. SCOPE OF WORK

See attached Bidders form and scope of work.

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 Exe m	(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 or S T	HOURS WORKED EACH DAY									FICA	WITH- HOLDING	OTHER	TOTAL DEDUCTIONS		
				1	2	3	4	5	6								7	
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GRANTEE USE ONLY			
Date Received: _____	Date Reviewed: _____	Reviewed By: _____	CDBG Contract No: _____
Grantee Name: _____			

SECTION 3 FORMS

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

NACOG will monitor compliance with such provisions and standards on behalf of the Town of Camp Verde. 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 NACOG is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to call *Isabel Rollins at (928) 778-2692.*

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 three 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 three 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 and **submitted as a part of the bid package, if applicable.** The bidder completes this form to qualify as a Section 3 business concern.

Grantee: _____ CDBG Contract No.: _____

Activity No.: _____ Activity Name: _____

**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

Grantee: _____ CDBG Contract No.: _____

Activity No.: _____ Activity Name: _____

Attachment A

**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

Person Completing Form

Date

Telephone Number

S3B-2 (10/96)

Grantee: _____ CDBG Contract No.: _____

Activity No.: _____ Activity Name: _____

SECTION 3 BUSINESS SELF-CERTIFICATION

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS, 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 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 (10/96)

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

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

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

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

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

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

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

13. Dated at _____
 this _____ day of _____, 20_____.

Name of organization:

By:

Title:

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

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

 Notary Public

My commission expires:

**TOWN OF CAMP VERDE
HOLLAMON STREET IMPROVEMENTS
PROPOSAL FORM**

PROJECT IDENTIFICATION: *Hollamon Street Improvements*

CONTRACT IDENTIFICATION AND NUMBER: *CDBG 100-11*

THIS BID IS SUBMITTED TO: *Isabel Rollins, NACOG
221 North Marina Street, #201
P.O. Box 2451
Prescott, AZ 86302*

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

Date	Addendum Number
_____	_____
_____	_____
_____	_____

- b. Bidder has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - c. Bidder specifies that the firm will not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order #75-5 and all other applicable state and federal laws, regulations and Executive Orders.
 - d. Bidder acknowledges that the *Town 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 *Town*.
- 4. Bidder will complete the work in accordance with the contract documents for the price outlined on the attached bid schedule.
 - 5. Bidder agrees that the work (all or any combination of Activities) will be fully completed and ready for final payment within **60 calendar days** after the effective date of the Notice to Proceed.
 - 6. Bidder accepts the provisions of the Contract as to liquidated damages of **\$250 per day** for each consecutive calendar day in the event of failure to complete the work (all or any combination of Activities) within the times specified in the Contract.
 - 7. The following documents are attached to and made a condition of this bid:
 - a. Required bid Security in the form of _____.
 - b. Contractor Qualification Statement and supporting data
 - c. Subcontractor and Material Suppliers List
 - d. LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
 - e. Certifications

8. Communications concerning this bid shall be addressed to:

Name _____

Address _____

Phone _____

Submitted on _____, 2012.
(insert date)

State Contractor License No.: _____

If bidder is:

An Individual

By (Signature of Individual):
Typed or Printed Name of Individual:
doing business as:
Business Address:
Phone Number:

A Partnership

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

A Corporation

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

Grantee: Town of Camp Verde CDBG Contract No: 100-11
Activity No: Activity Name: Hollamon Street Improvements

LS-2 CDBG CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

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

Contractor Information								
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic Y/N	Women Owned	IRS Tax ID #	Section 3 (Y/N)	Construction Firm Legal Name, Address, City, State, Zip	AZ License No.
\$								

*See Demographic and Trade Code table below for information

Demographic and Trade Codes	
Race	Type of Trade Code
11 - White	1- New Construction
12 - African American	2 - Substantial Rehab
13 - Asian	3 - Repair
14 - American Indian or Alaskan Native	4 - Service
15 - Native Hawaiian or other Pacific Islander	5- Project Management
16- American Indian or Alaskan Native and White	6 - Professional
17- Asian and White	7 - Tenant Services
18- African American and White	8 - Education Training
19 - American Indian or Alaskan Native and White	9 - Architecture/Engr.
20 - Other Multi-racial	10 - Other

b. The undersigned is:

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

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

NAME

TITLE

ADDRESS

Grantee: Town of Camp Verde CDBG Contract No: 100-11
Activity No: Activity Name: Hollamon Street Improvements

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.

- 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):

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	
Subcontractor is eligible to participate in the CDBG funded construction project:	Yes <input type="checkbox"/>
No <input type="checkbox"/>	
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 <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> e-mail <input type="checkbox"/>	

LS-3.3, 3/2006

CERTIFICATIONS

CIVIL RIGHTS CERTIFICATION

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.

**ACCESS TO RECORDS AND RECORDS RETENTION CERTIFICATION
CERTIFICATION FOR CONTRACT, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

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 Town of Camp Verde, NACOG, Arizona Department of Housing (ADOH), U.S. Department of Housing and Urban Development (HUD), and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring, and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation, and/or association agrees to retain all records for at least five years following the "official Arizona Department of Housing "Closeout" date of the grant or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST CERTIFICATION

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 Town of Camp Verde or NACOG.
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 Town of Camp Verde or NACOG, that develops at any time during this contract, will be immediately be disclosed to the Town of Camp Verde and NACOG.

**LOBBYING CERTIFICATION
CERTIFICATION FOR CONTRACT, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

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, the person has agreed to reimburse the Town of Camp Verde for the cost of any such payment.

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.

These Certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(typed name of official)

(signature of official)

(typed name of firm)

(date)

FLY ASH/CONCRETE CERTIFICATION

The bidder/supplier certifies that the percentage of fly ash in the concrete or cement to be: _____% and is or will be consistent with the amounts required by the EPA Guidelines for Federal Procurement of Cement and Concrete Containing Fly Ash.

(See attached Guideline)

Signature of Contractor

PROPOSAL COVER SHEET

CONTRACTOR: _____

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

- BID SCHEDULE (2 PAGES) – FROM VOLUME II
- PROPOSAL FORM (4 PAGES)
- BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK
- CONTRACTOR'S QUALIFICATION STATEMENT (3 PAGES) WITH SUPPORTING DATA (NO MORE THAN 10 PAGES)
 - 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
- PROJECT SCHEDULE – USE YOUR OWN FORMAT
- SUBCONTRACTOR AND MATERIAL SUPPLIERS LIST (1 PAGE)
- LS-2 CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS (3 PAGES)
- ~~LS-3 SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS (3 PAGES)~~
(WILL BE DUE WITHIN 10 DAYS OF INTENT TO AWARD)
- CERTIFICATIONS SIGNATURE FORM (1 PAGE)
- FLY ASH / CONCRETE CERTIFICATION SIGNATURE FORM (1 PAGE)

PROVIDE ONE ORIGINAL AND TWO COPIES IN A SEALED ENVELOPE LABELED "HOLLAMON STREET IMPROVEMENTS" NO LATER THAN JUNE 26, 2012 TO:

CAMP VERDE PUBLIC WORKS, 395 S. MAIN STREET, CAMP VERDE, AZ 86322, (928) 567-0534.