

**NOTE:**

**Pre-Bid 12/22/2015**

**Quest Due 12/30/2011**

**Bid Open 1/14/2016**

**PINAL COUNTY**

**INVITATION FOR BIDS PACKET**



**P I N A L • C O U N T Y**

*Wide open opportunity*

**PROJECT TITLE: Pinal County Public Housing  
Reroofing of 9 Duplex Buildings in Maricopa AZ.**

**PROJECT NUMBER: 175710**

**BIDDER'S NAME:** \_\_\_\_\_

Pinal County Department of Purchasing / Procurement Division  
P. O. Box 1348  
31 North Pinal Street  
Administration Building A  
Florence, Arizona 85132  
520-866-6009

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1. U.S. Department of Housing and Urban Development Office of Public and Indian Housing (HUD-5370)
2. David Bacon Wages General Decision Number AZ150010 08/7/2015 AZ10

## INVITATION FOR BIDS

**Project Title: Pinal County Public Housing Reroofing of 9 Duplex Buildings in Maricopa, AZ**

**Project No.: 175710**

**Project Site: 44960 W. Edwards Circle Maricopa, Arizona 85139**

NOTICE IS HEREBY GIVEN THAT SEALED BIDS shall be received on the above-referenced Project by Pinal County, hereinafter "Pinal," at the office of the Pinal County Administration Building "F", east entrance P. O. Box 1348, 31 North Pinal Street, Florence, Arizona, until **2:00 P.M.**, according to the Pinal County Public Works Department's clock, on **January 14, 2016** for the Scope of Work set forth below. No bids shall be received after this date and time.

### **SCOPE OF WORK:**

**Pinal County Housing and Community Development is seeking bids for the reroofing of Nine (9) duplex buildings and one small shop building located at 44960 W. Edwards Circle Maricopa, AZ. This work is to be accomplished in a good, workmanlike and substantial manner to the satisfaction of the Housing Modernization Coordinator. This work is to be accomplished with the standards of the industry in use at the time of the signing of the contract. This work will be subject to the specification approvals and oversight of the Project Management Architects.**

All work shall commence within ten (10) calendar days from the issuance date of the written "Notice to Proceed" and be completed within sixty (60) calendar days from the issuance date of the written "Notice to Proceed"

A mandatory pre-bid conference shall be held on **December 22, 2015 at 10:00 A.M.**, Mountain Standard Time, at 44960 W. Edwards Circle Maricopa, AZ 85139 to discuss the scope of work and technical aspects of the project. Any perceived or apparent omission or discrepancy in the Bid Documents may be presented in writing to the Housing Modernization Coordinator at this pre-bid conference. If the Housing Modernization Coordinator deems a response necessary, the response shall be in the form of a written addendum. Oral statements or instructions shall not constitute an amendment to the Invitation for Bids.

Questions shall be submitted in writing by **12:00 Noon**, Mountain Standard Time, according to the Pinal County Public Works Department's clock, on **December 30, 2015**, only to, CONTRACTS SUPERVISOR, at the Pinal County Public Works Department, P.O. Box 1348, 31 North Pinal St., Building A Florence, AZ 85132 - phone: (520) 866-6009, fax: (520) 866-6899. **Failure to use this single point of contact when submitting questions may cause your bid to be rejected.** Any answers or clarifications affecting the cost shall be addressed to all bidders in an addendum. **Under no circumstances shall verbal interpretations or clarifications be given to individual contractors.**

Bids shall be publicly opened and read publicly on **January 14, 2016 at 2:05 P.M.**, Mountain Standard Time, according to the Pinal County Development Services Public Works clock, in County Administration Building "F" South entrance, 31 North Pinal Street, Florence, Arizona.

Copies of the Bid Documents, including plans and specifications, may be obtained from the **Pinal County Department of Public Works, 31 North Pinal Street, Building "F" East Entrance, Florence, Arizona**, during regular business hours.

**Plan Holders List, Bid Schedule, and Addendum(s) shall be posed on the Pinal County Website when available. The address is: <http://pinalcountyz.gov/Departments/PublicWorks/Contracts/Pages/BidsSolicitations.aspx>**

Bids shall be submitted on bid forms provided by Pinal IN THE MANNER AND ACCORDING TO THE CONDITIONS SET FORTH IN THE INSTRUCTIONS TO BIDDERS. ALL REQUIRED DOCUMENTS SHALL BE SUBMITTED, AS SET FORTH IN THE INSTRUCTIONS TO BIDDERS, ACCOMPANIED BY A BID SECURITY. IF BIDDER FAILS TO SUBMIT THE REQUIRED DOCUMENTS, THE BID SHALL BE DEEMED TO BE NON-RESPONSIVE AND REJECTED. In accordance with A.R.S. § 34-201, as amended, every bid shall be accompanied by a Bid Security payable to Pinal County for ten per cent of the amount of the total Bid Price by certified check or cashier's check drawn on a responsible bank doing business in the United States or by surety bond acceptable to Pinal and issued and executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona in the form required by A.R.S. § 34-201, as amended, and executed by the bidder and the surety with a certified and current Power of Attorney of surety's attorney-in-fact attached thereto. The surety bond shall not be executed by an individual surety or sureties. No bid shall be considered unless it is accompanied by the required Bid Security. Return of the Bid Security shall be in the manner and according to the conditions set forth in the Instructions to Bidders.

AT THE TIME OF SUBMITTAL OF A SEALED BID, AND AT ALL TIMES DURING THE PERFORMANCE OF THIS CONTRACT, BIDDER SHALL BE LICENSED IN THE STATE OF ARIZONA AS A ROOFING CONTRACTOR HOLDING A VALID ROC K-42 LICENSE; ALL PROPOSED SUBCONTRACTORS SHALL BE APPROPRIATELY LICENSED AS CONTRACTORS IN THE STATE OF ARIZONA FOR PERFORMING THE PORTION OF THE WORK FOR WHICH THEY ARE RESPONSIBLE.

If the Bidder or proposed subcontractor is not licensed prior to the bid submittal, the bid shall be deemed non-responsive and rejected.

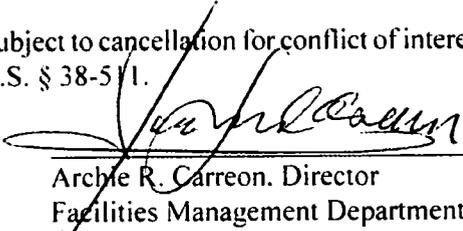
Before any contract is executed by Pinal, the successful bidder shall obtain the required insurance and shall furnish to Pinal the required proof of insurance, including proof that additional insured is PINAL COUNTY, ITS AGENTS, REPRESENTATIVES, DIRECTORS, OFFICIALS, EMPLOYEES AND OFFICERS, and shall furnish to Pinal a Performance Bond and Labor and Material Payment Bond, each in the full contract amount, made payable to PINAL COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, in the manner and pursuant to the conditions required by A.R.S. § 34-222 and acceptable to Pinal within the time period set forth in the bid form. The bonds shall be issued and executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona and executed by the successful bidder and the surety with a certified and current Power of Attorney of surety's attorney-in-fact attached thereto. The bonds shall not be executed by an individual surety or sureties.

Every Bid shall constitute an offer to perform according to the terms, conditions, provisions and specifications of the Bid/Contract Documents and shall remain irrevocable and subject to acceptance for sixty (60) days after the date for the opening of the bids.

Pinal reserves the right to accept or reject any and all bids, to accept or reject only part of a bid; to reject all non-responsive or non-responsible bids; to advertise for new bids; to waive any and all formalities in a bid not involving price, time or changes in the Scope of Work or to disregard all non-conforming, non-responsive, unbalanced or conditional bids when it is considered to be in the best interests of Pinal; to withhold the award for any reason deemed suitable by Pinal and to cancel this Invitation for Bids at any time before the award of the contract by the Board of Supervisors of Pinal County, Arizona. Pinal also reserves the right to disqualify Bids, before or after the time of opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of Bidder.

**Please note**, all contracts with Pinal are subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

DATED 12 19 15

  
Archie R. Carreon, Director  
Facilities Management Department

(END OF SECTION)

## INSTRUCTIONS TO BIDDERS

**Project Title: Pinal County Public Housing Reroofing of 9 Duplex Buildings in Maricopa, AZ**

**Project No.: 175710**

To be considered, Bids shall be made in accordance with these Instructions to Bidders.

1. Submission of Bids. Bids shall be received by Pinal County by the time and at the place indicated in the Invitation for Bids and shall be enclosed in an opaque sealed envelope, marked with the Project Title, Project Number, and name and address of the Bidder; and be accompanied by the Bid Security and other required documents. Bids sent through the mail or by other delivery system shall be enclosed within a separate envelope with the notation on its face as follows:

**Sealed Bids for Pinal County Public Housing Reroofing of 9 Duplex Buildings in Maricopa AZ. Project No. 286820 Pinal County Arizona with the date and time of closing stated thereon and addressed to the Pinal County Development Service Department, Public Works, Pinal County, Arizona.**

2. Description of Work. As set forth under Scope of Work ("Work") in the Invitation for Bids.
3. Procurement of Bid Documents.
  - 3.1 Copies of the Bid Documents may be obtained as set forth in the Invitation for Bids. The purpose of providing copies of Bid Documents is for obtaining bids on the Work and does not confer a license or grant for any other use.
  - 3.2 Complete sets of Bid Documents shall be used in preparing bids. Neither Pinal County nor the Housing Modernization Coordinator assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. Bidder shall take careful note of all Addenda issued for this Project.
  - 3.3 It shall be the responsibility of the bidder to determine, prior to the submittal of its bid, if any addenda have been issued for this Project. All addenda issued, if not already bound in the Invitation for Bid packet, shall be submitted by bidder with the bid and noted on the bid form by the Bidder. Bids which do not have all issued addenda attached and/or noted on the bid form by the Bidder, shall be rejected by Pinal County. Bidder may call Pinal County Department of Public Works in order to ascertain if addenda have been issued for this project.
4. Bidder's Obligation to Examine Bid Documents and Investigate Prevailing Conditions. A Bidder has the obligation to be aware of the prevailing conditions before submitting a bid and is obligated to consider those conditions in fixing its Bid Price. The failure or omission of any Bidder to receive or examine the Bid Documents or to investigate prevailing conditions shall in no way relieve any Bidder from any obligation with respect to its bid. No term, matter or condition that the Bidder could have discovered through an exercise of reasonable diligence

shall constitute a basis for an allowance from or extra payment by Pinal. Before submitting a Bid, it is the responsibility of each Bidder to:

- 4.1 Consider federal, state and local laws, regulations and ordinances that may affect cost, progress, or performance of the Work.
- 4.2 Notify Pinal in writing of any conflict, error, inadequacy or discrepancy in the Bid Documents and request resolution or clarification thereof.
- 4.3 Verify Bidder has received and considered any and all Addenda issued by Pinal County.
- 4.4 Agree that submission of a Bid shall constitute an incontrovertible representation by Bidder that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work, that Bidder has complied with every obligation imposed on Bidder in these Bid Documents and that without exception the bid is based on performing the Work in accordance with the standards and specifications set forth in the Bid Documents and on such timetable as may be required by the Bid Documents, in exchange for the Bid Price without need or cause for delay or additional compensation arising from any matter that could have or should have been discovered by Bidder in the fulfillment of the obligations imposed herein.
- 4.5 Check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- 4.6 Examine thoroughly and familiarize itself with the Bid Documents (see definition under General Provisions and Specifications).
- 4.7 Become familiar with conditions under which the Work is to be performed, including but not limited to access, transportation/delivery routes, and traffic control, if applicable, weather conditions, and any other conditions and all other relevant matters that may affect cost, progress, performance of the Work and the required time for performing the Work.
- 4.8 At their own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions that may affect cost, progress, performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.9 Visit the site to become familiar with conditions under which the Work is to be performed concerning the site work, structure of the ground, obstructions which may be encountered, transportation access, drainage conditions, adjacent buildings, any other visible condition and all other relevant matters that may affect cost, progress, performance or furnishing of the Work.
- 4.10 Study and carefully correlate Bidder's observations with the Bid Documents. Any quantities shown by Housing Modernization Coordinator in these bid Documents are estimates only and it is the Bidder's responsibility to determine the quantities needed for the Work described in the Bid Documents and for determining the Bid Price. Pinal shall not

be responsible for any mistake or error made by Bidder nor shall any mistake or error constitute a basis for an allowance from or extra payment by Pinal.

- 4.11 At bidder's sole expense, provide any staging, storage, temporary construction facilities, and access thereto.

## **5. Preparation and Submittal of Bid**

- 5.1 **Each Bidder shall submit the following: Bid Form B1-3, including Bid Schedule BS-1, Certificate of Intentions Concerning Subcontracting, Contractor Immigration Certification and Non Collusion Affidavit, Affidavit of Suspension and/or Debarment, signed and notarized Contract Agreement forms, accompanied by all Addenda issued by Pinal prior to receipt of bids; bid security; along with copies of bidder's contractor licenses and subcontractors' licenses, where applicable. All Addenda issued by Pinal prior to receipt of bids must be noted on the bid form by the Bidder.**
- 5.2 The Bidder's name shall be entered on the cover page and the required information, price and signature entered where specified on the Bid form. It is permissible to copy these forms as required. Facsimile bids, telegraphic bids or mailgrams shall not be considered.
- 5.3 The Bid form shall bear an original ink signature by the person authorized to sign.
- 5.4 Erasures, interlineations or other modifications in the bid shall be initialed in original ink by the authorized person signing the Bid form.
- 5.5 Responding with a signed Bid shall constitute an irrevocable offer to perform the specified work according to the provisions and specifications set forth in the Bid Documents.
- 5.6 All blanks on the Bid form shall be completed in ink or be typed.
- 5.7 A bid made by an individual shall be signed with the Bidder's full name and be notarized.
- 5.8 A bid by a corporation shall be executed in the corporate name by the president, vice president, or other officer who presents competent evidence of authority to sign, and shall also have the corporate seal affixed and be attested to by the secretary of the corporation or a notary.
- 5.9 A bid by a partnership shall be executed in the partnership name and signed by a general partner whose title shall appear under the signature, and said signature shall be notarized.
- 5.10 The name of every signer shall be typed or legibly printed below the signature.
- 5.11 The completed Bid form shall contain an acknowledgment of receipt of all Addenda, the number of which shall be filled in on the Bid form.

- 5.12 The address and telephone number for notice to the Bidder/Contractor shall be completed on the Bid form.
- 5.13 An Arizona commercial contractor's license number and the corresponding license classification, by which the Bidder warrants that the Bidder is legally qualified to perform the work.
- 5.14 Arizona sales tax license number, if any.

6. Calculation of Bid Price.

- 6.1 The bid shall be based upon the Scope of Work to be performed in strict conformity with the specifications and plans for said Scope of Work. Reference is made to said specifications and plans for full particulars and descriptions of the Scope of Work. Copies of the specifications and plans may be obtained as set forth in the Invitation for Bids.
- 6.2 The successful bidder is responsible and liable for the payment of all applicable taxes.
- 6.3 Quantities appearing in the Bid Documents are approximate only and are to be used for the comparison of bids. Payment to Contractor shall be made only for the actual quantities of work performed and accepted and/or for materials furnished in accordance with the contract at the unit price in the Bid. Contractor shall verify actual quantities prior to construction and notify the Engineer or designee of any deviation, either exceeding or under the Bid Price/Contract Price. No additional payment shall be paid to Contractor for additional quantities without a prior written change order approved by Pinal. Any additional payment paid to Contractor for additional quantities shall be based on the applicable unit price in the Bid.

7. Interpretations and Addenda. All questions about the meaning or intent of the Bid Documents, including requests for "or equal" approvals, are to be submitted as instructed in the Invitation For Bids. Interpretations or clarifications considered necessary by Pinal in response to such questions shall be issued by Addenda. Any Addenda shall be made available at the same location where the Invitation for Bids was issued. As a courtesy only, Pinal may mail, fax or deliver copies of such Addenda to parties recorded by Pinal as having requested and received the Invitation for Bids packet. Only factual questions answered by formal written Addenda shall be binding. Any non factual interpretation of the Bid/Contract Documents shall be without legal effect. As stated in paragraph 3.3 hereinabove, it shall be the responsibility of the Bidder to ascertain the existence of Addenda and the content of each.

8. Bid Security

- 8.1 Each Bid shall be accompanied by Bid Security as set forth in the Invitation for Bids. Bid Security is submitted as a guarantee that the bidder, if awarded the Contract, shall enter into a Contract to perform the Work in accordance with the plans and specifications and shall promptly provide contract security in the manner and form required in the Bid Documents. Failure to strictly comply with these provisions shall result in the bid security being retained by Pinal as liquidated damages. No bid shall be considered unless it is

accompanied by the required Bid Security.

8.2 The Bid Security of the successful bidder shall be retained until such bidder has furnished the bonds required by A.R.S. § 34-222, as amended, insurance certificates, insurance policy endorsements of additional insured and any other documents required in the Bid/Contract Documents. If, within fifteen (15) calendar days from the issuance of the Notice of Award of the contract the successful Bidder fails to deliver all the required documents and fails to execute the instrument entitled "Contract," the Bid Security of that Bidder shall be retained by Pinal as liquidated damages.

8.3 The Bid Security of unsuccessful Bidders whom Pinal believes to have a reasonable chance of receiving the award if the successful Bidder fails to provide the necessary documentation to Pinal and enter into a contract with Pinal, may be retained by Pinal until the earlier of the day after the signing of the Contract instrument by the Pinal County Board of Supervisors or the sixty-first day after the bid opening, whereupon the Bid Security shall be returned to such Bidders.

The Bid Security of the three lowest Bidders may be retained until the Notice of Award has been issued and a contract has been finalized.

8.4 As a courtesy, Bid Security may be returned to noncompetitive Bidders not sooner than seven days after the bid opening. Compliance with the provisions herewith shall be determined in all cases by the Director of the Pinal County Public Works Department and said Director's determination shall be final.

9. Certification of Intentions Concerning Subcontracting.

9.1 Each Bidder shall fill out, sign, date and submit with its bid, the Certification of Intention Concerning Subcontracting form provided in the Invitation for bids packet. Bidder shall list the name and address of each subcontractor, supplier and/or subsuppliers who shall render work or services or provide material, equipment or tools to the Bidder/Contractor and the portion of work or services to be performed and materials, equipment or tools to be supplied on this Project. Failure to list subcontractors, suppliers, subsuppliers or manufacturers whose work, services, material, equipment or tools total more than fifteen percent (15%) of the Bid Price shall constitute a non-responsive bid and result in rejection.

9.2 No Bidder shall be required to employ any subcontractor, supplier, subsupplier or other person or organization against whom the Bidder has reasonable objection.

9.3 Prior to payment to Contractor of final retention of compensation and release of Labor and Material Bond (Payment Bond) by Pinal, Contractor shall fulfill the requirements set forth in the General Provisions in paragraph 30 entitled "Liens."

9.4 At the time of bid submittal, bidder shall be appropriately licensed as a contractor in the State of Arizona for performing the Scope of Work and bidder's subcontractors shall be appropriately licensed in the State of Arizona for performing their share of the Scope of

Work.

10. Noncollusion Affidavit. Each Bidder shall complete the Noncollusion Affidavit form provided in the Invitation for Bids packet. In front of a notary public, said form shall be executed by or on behalf of the person, firm association or corporation submitting the bid, certifying under penalty of perjury, that such person, firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken action in restraint of free competitive bidding in connection with the submitted bid. Failure on the part of any Bidder to observe these provisions shall result in disqualification.
11. Pre-Opening Modification or Withdrawal of Bids. A bidder may modify or withdraw its bid at any time prior to the closing date and time set for the receipt of bids. A bid may be withdrawn or modified by presenting a written withdrawal or written modification clearly identifying the Bidder and the Project Number at the location designated for receipt of bids in the Invitation to Bid. No telephone, telegraphic or facsimile transmission of modification or withdrawal shall be accepted.
12. Late Bids, Late Modifications, Late Withdrawals. Late bids, modifications and withdrawals shall not be considered. A bid, modification or withdrawal is late if it is received at the location designated in the Invitation for Bids for receipt of bids after the closing date and time set for receipt of bids.
13. Mistakes in Bids After Bid Opening. After bid opening, the Director of the Public Works Department may permit a bidder to withdraw a bid without penalty if:
  - 13.1 A mistake is clearly evident on the face of the bid but the intended correct bid is not similarly evident; or
  - 13.2 The bidder establishes by clear and convincing evidence that a mistake was made.
  - 13.3 Mistakes shall not be corrected after award of the contract.
14. Opening of Bids.
  - 14.1 Bids shall be opened, and unless obviously unresponsive, the Bidder's name and the corresponding bid amount shall be read aloud publicly. A synopsis of the bid results shall be made available within a reasonable time after the opening.
  - 14.2 Periods of time, stated as number of days, shall be calendar days, unless specifically stated otherwise.
15. Bids to Remain Irrevocable Subject to Acceptance. All bids shall remain irrevocable and subject to acceptance for sixty (60) days after the date of the bid opening.
16. Award of Contract. The Contract shall be awarded and Notice of Award issued to the lowest responsible, responsive Bidder complying with these instructions as of the date and time set for opening of the bids, provided the bid is reasonable and acceptance is in the best interest of Pinal.

The responsibility of Bidders and of their proposed subcontractors shall be considered in making the award. The Board of Supervisors shall not sign a contract until the successful Bidder has furnished the necessary surety bonds and insurance documents as required in the Bid/Contract Documents in the manner and form required in said documents. Failure to provide the necessary surety bonds and insurance documents in the required manner and form, permits Pinal to award the contract to the next lowest responsible, responsive Bidder, subject to the same requirements, but does not obligate Pinal to make such an award. Neither the issuance of the Notice of Award nor any submission by the bidder in response thereto obligates Pinal to enter into a contract for the work.

17. Reservation of Rights by Pinal. As set forth in the Invitation for Bids.

(END OF SECTION)

**MATERIAL AND CONSTRUCTION BID  
(RESPONSE TO INVITATION FOR BIDS)**

**Project Title: Pinal County Public Housing Reroofing of 9 Duplex Buildings in Maricopa, AZ**

**Project No.: 175710**

**To: Pinal County Department of Public Works  
31 N. Pinal St., Building "F" East Entrance  
P. O. Box 727 Florence, AZ 85132**

Bid of \_\_\_\_\_, hereafter "Bidder."

**BIDDER AFFIRMS** that notice pursuant to this bid may be delivered to:

Individual name: \_\_\_\_\_

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Fax \_\_\_\_\_

Federal Tax ID# \_\_\_\_\_

Email: \_\_\_\_\_

**BIDDER AFFIRMS** that it is:

\_\_\_\_\_ A corporation incorporated in the State of \_\_\_\_\_; or  
\_\_\_\_\_ A partnership consisting of \_\_\_\_\_;  
\_\_\_\_\_ ; or  
\_\_\_\_\_ A sole proprietorship, doing business as \_\_\_\_\_  
\_\_\_\_\_.

**BIDDER AFFIRMS** that it holds the following licenses:

Arizona Commercial Contractor's License Classification(s) \_\_\_\_\_

Arizona Commercial Contractor's License No. \_\_\_\_\_

Arizona Sales Tax License No. \_\_\_\_\_

Other: (type of license) \_\_\_\_\_

**BIDDER CERTIFIES** that it has reviewed, understands and does accept the obligations set forth in the Bid Documents, including the Addenda numbered \_\_\_\_ through \_\_\_\_.

**BIDDER CERTIFIES** that the Invitation for Bids packet for the Project, including, but not limited to, plans, construction specifications, forms of contract, bonds and sureties constituting essential parts of

this Bid, has been carefully examined.

**BIDDER CERTIFIES that it has visited and made a detailed investigation of the Project Site(s) and surrounding area.**

BIDDER CERTIFIES that it is familiar with conditions under which the Work is to be performed, including delivery routes; and any other conditions and all other relevant matters that may affect cost, progress and performance of the Work, and the required time for performing the Work; is fully familiar with the plans and specifications for the Project and has a clear and thorough understanding of the amount and nature of the Work and is basing this bid on its own observations.

BIDDER DECLARES that at no time shall misunderstanding of the plans, specifications, special provisions or conditions to be overcome, be pled.

BIDDER DECLARES any failure to fully investigate, inspect, take proper measurements and satisfy itself as to the Scope of Work for the Project shall NOT be grounds for additional compensation under this Contract.

BIDDER UNDERSTANDS that the quantities of Work in the Bid Schedule and/or Plans are approximate only; are to be used for the comparison of bids; and are subject to increase or decrease.

BIDDER HEREBY PROPOSES to perform all quantities of Work, as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price(s) bid in the Bid Schedule(s). If there is a discrepancy between the aggregate sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, then the unit prices shall apply.

BIDDER SUBMITS in the attached Bid Schedule(s) its unit prices for which it proposes to perform each item of work. BIDDER ACKNOWLEDGES that it must extend the item amounts from the unit prices; and failure to do so may result in this Bid being rejected as irregular and non-responsive.

BIDDER UNDERSTANDS that no payment shall be made by Pinal County for unused materials, including, but not limited to Bidder's unused stockpiled materials.

BIDDER UNDERSTANDS AND AGREES that this Bid includes all items on the Bid Schedule(s) and that the Bid Schedule(s) is/are part of the Bid form.

**With that knowledge and commitment and guaranteed by the required Bid Security, Bidder offers and agrees to:**

1. Hold open the bid for sixty (60) calendar days after the opening of bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security;
2. Within **Fifteen (15)** calendar days of a Notice of Award to the Bidder, to deliver to Pinal County a Labor and Material Bond, a Performance Bond, a Schedule of Performance, a Schedule of Values, Traffic Control Plan, and insurance certificates, all as required by the Bid/Contract Documents and to execute a contract for the Work; and

3. Upon acceptance of this offer by Pinal County, perform and complete the Scope of Work which includes the supply, delivery and application of material/construction performance, as described in the Invitation for Bids in a workmanlike manner and according to the required specifications and within the required time and furnish the necessary labor, tools, equipment, and services for such performance and completion, and to comply with all of the terms, conditions and provisions of the Bid/Contract Documents.

Total Bid Price Not to Exceed:

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_),  
*Written Words*

Submitted by: \_\_\_\_\_  
Contractor (Name typed or printed)

Executed by: \_\_\_\_\_  
Signature of Officer, Partner or Proprietor  
\_\_\_\_\_  
Title (typed or printed)

Dated: \_\_\_\_\_ Corporate Seal (If a corporation)  
(To be signed in front of a notary and notary to complete and sign the appropriate acknowledgment.)

**Corporate/Partnership Acknowledgment**

STATE OF ARIZONA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary public, personally appeared \_\_\_\_\_ of \_\_\_\_\_, and being authorized so to do executed the foregoing instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**Individual Acknowledgment**

STATE OF ARIZONA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary public, personally appeared \_\_\_\_\_, and executed the foregoing instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(END OF SECTION)

**PINAL COUNTY HOUSING REROOFING OF 9 DUPLEX BUILDINGS IN MARICOPA, AZ**

<b>BID SCHEDULE</b>					
<b>Pinal County Housing Reroofing of 9 Duplex Building in Maricopa, AZ</b>					
<b>Project No. 175710</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>EXTENSION</b>
1	Remove Antenna, wire, vents, turbines, etc. from roof	1	LS		
2	Remove and dispose of metal dormer and cover holes with typical sheathing material. Remove and cap off any abandoned evap cooler electrical and plumbing connections.	8	EA		
3	Tear off existing shingles and felt decking	23000	SF		
4	Dry in Roof with 15lb roofing felt	23000	SF		
5	Install Type "D" 24-Gauge Galv. Iron Drip Edge	1200	LF		
6	Install Starter Strip	1200	LF		
7	Install new fiberglass class A, 30-year dimensional shingles	23000	SF		
8	Install new roof jacks, vent flashings, T-Caps and miscellaneous flashing, complete	1	LS		
9	Install new nailable, rolled ridge vent at all ridge peaks	8	EA		
10	Roll-off rental - monthly	3	MO		
11	Cost per foot for 1x8 for roof patching	1	LF		
12	Cost per foot for 2x6 fascia replacement	1	LF		
13	City (Permit, Disposal, etc.)	1	LS		
14	Allowance for lumber fascia	1	LS	\$ 5,000.00	
15	Contingency	1	LS	\$ 5,000.00	
				<b>PROJECT TOTAL:</b>	

## GENERAL PROVISIONS

**Project Title: Pinal County Public Housing Reroofing of 9 Duplex Buildings in Maricopa, AZ**

**Project No.: 175710**

1. Definitions. For this Contract certain words, phrases and terms shall have special meaning as defined herein. Furthermore, words used in the present tense shall include the future; words used in the singular shall include the plural; words in the plural shall include the singular; and words in the neutral or masculine gender are inclusive and do not in any way connote a specific gender.
  - 1.01 **Bid Documents:** The whole of the Invitation for Bids packet, which consists of all the documents listed in the index of said bid packet and all Addenda thereto.
  - 1.02 **Bid Price:** Total amount quoted by bidder for performing the Scope of Work described in the Bid Documents for project no. **175710**.
  - 1.03 **Bid Form:** The approved County form on which the bidder affixes an authorized signature certifying that the bidder has carefully reviewed the Scope of Work and is willing to perform said Scope of Work and furnish all labor, equipment and materials necessary to complete said Work for an amount not to exceed the bid price quoted.
  - 1.04 **Bid Security:** A cashier's check, certified check, or surety bond written by a surety holding a certificate of authority to transact surety business in Arizona, in the amount of ten percent (10%) of the total bid price to guarantee the bidder will enter into the Contract if the bid is accepted and which is the agreed amount of liquidated damages in case of failure to enter into Contract or provide contract security.
  - 1.05 **Bidder:** An individual, partnership, firm, corporation, or any acceptable combination thereof, or joint venture responding to an Invitation for Bids by submitting a signed Bid.
  - 1.06 **Board:** Pinal County Board of Supervisors.
  - 1.07 **Calendar Days:** A period of time meaning consecutive days including Saturdays, Sundays and holidays.
  - 1.08 **Change Order:** Amendment of the Contract, Contract Documents or both, which is not effective until after approval by the Contractor and the Pinal County Board of Supervisors or the County Manager. Approval by the Board of Supervisors or County Manager shall be in accordance with the provisions of paragraph 4 of the General Provisions of this contract.
  - 1.09 **Contract Administrator:** Director of the Pinal County Facilities Department, who reviews and approves recommendations for all contracts, change orders and pay estimates to the Board of Supervisors.
  - 1.10 **Contract Bonds/Contract Security (Performance Bond and Labor and Material Payment Bond):** The approved forms of security, furnished by the successful bidder/contractor and

the Contractor's surety or sureties, guaranteeing the full and complete performance of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts including the payment of all taxes pertaining to the Scope of Work.

- 1.11 **Contract/Contract Documents:** The written instrument between Pinal and the Contractor entitled "Contract Agreement" and the Bid Documents, as defined above, constitute the entire Contract/Contract Documents after (a) award of the Contract; (b) the successful bidder has furnished the required security and insurance and executed the Contract Agreement; (c) Pinal County has accepted and approved the security; and (d) execution of the Contract Agreement by Pinal.
- 1.12 **Contract Time:** The number of working days or calendar days allowed for completion of the Contract, including authorized time extensions. If a specified completion date is shown in lieu of the number of working or calendar days, the contract time expires on that date and the Contract shall be completed on or before that date or the date of any authorized extension.
- 1.13 **Contractor:** A bidder in whose favor the Pinal County Board of Supervisors has awarded the Contract and who has provided the necessary Contract security, met the required insurance requirements and entered into a contract agreement with Pinal.
- 1.14 **County:** Pinal County, a political subdivision of the State of Arizona.
- 1.15 **County Engineer or Engineer:** The Pinal County Engineer, acting by and under the authority of the laws of the State of Arizona, or the County Engineer's designee which includes the Housing Modernization Coordinator acting under the County Engineer's supervision, on behalf of the Pinal County Board of Supervisors.
- 1.16 **Days:** Calendar days (see above).
- 1.17 **Department:** The Pinal County Facilities Department.
- 1.18 **Director:** The Pinal County Director of Facilities, acting in the official capacity as said Director.
- 1.19 **Equipment:** All machinery and equipment, together with the necessary supplies for upkeep and maintenance and also tools and apparatus necessary for acceptable completion of the Scope of Work.
- 1.20 **Holidays:** The legal holidays as defined in the latest revisions at the time of bidding, of the Arizona Revised Statutes, Title 1, Chapter 3, § 1-301.
- 1.21 **Housing Modernization Coordinator:** Pinal County employee appointed by the Director of the Housing Department whose duties include but are not limited to inspections, approval of work progress payments and final acceptance.
- 1.22 **Labor and Material Payment Bond:** A payment bond furnished by Contractor and Contractor's surety or sureties for the full amount of the Bid Price to guarantee payment

to laborers and material suppliers.

- 1.23 **Materials:** Any substances specified for use in the construction of the Project.
- 1.24 **Material Supplier:** One who fabricates, or processes an item off the Project Site, and who may or may not deliver this to the Project Site. For purposes of this definition, a supplier shall not include one who establishes a fabricating process or facility expressly for use of the Project, whether on or off the Project Site; or one who performs work on the Project Site that is incorporated into the Project.
- 1.25 **Notice of Award:** Written notice to the successful bidder notifying that the bid has been accepted by the Pinal County Board of Supervisors.
- 1.26 **Notice to Proceed:** A written notice from Pinal to Contractor informing Contractor of the start date for the Scope of Work, and in some instances the start dates for phases of the Scope of Work.
- 1.27 **Performance Bond:** A bond in the full amount of the total Bid Price furnished by Contractor and Contractor's surety or sureties to protect Pinal by conditioning release of the bond sum upon Contractor's full and complete performance of the Contract and all supplemental agreements thereto.
- 1.28 **Plans:** The project plans, standard drawings, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the Work to be performed. All such documents are to be considered as a part of the plans whether or not they are reproduced in the Invitation for Bid packet.
- 1.29 **Progress Payment:** Monthly draw against the contract price based on work completed and determined by the Schedule of Values and approved by the Engineer.
- 1.30 **Project Plans:** Specific details and dimensions peculiar to the Work which are supplemented by the Standard Drawings insofar as they may apply.
- 1.31 **Purchase Order:** A document whereby a using agency specifies the description of the request item/scope of work, suggested source of supply, delivery schedule, and transportation data commencement/completion dates.
- 1.32 **Repetition of Expressions:** In order to avoid cumbersome and needless repetition, such phrases as "to the Engineer" and "by the Engineer" shall be understood to mean that when an order, instruction, decision, exercise of judgment or other similar action is indicated, such order, instruction, decision, exercise of judgment or other similar action shall be issued, given, made by or reserved to the County Engineer.
- 1.33 **Responsive & Bidder or Offeror:** A person who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.
- 1.34 **Responsive Bidder:** A person who submits a bid which conforms to all material respects

to the invitation for bids.

- 1.35 **Schedule of Performance:** A timetable prepared by a bidder given a Notice of Award, to commence running upon Pinal's issuance of a Notice to Proceed, defining the Bidder's projection of significant milestones in the course of the performance of the Contract, as well as the number of days elapsed from the issuance of the Notice to Proceed to each such milestone.
  - 1.36 **Schedule of Values:** Prices set by the Contractor for specified divisions of the Work. These prices shall be used to arrive at the amounts due under this contract on the progress payments. They shall include everything for that particular quantity of work which the Contractor expects to be paid, e.g. labor, material, overhead, profit, equipment costs or rental, transportation.
  - 1.37 **Shop Drawings:** Drawings approved for repetitive use, showing details to be used where appropriate.
  - 1.38 **Specifications:** The compilation of provisions and requirements for the performance of the prescribed Scope of Work, which include general, special and technical specifications.
  - 1.39 **Subcontractor:** An individual, partnership, firm or corporation or any acceptable combination thereof, or joint venture, which performs any of the prescribed Scope of Work, directly or indirectly for or on behalf of Contractor whether or not in privity of contract with Contractor.
  - 1.40 **Superintendent:** Contractor's authorized representative in responsible charge of the work.
  - 1.41 **Surety:** The corporate body bound with and for Contractor, for the full and complete performance of the Contract and for payment of all debts pertaining to the Work.
  - 1.42 **Working Day:** A calendar day, exclusive of Saturdays, Sundays and County-recognized holidays, on which weather and other conditions not under the control of Contractor shall permit Contractor's operation to proceed for the major part of the day with the normal working force engaged in performing the controlling item or items of work which would be in progress at that time.
  - 1.43 **Working and Supplemental Drawings:** Supplemental design sheets, shop drawings or similar data which Contractor is required to submit to the Engineer.
2. **No Waiver of Legal Rights.** Partial or final acceptance of the Work under this Contract shall not preclude or prohibit Pinal from correcting any measurement, estimate or certificate made before or after completion of the Work, nor shall Pinal be precluded or prohibited from recovering from Contractor or its surety, or both, such overpayment as it may sustain, or by failure on the part of Contractor to fulfill its obligations under the Contract. A waiver on the part of Pinal of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

3. Latent Defects, Fraud, Gross Mistakes. Contractor, without prejudice to the terms of the Contract, shall be liable to Pinal for latent defects, fraud or such gross mistakes as may amount to fraud, or as regards to Pinal's rights under any warranty or guarantee.
4. Change Orders. Pinal may, at any time, by written order and without notice to sureties make or direct changes (revisions, additions or deletions) within the general scope of the Contract in the Work to be performed. Written change orders from Contractor shall be submitted with written justification and estimates to Pinal County Facilities Department Director. Written change orders which shall increase the Contract Price by 10% or less, together with time extensions related thereto, requires prior written approval by the County Manager, and written change orders which shall increase the Contract Price by more than 10% together with time extensions related thereto, requires formal approval by the Pinal County Board of Supervisors prior to any change in Work under the Contract.
5. Delays and Extensions. Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any, may be covered by an extension of time for such reasonable period as may be mutually agreed upon between the parties hereto. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date shall not be construed as a waiver by Pinal of any of its rights herein.
6. Disputes. For resolving questions of fact not disposed of by agreements between the parties to this Contract, the final determination shall be made by Pinal.
7. Contract Bonds. Contractor shall execute a Labor and Material Payment Bond, if subcontractors are to provide labor and materials, and shall execute a Performance Bond, each in an amount at least equal to 100 percent (100%) of the full Contract Price, if the contract price. Such bonds shall be issued by a surety company or surety companies, acceptable to Pinal and duly authorized to do business in the State of Arizona, and shall be payable to Pinal County. The Attorney-in-Fact who executes the bonds on behalf of surety shall affix thereto a certified and current copy of the Attorney in Fact's Power of Attorney. Only those forms of Performance and Payment Bonds that conform with Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes shall be used. Bonds from individual sureties are not acceptable. The bonds shall serve as security for the faithful performance of the Contract, including maintenance provisions, and for the payment of all persons performing labor and furnishing materials in connection with the Contract. The premiums on the bonds shall be paid by Contractor. If, at any time, Pinal shall become dissatisfied with any surety or sureties then upon the bonds, or if for any other reason such bonds shall cease to be adequate security for Pinal, Contractor shall, within five (5) calendar days after notice from the Engineer so to do, substitute acceptable bonds in such form and sum and signed by such other sureties as may be satisfactory to Pinal. The premiums on such bonds shall be paid by Contractor. Pinal may withhold the premiums due on such bonds from compensation due Contractor.
8. Independent Contractor. All Work performed under this Contract is being performed by Contractor as an independent contractor and not as an employee or agent of Pinal. This Contract does not constitute, create, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between Pinal and Contractor, Contractor's employees, subcontractors,

subcontractors' employees or any person supplied by Contractor in the performance of Contractor's obligations under this Contract and does not entitle said persons to rights or benefits from Pinal normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits. Contractor and subcontractors shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Pinal with respect thereto, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Contractor from its subcontractors on behalf of Pinal.

9. Insurance. Without limiting any of Contractor's obligations or liabilities, Contractor, at Contractor's own expense, shall purchase and maintain the minimum insurance coverage listed below with responsible insurance carriers duly licensed to do business within the State of Arizona and satisfactory to Pinal and with policies and forms satisfactory to Pinal.

9.1 Workers' Compensation Insurance, or participation in the State of Arizona State Compensation Fund to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of the Work under this Contract; and Employer's Liability insurance of not less than One Hundred Thousand Dollars (\$100,000.00) for each accident, One Hundred Thousand Dollars (\$100,000.00) disease for each employee, and Five Hundred Thousand Dollars (\$500,000.00) disease policy limit.

9.2 Commercial General Liability Insurance with a limit of not less than Two Million Dollars (\$2,000,000.00) for each occurrence with a Two Million Dollars (\$2,000,000.00) Products and Completed Operations Aggregate and with a Two Million Dollars (\$2,000,000.00) General Aggregate Limit. The policy shall include coverage for bodily injury, death, broad form property damage, personal injury, products/completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract. Further, the policy shall include coverage for the hazards commonly referred to as XCU (explosion, collapse and underground).

Such policy shall contain a severability of interests provision; and shall not contain a sunset provision or commutation clause, nor any provision which would serve to eliminate or limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704 and shall include coverage for Contractor's operations and products and completed operations.

9.3 Commercial/Business Automobile Liability Insurance with a combined single limit for bodily injury and property damages of not less than One Million Dollars (\$1,000,000.00), each occurrence with respect to Contractor's owned, hired and non- owned vehicles assigned to or used in the performance of Contractor's work.

- 9.4 Umbrella/Excess Liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Commercial/Business Automobile Liability and Employer's Liability, as required above.
- 9.5 At the time the successful bidder submits certificate of insurance, labor/material and performance bonds, the name of the company representative responsible for all construction claims, including claims for property damage and damage to vehicles caused by construction or materials.
- 9.6 All claims for damages including damages to vehicles shall be responded to by Contractor within fifteen (15) days of submission of the claim. Contractor's failure to respond to claims within fifteen (15) days may be considered a material breach of the contract documents.

Additional Insured. The insurance coverage, except Workers' Compensation, required by this contract, shall name Pinal County, its agents, representatives, directors, officials, employees and officers as Additional Insureds and shall specify that said insurance shall be primary insurance and that any insurance coverage carried by Pinal, its agents, representatives, directors, officials, employees and officers shall be excess coverage, and not contributory coverage to that provided by the Contractor.

Claims Made. In the event any insurance policy required by the Contract is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and be evidenced by annual Certificates of Insurance.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted.

Material Breach. Failure on the part of Contractor to produce or maintain required insurance in full force and effect until all Work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted shall constitute a material breach of Contract upon which Pinal may immediately terminate the Contract or, at its discretion, purchase or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Pinal shall be repaid by Contractor to Pinal upon demand, or Pinal may offset the cost of the premiums against any monies due to Contractor from Pinal.

Primary Coverage. Contractor's insurance shall be primary insurance as respects Pinal and any insurance or self-insurance maintained by Pinal shall be in excess of Contractor's insurance and shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect Pinal.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer

rights of recovery (subrogation) against Pinal, its agents, representatives, directors, officers, and employees for any claims arising out of the Work of Contractor.

Deductible/Retention. If policies provide coverage which contain deductibles or self-insured retentions, such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to Pinal under such policies. Contractor shall be solely responsible for deductible and/or self-insured retention and Pinal, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

Insurance policies that contain deductibles or self-insured retentions in excess of Five Thousand Dollars (\$5,000.00) per occurrence shall not be acceptable without prior approval of Pinal.

Certificates of Insurance. Prior to commencing the Work under this Contract, Contractor shall furnish Pinal with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage's, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Director, Pinal County Purchasing Department  
Attn: Contracts Supervisor/Buyer  
Post Office Box 1348  
Florence, Arizona 85132

Copies of Policies. Pinal reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. Pinal shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of Pinal's right to insist on strict fulfillment of Contractor's obligations under this Contract.

10. Subcontractor's Insurance. In addition to insurance coverage required by Contractor, as set forth above, Contractor shall require insurance coverage in the same amounts from its subcontractors on behalf of Pinal and subcontractors shall comply with the paragraph entitled "Insurance" above.
11. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees, from any and all liability, demands, proceedings, suits, actions, claims, losses, costs, and damages of every kind and description, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to indemnify and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, or employee's liability claims, damages, losses or expenses (including but not limited to attorney's fees, court costs and/or arbitration costs and the cost of appellate

proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including loss of use resulting there from, caused by or contributed to, in whole or in part, by any negligence, recklessness or intentional wrongful conduct, whether active or passive, of Contractor, its employees, agents, representatives, any tier of Contractor's subcontractor's ,their employees, agents or representatives or anyone directly or indirectly employed by Contractor or its subcontractor s or anyone for whose acts Contractor or its subcontractor's may be liable. The amount and type of insurance coverage requirements set forth in the Contract Documents or remuneration of any insurance coverage herein provided shall in no way be construed as limiting the scope of the indemnity in this paragraph. Such indemnity shall be required by Contractor from its subcontractor s on behalf of Pinal.

12. Survivability. Every provision of paragraph 9, (Insurance), paragraph 10 (Subcontractor's Insurance) and paragraph 11 (Indemnification) of these General Provisions shall survive the termination, cancellation, suspension, or completion of this contract.
13. Contractor's Responsibility. To the fullest extent permitted by law, Contractor shall be responsible for its own negligent acts, omissions and mistakes, and that of its employees, agents and subcontractors.
14. Requiring Removal of Unqualified Personnel. If Contractor personnel are deemed to be incompetent, careless, or otherwise objectionable, the contracting officer can require the removal of such personnel from the project.
  - 14.1 Such an action must be supported by facts which show continued incompetence, carelessness, neglect, or other behavior detrimental to contract performance and to the County's best interest.
  - 14.2 This is a delegated authority of the contracting officer's representative (COR), normally to the County Engineer, to be used if the contractor does not correct deficiencies in his organization.
  - 14.3 Incompetency by the Contractor's QC staff shall be brought to the Contractor's attention. If no immediate corrective action is taken by the Contractor, he may be directed to remove any employee acting in an incompetent manner. The Contractor shall comply and if this action is considered necessary, action shall be taken within 48 hours.
15. Requiring the Contractor to Assume Personal Supervision. If the Contractor does not provide a superintendent approved by the County Engineer or designee, the County Engineer may require the Contractor to assume personal supervision of the work.
16. Non-liability of Public Officials and Pinal Representatives. The Pinal County Board of Supervisors, officials, agents or employees of Pinal County shall not be charged personally by Contractor with any liability or held liable by Contractor under any term or provision of this Contract, in carrying out any of the provisions of the specifications or in exercising any power or authority granted to them by or within the scope of the Contract, or because of the Contractor's execution or attempted execution or because of any breach. It is understood and agreed that in all such matters the Pinal County Board of Supervisors, officials, agents and

employees act solely as agents and representatives of Pinal.

17. Notice of Claim. Contractor shall notify Pinal of any claim filed against Contractor or Contractor's insurance company arising from services performed under the Contract within thirty (30) days of such filing.
18. Final Payment Acceptance. The acceptance by Contractor, its successors or assigns of any payment made as final payment under the Contract or of any final payment due on termination of the Contract, shall constitute a full and complete release of Pinal from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against Pinal under the provisions of the Contract.
19. Assignment and Subcontracting. Contractor shall not assign or subcontract the whole or any part of the Contract without prior written consent of Pinal. No such authorization shall be construed to relieve Contractor of Contractor's primary responsibility for completion of the contract or the Contract itself. Contractor shall be directly responsible for the quality and performance of any work subcontracted, and if any subcontractor shall fail to perform the work undertaken by the subcontractor in a manner satisfactory to the Engineer, Contractor shall immediately cause replacement of or repairs or alterations to the work in a manner satisfactory to the Engineer. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and Pinal.
20. Retention of and Access to Records. Contractor and every subcontractor shall keep and maintain all books, papers, records, accounting records, files, accounts, reports, cost proposals with backup data and all other material relating to the Project, and shall make all such materials available at any reasonable time during the term of work on the Project and for five (5) years from the date of final payment to Contractor for auditing, inspection and copying upon Pinal's request. Contractor shall insert in each of its subcontracts the above requirement and also a clause requiring its subcontractors to include the above requirement in any lower-tier subcontracts or purchase orders.
21. Employment of Personnel of Public Agencies. Contractor shall not engage the services of any person or persons then in the employ of Pinal except off duty Pinal County Sheriff's Officers for Traffic Control.
22. General Compliance with Laws. Contractor, its employees, agents, subcontractors, subcontractor's employees and agents, and anyone acting on Contractor's behalf shall comply with all applicable federal, state and local laws, regulations, rules and ordinances, including but not limited to speed limits, weight/load restrictions and environmental laws and regulations.
23. Permits, Licenses, Fees. Contractor shall procure all permits and licenses, pay all charges, fees, taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.
24. Sales and Use Taxes. In accordance with State of Arizona, Department of Revenue regulations, all sales and use taxes due the State on materials, labor or services and equipment used in this Project, shall be paid by Contractor. Before final payment on the Contract is made by Pinal, Contractor shall furnish Pinal with a certificate duly acknowledged stating all such sales and use

taxes have been paid to the State of Arizona. In the event that services or materials of a subcontractor are used, Contractor shall make the same requirements contained above of the subcontractor in favor of Pinal. Any and all refunds claimed and received by Pinal shall be the property of Pinal and shall not affect any bid price or Contract price under this Contract.

25. Termination of Contract for Default. If Contractor:

- 25.1 Fails to begin the Work under this Contract within the time specified,
- 25.2 Refuses or fails to perform the Work, or any separable part, with such diligence as shall ensure its completion within the agreed upon time; or if the Contractor fails to complete the Work within such time;
- 25.3 Fails to supply sufficient skilled workmen or suitable equipment or materials according to required specifications and/or provides defective material,
- 25.4 Fails to make prompt payments to subcontractors or suppliers at any tier, or for labor, materials or equipment;
- 25.5 Fails to perform the Work in a satisfactory manner, or neglects or refuses to remove materials or to perform anew such Work as may be rejected as defective, unsuitable and unacceptable;
- 25.6 Fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction or specified by the Contract Documents;
- 25.7 Fails to follow any reasonable instruction by Pinal;
- 25.8 Performs work which deviates from the Contract Documents;
- 25.9 Discontinues the prosecution of the Work;
- 25.10 Fails to resume the Work which has been discontinued within a reasonable time after notice to do so;
- 25.11 Allows any final judgment to stand against the contractor unsatisfied for a period of ten days;
- 25.12 Commits any act of bankruptcy or insolvency;
- 25.13 Makes an assignment for the benefit of creditors;
- 25.14 Otherwise violates in any material way any provision or requirement of the Contract Documents, or
- 25.15 For any other cause whatsoever, fails to carry on the Work in an acceptable manner.

Pinal shall give notice in writing to Contractor and its surety of such failure, delay, neglect, refusal or default, specifying the same. If Contractor, or Contractor's surety, within a period of seven (7) days after such notice, shall not proceed in accordance therewith, then Pinal upon the failure of Contractor to comply with such notice, shall have full power and authority, without violating the contract, to terminate this Contract. Pinal, at its option, may call upon the surety to complete the Work in accordance with the terms of this Contract or Pinal may take over the Work, including any or all materials and equipment on the ground as may be suitable and acceptable to Pinal and may complete the Work with its own force account, or may enter into a new contract for the completion of the Work, or may use such other methods as in the opinion of Pinal shall be required for the completion of the Work in an acceptable manner. All costs and charges incurred by Pinal, together with the cost of completing the Work, shall be deducted from any monies due or which may become due to Contractor on this Contract. If such expense exceeds the sum which would have been payable under this Contract, Contractor and Contractor's surety shall be liable and shall pay to Pinal the amount of such excess.

26. Termination, Postponement or Abandonment.

26.1 The right is reserved by Pinal to terminate, indefinitely postpone, or abandon this Work, in whole or in part, when, for any, reason, Pinal determines such action is in the best interests of Pinal. This Contract may be terminated by giving written notice to Contractor at least twenty-four (24) hours prior to the termination, postponement or abandonment, and Pinal shall be liable to Contractor only for work performed up to the effective date of termination, postponement or abandonment. In no event shall payment for such costs exceed the current contract price. Acceptable materials, obtained by Contractor for the work but which have not been incorporated therein, may, at the option of Pinal, be purchased from Contractor at actual cost delivered to a prescribed location or otherwise disposed of as mutually agreed. Contractor agrees to make his cost records available to Pinal to the extent necessary to determine the validity and amount of any claim made against Pinal under this Contract. Termination of a Contract or portion thereof shall not relieve Contractor of its contractual responsibilities for the work completed, nor shall it relieve the surety of its obligation for and concerning any just claim arising out of the work performed.

27. Improper Exercise of Authority. It is further understood and agreed that Contractor shall not in any way exercise any portion of the authority or sovereign powers of Pinal and shall not make a contract or commitment, or in any way represent itself as an agent of Pinal.

28. Subcontracts. Subcontracts entered into by Contractor to accomplish the Work shall incorporate, by reference, in each subcontract the provisions of the Contract Documents. Subcontracts shall be in writing and shall contain a provision whereby a person so employed or with whom a subcontract has been entered, acknowledges that Pinal shall not be liable for any costs, claims, damages, reimbursement or payment of any kind relating to such subcontract. Contractor shall bear full responsibility for acceptable performance under each subcontract.

29. Changes in Subcontractors or Material Supplier: In the event there is a need to change, add or delete a subcontractor or material supplier, the Engineer shall be notified in writing no less than 7 days prior to the commencement of work by the proposed subcontractor or delivery of

supplies by the proposed material supplier.

30. Liens. Prior to payment to Contractor of final retention of compensation and release of Labor and Material Bond (Payment Bond) by Pinal, Contractor shall provide to Pinal a notarized receipt/release for satisfaction of payment and waiver of lien on this Project from each subcontractor, supplier and subsupplier performing services, labor and/or providing materials and/or supplies for this Project and any and all persons holding claims against the Work for this Project. If Contractor is the sole supplier and/or contractor under these Contract Documents, Contractor shall, prior to payment by Pinal, provide a written, notarized statement to Pinal stating Contractor is the sole supplier and/or sole contractor and there are no subsuppliers and/or subcontractors who are entitled to a lien under this Contract.
31. Notices. Any notice or demand under this Contract from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. Mail box, in a postage prepaid envelope addressed to the other party to the address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and changed address.

Pinal: Director, Pinal County Purchasing Department  
P. O. Box 1438, Florence, AZ 85132  
with copies to Pinal County Manager  
P.O. Box 827, Florence, AZ 85132

Contractor: To the address shown on the Bid form

32. Nondiscrimination, etc. In connection with the performance of the Work, Contractor shall comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative actions, and further agrees to insert an identical provision requiring said compliance in all subcontracts hereunder.

Environmental Protection. Contractor shall comply with all applicable federal, state and local statutes, rules, regulations, orders and requirements relating to environmental protection including but not limited to those relating to or adopted under: the Clean Air Act (42 U.S.C 7401 et seq. as amended), the Clean Water Act (33 U.S.C. 1251 et seq. as amended), the Resource Conservation and Recovery Act (42 USC 6901 et seq. as amended), and the Comprehensive Environmental Response Compensation and Recovery Act (42 U.S.C. 6901 et seq. as amended), and the Comprehensive Environmental Response Compensation and Recovery Act (42 U.S.C 9601 et seq. as amended). Specifically for contracts exceeding \$100,000 Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, (42 U.S.C 1857 (h), Section 508 of the Clean Water Act (33 U.S.C 1344) and US Environmental Protection Agency (40 CFR Part 15) which prohibit the use under nonexempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the US EPA Assistant Administrator for Enforcement (EN-329).

33. Energy Conservation. Contractor shall comply with mandatory standards and policies, as

applicable, relating to energy efficiency which are contained in the State Energy conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

34. Antitrust Violations. Contractor and Pinal agree that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user, in this case, Pinal. Therefore, Contractor, acting as a vendor, hereby assigns to Pinal any and all claims for such overcharges.
35. Organizational Conflicts of Interest. No contract for the construction of a project shall be awarded to the firm that designed the Project or its subsidiaries, affiliates, the parent company or subcontractors or to a management and/or general consultant or any of its subsidiaries, affiliates, the parent company or subcontractors that were involved in any aspect of the design process, except with the approval of Pinal.
36. Antilobbying. Contractor shall comply with the provisions of Section 1352 of Title 31, U.S. Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits federal funds from being expended by a recipient or any lower tier sub-recipients of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. All disclosure statements shall be furnished to Pinal.

Contractor shall require all lower-tier subcontractors who have agreements exceeding \$100,000.00 to complete the Certification of Federal Contracts (ECS Form 90-1) and, when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3) prior to execution of the Prime Contractors Agreement with Pinal. Lower-tier certifications shall be maintained by Contractor.

38. Drug-Free Workplace. Contractor shall comply with the Drug Free Workplace Act of 1988 and implement regulations and furnish the requisite "Certification regarding Drug-Free Workplace Requirements" to Pinal and insert this provision in all subcontracts.
39. Issuing an Unsatisfactory Performance Appraisal. Pinal may perform periodic performance appraisals throughout the life of the contract. Contractor shall receive written notice of any deficiencies. If the contractor fails or continues to fail, to correct noted deficiencies in performance, Contractor shall be cited as unsatisfactory at the conclusion of the project.
40. Performance and Evaluation. Past performance and evaluation(s) relating thereto shall be considered by the County in determining bidder responsibility.
41. Suspension and/or Debarment. Contractor shall acknowledge, sign and notarize the Affidavit of Suspension and/or debarment (ASD) as addressed in the ASD section of this Invitation for Bids, affirming no suspension or disbarment has occurred during the preceding three (3) years.
42. Immigration Law Compliance. Pursuant to the provisions of A.R.S § 41-4401, the Contractor

and each of its subcontractors warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and the requirement to use E-Verification set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Certification"). Contractors shall obtain statements from its employees and subcontractors certifying compliance and shall furnish the statements to the Procurement Officer. The County may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Certification. The Contractor agrees to assist the County in performing any such random verifications. These certifications shall remain in effect through the term of the Contract. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at [USACIS.GOV](http://USACIS.GOV).

The County may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should either party suspect or find that the other party or any of its subcontractors are not in compliance, either party may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the other party. All costs necessary to verify compliance are the responsibility of the party under question.

The provision of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

A breach of the Contract Immigration Certification shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

In accordance with A.R.S. §35-391 and A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business with operations in Iran, Sudan or any county that is in violation of the Export Administration Act (terrorist countries).

(END OF SECTION)

## **SPECIAL PROVISIONS AND SPECIFICATIONS**

**Project Title: Pinal County Public Housing Reroofing of 9 Duplex Buildings in Maricopa, AZ**

**Project No.: 175710**

1. Scope of Work/Work. As set forth in document entitled "Invitation for Bids" and in a workmanlike manner and according to the specifications and requirements set forth in the Contract Documents and to furnish all materials, tools, equipment, supplies, facilities, utilities, transportation, experienced supervision, and labor necessary for and required to perform and complete the Project.
3. Intent of Specifications and Plans. The specifications and plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of specifications and plans, so that any Work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the Work shall be completed according to the complete design or designs as decided and determined by the Engineer or designee.
4. Discrepancy Procedure. Should anything be omitted from the specifications and plans which is necessary to a clear understanding of the Work, or should it appear that various specifications and/or instructions are in conflict, or in the event of a recognized ambiguity by Contractor or any Subcontractor, it shall be brought to the attention of the contact person named in the Invitation for Bids, if discovered prior to the opening of bids, or to the attention of the Engineer or designee, if discovered after the award of contract, and written instructions secured from the Engineer before proceeding with the Work affected by such omission or discrepancy.
5. Pre-construction Conference. The Housing Modernization Coordinator shall call a pre-construction conference prior to beginning the Work to go over the proposed Work with Contractor.
6. Administrator's Responsibilities. To audit the invoices, prepare payment recommendations to the Board, establish schedules, review and prepare change order recommendations.
7. Work Hours. The work schedule shall be coordinated between Contractor and Engineer or designee. Work shall be done during daylight hours, Monday through Friday, excluding County Holidays, pursuant to A.R.S. 1-301, unless otherwise approved by Engineer designee. Daylight hours are defined as ½ hour after sunrise and ½ hour before sunset.
8. Protection of Finished or Partially Finished Work. Contractor shall properly guard and protect all finished or partially finished Work, and shall be responsible for same until the entire Project is completed and accepted by Pinal.
8. Site Investigation. Contractor hereby acknowledges that the Contractor has investigated the construction site and is fully cognizant of the features and Scope of Work to be completed under the Contract Documents. Contractor agrees any failure to fully investigate, inspect, and take proper measurements and to satisfy Contractor of the Scope of Work for the Project

shall not be grounds for additional compensation under this Contract.

10. Differing Site Conditions.

10.1 During the performance of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract Documents or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered in performing the Work are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions.

10.2 Upon written notification, the Housing Modernization Coordinator shall investigate the conditions and if it is determined that the conditions materially differ and cause an increase or decrease in the Work to be performed, including the quantity and cost of the materials to be furnished and delivered, or in the time required for performing the Work, the Contract may be canceled or an adjustment, excluding anticipated profits, may be made and the Contract modified in writing accordingly with the approval of the Pinal County Board of Supervisors. Pinal shall notify Contractor of the determination whether to cancel the Contract or whether or not an adjustment of the Contract is warranted.

10.3 No contract adjustment, which results in a benefit to Contractor, shall be allowed unless Contractor has provided the required written notice.

10.4 No contract adjustment shall be allowed under this clause for any effects caused on unchanged work.

11. Cooperation by Contractor. Contractor shall be supplied with a minimum of two sets of approved plans and Contract assemblies including special provisions, one set of which Contractor shall keep available at the Project Site at all times. Contractor shall give the Work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer or designee and other contractors in every way possible. Contractor shall have at the project site at all times, as Contractor's agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of Work being performed, who shall receive instructions from the Housing Modernization Coordinator. The superintendent shall have full authority to execute orders or directions of the Housing Modernization Coordinator without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. A superintendent shall be furnished irrespective of the amount of Work subcontracted.

13. Blue Stake Notification. Contractor shall contact the appropriate utility companies for Blue Staking of underground utility locations at least three working days prior to commencement of construction of the Work if necessary.

14. Cooperation with Utility Companies. If necessary, the Department shall notify all utility companies, all pipeline owners or other parties affected and endeavor to have all necessary adjustments of the public or private utility fixtures, pipelines and other appurtenances within or adjacent to the limits of construction, made as soon as practicable. Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light

standards, cableways, signals and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted shall be moved by the owners at their expense, unless otherwise provided for in the special provisions or noted on the project plans. The Contract shall indicate various utility items, some of which shall be relocated or adjusted by the utility owner, including the date by which the Work is expected to be completed, and other utility items which shall be relocated or adjusted by Contractor. It is understood and agreed that Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the project plans or described in the special provisions. Contractor shall make every effort to cooperate fully with each utility company and shall understand that delays to its operations may necessarily occur.

15. Cooperation between Contractors. Pinal reserves the right at any time to contract for and perform other or additional work on or near the work covered by the Contract. When separate contracts are awarded within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same Project shall cooperate with each other as directed. If requested by the Engineer or designee, each Contractor shall furnish the Engineer or designee with written evidence that Contractor has made the necessary arrangements with the other contractors for the successful prosecution of the work for the benefit of all parties. Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract and shall protect and save harmless Pinal from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of the same project. Contractor shall arrange its work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project and on adjoining projects. Contractor shall join Contractor's work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.
16. Authority of the Engineer or designee. The Engineer or designee shall decide any and all questions which may arise as to the Work, including the quantity, quality and acceptability of materials furnished and rate of delivery. The Engineer or designee shall decide all questions which may arise as to the interpretation of the specifications or plans. The Engineer or designee with the consent of the Director of the Pinal County Facilities Department shall have the authority to suspend the Work, wholly or in part, due to the failure of Contractor to correct conditions unsafe for the workers or the general public; for failure to carry out provisions of the Contract Documents and to carry out orders. The Engineer or designee may suspend the Work for such period as the Engineer or designee may deem necessary due to adverse weather conditions, for conditions considered adverse to the prosecution of the Work or for any other condition or reason deemed to be in the public interest. The Engineer or designee decision, in case any questions may arise, shall be a condition precedent to the right of Contractor to receive any money or compensation for the Work under the Contract Documents. The Engineer or designee shall have full power to reject or condemn all or part of the Work performed under the Contract Documents, which do not conform to the specifications, terms and conditions herein expressed. All Work shall be performed, including the furnishing of materials, strictly to and in conformity with the plans and specifications made part of the Contract Documents and according to the directions of the Engineer or designee.

The Engineer or designee's failure to discover or reject Work, including materials, not in accordance with the plans, specifications and contract documents during performance of the Work, shall not be considered an acceptance of the Work, or a waiver of defects. Neither the failure to properly perform inspections, tests or approvals required by the Contract Documents nor the activities or duties of the Engineer or designee in the administration of the Contract Documents shall relieve Contractor from Contractor's obligation to perform the Work strictly to and in conformity with the plans, specifications, terms, provisions and conditions of the Contract Documents.

17. Inspection of Materials and Work. Pinal may reject or condemn, in whole or in part, materials not in good condition or not in compliance with the specifications of the Bid/Contract Documents. All materials and each part or detail of the Work shall be subject to inspection by the Engineer or designee. The Engineer or designee shall be allowed access to all parts of the Work, including materials used, and shall be furnished with such information and assistance by Contractor as is required to make a complete and detailed inspection.

Contractor shall schedule its operations to allow a reasonable amount of time for engineering inspection of the Work, including materials used. In most cases, inspection shall be completed in eight work hours or less. Contractor shall not be entitled to additional compensation or an extension of Contract time for delay resulting from such inspections. The Engineer or designee shall perform the inspection as expeditiously as possible in order that the Work might progress in an orderly and continuous manner. Additional inspection costs incurred due to Contractor errors shall be at Contractor's expense.

Any Work done or materials used without inspection by the Engineer or designee may be ordered removed and replaced at Contractor's expense unless the Engineer failed to inspect after having been given a minimum of 48 hours notice in writing that the Work was to be performed. Failure to reject any defective Work, including materials, shall not in any way prevent later rejection when such defect is discovered nor obligate the Engineer or designee to final acceptance.

When any unit of government, political subdivision, utility or any railroad corporation is to pay a portion of the cost of the Work covered by the Contract, its respective representatives shall have the right to inspect the Work. Such inspection shall in no sense make any unit of government, political subdivision or any railroad corporation a party to the Contract and shall in no way interfere with the rights of either party to the contract.

18. Removal of Unacceptable and Unauthorized Work. All work, including materials used, which does not conform to the requirements of the Contract Documents shall be considered unacceptable. Unacceptable and/or defective Work, including materials used, found to exist prior to the final acceptance of the Work, shall be removed immediately and replaced by acceptable Work, including materials. Upon failure on the part of Contractor to comply with any order of the Engineer or designee made under the provisions of this subsection, the Engineer or designee shall have authority to cause unacceptable and/or unauthorized Work, including materials, to be remedied or removed and replaced and to deduct the costs from any monies due Contractor.

19. Load Restrictions. Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the project.

The operation of equipment of such weight or so loaded as to cause damage to structures or the roadway or to any other type of construction shall not be permitted. Hauling of materials over the subgrade or the base course or surface course under construction shall be limited as directed by the Engineer or designee.

20. Maintenance During Construction. Contractor shall maintain the Work during construction and until the Project is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day with adequate equipment and forces to the end that the Work is kept in satisfactory condition at all times. All costs of maintenance work during construction and before the project is accepted shall be considered as included in the Bid/Contract Price. If at any time Contractor fails to comply with the provisions of this subsection, Pinal shall immediately notify Contractor of such noncompliance. If Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, Pinal may immediately proceed to maintain the Work and the entire cost of this maintenance may be deducted from monies due and/or to become due Contractor under this contract and/or any other contract that Contractor is performing for Pinal and/or collect from Contractor and/or from Contractor's surety by any remedy allowed by law.
21. Cleanup. Prior to the final inspection of Work under this Contract, Contractor shall remove all loose debris, unused material and other materials caused as a result of the Contractors operations, from the site of the Work.
22. Final Inspection. Upon due notice from Contractor that the entire Work under the Contract Documents is completed, the Engineer or designee shall make an inspection. If all Work, including materials, provided for and contemplated by the Contract Documents are approved to the Engineer or designee's satisfaction, that inspection shall constitute the final inspection and the Engineer shall notify Contractor in writing of completion of final inspection. If, however, the inspection discloses any Work, including materials, as unacceptable and/or defective, the Engineer or designee shall give Contractor written notice of the unacceptable and/or defective Work, including materials, and Contractor shall immediately remove said Work, including materials, and replace it with acceptable Work, including materials. Upon remediation of the unacceptable and/or defective Work, including materials, as called for by the Engineer's notice, the above procedures shall be repeated until the Engineer or designee gives notice of completion.
23. Protection of Adjacent Property. Contractor shall take all necessary precautions to avoid harming and/or damaging any adjacent person, structure, property or vegetation.
24. Safety Measures. Contractor shall take care at all times to protect the Work and its equipment. Contractor shall take all necessary precautions for the safety and protection of all persons, including workmen and the general public, and shall comply with all applicable provisions of federal, state and municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the property where the work is being performed.
25. Liquidated Damages. Time is the essence of this Contract. In the event Contractor shall fail to perform the Work as described in the Bid/Contract Documents within the time set in the

Contract Documents, Contractor shall be liable to Pinal, as liquidated damages and not as a penalty, for **One hundred Dollars and zero cents (\$100.00)** per day for each and every calendar day that Contractor fails to meet the completion date. Pinal shall have the right to deduct said liquidated damages from any amount due and/or that may become due Contractor under this contract and/or any other contract that Contractor is performing for Pinal and/or to collect such liquidated damages for Contractor and/or its surety by any remedy allowed by law.

26. Loss or Damage during Construction. All loss or damage arising out of the nature of work to be done, or from action of elements, or from unforeseen circumstances in prosecution of same, or from unusual obstructions or difficulties which may be encountered in prosecution of work shall be sustained and borne by Contractor at its own cost and expense.
27. Contractor's Guarantee. Contractor guarantees that the work shall remain in good order and repair and guarantee the material furnished under this Contract for a two-year period. Any defect in workmanship or materials arising during that period shall be repaired or removed and replaced, as determined necessary by Pinal, at Contractor's expense. If within ten (10) days after the mailing of a written notice by Pinal or its designated representative to Contractor, or its agent, requesting such repair or removal and replacement, Contractor shall neglect to perform the same with due diligence, Pinal may perform such repair or removal and replacement at Contractor's expense; provided, however, that in the case of emergency where, in the judgment of Pinal, delay would cause serious loss or damage, the repair or removal and replacement may be made without notice being sent to Contractor, and Contractor shall pay the cost thereof. Failure of Contractor to honor warranties in a cooperative and timely manner and to the satisfaction of Pinal shall result in the Contractor being omitted from bidding on future Pinal Projects.

(END OF SECTION)

**TECHNICAL SPECIFICATIONS**

**ROOF TEAR OFF AND REROOF**

FOR

**18 HOUSING UNITS  
(9 DUPLEX BUILDINGS)  
AND ONE SMALL SHOP  
44960 WEST EDWARDS CIRCLE  
MARICOPA, AZ 85139**

**OWNER:**

**PINAL COUNTY HOUSING AND COMMUNITY  
DEVELOPMENT DEPARTMENT  
970 N. 11 MILE CORNER RD.  
CASA GRANDE, AZ 85194  
520-866-7218**

**September 17, 2015**

## SECTION 001

### SCOPE OF WORK

#### PART 1 - GENERAL

##### 1.01 PROJECT DESCRIPTION

- A. The technical specifications include the Work required for a project site consisting of a ten duplex (20 units) Public Housing Site owned by Pinal County and located in the 45,000 West block of Edwards Circle Maricopa, AZ. The project consists of eight (8) duplex buildings and one small shop building. One duplex building was recently reroofed due to fire damage so it is not included in this project.

##### 1.02 SCOPE OF WORK

- A. The work is for a complete shingle roof tear off down to the deck and re-roof of all units. Roofing shall be Architectural, laminated, multi-layered shingles. Existing dormer vents shall be eliminated and holes filled with matching 1x8 lumber material or ¾" cdx plywood. Any remaining electrical and plumbing penetrations from old evaporative coolers shall be terminated below roof line and covered over. All old electrical is abandoned and circuits are disconnected at the service panel.
- B. The roofing work also includes, but is not limited to, removal and replacement of roof vent flashing, roof deck repairs where required, installation of new nailable, rolled, ridge vent cap with ridge cap shingles, roof vents, new metal drip edge, and miscellaneous other work specified, or required for a complete and weathertight installation. Any other broken planks shall be replaced with similar lumber. Larger holes can be replaced with ¾" cdx, 5 ply, plywood. Quantities used shall be tracked per roof.

#### PART 2 – PRODUCTS

- 1.01 See plans and attached Specifications.

#### PART 3 – EXECUTION

- 1.01 See plans and attached Specifications.

END OF SECTION

SECTION 002

## SHINGLE ROOF REPLACEMENT

### PART 1 GENERAL

#### 1.02 DESCRIPTION:

- A. The work of this section includes tear off of the existing asphalt roofing shingles and installation of new shingle roofing for the 8 duplexes and one small shop building. Also included, but not limited to, is replacement of existing vent caps and metal drip edge as specified herein and necessary to the shingle manufacturers' installations for warranty coverage.

#### 1.03 SCOPE OF WORK

- A. Provide labor, material and accessories in conformance to specifications to install new 30-year warranty asphalt shingles, and all associated flashings.
- B. Work included: Provide all labor, material and equipment to remove existing roofing and clean deck. Remove and dispose of existing plumbing flashing, T top flashing, electrical flashing (not service entrance). Install one layer of #15 ASTM rated underlayment over exposed decking. Install a **24 gauge style "D"** roof edging on all open edges, the metal edging will be installed under the #15 felt on the eaves and over rake edges. Install new flashing on all projections with the exception of the air conditioning duct work and electrical drop lines unless stated.
- C. Approximate roof sizes for the total units are as follows: Total Pitched Roof Area 230 squares (23,000<sup>2</sup> ft.)
- D. All measurements are approximate. It shall be the responsibility of the contractor to physically verify all measurements prior to bidding.
- E. Definition of install: Unless otherwise specified, install shall mean remove the existing item and haul away from the site and provide and install the specified item in a good and workman like manner.

#### 1.04 SUBMITTALS

- A. After Notice of Award is issued and before commencement of installation of materials and equipment, a complete list of all materials and equipment required for a complete roof system shall be submitted to the owners Representative for approval. List shall include manufacturer's literature, catalog cuts and product data concerning material description and recommended installation procedures before start of work.

- B. Submittals shall show compliance withstand ASTM and Federal Specifications, Underwriters Laboratories (UL) Standards.
- C. Also Submit manufacturers color charts showing range of colors available. The Owner shall select color. No consideration shall be given to partial lists submitted from time to time. Notice to Proceed shall not be issued until all submittals have been submitted and approved.

#### 1.05 Product Delivery, Storage and Handling

- A. Deliver materials with manufacturer's labels intact and legible and in sealed packages with Underwriters' Laboratories, Inc., labels. Comply with manufacturer's recommendations for job site storage, handling and protection: Do not stack shingle bundles more than 4 feet high. Store roll roofing on ends and shingles on a raised platform off ground. Provide adequate protection from the weather. Manufacturer's wrapping is a raised platform off ground. Provide adequate protection from the weather. Manufacturer's wrapping is not considered adequate protection. Cover materials with tarpaulins, vented to provide free air circulation.

#### 1.06 Job Conditions

- A. Do not install underlayment of shingles on wet surfaces or during extreme windy conditions. Do not apply when ambient temperature is below 40 degrees Fahrenheit.

#### 1.07 Warranty

- A. Shingle shall be TAMKO Heritage 30 Shingle or approved equal. Other products shall be TAMKO 10" shingle starter, hip & ridge and felt. Dimensional style shingles using high wind nailing pattern. (Six) 6 nails per full shingles. 100% coverage against manufacturer material defects (including labor and material) for a 15 year Full Start Warranty. Must be a complete tear off. 130 MPH wind warranty (must be applied in accordance with TAMKO's High Wind Application instructions).  
Must have an evaluation report to show code compliance.  
Must be Florida Building Code approved.  
Must be Miami-Dade County approved

## **PART 2 PRODUCTS**

#### 2.01 **Manufacturers**

General: The Contractor shall use Tamko (or equal) roofing materials accordingly as specified in the attached manufacturers specifications.

## 2.02 Asphalt Shingles

- B. Asphalt shingles shall be asphalt impregnated fiberglass or organic with mineral granule surface, approximately 36 inches long x 12 inches wide x 5 inches exposure (metric size shingles are acceptable); meeting Class A Fire Rating UL 790/ASTM E 108, Class A Wind Resistance ASTM D 3161, Type I, Class F (110 mph) ASTM D 3462 UL 2390/ASTM D 6381, Class H (150 mph) ASTM D 7158, Class H (150 mph) Shingles shall be self-sealing, with a minimum 30-year warranty. In addition to meeting the above ASTM Standards, the Contractor shall submit sample of 30-year warranty roof shingle and available colors for approval before start of work as specified at 1.02 Submittals.
  
- B. The Contractor shall supply manufactured Fiberglass Asphalt Ridge Cap Shingles and universal precut starter shingles from the same manufacturer as shingles and meet the same standards and requirements as the asphalt shingles. One manufacturer shall produce the Ridge Cap Shingles and Precut Starter Shingles and Rolled Ridge Vent. Shingles, Starter Shingles, Ridge Cap Shingles, and Rolled Ridge Vent shall be submitted for approval.

## 2.03 Asphalt Shingle Underlayment

- A. A premium quality No. 15 organic asphalt-saturated non-perforated roofing felt, Type 1 or II, meeting ASTM D226. Submit for approval a 6"x8" physical sample. The No. 15 organic asphalt-saturated non-perforated roofing felt and shingles shall be from the same manufacture.

## 2.04 Fasteners

Nails shall be hot-dip galvanized steel or aluminum, 12 gauge, sharp pointed conventional roofing nails with barbed shank, minimum 3/8-inch diameter head or sufficient length to penetrate completely through the APA rated plywood sheathing or other decking materials.

## 2.05 Asphalt Plastic Cement

Shall be "asbestos free" fibrated bituminous plastic cement conforming to ASTM 0 4586-86, Specification D 312, type1, Specification 0449, designated for trowel applications.

## 2.06 Metal Drip Edge

24 Gauge Style "D" Type L 4X2

## 2.07 Ridge Vent

Roll ridge vent gun-able such as Tamko roll-vent ridge-vent

## **PART 3 EXECUTION**

### **1. Roof Removal**

- A. Closely coordinate roof tear-off and reroofing operations, so that new shingles are installed immediately after the No. 15 felt or utility underlayment is laid on each building. All underlayment that is damaged by high winds or rain shall be replaced at no additional cost. The Contractor is responsible for damages to building, its contents and interior.
- B. The Contractor is responsible for the removal and disposal of all debris associated with the roof removal in an approved manner.

### **2. Contractor Inspection**

- A. The Contractor shall assure that the surfaces to which shingles and underlayment are to be applied are uniform, smooth (not warped), structurally sound, clean, dry and free of irregularities. The Contractor shall re nail all loose wood decking and cover knotholes or other minor voids in substrate with 22-gauge sheet metal secured with non-corrosive roofing nails.
- B. Report any damaged roof decking, fascia board, or structural member(s) to the Owners Representative. Damaged decking, fascia board, or structural member(s) shall be repaired or replaced before proceeding with reroofing. New plywood decking shall be installed with 1/8-inch space along all edges to allow for expansion or the Contractor may use 'H' clips. If fascia board or sub-fascia board is in bad condition, at the approval of the Owners Representative, replace with new lumber under the Alternate Bid Schedule.
- C. The Contractor shall verify that the installation of metal flashings and plumbing vents have been completed, and venting stacks for gas appliances have been reinstalled and are securely fastened against movement.
- D. The Contractor shall remove and replace with new roof jacks and metal flashings as follows: All kitchen exhaust vents (bathroom exhaust vents where applicable), flashings for galvanized and wrought-iron soil and waste vents, and all gas appliance roof jacks and storm collars.
- E. The Contractor shall not install roofing materials until unsatisfactory conditions have been corrected and approved by the Owners Representative.

### 3. **Application**

**General:** The following application procedures are provided as an industry standard. Individual asphalt roofing materials manufacturers may have specific instructions for their products. Thus, before roof system application begins, review all instructions contained on the products packaging. Whenever metric shingles are submitted and approved, check the packaging carefully for specific application instructions or consult the individual manufacturer. Provide copies of manufactures installation instructions.

#### A. **Installing Underlayment**

1. Nail metal drip edge along the bottom edge (eaves) as specified before underlayment is laid and to the sides (rakes) after the underlayment is laid. Nails shall be spaced a maximum of 10-inches apart along its inner edge. Overlap metal drip edges a minimum of 2-inches. Cut and fit metal edge strip around each corner of the roof such that there is not a visible hole at top of metal drip edge.
2. Number 15 Asphalt Saturated Felt: Over a clean dry wood deck, lay one layer of felt parallel to the eaves over entire roof area lapping each sheet over the proceeding sheet a minimum of 2-inches and 4-inches minimum at end laps.
3. Lap No. 15 felt or underlayment 6-inches both sides over hips and ridges.
4. Secure No. 15 felt underlayment to deck with sufficient fasteners to hold in place until shingles are applied. Replace torn or damaged felt before new shingles are applied.

#### B. **Starter Strip**

1. Use manufactured universal precut starter shingles similar to TAMKO's shingle starter. Install flush with lip of metal drip edge. Factory starter shingles ensure proper alignment of shingle courses, and is factory cut, and come with factory sealant strip. Comply with manufacture's installations.
2. Fasten shingles in a pattern, with a 5-inch weather exposure, and use six fasteners per shingle (high wind nailing pattern) as specified by manufacturer. See subparagraph below, Nailing of Shingles. See detailed attached. (Exhibit "C").

- B. Chalk Lines: Snap chalk lines to guide application and maintain level lines. The Contractor shall ensure straight coursing of shingles. Using chalk lines may not be necessary with factory starter shingles.
- C. Nailing of Shingles: High wind nailing pattern shall be used (6 nails per shingle). An example is provided but you must use the manufacturer's specification. Nails shall be long enough to penetrate through plywood decks. The Contractor shall replace at no additional cost to the Owner any shingles that blow off buildings due to improper nailing.
- F. Flashing at Plumbing Vent Pipes and Electrical Service Mast.
1. Apply shingles up to plumbing vent pipe and cut hole in next shingle to go over pipe. Do not apply plastic cement on shingle surface around pipe (visible).
  2. Rest of shingles are then cut around pipe and all are set in plastic cement.
- G. Ridge Vent
1. Install a nail gun-able rolled ridge vent similar to Tamko Roll Vent- Ridge Vent.
- H. Roof or Hip Ridges.
1. Use factory made Hip and Ridge shingles, 12" x 12' with 5-inch exposure. Install in accordance with manufactures installation instructions. Longer roofing nails are required to secure hip and ridge shingles.
  2. Ridge shingles shall not be applied during cold weather conditions or during chilly temperatures. However, if the Contractor must dry-in a roof, before application, he shall warm shingles until flexible to prevent cracking.
  3. Determine direction of prevailing wind at each project location, and start on end of ridge opposite prevailing wind. Expose 5-inches using two nails each, 4-1/2-inches from the exposed butt end and one inch from the side edges. Cut and fit asphalt shingles at ridges to provide maximum weather protection. Provide same weather exposure ridges as specified for roof. Important, lap shingles at ridges to shed water away from direction of prevailing wind. Fasteners at ridges shall be of sufficient length to adequately penetrate sheathing as specified.
  4. Do not leave nails heads exposed. Dab exposed nail heads with plastic

Cement and embedded granules in the cement. Remove from roof all construction debris. Do not leave unused nails lying on new roof surface or around project buildings.

5. Replace any damaged materials installed under this section with new materials meeting specified requirements and as approved by the Owner Representative.

#### I. Fascia Board

If, upon closer inspection, any fascia is found to be in need of replacement it shall be reported to the Project Coordinator for approval of replacement. All fascia are metal skinned and precaution should be taken not to damage during the course of the construction. Any missing or damaged fascia shall be reported before work is started to avoid fault to contractor.

### **PART 4 GENERAL**

#### 1.3 REFERENCES:

- A. ANSI/ASTM D41 – Asphalt Primer Used in Roofing, Damp proofing, and Waterproofing.
- B. ANSI/ASTM D95 – Standard Test Method for Water in Petroleum. Products and Bituminous Materials by Distillation.
- C. ANSI/ASTM D146 – Sampling and Testing of Bitumen – Saturated Felts. and Woven Fabrics for Roofing and Waterproofing.
- D. ANSI/ASTM D312 – Asphalt Used in Roofing.
- E. ANSI/ASTM D1204 – Test Method for Linear Dimensional Changes of Non-Rigid Thermoplastic Sheeting at Elevated Temperature.
- F. ANSI/ASTM D 2178 – Asphalt Impregnated Glass (Felt) Mat Used in Roofing and Waterproofing.
- G. ANSI/ASTM D2523 – Load Strain Properties of Roofing Membranes.
- H. ANSI/ASTM D4073 – Tensile-Tear Strength of Bituminous Roofing Membranes.
- I. ANSI/ASTM D4601 – Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.

- J. National Roofing Contractors Association (NRCA) – Roofing and Waterproofing Manual.
- K. NBSIR-86-3418 – Strain Energy of Bituminous Built-Up Membranes: An Alternative to the Tensile Strength Criterion.

## **PART 5 PRODUCTS**

### **2.7 ACCESSORIES:**

- A. Ridge vent: Nail gun able roll vent comparable to Tamko Roll Vent Ridge Vent.

## **PART 6 EXECUTION**

### **3.1 GENERAL:**

- A. Install in accordance with the approved roofing manufacturer's written specifications and recommended details.
- A. All components of the roofing system shall be dry when installed. All materials which become wet shall be removed before the end of the day.
- B. Install roofing system and all accessory items in strict accordance with the Roofing manufacturer's printed recommendations current at date of bidding documents. In the event that these specifications conflict with the manufacturer's printed recommendations, the manufacturer's recommendations take precedence.

### **3.2 EXAMINATION:**

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secured.
- C. Verify deck is clean and smooth, free of depressions, waves, or projections, and properly sloped.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof area solidly set, and cant strips, nailing strips, and ringlets are in place.

### 3.3 PREPARATION – WOOD DECK:

- A. Verify flatness, and confirm that joints meet APA maximum spacing recommendations.
- B. Confirm dry deck by moisture meter with 12 percent moisture maximum. (Installer's option)

### 3.5 FLASHING AND ACCESSORIES:

- A. Apply membrane base flashings to seal membrane to vertical elements. Extend a minimum of 6 inches onto field of roof surface and a minimum of 8 inches up vertical surface being flashed. Secure top edge at 8 inches on centers.
- B. Coordinate installation of roof drains, sumps, and related flashings.
- C. Seal all flashings and flanges of items penetrating membrane.

### 3.6 PENETRATIONS:

- A. Pipe penetrations are to be separated 18" from walls, curbs, units and from each other.
- B. Pipe penetrations should not be placed in waterways or crickets.
- C. Galvanized or aluminum jacks must be seamless or soldered with a minimum 4" flange.
- D. Flashing of the top of the jacks not flashed by the roofing contractor are not covered in the warranty.
- E. All flashing jacks must have a minimum 4" flanged base.

#### 3.6.1 FIELD QUALITY CONTROL:

- A. Field inspection shall be performed under provisions of Division 1.
- B. Correct identified defects or irregularities.

#### 3.6.2 CLEANING:

- A. In areas where adjacent finished surfaces are soiled by work of this

Section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.

- B. Repair or replace defaced or disfigured finishes caused by work of this Section.

### 3.7 PROTECTION:

- A. Protect building surfaces against damage from roofing work.
- B. Where traffic must continue over finished roof membrane, protect surfaces.

(END OF SECTION)

## CERTIFICATION OF INTENTIONS CONCERNING SUBCONTRACTING

**Project Title: Pinal County Housing Reroofing of 9 Duplex Buildings in Maricopa AZ.**

**Project No.: 175710**

At the time of the submission of Bids on this Project, my intention concerning subcontracting a portion of the Work is as indicated below.

It **IS NOT** my intention to subcontract a portion of the Work.

It **IS** my intention to subcontract a portion of the Work.

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Name of Firm

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

In compliance with the Instruction to Bidders, Bidder hereby submits for approval the following names of subcontractors and/or suppliers, subsuppliers and/or manufacturers who shall perform work or furnish material or equipment on the Project.

**Description of Work or  
Product and Percentage  
of Work**

**Subcontractor,  
(Sub)supplier or  
Manufacturer**

**Contractor's  
License No.**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

**CONTRACTOR IMMIGRATION CERTIFICATION**

**Project Title: Pinal County Public Housing Reroofing of 9 Duplex Buildings in Maricopa, AZ**

**Project No.: 175710**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and sub-contractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall certify that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

The Contractor hereby certifies that:

The Contractor and any subcontractors warrant their compliance with federal immigration laws and regulations that relate to their employees and their compliance with section 23-214, subsection A.

That a breach of a warranty under paragraph 1 shall be deemed a material breach of this contract that is subject to penalties up to and including termination of the contract.

That the County retains the legal right to inspect the papers of the Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name

DATED \_\_\_\_\_, 2016

**(Individual Acknowledgement)**

STATE OF ARIZONA        )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

**SUBSCRIBED AND SWORN** to before me, the undersigned Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_.

My Commission expires: \_\_\_\_\_ Notary Public

**(Partnership/corporate Acknowledgement)**

STATE OF ARIZONA        )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

**SUBSCRIBED AND SWORN** to before me, the undersigned Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ who acknowledged himself /herself to be \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_ partnership/corporation and being duly authorized to do so, executed the foregoing instrument on behalf of said entity.

My Commission expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_

(END OF SECTION)

**NONCOLLUSION AFFIDAVIT**

**Project Title: Pinal County Public Housing Reroofing of 9 Duplex Buildings in Maricopa, AZ**

**Project No.: 175710**

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says:

1. Affiant is \_\_\_\_\_ of \_\_\_\_\_.
2. Affiant has not directly, or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this project.
3. The prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
4. The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder or to any competitor.
5. No attempt has been made or shall be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
6. It is expressly understood that the foregoing statements, representations and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

DATED \_\_\_\_\_, 2016.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name

**(Individual Acknowledgment)**

**SUBSCRIBED AND SWORN** to before me, the undersigned Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2016 , by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**(Partnership/corporate Acknowledgment)**

**SUBSCRIBED AND SWORN** to before me, the undersigned Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2016 , by \_\_\_\_\_ who acknowledged himself/herself to be \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_ partnership/corporation and being duly authorized so to do, executed the foregoing instrument on behalf of said entity.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(END OF SECTION)

**AFFIDAVAIT OF SUSPENSION AND/OR DEBARMENT**

**Project Title: Pinal County Public Housing Reroofing of 9 Duplex Buildings in Maricopa, AZ**

**Project No.: 175710**

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says:

1. Affiant is \_\_\_\_\_ of \_\_\_\_\_.
2. Neither Affiant or any construction firm or entity of which Affiant was either directly or indirectly affiliated as an officer, director or owner has been either suspended or debarred or otherwise had their privileges to conduct business revoked at the time of the signing and submittal of this bid or at any time during the 3 years preceding the signing of this affidavit.

It is expressly understood that the foregoing statements, representations and promises are made as a condition to the right of the bidder to conduct work under any award made hereunder.

DATED \_\_\_\_\_, 2016.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name

**(Individual Acknowledgement)**

**SUBSCRIBED AND SWORN** to before me, the undersigned Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**(Partnership/corporate Acknowledgement)**

**SUBSCRIBED AND SWORN** to before me, the undersigned Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ who acknowledged himself/herself to be \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_ partnership/corporation and being duly authorized to do so, executed the foregoing instrument on behalf of said entity.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

(END OF SECTION)

## CONTRACT AGREEMENT

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between PINAL COUNTY, a political subdivision of the State of Arizona, hereinafter referred to as "Pinal" and \_\_\_\_\_ a(n) \_\_\_\_\_ (corporation/partnership/sole proprietorship), hereinafter referred to as "Contractor."

WHEREAS, Pinal has the authority to enter into this Contract under A.R.S. § 11-251; and

WHEREAS, bids have been received by Pinal and the Contract has been awarded to the above-named Contractor, and said Contractor is willing and able to perform said construction in accordance with this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

1. Contract Documents. The following list of instruments, drawings and documents, which are attached hereto, are incorporated herein by reference, and taken together with this instruction, constitutes the Contract between the parties hereto. Any reference to "Contract" or "Contract Documents" means this instrument and the documents listed below:

- |  |   |
|--|---|
| a. Invitation for Bids   | i. Noncollusion Affidavit   |
| b. Instructions to Bidders                                     | j. All addenda issued prior to date for receipt of bids set forth in the Invitation for bids      |
| c. Bid form  | k. U.S. Department of Labor wage rate decision number AZ Publication Date AZ150010 08/7/2015 AZ10 |
| d. General Provisions  | l. General Conditions for small construction/development contracts HUD 5370 (1/2014)              |
| e. Special Provisions and specifications                       |   |
| f. Technical Provisions and Specifications, including Schedule |   |
| g. Mechanical Specifications                                   |   |
| h. Certification of Intentions Concerning Subcontracting       |   |

2. Scope of Work ("Work"). Contractor shall fully perform the Scope of Work as set forth in The Contract Documents.

3. Commencement and Completion Dates. Contractor agrees to commence work within ten (10) calendar days from the issuance of the written Notice to Proceed, and agrees to fully complete said work within sixty (60) calendar days from the issuance date of the written Notice to Proceed. Pinal assumes no liability for work performed or costs incurred on the Project prior to the commencement date or subsequent to the contract completion date or the termination of this

Contract. Extensions of time allowed for completing the Work on the Project may be granted under appropriate circumstances

4. Compensation/Contract Price. Pinal agrees to pay Contractor for work actually performed by contractors based on the unit of prices set fourth in the bid schedule and contractors agrees to accept such amounts for work actually performed in amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_).

5. Installment/Progress Payments. Pinal may pay Contractor in installments based upon periodic invoices and progress reports and a final invoice and report upon completion of Work submitted by Contractor. The invoices and progress reports shall show percentage of Work completed under this Contract. It is understood and agreed, however, that payment to Contractor of installment payments shall not be construed as a waiver by Pinal of any of its rights herein or of any claim Pinal may have against Contractor under this Contract. Periodic invoices and progress reports submitted by Contractor require verification by Engineer and approval by Pinal. Installment payments shall be made no later than fifteen (15) days after Pinal's approval.

6. Retention. Pinal shall retain ten percent (10%) of the compensation billed periodically by Contractor as shown on each periodic invoice and progress report. After the contract is fifty percent complete no more than (5%) of the amount of any subsequent progress payments made under the contract may be retained provided the contractor is making satisfactory progress on the project.

7. Final Payment. Final payment, including retentions, shall be made within thirty (30) days after receipt of final invoice from Contractor, conditioned upon the following:

7.1 Contractor's compliance with all the terms of the Contract;

7.2 Contractor having satisfactorily completed the Scope of Work described in the "Invitation For Bids" according to the standards, specifications and plans and within the time periods required under this Contract;

7.3 The Work, including materials, being approved by the County Engineer and accepted by Pinal, with such approval and acceptance by Pinal not being unreasonably withheld;

7.4 Contractor furnishing Pinal with notarized receipts and waivers of liens for all labor, materials and supplies from all subcontractors, material suppliers and any and all persons holding claims against the Work as set forth in the paragraph entitled "Liens" in the General Provisions of the Contract Documents.

8. No Third Party Benefit. Nothing in this Contract shall be construed to give any person other than Pinal and Contractor any legal or equitable right, remedy or claim under this Contract. This contract shall be held to be for the sole and exclusive benefit of Pinal and Contractor.

9. Headings. The headings for the paragraphs of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs nor in

any way affect this Contract.

10. Governing Law. The validity, interpretation, performance and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

11. Venue. Notwithstanding A.R.S. § 12-408, venue for any suit or action arising under this Contract shall be commenced and remain in the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona, but only after exhausting all possible administrative remedies. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.

12. Severability. The parts, terms and provisions of this Contract, consisting of the Contract Documents as defined under the definitions of General Provisions and Specifications, shall be deemed severable and should any part, term or provision of this Contract be declared or be determined by a Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall not be deemed a part of this Contract, notwithstanding any other provision of this Contract to the contrary.

13. Successors and Assigns. The Contractor and all successors, executors, administrators and assigns of Contractor's interest in the Work or the compensation herein provided shall be bound to Pinal to the full legal extent to which Contractor is bound with respect to each of the covenants of this Contract.

14. Authorization. Signor executing this Contract on behalf of Contractor represents and warrants that said signor is duly authorized to execute and deliver this Contract on behalf of Contractor and this Contract is binding upon said Contractor.

15. Entire Contract. This Contract contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, inducements and conditions, express or implied, oral or written, except as herein contained and no statement, promise or inducement made by either party or the agent of either party that is not contained in this written Contract shall be valid or binding. All the amendments and modifications to this Contract shall be in writing signed by both parties to this Contract.

16. Cancellation of Contract. This Contract is subject to cancellation by Pinal without further penalty or further obligation as provided by A.R.S. § 38-511.

17. Contractor's Execution. Execution of the Contract by Contractor is a representation that the Contract Documents enable Contractor to: (a) determine the cost of the Work; (b) perform the Work outlined therein; and (c) to fulfill all its obligations hereunder.

18. Effective Date. This Contract shall become effective and binding upon (a) the submission by Contractor and acceptance by Pinal of the necessary Contract Bonds; (b) the submission by Contractor and acceptance by Pinal of the Certificates of Insurance; and (c) upon the execution of this instrument by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein written.

By \_\_\_\_\_

\_\_\_\_\_ Title

(partnership/corporate acknowledgment)

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me, a notary public, this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ of \_\_\_\_\_, a(n) corporation, who being authorized to do so, executed the foregoing instrument on behalf of the corporation/partnership for the purposes stated therein.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

(individual acknowledgment)

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF )

The above instrument was subscribed and sworn to before me this day \_\_\_\_ of \_\_\_\_\_, 2016, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

PINAL COUNTY, a political subdivision of the State of Arizona

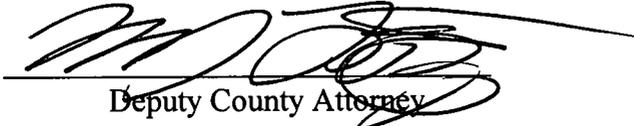
By: \_\_\_\_\_  
Chairwoman, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM

  
Deputy County Attorney

# General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 1/31/2017)

**Applicability.** The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$100,000.

## 1. Definitions

Terms used in this form are the same as defined in form HUD-5370

## 2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

## 3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

## 4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
  - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

## 5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

## 6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

## 7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

## 8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

#### 9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

#### 10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

#### 13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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 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

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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.

#### 14. Labor Standards - Davis-Bacon and Related Acts

##### (a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular 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 in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
    - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
    - (b) The classification is utilized in the area by the construction industry; and
    - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (ii) 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 shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee 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.
  - (iii) 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 of the Wage and Hour Division 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.
  - (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause 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.
- (3) 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.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

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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.

(b) **Withholding of Funds.** 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 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, 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.

(c) **Payrolls and Basic Records.**

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

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer 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 subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 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 1214-0149.)
- (ii) 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:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) 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; and
- (C) 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.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, 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, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, 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 OATELS 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 in this paragraph, 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 journeyman 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 of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.

- (e) 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 in 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 in 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 in the wage determination for the classification of 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 in 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.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) 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.
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause 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 the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) 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 contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

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contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(l) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) **Non-Federal Prevailing Wage Rates.** Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

General Decision Number: AZ150010 08/07/2015 AZ10

Superseded General Decision Number: AZ20140010

State: Arizona

Construction Type: Residential

County: Pinal County in Arizona.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	06/12/2015
2	08/07/2015

BRAZ0003-007 07/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 16.44	6.31

ENGI0428-005 06/01/2015

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Grader/Blade).....	\$ 26.44	9.55

\* IRON0075-008 08/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.00	21.77

PLAS0394-006 07/01/2013

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 22.84	8.57

SUAZ2011-003 07/28/2011

	Rates	Fringes
ALARM INSTALLER, Includes Wiring and Installation.....	\$ 13.91	0.00
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 18.16	0.00
DRYWALL HANGER.....	\$ 15.00	0.58
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms.....	\$ 15.45	0.01
FORM WORKER.....	\$ 14.37	0.00
GLAZIER.....	\$ 13.45	0.00
HVAC MECHANIC (Installation of HVAC Duct).....	\$ 14.13	0.00
LABORER: Common or General.....	\$ 10.18	0.00
LABORER: Grade Checker.....	\$ 16.83	0.45
LABORER: Mason Tender - Brick...	\$ 12.77	0.00
LABORER: Mason Tender - Cement/Concrete/Stone.....	\$ 11.00	0.00
LABORER: Pipelayer.....	\$ 13.00	0.00
OPERATOR: Backhoe.....	\$ 18.29	0.00
OPERATOR: Excavator.....	\$ 24.67	0.00
OPERATOR: Forklift.....	\$ 16.17	0.00
OPERATOR: Loader (Front End)....	\$ 15.00	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 20.75	0.00
OPERATOR: Roller.....	\$ 16.24	1.42
OPERATOR: Scraper.....	\$ 19.20	1.52
OPERATOR: Tractor.....	\$ 22.63	0.00
PAINTER: Brush, Roller and Spray, Excludes Drywall Finishing/Taping.....	\$ 12.89	0.00
PLUMBER.....	\$ 20.14	4.08
ROOFER.....	\$ 13.67	0.00

SPRINKLER FITTER (Fire Sprinklers).....	\$ 17.73	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.02	0.00
TRUCK DRIVER: Water Truck.....	\$ 14.50	0.00

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

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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)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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