

HUACHUCA CITY PARK IMPROVEMENTS

**COMMUNITY DEVELOPMENT BLOCK GRANT
CONTRACT No. 126-21**



**HUACHUCA CITY
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616
BIDS DUE 3 P.M JUNE 2, 2022**



**HUACHUCA CITY
PARKS IMPROVEMENTS
CDBG #126-21
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HUACHUCA CITY INVITATION TO BID PARKS IMPROVEMENTS PROJECT (CDBG #126-21)

Huachuca City hereinafter referred to as the Town, through a Community Development Block Grant (CDBG) from the State of Arizona Department of Housing (ADOH) will accept bids from qualified firms or individuals with the appropriate license as registered with the Arizona Registrar of Contractors to perform the following services:

Project Description

This project is for improvements to Leffingwell Park and, as an alternate, to Keeline Park as follows: Leffingwell Park-relocate fencing on north side of Skate Park/Tennis/Basketball Court; remove existing concrete pipes and slide; clean, grade, and prep AC path around park; clean and prep concrete pads under existing and relocated ramandas; clean and prep area of playground, sidewalk, swings, and monkey bars; rip and prep turf area; install electrical; install sod; install water fountains, grills, bike rack, garbage can, and sign; concrete surface rehab; and replace fixtures in restrooms. Keeline Park (alternate)-repair and replace existing irrigation system; hydroseed Keeline Park Athletic Field; and install new shade structure over bleachers.

Objective/Scope of Work

The contractor shall furnish all materials, labor, equipment, services, transportation and perform all the work for the Town's project known as Parks Improvements Project as called for in the plans/specifications. The proposer should prepare a detailed time schedule for completion. This is a Federally-funded project, and the successful proposer will be required to lend all possible assistance in the preparation, investigation and documentation necessary for compliance with all applicable federal Labor Standards/Davis-Bacon and other requirements of ADOH. The successful proposer should be prepared to comply with all local, state and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include 2 CFR 200, Executive Orders and the Arizona Administrative Code.

Bids

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

Sealed bids will be received in the office of the Town Clerk, 500 N. Gonzales Blvd., Huachuca City, AZ 85616, until 3 p.m., on June 2, 2022 at which time all bids received will be opened and the amount of the total bid read aloud. Failure of the proposer to complete all of the bid documents may result in rejection of the Bid. All bids should be identified as "Sealed Bids – Parks Improvements, CDBG #126-21."

Copies of the contract documents in electronic format may be obtained at the website of Huachuca City, www.huachucacityaz.gov . Bidders are responsible for monitoring the website referenced above for notifications of changes and addenda related to this project.

For correspondence, questions and/or clarifications of the bidding procedure and clarifications; correspondence and/or questions concerning the plans or specs; and for additional information on plan and spec review locations and how to obtain plans and specifications, please contact: Brandye Thorpe, Town Clerk, at 520-456-1354, or by email at bthorpe2huachucacityaz.gov by May 25, 2022.

A bid security in the form of a certified check, cashier's check, or bid bond in the amount of five percent (5%) of the bid shall accompany each bid. Bonding companies issuing acceptable bonds in conjunction with this project must hold a certification of authority to transact surety business in Arizona as issued by the Director of the Department of Insurance. All bid security shall be made payable, without condition, to Huachuca City. Said bid security shall be considered liquidated damages and shall be forfeited to Huachuca City in the event the bid is accepted and the successful bidder fails to execute the contract and furnish the required bonds within ten (10) working days after the notice of bid award.

The Town will conduct a Voluntary pre-bid conference and site inspection on Tuesday, May 17, 2022. Interested bidders should meet at Town Hall which is accessible to persons with disabilities. Individuals with special accessibility needs may contact the Town Clerk, at (520) 456-1354 at least seventy-two (72) hours prior to the meeting.

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

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

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

Huachuca City is an Affirmative Action/Equal Opportunity Employer.

Instructions to Bidders

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

1. Submit Bid Security (Bond or Certified Check)
2. Submit Bid Proposal Form
3. Submit Bid Schedule
4. Utilizing the form provided, identify sub-contractors and material suppliers known when bid is submitted.
5. Utilizing the form provided, submit the LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements. This form is to be signed by the owner or corporate officer of the bidder.
6. Utilizing the form provided, submit the Certifications. This form is to be signed by the owner or corporate officer of the bidder.

Bid Security, Performance Bond and Payment Bond

The bid guarantee shall be in the form of a certified or cashier's check, upon a solvent bank or a surety bond for five (5%) percent of the amount of the bid.

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

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

Insurance

The contractor shall purchase and maintain during the contract time insurance as listed in the contract, including Protective Bodily Injury, Personal Property and Automobile Bodily Injury and Property Damage. The contractor will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to Huachuca City.

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

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

Award of the Contract

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

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

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

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

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

Protest Procedure

Bid protests shall be submitted in writing to: Suzanne Harvey, Town Manager, 500 N. Gonzales Blvd., Huachuca City, AZ 85616 within seventy-two (72) hours of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative and evidence of authority to sign; a detailed

statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, ADOH, or others, the City will respond to the protest. Huachuca City reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

PROPOSAL CHECK LIST

- ☐ Bid Proposal Form
- ☐ Bid Schedule
- ☐ Bid Bond, Certified Check or Cashier's Check
- ☐ Sub-contractor and Material Suppliers List
- ☐ LS-2 – Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- ☐ Certifications

BID PROPOSAL
Huachuca City
Parks Improvements Project - CDBG #126-21

THIS BID IS SUBMITTED TO:

Huachuca City
500 N. Gonzales Blvd.
Huachuca City, Arizona 85616
Attn: Suzanne Harvey, Town Manager

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Huachuca City in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and with the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Huachuca City. Bidder will sign and submit the contract with the bonds and other documents required by the bidding requirements within ten (10) days after the date of Notice of Award.

3.01 In submitting this Bid, Bidder represents, as set forth in the Contract, that:

1. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.

Addendum Date.

3. Bidder has visited the Site and become familiar with and is satisfied as to the general and local site conditions that may affect cost, progress, and performance of the Work.
4. Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress and performance of the Work.
5. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface

and underground facilities) at or contiguous to the Site or otherwise that may affect cost, progress and performance of the Work or that relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

7. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) specified within the Bid and within the times, and in accordance with the other terms and conditions of the Bidding Documents.
8. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
9. Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
10. The Bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
11. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Huachuca City.
12. Bidder will complete the Work in accordance with the Contract Documents for the following price(s): _____.

Parks Improvements Project

TOTAL BID AMOUNT \$ _____
(Figure)

_____ dollars
(Use words)

It is the CONTRACTOR's responsibility to verify all quantities required for this Bid. If the Owner decides to decrease or increase the scope of the project, the unit prices indicated on the Bid Schedule will be used to adjust the price. Therefore, it is the CONTRACTOR's responsibility to ensure that unit prices include all aspects of the work including, but not limited to, fees, permits, labor, materials, equipment, and restoration.

Those bid items specifically identified as unit price items will be paid on a basis as determined by the OWNER and CONTRACTOR during construction.

SECTION 6 BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
9250001	Construction Survey and Layout	LS	1		
	Mobilization	LS	1		
1	Concrete Surface Rehab (Skate Park, Basketball Court and Tennis Court)	LS	1		
2	Irrigation System	LS	1		
3	Sod	SF	67,893		
4	Asphalt Path (2" AC on 3" AB)	SF	9,921		
5	Playground Equipment	LS	1		
6	Playground Fiber Wood Chips (w/ excavation, filter fabric and gravel base)	SF	1,500		
7	New Bathroom fixtures	LS	1		
	Bid Alternates for Leffingwell Park				
8	Relocate existing Ramada (20'x20') including concrete slab	LS	1		
9	Electric stubs at each ramada	LS	1		
10	Concrete Slabs under Ramadas	EA	10		
11	Concrete Sidewalk	SF	480		
12	Relocate swings and monkey bars	LS	1		
13	New 6-ft Picnic Tables	EA	11		

14	New Drinking Fountains	EA	2		
15	New Bike Rack	EA	1		
16	New Grills	EA	2		
17	New Trash Receptacle	EA	2		
18	Park Monument Sign	LS	1		
19	Chain Link Fencing	LS	1		
20	Remove existing equipment	LS	1		
21	Remove existing vegetation and concrete	LS	1		
	Bid Alternates for Keeline Park				
22	FORCE ACCOUNT (Repair or Replace Existing Irrigation System)	FA	1	15,000.00	15,000.00
23	New Grass Seed	LS	1		
24	New Shade Structure over Bleachers	EA	1		
25	New Drinking Fountains	EA	1		
26	New 6-ft Picnic Tables	EA	2		

Final Base Bid

Important Dates

Advertise bids: May 6, 2022 and May 13, 2022

Bids due: June 2, 2022

Evaluate bids and select contractor: June 15, 2022

Contract award: June 30, 2022

Notice to proceed: July 6, 2022

All work completed by: November 2, 2022

CONTRACT SPECIAL PROVISIONS

**INCLUDING
GENERAL PROVISIONS,
SPECIAL PROVISIONS
AND
SPECIFICATIONS**

**PROVIDED
FOR
TOWN OF HUACHUCA CITY**

**TOWN OF HUACHUCA CITY PARK IMPROVEMENTS
PROJECT NO. 126-21**

**Prepared by:
EPS Group**

SPECIAL PROVISIONS

PART 1

DIVISION 100

GENERAL PROVISIONS

PROVIDED BY THE TOWN OF HUACHUCA CITY

FOR

TOWN OF HUACHUCA CITY PARK IMPROVEMENTS
PROJECT NO. 126-21

All as provided in Division 100 of the MAG Standard Specifications for Public Works Construction, 2021 Edition, except as otherwise provided hereinafter.

SPECIAL PROVISIONS

Part 1

DIVISION 100

GENERAL PROVISIONS

GENERAL NOTES

1. Project Location

The project is located in a portion of Section 05, Township 21 South, Range 20 East of the Gila and Salt River Base and Meridian within Cochise County, Arizona. The work is entirely within the jurisdictional limits of the Town of Huachuca City.

2. Project Limits

The Contractor shall perform all work within the public right-of-way, legally obtained easements, and property legally acquired by the Town of Huachuca City. The Contractor shall assume all responsibility and liability for any encroachment upon private property. The use of private property for construction yards will be allowed only if zoning requirements permit its use for this purpose and if the Contractor has provided the Town of Huachuca City with proof of a fully executed agreement with the property owner to occupy and utilize said property.

3. Scope of Work

The work under this contract shall consist of furnishing all labor, equipment, and materials required to install Leffingwell Park improvements including:

1. Relocate Fencing on north side of Skate Park/Tennis/Basketball Court
2. Remove existing concrete pipes and slide
3. Clear, Grade and Prep AC Path around park (install sleeves for irrigation and electric)
 - a. Install ABC and AC around park for new path
4. Clear and Prep Concrete Pads under existing and relocated ramadas
 - a. Pour Concrete Pads under ramadas
 - b. Install Picnic Tables, Grills (2 each)
 - c. Install Ramadas (existing and relocated)
5. Clear and Prep area for Playground, Sidewalk, Swings and Monkey Bars
 - a. Pour Concrete sidewalk and border around playground
 - b. Install Play Structure, Swings and Monkey Bars
6. Rip and Prep Turf Area
7. Install electrical
8. Install Sod
9. Install Water Fountains, Grills, Bike Rack, Garbage Can and Sign

10. Concrete Surface Rehab

- a. Clean Cracks of vegetation and dirt
- b. Clean and Prep concrete
- c. Fill Cracks

11. Replace Stainless Steel Fixtures in Bathroom

- a. Toilet (3 each)
- b. Urinal (1 each)
- c. Sink (2 each)
- d. Partitions/Doors (3 each)

12. Repair or Replace Existing Irrigation System (Keeline Park)

13. Hydroseed Keeline Park Athletic Field

14. New Shade Structure over Bleachers at Keeline Park

The work includes, but is not limited to, salvage, demolition, disposal, excavation, backfill, site restoration, traffic control, quality control, and other related incidental work as shown on the associated plans.

The work shall include completely and lawfully investigating, locating, documenting, and avoiding any existing underground facilities and utilities and aboveground site improvements that may interfere with the construction and/or installation of the designed improvements. In regard to those respective utility companies whose underground and/or aboveground facilities are present within the vicinity of the project, the Contractor is obligated to comply with all responsibilities and standards for notification of construction, excavation, protection, installation, and the like. In the event the Contractor causes damage to existing underground or aboveground utility systems, site improvements, appurtenances, and appliances, the Contractor, at its own expense, shall mitigate the effects of such damage and make necessary repairs to the affected facilities and property equal to or better than existed prior to the start of the work.

4. Contract Time

All construction work specified by the contract documents shall be completed and accepted within one hundred twenty days (120) calendar days after the issuance of the Notice to Proceed. The start of work is negotiable; however, once it is started the Contractor shall diligently prosecute the same, day to day thereafter, to achieve the completion of the project in a timely manner. Time extensions to the contract as a consequence of inclement weather will only be considered in regard to events that exceed 0.5" (half inch) of liquid precipitation in a continuous 24 hour period, and affect a controlling item on the Contractor's accepted critical path schedule, at no fault of the Contractor. No extra or premium payment will be made for overtime or multiple shift work. All overtime and multiple shift work shall be performed by the Contractor as part of his obligation under the Contract and as such shall be included in the prices named on the bid schedule.

5. Permits

Before undertaking work at any location covered by this project, the Contractor shall obtain all applicable permits, including but not limited to: air quality permits, water quality permits, street closure permits, and permits for excavation/construction in public rights-of-way, temporary use permits, and building permits from the Town of Huachuca City, or Cochise County, whichever agency has jurisdiction over the area where the work is located. The Contractor is responsible for paying all applicable fees, taxes, and other costs for all work performed on this project and for obtaining permits.

Fees will not be collected on those needed permits obtained from the Town of Huachuca City for Town-owned projects except a fire-hydrant permit as the case may be.

6. Traffic Control

The Contractor shall maintain and keep open at least one lane of travel during construction work hours and not restrict any travel lanes outside of work hours.

The Contractor shall submit to the Town, prior to any construction, an approved traffic control plan detailing traffic flows and ingress egress locations for all phases of the work. The Contractor shall be responsible for all construction zone traffic control. Bicycle access within the roadway, school bus, and emergency vehicle access will be maintained at all times.

It is the Contractor's responsibility to maintain reasonable access and services to business, recreational, or residential areas. It is essential that the Contractor minimize the impact of the work on businesses that are located in the vicinity of the project. The Contractor shall provide relevant information to the Town of Huachuca City to enable timely and regular communication with area businesses about the status of the project and potential access restrictions from the public right-of-way and the issuance of weekly construction updates and traffic notices to the general public.

7. Worker Safety

A project safety plan is required. The plan is to be prepared and implemented by the Contractor in conformance to all applicable Occupational Safety and Health Act standards.

8. Protection of the Work

The Contractor shall guard and protect the work at all times from such potentialities as inclement weather, traffic accidents, and vandalism. In the event of flooding caused by inclement weather or other incidents, the Contractor will be responsible to immediately dewater the project or affected portions thereof.

9. Shoring and Bracing

There will be no separate payment for shoring and bracing, unless shown in the bid schedule.

10. Survey

The Contractor shall be responsible for providing qualified construction survey and layout per Section 925 of the Special Provisions and in strict conformance to the lines and grades indicated in the construction documents.

The Town may hire a third party surveyor to provide quality assurance to the Town.

11. Material Testing and Quality Control

The Contractor shall be directly responsible for first line material testing and quality control inspections performed by workmen, foremen, supervisors, engineers, and independent consultants or technical services retained by the Contractor in correspondence to the requirements of the Project; and to provide timely and adequate documentation to the Town of Huachuca City demonstrating conformance with the standards for type and frequency as set forth in the MAG Standard Specifications for Public Works Construction, 2021 Edition and all other applicable codes, standards, specifications, and contract documents.

The Town may independently provide and pay for selective testing and inspection for quality assurance as part of these provisions and contract documents herein. In correspondence to the progress of the Work and in regard to the Town's independent quality assurance program, the Contractor shall inform the Construction Manager of upcoming construction activities designated by the Town for quality assurance testing a minimum of twenty four (24) hours (one (1) working day) in advance of the need for testing. The Contractor is hereby advised that the Town will only pay for one (1) quality assurance test. Necessary retests because of failures shall be paid for by the Contractor. The Town will not pay for the acceptable test(s) following a failed test.

12. Quantities

Quantities, as provided in the bid schedule, are estimated based on the work as specified on the plans and in the contract documents. The Contractor is advised that the final quantities of bid items constructed, installed, applied, and/or supplied may differ from those provided in the bid schedule. Appropriate action, in accordance with the requirements of the standard specifications, will be applied accordingly.

13. Construction Observation/Inspection

Construction observation/inspection by personnel of the Town of Huachuca City or the Town's representative, acting as the Town's agent, of the work as called for on the project plans or in the contract documents shall not, in any way, relieve the Contractor and/or its Subcontractor(s) of their obligation to perform the work in compliance with the requirements of the contract documents, plans, specifications, Town codes, and any other applicable regulation(s) pertaining and associated thereto.

14. Stormwater/Groundwater Management

It is the Contractor's responsibility to allow for any subsurface groundwater and stormwater runoff at the time of project construction. The Contractor shall not divert or impound water in such a manner as to flood adjacent homes, businesses, facilities, or roadways. No measurement, direct payment, or additional compensation shall be provided for dewatering or diversion structures required to construct or to protect the work.

15. Drainage

Drainage shall not be changed, altered, disturbed or obstructed without the express written permission of the Town Engineer. Patterns shall be restored to their pre-existing conditions prior to the project's acceptance.

16. Environmental Requirements

Any materials sources, storage areas, and construction yards required for this project outside of the project area shall be examined for environmental effects by the Contractor, prior to use, through a separate environmental analysis and cultural resource compliance in accordance with Cochise County, state, and federal requirements, unless the facility has already received prior clearance under local, state, and federal laws.

The Contractor shall ensure that construction equipment is maintained in good working order; intake silencers are used where appropriate; new equipment is subject to new product noise emission standards; stationary equipment is located as far away from noise sensitive receivers as possible; and construction activities adjacent to residential areas are limited to daylight hours to the maximum extent practicable. Overnight construction activities in these areas will be minimized, will require prior approval from the Town of Huachuca City, and will require notification of area businesses and residences.

17. Archaeological Features

In the event that human remains, including human skeletal remains, cremations, and/or ceremonial objects and funerary objects are found during excavation or construction in any part of the project area, ground disturbing activities must cease in the immediate vicinity of the discovery. Should artifacts or human remains be uncovered, the area will be taped off and further investigation by the Town of Huachuca City will follow. State laws ARS 41-865 and ARS 41-844 require that the Arizona State Museum (520-621-4795) be notified of the discovery by the Contractor so that cultural groups who claim cultural or religious affinity to them can make appropriate arrangements for the repatriation and reburial of the remains. The human remains will be removed from the site by a professional archaeologist pending consultation and review by the Arizona State Museum and the concerned cultural groups.

The work is subject to delay in that location pursuant to ARS 41-844 while an examination takes place.

18. Hazardous Materials

If suspected hazardous materials are encountered during construction, work shall cease at the location and the Town Engineer shall be contacted to arrange for proper assessment, treatment, or disposal of those materials. The area will be taped off, and further investigation and clean up by the Town of Huachuca City will follow. No adjustments will be made due to work shut down.

No chemical discharges will be allowed unless approved by the Town Engineer. Material Safety Data Sheets will be available on site for all chemicals used at the site. Contractor shall provide the Town of Huachuca City with a Spill Prevention Plan if chemicals will be used or stored at the site. Plan will be available at the site. All chemical containers will have secondary containment, have labels identifying the contents, and be kept closed except when in use.

19. Coordination with Utilities

In preparing its contract bid and project schedule, the Contractor shall consider the existence of utilities within the project limits and the extent of utility work to be performed. It will be the Contractor's responsibility, prior to bidding, to contact the appropriate utilities to obtain additional information such as as-built records, allowable construction time frames, and identification of areas where any existing utilities are to be protected, relocated, and/or upgraded.

The Contractor shall familiarize itself with the project hazards associated while working in the proximity of existing underground and overhead utilities and should take extra precautions, especially near the existing overhead electric lines.

The following utilities may have facilities in the project area:

Owner	Contact	Phone Number
• CenturyLink	David Ealy	(480) 298-3041
• COX Communications	Kristi Springer	(520) 991-6894
• Sulphur Springs Valley Electric	Mike Cook	(520) 508-0324
• Southwest Gas Corporation	Kandi Allred	(520) 452-4127
• Town of Huachuca City	Jim Halterman	(520) 249-5241

These names and contacts shall be verified by the contractor, and may or may not be accurate. It shall be the responsibility of the contractor to contact all utility companies (shown herein or not shown) in order for them to determine if there is a need for any bracing or shoring of power or telephone poles during the construction of this project. If bracing or shoring is necessary, the contractor shall accomplish this work to the satisfaction of the utility company.

No measurement or direct payment will be made for bracing or shoring.

The contractor shall take full responsibility of costs incurred due to damage to utilities as a result of grading or excavation operations. Utility locations shown on the Plans are approximate, and all utilities are not necessarily shown. The possibility of conflicts with existing utilities-in-service exists.

20. Contract Administration

Prior to submittal of contract administration documents, examples of which are listed below, the Contractor shall review all documentation for accuracy and compliance with the contract. Any variance from the plans and specifications shall be clearly noted and is subject to approval by the Town Engineer. A Contractor's transmittal letter shall accompany all submittals and shall include certification as to accuracy and compliance with the plans and specifications.

Contract administration submittals shall include, but are not limited to, the following examples: escrow agreements; subcontracts; purchase orders; certified payrolls for Contractor and subcontractors; force account billings; equal employment opportunity reports for Contractor and subcontractors; trainee preconstruction information; proof of apprenticeship; weekly individual training reports; rental equipment invoices; material invoices showing all unit prices; pay estimates; affidavit of certification of payments to disadvantaged business enterprise firms; requested lien releases; and consent from surety.

Monthly meetings may be scheduled with the Contractor at the discretion of the Town Engineer to discuss and resolve any problems associated with contract administration submittals. The monthly meetings shall be held at a location designated by the Town Engineer. Meetings shall continue on an accelerated basis after project construction completion until all contract administration issues are resolved.

Submittals that are not certified, or are incomplete, will be returned to the Contractor unprocessed for proper resubmittal and may result in payment delays, or partial payment, as deemed appropriate by the Town Engineer.

21. Weekly Project Meetings

The Contractor's Project Manager shall be required to hold a weekly project coordination meeting with members of the Town of Huachuca City as well as others as may be determined.

22. Work Hours/Noise Abatement Ordinance

Notwithstanding emergencies presenting endangerment to life, limb, or property, or to a disruption of service, the Contractor is allowed to work from 6:00 a.m. to 7:00 p.m. Mondays through Fridays, except legal holidays, and from 7:00 a.m. to 7:00 p.m. on weekends. The Contractor must send a request in writing to the Town Engineer to perform work outside of the allowed working hours.

23. Construction Water

The Contractor shall provide water for use in construction, compaction, and dust control. When required on the Project as part of a process, product, dust control, or the like, the Contractor shall ensure the said water to be potable water from a municipal source that is free of contaminants which, in the judgment of the Engineer, constitute a health hazard to those individuals employed by the Contractor on the Project, the general public, and Town of Huachuca City's employees associated with the Project. No source of construction water has been designated for this Project. The Contractor shall make its own arrangements to obtain the water needed.

The cost of construction water is incidental to the Project. No payment will be made for the costs associated with developing a sufficient water supply and furnishing the necessary equipment for transporting and applying the construction water required for the Project.

24. Contractor's Staging or Storage Yard

A Contractor's staging area or storage yard has been identified for this project. It is the fenced in yard north of the Town's vehicle impound lot. Staging areas and vehicle storage yards are not permitted in the washes. If needed, the Contractor will need to provide SWPPP to cover their staging area and include the staging area acreage of disturbance on their NOI.

The Contractor shall provide and maintain temporary fencing around the equipment yards for the duration of the contract; the cost being incidental and considered as included in the cost of contract items.

All discarded matter (including but not limited to trash, garbage, oil drums, fuel, ashes, equipment, concrete, and chemicals) that is generated by construction activities shall be removed or disposed of on a daily basis according to state and federal regulations. Construction areas shall be maintained in a sanitary condition at all times.

Storage areas for petroleum products and other chemicals used by the Contractor shall be located or protected in such a manner that any spills will not enter stream channels or impact groundwater.

25. Construction Equipment and Worker Parking

Locations for construction equipment parking shall be coordinated with and approved by the Town Engineer; the cost being incidental and considered as included in the cost of contract items.

Locations for personal vehicle parking for all workers shall be coordinated with and approved by the Town Engineer; the cost being incidental and considered as included in the cost of contract items. The Contractor shall designate worker parking at locations approved by the Town Engineer that will not take away from parking available to the public or businesses. The employee parking locations shall not block access and services to business, recreational, or residential areas.

26. Existing Facilities, Vegetation, and Landscaping

The Contractor shall be responsible for the care, protection, and maintenance of facilities, vegetation, and landscaping specifically called for on the project plans and/or in the contract documents or implied to remain and to be protected in place. In the event existing facilities, vegetation, or landscaping are destroyed, damaged, removed, or altered during the course of performing the work the Contractor shall be responsible for the repair or replacement thereof, solely at the discretion of the Town Engineer, in consultation with the owner thereof. Said repair or replacement shall be solely at the Contractor's cost, and it shall be accomplished to the satisfaction of the Town, owner, and/or utility, as the case may be.

27. Disposal of Materials

All construction debris, rubble, and other materials that are not sent to a recycling facility, or taken by the Contractor, shall be properly disposed of by the Contractor at a waste disposal facility designated by the Town of Huachuca City. Costs associated with the disposal of these materials shall be incidental to the related items of work. Fees associated with the disposal of these materials shall be paid by the Contractor.

28. Miscellaneous Work

Remove and relocate, as directed by the Town Engineer, all mailboxes, fences, gates, signs, posts, pipes, etc. within the right-of-way and construction easement areas. The Cost of this work shall be considered as incidental to the other items or work, except when the bid schedule contains specific items on a unit basis.

29. Materials, Products, and Equipment Substitutions

- A. The Contractor shall deliver all materials in the original packages, containers, or bundles (with the seals unbroken) bearing the name or identification mark of the manufacturer.
- B. The Contractor shall deliver fabrications in as large assemblies as practicable and, where specified to be shop primed or shop finished, they shall be packaged or crated to preserve such priming or finishing intact and free from abrasion.
- C. The Contractor shall store all materials in such a manner as necessary to protect from damage. Materials and equipment damaged by handling, weather, dirt, or some other cause will be rejected.
- D. The Contractor shall store materials so as not to cause obstruction of sidewalks, roadways, fire protection equipment, underground facilities / services.
- E. The Contractor shall maintain all in-place materials and construction in accordance with the manufacturer's written instructions and recommendations until Substantial Completion of the Work.
- F. All items of the same kind shall be provided by the same manufacturer.

G. The Contractor may request consideration of materials and products that are “equal” to the specified materials and products. No substitutions may be made until the proposed substitution has been

approved, in writing, by the Owner’s Representative. Requests for substitutions shall be made ten (10) days prior to the Bid Date in accordance with the Instructions to Bidders.

E. A request for substitution shall constitute a representation by the Contractor that he:

1. Has investigated the proposed material or product and determined that it meets or exceeds the quality level of the specified material or product
2. Shall provide the same warranty for the substitute material or product as for the specified material or product
3. Shall coordinate the installation and make changes to other work which may be required by the substitution at no additional cost to the Owner
4. Waives claims for additional costs or time extensions which may subsequently result from the use of the substitute item
5. Shall reimburse the Owner and / or the Architect / Engineer for review and redesign services associated with the re-approval of the plans, or portions thereof, by governmental authorities.

F. By offering a substitution, the Contractor shall accept responsibility for its effect on the work of all trades, including possible delays in completion of the Work. All costs associated with changes in the

Work of other trades and all costs associated with the preparation of as-built drawings shall be paid

by the Contractor.

G. Requests for approval of substitute manufacturers, trade name, product, or material shall be made

on the Substitution Request Form provided herein. A separate request shall be provided for each proposed substitution. The Contractor shall submit one (1) .pdf file of each request.

H. The Contractor shall attach to the Substitution Request, shop drawings, product data, and certified test results attesting to the proposed substitution’s equivalence. The burden of proof shall be on the proposer. Submittals shall include sufficient information, samples, and / or other data as necessary to provide a direct comparison to the specified product. Each submittal shall be well marked to identify the type and kind of items being submitted for approval. Lack of sufficient information will be sufficient cause for rejection. References to catalogs that the Owner’s Representative may or may not have will not be accepted.

I. The Owner’s Representative will notify the Contractor in writing of his decisions to accept or reject the request.

J. Unless specifically submitted and approved in accordance with these specifications, substitutions will not be allowed.

30. Submittals

A. The Contractor shall provide all required submittals and shall not proceed with the work until the submittals have been approved by the Owner’s Representative.

B. Approval of submittals shall not relieve the Contractor from the responsibility for deviations from the drawings and specifications unless he has noted in writing all such deviations on the submittals provided.

C. Approval of submittals shall not relieve the Contractor from errors in the submittals provided.

D. After a material has been approved, no change in brand or make will be permitted unless satisfactory written evidence is presented to and approved by the Owner’s Representative

that the manufacturer cannot make scheduled delivery of the approved material, or that the material delivered has been rejected and the substitution of suitable materials is an urgent necessity, or that other conditions are apparent which indicate the substitution to be in the best interest of the Owner.

- E. The Contractor shall be responsible for all delays in the progress of the Work which may be due to his failure to observe these requirements, and the time allotted for the completion of the Contract will not be extended on account of his failure to submit the required information promptly.
- F. All submittals shall be signed and dated by the submitting party attesting to the submittal's compliance with the drawings and specifications.
- G. A copy of all approved submittals shall be maintained at the job site by the Contractor.
- H. The Contractor shall submit one (1) /pdf file of all Material and Equipment Product Data submittals to the Owner's Representative.
- I. The Contractor shall provide all required Shop Drawings as noted on the drawings or as required by the project specifications or other Contract Documents. Fabrication and installation work shall not proceed until the Shop Drawings for the subject work have been approved by the Owner's Representative.
- J. Approval of Shop Drawings shall not relieve the Contractor from the responsibility for deviations from the drawings and specifications unless he has noted in writing all such deviations on the Shop Drawing submittals provided.
- K. Approval of Shop Drawings shall not relieve the Contractor from errors in the Shop Drawings submittals provided.
- L. The Contractor shall submit one (1) .pdf file of all Shop Drawing submittals to the Owner's Representative for review and approval.
- M. The Contractor shall provide complete data for the operation and maintenance of all appliance items and any additional data as may be required by the Contract Documents. Operation and Maintenance manuals shall be product specific and shall not include items which are not part of the project.
- N. The Contractor shall submit copies of Test Reports as required by the Contract documents. The reports shall indicate if the test results are actual or by standard publication.
- O. The Contractor shall provide all material samples as may be required by the Contract Documents. Sample size and content shall be as specified, noted or as approved by the Owner's Representative.
- P. The Contractor shall provide written guarantees and warranties as required by the Contract Documents. Guarantee and Warranty documents shall be as specified in Section 01-78-36. The submittal shall include a cover letter on the Contractor's letterhead with an original signature. The Cover letter shall reference the project and the specific guarantees and warranties attached thereto.
- Q. The guarantees / warranties shall be supported by individual guarantees / warranties from each applicable subcontractor, trade, manufacturer, or supplier.
- R. The Contractor shall provide one (1) complete set of guarantee / warranty documents to the Owner's Representative.

SECTION 101 - TERMS

Subsection 101-3, TERMS of the Standard Specifications are modified as follows:

Addendum	Revised to read- "Written or graphic instrument(s) issued in writing, after advertisement of, but prior to the opening of Bids for a Contract, which alter, change, clarify, correct, modify, or revise the Contract Documents as advertised."
Advertisement for Bid	Revised to read- "The public announcement, as required by law, inviting Bids for work to be performed and/or materials to be furnished and/or labor to be furnished and/or equipment to be furnished."
Agency	Revised to read- "The Town of Huachuca City for which the Work is being performed, either by Permit or Contract."
Award	Revised to read- "The acceptance by the Agency of a Bid to perform work and/or furnish materials(s) and/or furnish labor and/or furnish equipment."
Bid	Revised to read- "The offer of a Bidder, submitted on the prescribed form(s) to perform the Work and/or furnish material(s) and/or furnish labor and/or furnish equipment at the price(s) quoted."
Bid Guaranty	Added- "The cash, cashier's check, certified check or Bidder's Bond accompanying the Bid as a guaranty that the Bidder will enter into a Contract with the Agency for the performance of the Work and/or furnish material(s) and/or furnish labor and/or furnish equipment at the price(s) quoted."
Bond	Added- "Bid, Performance or Payment Bond or other Instrument of Security."
Change Order	Revised to read- "A written order, issued and signed by the Director of Public Works, or his Designee, to the Contractor, directing addition(s), deletion(s) or revision(s) in the Work, adjustment in Contract Price(s) or Contract Time, said Change Order(s) is/are issued after the execution of the Contract, all as incidental to the prosecution of the work as advertised."
Complete-in-Place	Complete-in-Place means that the payment shall be full compensation for all work necessary to complete that portion of the contract in its entirety to the satisfaction of the Engineer, in accordance with the requirements of the plans and specifications. When the basis of payment states the work shall be paid for complete-in-place it shall be the contractor's responsibility to determine the elements necessary to complete the work. When the basis of payment includes a list of elements associated with the complete-in-place work, the list shall NOT be construed to limit the work to the listed elements only.

Construction Manager	Added – “The designated Town employee or firm engaged by the Town of Huachuca City to act as Construction Manager. The Construction Manager (CM) shall act as the “Engineer” where specified in these provisions and other applicable specifications, unless directed otherwise by the Town Engineer.”
Consultant	Added- “The Private Registered Professional Engineer who has prepared and signed the Plan(s) on behalf of the Town.”
Contract Amount	Revised to read- “The total amount to be paid the Contractor for completion of the work as specified in the Contract Documents within the Contract Time, except as adjusted by Contract Change Order(s) and/or Supplemental Agreement(s), all to the satisfaction of the Owner and Construction Manager.”
Contract Documents	Revised to read- “ The Contract Documents include the Construction Contract Agreement, any Addendum/Addenda issued prior to the opening of the Bids, Contract Change Orders and/or Supplemental Agreements issued after the opening of the Bids, Special Provisions, Project Plans, Standard Details, Standard Specifications, Reference Specifications, Bidders Proposal, Notice Inviting Bids, Non-Collusion Affidavit, Performance Bond, Payment Bond and Bid Bond that are required to complete the work in an acceptable manner, including authorized extensions thereof, all of which constitute one (1) instrument.”
Contract Time	Revised to read- “The number of consecutive calendar days allowed for the completion of the Contract, including authorized time extensions. In case a Calendar Date for completion is shown in the Contract Documents in lieu of calendar days, the Contract <u>shall</u> be completed on or by the date specified.”
Contract Unit Price	Added- “The amount stated in the Bid Schedule, Contract Change Order and/or Supplemental Agreement for a single item of work.”
Contractor	Revised to read- “The Contractor engaged by the Owner to construct the project under the Contract.”
Council	Revised to read- “The Town Council of the Town of Huachuca City which, by law, constitutes the legislative body of the entity.”
Days	Added- “Days shall mean consecutive calendar days unless specified otherwise.”
Director	Added- “The Town Engineer of the Town of Huachuca City, appointed by the Town Council, or other person(s) designated by the Town Engineer, acting directly or through his/her duly authorized representative, who is responsible for the engineering supervision of the Work.”

Extra Work	Revised to read- “An item of work not provided for in the Contract as awarded but found necessary and incidental to the satisfactory prosecution of the Contract within its intended scope as advertised.”
Holiday	Revised to read- “The legal holidays recognized by the Town of Huachuca City with whom the Contract has been executed.”
Notice to Proceed	Revised to read- “The written notice issued by The Town of Huachuca City to the Contractor specifying the authorization date for the start of the Contract Time or confirming a date for the start of Contract Time previously specified in the Contract.”
Owner	Added- “The Town of Huachuca City, acting through its legally constituted officials, officers or employees, also known as Agency.”
Permit	Revised to read- “The license to progress construction work in public right(s)-of-way, easement(s), and land as issued by the Agency holding title to said right(s)-of-way, easement(s) or land.”
Profile Grade	Revised to read- “The trace in a vertical plane which corresponds to the surface as delineated and referenced on the Project Plans, Standards, etc. Profile Grade means either elevation or gradient of such trace according to the context.”
Record Drawings	<p>Added- “DRAWINGS” prepared by the Contractor, Consulting Engineer, or Director of Public Works which are kept current with the process of work. Such Document(s) shall clearly show the work as progressed, namely variations from the accepted or approved Plans.”</p> <p>Said Record Drawings shall show the final actual state; location, both horizontally and vertically, along with other relevant information of the constructed/installed, completed Work.”</p>
Reference Specifications	<p>Added- “Any specifications referred to in the Contract Documents other than Standard Specifications, including, but not limited to, bulletins, standards, rules, methods of analysis or tests, codes, engineering societies, or industrial associations referred to in the Contract Documents.</p> <p>These refer to the latest edition, including amendments in effect and published at the time of advertising the Project or issuing the permit, unless otherwise specifically referred to by edition, volume or date.”</p>
Specifications	Revised to read- “Standard Specifications, Reference Specifications, Special Provisions, Addendum/Addenda, Contract Change Orders, and Supplemental Agreements between the Contractor and the Town of Huachuca City which constitute a compilation of provisions and requirements for the performance of prescribed work.”

Standard Details	Revised to read- “The 2020 edition of the MAG UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, including all SUPPLEMENTAL AMENDMENTS, as approved for repetitive use, showing details to be utilized where appropriate.”
Standard Specifications	Revised to read- “The 2021 edition of the MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION, including all SUPPLEMENTAL AMENDMENTS, as approved for general application and repetitive use.”
State	Added- “The State of Arizona.”
State Standard Drawings	Added- “The latest edition of the STANDARD DRAWINGS of the State of Arizona, Department of Transportation, unless noted otherwise.”
State Standard Specifications	Added- “The latest edition of the STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION of the State of Arizona, Department of Transportation, unless noted otherwise.”
Town	Revised to read- “Town of Huachuca City, 500 N Gonzales Blvd, Huachuca City, Arizona 85616 a municipal corporation and a political subdivision of the State of Arizona organized and existing under and by virtue of the laws of said State.”
Town Engineer	Added- “The Town Engineer of the Town of Huachuca City, 500 N Gonzales Blvd, Huachuca City, Arizona 85616 or his/her designee.”

ITEM 1 – CONCRETE SURFACE REHAB FOR SKATE PARK, BASKETBALL COURT, AND TENNIS COURT

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

A. The work covered by this Section includes, but is not limited to:

1. The preparation of the court surface
2. Cleaning and Filling Cracks with a polyurethane sealant
3. Painting of court surface and boundary lines / stripes

B. The extent of the concrete court surfacing work is shown on the drawings and details.

1.2 COORDINATION:

A. The Contractor shall coordinate all CONCRETE SURFACE REHAB work with the Owner's Representative. Work that is completed or in-progress shall be protected during the surfacing

of the courts. The Contractor shall notify the Owner's Representative of field conditions that prevent the installation of the court surfacing as shown.

1.3 COMPLIANCE WITH APPLICABLE REGULATIONS:

A. The Contractor shall comply with all local, state, and federal regulation regarding materials, methods of work, and disposal of excess and waste materials. The Contractor shall provide notices required by governmental authorities, request required inspections, obtain required permits, and pay for all associated fees.

1.4 SUBMITTAL REQUIREMENTS:

- A. General: The Contractor shall make the submittals identified below. Submittals shall be made and approved prior to the delivery of surfacing material to the site and its incorporation into the work.
- B. Product Data Sheets: The Contractor shall submit to the Owner's Representative for review and approval, product data / specification sheets for all surface prep, crack sealing and surfacing materials proposed for use on the project. The project data sheets shall contain sufficient information for the Owner's Representative to determine compliance with the project drawings and specifications.

PART 2 - MATERIALS

MATERIALS FOR CONCRETE COURT SURFACE PREPARATION:

Biodegradable Solvent Free Degreaser

MATERIALS FOR CRACK SEALING:

Self Leveling Sealant, premium-grade polyurethane sealant with an accelerated curing capacity.

CONCRETE COURT SURFACING MATERIALS:

- A. General: All concrete court resurfacing materials shall be as manufactured and / or distributed by WATCO INDUSTRIAL FLOORING, INC, or approved equal.
- B. Anti-Slip Traffic Paint: Anti Slip Traffic Paint contains a pre-dispersed lightweight aggregate that provides a finely textured anti slip surface. Highly pigmented to provide a colorful, durable court finish. The material shall be as manufactured by Watco Industrial Flooring, Inc or approved equal.

PART 3 - EXECUTION

3.1 AREAS TO BE SURFACED:

A. Areas to be Surfaced: All portions of the skate park surface including perimeter areas extending out to the perimeter fence shall be finished / surfaced as specified herein. The portion of the tennis and basketball court that is within the white perimeter lines.

3.2 COURT SURFACE PREPARATION:

- A. Clean substrate with a biodegradable solvent free degreaser which can be used on concrete surfaces. Anti-Slip Traffic Paint can be applied to existing paint provided all poorly bonded material is removed.

- B. The surface shall receive a high-pressure wash with clean water and shall be swept with a broom to remove all surface dirt. The water shall be under sufficient pressure to allow the residue and dirt to be swept off the court with the force of the water. The surface shall be flushed a minimum of two (2) times or as required for thorough cleaning of the surface.
- C. Crack shall be cleaned of all soil, vegetation and debris to a depth of 1-inch minimum. Crack walls must be sound, clean, dry, frost-free, and free of oil and grease. Any foreign matter must be thoroughly removed. A bond breaker tape or backer rod may be installed to prevent bond at base of joint.

3.3 APPLICATION:

Per Manufacturer's Instructions.

3.4 GUARANTEE:

- A. Warranty: The Contractor shall provide one-year written warranty against any and all defects in materials and workmanship. The warranty period shall commence on the date of Final Acceptance of the Work. Materials and / or workmanship that fail during the warranty period shall be repaired or replaced, to the satisfaction of the Owner, at no cost to the Owner.

PART 4 – BASIS OF PAYMENT

4.1 CONCRETE SURFACE REHAB:

The accepted quantity of CONCRETE SURFACE REHAB for the skate park, basketball court and tennis court will be paid for at the contract lump sum price, complete in place, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the work in conformance with the requirements of this item and the project plans, or as may be directed by the Engineer.

END OF SECTION

LANDSCAPE WORK

ITEM 2 – IRRIGATION SYSTEM

ITEM 3 - SOD

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

- A. The work covered by this Section includes, but is not limited to, the:
 - 1. Remove existing grass within Leffingwell Park
 - 2. Fine grading of landscaped areas
 - 3. Planting and initial maintenance of turf grass
 - 4. Clean up of soil, debris, and excess materials from the project site
 - 5. Initial maintenance of the landscape improvements
- B. The extent of the landscape work is shown on the drawings and details.

1.2 RELATED WORK:

- A. Related work includes, but is not limited to:
 - 1. Earthwork and site grading

2. The construction of other site improvements

1.3 COORDINATION:

- A. The Contractor shall coordinate all planting and related landscape work with the Owner's Representative. Work that is completed or in-progress shall be protected during installation of landscape plantings. The Contractor shall notify the Owner's Representative of field conditions that prevent the installation of landscape improvements as shown.

1.4 REQUIRED LICENSURE:

- A. All work shall be performed by a Contractor licensed by the State of Arizona Registrar of Contractors. The commercial license classification held by the Contractor shall be appropriate for the work to be performed.

1.5 COMPLIANCE WITH APPLICABLE REGULATIONS:

- A. The Contractor shall comply with all local, state, and federal regulations regarding materials, methods of work, and disposal of excess and waste materials. The Contractor shall provide notices required by governmental authorities, request required inspections, obtain required permits, and pay for all associated fees.

PART 2 - MATERIALS

2.1 SOD

- A. Sod shall be TifGrand Bermuda.

2.2 PRESERVATION FENCING:

- A. Preservation Fencing: Preservation fencing for identifying the limits of areas to be preserved during construction shall be heavy-duty, high-visibility, UV resistant, polypropylene plastic mesh fencing. Color shall be OSHA Orange. Height shall be as detailed or noted on the project plans.
 1. Posts for Preservation Fencing: Posts shall be heavy-duty painted or galvanized steel "T" posts with a weight of not less than 1.25 lbs. per linear foot of post.

PART 3 - EXECUTION

3.1 BLUE STAKING

- A. Blue Staking: The Contractor shall have the work area Blue Staked prior to the start of any landscape excavation work. Blue Staking shall be kept current during the course of the project. All utilities damaged by the Contractor shall be repaired or replaced by the Contractor, as required by the Owner or appropriate utility company, at the Contractor's expense.

3.2 INSTALLATION OF PRESERVATION FENCING:

- A. Installation of Preservation Fencing: The Contractor shall install fencing, as detailed, around the perimeter of areas to be preserved. Fencing shall be installed prior to the start of any clearing, excavation, or other construction activity. The location of the fence shall be as shown or noted on the project plans. Except as may be directed by the Owner's Representative, all preservation fencing shall be removed prior to Final Acceptance of the Work.

3.3 TREES AND SHRUBS TO BE PRESERVED IN PLACE

- A. Existing trees and shrubs within the designated limits of work and not identified as to be removed shall be preserved-in-place. Cleared plant material shall be removed from the site. Disposal location and the manner of disposal shall be as approved the Owner's Representative.

Plants that are damaged by the Contractor's activities shall be replaced with boxed specimen plants of the same species as the plant damaged. Replacement trees shall be 48" box size, minimum. Replacement shrubs shall be 24" box size, minimum. Replacement plants shall be provided and installed at the Contractor's expense.

3.4 SURFACE PREPARATION

- A. REMOVE EXISTING GRASS in areas to receive sod. Follow material provider's recommendations for depth of grass removal.
- B. Compact subgrade and haul in BLENDED SOIL MIX per material provider's recommendations.
- C. APPLY FERTILIZER per material provider's recommendations.

3.5 SOD INSTALLATION

- A. Install per material provider's recommendations and instructions.

3.5 LANDSCAPE MAINTENANCE:

- a. Maintenance During Construction: The Contractor shall maintain all landscape improvements during project construction. Maintenance shall include, but not be limited to: weed removal, clean-up, and herbicide application. Maintenance during construction shall continue until issuance of a Certificate of Substantial Completion.
- b. Inspection of Completed Landscape Planting Work: Upon completion of the landscape work, the Contractor shall notify the Owner's Representative who will schedule an inspection of the landscape improvements. During the inspection items that are incomplete or that must be repaired or replaced will be identified. Completion or correction of items noted will be required prior to the issuance of a Certificate of Substantial Completion.
- c. Maintenance after Substantial Completion: After issuance of a Certificate of Substantial Completion, the Contractor shall continue to operate and maintain the landscape improvements for a period of 14 consecutive calendar days. After satisfactory completion of the maintenance period, the Owner will assume responsibility for landscape maintenance.
- Suspension of Initial Contractor Maintenance Period for Non-Compliance: Failure to comply with the maintenance requirements specified herein, as determined by the Owner's Representative, will result in the number of days being credited to the initial 14 day maintenance period being suspended. The suspension will remain in effect until such time as the remedial action(s) required by the Owner's Representative have been implemented by the Contractor.

PART 4 – BASIS OF PAYMENT

4.1 IRRIGATION SYSTEM:

The accepted quantity of IRRIGATION SYSTEM for Leffingwell Park will be paid for at the contract lump sum price, complete in place, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the work in conformance with the requirements of this item and the project plans, or as may be directed by the Engineer.

4.2 SOD:

The accepted quantity of SOD for Leffingwell Park will be paid for at the contract unit price per square foot, complete in place, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the work in conformance with the requirements of this item and the project plans, or as may be directed by the Engineer.

END OF SECTION

ITEM 4 – ASPHALT PATH

CONSTRUCTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. The Drawings and the General Provisions of the Contract, including all General and Supplementary Conditions and Supplements and Amendments to the General Conditions of the Contract, apply to the work specified in this section.

1.2 DESCRIPTION OF WORK:

- A. The work covered by this Section includes, but is not limited to:
1. The preparation and compaction of subgrade(s) below asphalt path
 2. The placement and compaction of asphalt material
 3. The placement and anchoring of steel reinforcement
 4. The mixing and transport of asphalt material
 5. The compaction testing for subgrades and base courses below asphalt path
- B. The extent of the asphalt path work is shown on the drawings and details.

1.3 RELATED WORK:

- A. Related work includes, but is not limited to:
1. Remove existing vegetation and concrete
 2. Remove and reinstall chain link fencing

1.4 COORDINATION:

A. The Contractor shall coordinate all cast-in-place concrete work with the Owner's Representative. Work that is completed or in-progress shall be protected during the construction / installation of portland cement concrete slabs and structures. The Contractor

shall notify the Owner's Representative of field conditions that prevent the completion of the cast-in-place concrete work as shown.

1.5 REQUIRED LICENSURE:

- A. All work shall be performed by a Contractor licensed by the State of Arizona Registrar of Contractors. The commercial license classification held by the Contractor shall be appropriate for the work to be performed.

1.6 COMPLIANCE WITH APPLICABLE REGULATIONS:

- A. The Contractor shall comply with all local, state, and federal regulation regarding materials, methods of work, and disposal of excess and waste materials. The Contractor shall provide notices required by governmental authorities, request required inspections, obtain required permits, and pay for all associated fees.

1.7 REFERENCE STANDARDS:

1.8 SUBMITTAL REQUIREMENTS:

- A. General: The Contractor shall make the submittals identified below. Submittals shall be made and approved prior to the delivery of materials to the site and its incorporation into the work.
- B. Concrete Mix Design:
1. Mix Design: Concrete mixes shall be designed by a Certified Laboratory and shall be approved by the Project Structural Engineer. Mix designs shall be proportioned so as to reduce plastic shrinkage cracking. The Contractor shall submit concrete mix designs in accordance with ACI- 301, Section 4. Results of laboratory tests performed within the previous six months indicating aggregates from the proposed source comply with the requirements of ASTM C-33 or ASTM C- 330, as applicable, shall be submitted with the mix design. A separate mix design shall be submitted for each type and strength of concrete required for the project.

PART 2 - MATERIALS

2.1 AGGREGATE BASE COURSE:

- A. Aggregate Base Course: The aggregate base course (ABC) shall consist of stones, gravel, and other inert material and shall be clean and free from vegetable matter and other deleterious substances. The plasticity index for the ABC shall not exceed 5. At least 30% of the aggregate material retained on the No. 8 sieve shall have at least one rough or angular surface produced by crushing. The aggregate base course material shall comply with the following gradation:

<u>Sieve Size:</u>	<u>Percent Passing:</u>
1"	100%
3/4"	90 - 100%
1/4"	45 - 75%
No. 200	0 - 10%

The Aggregate base course materials shall comply with the requirements of Section 303 (Aggregate Base Course) of the MAG Standard Specifications for Public Improvements.

2.2 MATERIALS FOR PORTLAND CEMENT CONCRETE:

PART 3 - EXECUTION

3.1 COORDINATION:

- A. Coordination: All asphalt concrete work shall be coordinated with sleeves, conduit, pipes, and other features to be installed below the asphalt concrete. Prior to placing concrete, locations and elevations of items to be installed below the asphalt concrete shall be verified.

3.2 SUBGRADE AND BASE-COURSE PREPARATION AND TESTING:

- A. Grading: Grading shall consist of removing pavement, excavating, removal and disposal of excess material, furnishing and placing embankment material including borrow, and all grading, shaping and compacting of materials necessary to construct the subgrade to the lines and grades shown in the project plans and in conformance with the requirements of these specifications.

The top 8 inches of the subgrade shall be compacted to a density not less than 95 percent of the maximum density as determined in conformance with the requirements of the applicable test methods of the Arizona Department of Transportation Materials Testing Manual, as directed and approved by the Engineer, except that when asphaltic concrete is to be placed directly on subgrade, the required density shall be 100 percent.

The compacted surface shall remain firm and stable as demonstrated by the lack of observable signs of deformation from wheel loading, prior to and after placement of any cover material.

The surface of the subgrade shall be finished to a reasonably smooth and uniform surface and in reasonably close conformity to the lines, grades, dimensions and cross section shown on the project plans or established by the Engineer. The finished surface of the subgrade shall not vary by more than 0.04 foot above or below the grade.

- B. Placement of Base Course Material: Aggregate base course material shall be placed over the compacted and approved subgrade to the depth noted or shown on the plans. Fine grading shall be performed to provide a uniform surface for the placement of the slab-on-grade.
- C. Compaction: The subgrade and the aggregate base course(s) shall be compacted as noted on the project plans, or as specified, prior to the placement of concrete. If not noted, the subgrade and the base course shall be compacted to not less than 95% of the maximum laboratory density.
- D. Compaction Testing: The compaction of the subgrade and base courses shall be tested as noted below. Testing shall confirm that compaction is in compliance with the plans and specifications prior to proceeding with work. Re-compaction and retesting of all areas that fail initial testing shall be completed and repeated until satisfactory results have been obtained.

1. Compaction Testing Frequency:

- a. Compaction Testing under AC: One (1) Test per 500 LF of path

3.8 ASPHALT CONCRETE:

The Asphalt Concrete shall conform to SECTION 409 - ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL): of the Arizona Department of Transportation, Division of Highways, Standard Specifications is hereby added to the Standard Specifications.

409-2.02 Bituminous Material: the first paragraph of the State of Arizona, Department of Transportation Division of Highways, Standard Specifications is revised to read:

Asphalt cement shall be an asphalt binder performance grade PG 70-10, conforming to the requirements of Section 1005.

409-2.04 Mix Design: the second row of the mix design criteria table in the eighth paragraph of the State of Arizona, Arizona Department of Transportation, Division of Highways, Standard Specifications is revised to read:

Criteria	Requirement	Arizona Test Method
2. Effective Voids: %	5.3 – 5.7	815

PART 4 – BASIS OF PAYMENT

4.1 ASPHALT PATH:

The accepted quantity of ASPHALT PATH at Leffingwell park will be paid for at the contract unit price, complete in place, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the work in conformance with the requirements of this item and the project plans, or as may be directed by the Engineer including but not limited to the grading and compacting of the subgrade, placing and compacting the asphalt base course, placing and compacting the asphalt concrete.

END OF SECTION

ITEM 5 – PLAYGROUND EQUIPMENT

ITEM 6 – PLAYGROUND FIBER WOOD CHIPS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

A. The work covered by this Section includes, but is not limited to:

1. Excavating and preparing soil
2. Forming and pouring concrete header around playground area to contain the engineered wood fiber
3. Installing filter fabric and gravel base
4. Erecting and installing playground equipment per manufacture's recommendations
5. Installing fiber wood chips per manufacture's recommendations

1.2 COORDINATION:

A. The Contractor shall coordinate all metal fabrication, finishing, and installation work with the Owner's Representative. Work that is completed or in-progress shall be protected during the installation of fabricated metal items. The Contractor shall notify the Owner's Representative of field conditions which prevent the fabrication and / or installation of fabricated metal items as shown.

1.3 COMPLIANCE WITH APPLICABLE REGULATIONS:

A. The Contractor shall comply with all local, state, and federal regulation regarding materials, methods of work, and disposal of excess and waste materials. The Contractor shall provide notices required by governmental authorities, request required inspections, obtain required permits, and pay for all associated fees.

1.4 SUBMITTAL REQUIREMENTS:

- A. General: The Contractor shall make the submittals identified below. Submittals shall be made and approved prior to the delivery of materials to the site and its incorporation into the work.
- B. Shop Drawings: The Contractor shall submit shop drawings detailing the playground equipment, fabrication and installation of each item required. The shop drawings shall provide plans, elevations, sections, and details as appropriate for the work. Templates shall be provided for all anchors required.

1.5 PROJECT / SITE CONDITIONS:

A. Field Measurements: The Contractor shall be responsible for verifying field conditions and taking field measurements prior to the submittal of shop drawings and the fabrication of metal items.

PART 2 - MATERIALS

2.1 PLAYGROUND EQUIPMENT: PLAYBOOSTER System manufactured by LANDSCAPE STRUCTURES or Approved Equal as detailed in the plans and specs. **The Town must be given the opportunity to approve the specific playground equipment before its selection, purchase, and installation by the Contractor.**

2.2 FIBER WOOD CHIPS: ZEAGER WOODCARPET or Approved Equal.

PART 3 - EXECUTION

3.1 INSTALLATION: Per manufacture's instructions and recommendations.

3.2 ADJUSTING AND CLEANING:

A. Clean-Up and Touch-Up: All fabricated metal panels, rails, and other items shall be cleaned-up as required. Damaged paint shall be touched-up with the specified paint type and color.

3.3 SITE CLEAN-UP:

A. Site Clean-Up: The Contractor shall perform cleaning operations during the installation of the work and upon completion of the project and shall remove from the site all excess materials, debris, and equipment. The Contractor shall legally dispose of all excess and waste materials and shall repair all damage resulting from metal fabrication and installation work.

PART 4 – BASIS OF PAYMENT

4.1 PLAYGROUND EQUIPMENT:

The accepted quantity of PLAYGROUND EQUIPMENT for Leffingwell Park will be paid for at the contract lump sum price, complete in place, and shall include full compensation for furnishing all

labor, materials, tools, equipment and incidentals necessary for the work in conformance with the requirements of this item and the project plans, or as may be directed by the Engineer.

4.2 PLAYGROUND FIBER WOOD CHIPS:

The accepted quantity of PLAYGROUND FIBER WOOD CHIPS for Leffingwell Park will be paid for at the contract unit price, complete in place, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the work in conformance with the requirements of this item and the project plans, or as may be directed by the Engineer.

END OF SECTION

NEW FURNISHINGS AND EQUIPMENT

ITEM 7 – NEW BATHROOM FIXTURES

ITEM 6 – NEW SIX (6) FOOT PICNIC TABLES

ITEM 14 – NEW DRINKING FOUNTAINS

ITEM 15 – NEW BIKE RACK

ITEM 16 – NEW GRILL

ITEM 17 - NEW GARBAGE CANS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

B. The work covered by this Section includes, but is not limited to:

1. Install new stainless steel bathroom fixtures in the existing restroom
 - Three toilets
 - Two lavatories
 - One Urinal
 - New partitions
 - Two toilet paper dispensers
2. Provide and install new six-foot picnic tables
3. Provide and install new drinking fountains
4. Provide and install new bike rack
5. Provide and install new grill
6. Provide and install new trash receptacle

1.2 COORDINATION:

A. The Contractor shall coordinate all metal fabrication, finishing, and installation work with the Owner's Representative. Work that is completed or in-progress shall be protected during the installation of fabricated metal items. The Contractor shall notify the Owner's Representative of field conditions which prevent the fabrication and / or installation of fabricated metal items as shown.

1.3 COMPLIANCE WITH APPLICABLE REGULATIONS:

A. The Contractor shall comply with all local, state, and federal regulation regarding materials, methods of work, and disposal of excess and waste materials. The Contractor shall provide notices required by governmental authorities, request required inspections, obtain required permits, and pay for all associated fees.

1.4 SUBMITTAL REQUIREMENTS:

- C. General: The Contractor shall make the submittals identified below. Submittals shall be made and approved prior to the delivery of materials to the site and its incorporation into the work.
- D. Manufacture's Specifications: The Contractor shall submit manufacture's specifications detailing the new equipment, fabrication and installation of each item required. The shop drawings shall provide plans, elevations, sections, and details as appropriate for the work. Templates shall be provided for all anchors required.

1.5 PROJECT / SITE CONDITIONS:

- A. Field Measurements: The Contractor shall be responsible for verifying field conditions and taking field measurements prior to the submittal of shop drawings and the fabrication of metal items.

PART 2 - MATERIALS

2.1 STAINLESS STEEL BATHROOM FIXTURES: all fixtures shall be stainless steel, high abuse fixtures, matching the size and operation of the existing fixtures

- 18" Lavatory (ADA Compliant)
 - Off-Floor, Wall Outlet
- Urinal Fixture (ADA Compliant)
 - Back supply and wall mounted
- Toilet (ADA Compliant)
 - Back supply and wall mounted
- Wall partitions and doors
- Toilet Paper dispenser

2.2 PICNIC TABLE 6-FT, RECTANGULAR, STEEL: perforated rolled edge, 30-inch high, 70-inch wide, 6 feet long.

- Color Orange or approved by Town

2.3 BIKE RACK, U-SHAPED: steel tubing, 11 gauge steel, 5.5-inch diameter, 47 inch high, in-ground mount

2.4 DRINKING FOUNTAIN: MOST DEPENDABLE FOUNTAINS, INC Model 810 SMSS-01 or Approved Equal.

- Pea Gravel Install

2.5 GRILL: Adjustable Rotating Pedestall Grill with Galvanized Post, BELSON OUTDOORS Model G620-3 or Approved Equal.

2.5 TRASH RECEPTACLE: 32 Gallon Steel Perforated Pattern, BELSON OUTDOORS Model PR-32 or Approved Equal.

- Color Orange or approved by Town

PART 3 - EXECUTION

3.1 INSTALLATION: Per manufactures instructions and recommendations.

3.2 ADJUSTING AND CLEANING:

- A. Clean-Up and Touch-Up: All fabricated metal panels, rails, and other items shall be cleaned-up as required. Damaged paint shall be touched-up with the specified paint type and color.

3.3 SITE CLEAN-UP:

- A. Site Clean-Up: The Contractor shall perform cleaning operations during the installation of the work and upon completion of the project and shall remove from the site all excess materials, debris, and equipment. The Contractor shall legally dispose of all excess and waste materials and shall repair all damage resulting from metal fabrication and installation work.

PART 4 – BASIS OF PAYMENT

4.1 NEW BATHROOM FIXTURES:

The accepted quantity of NEW BATHROOM FIXTURES for Leffingwell Park will be paid for at the contract lump sum price, complete in place, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the work in conformance with the requirements of this item and the project plans, or as may be directed by the Engineer.

4.2 FURNISHINGS:

The accepted quantity of FURNISHINGS including but not limited to picnic tables, drinking fountains, bike racks, grills, and garbage cans will be paid for at the contract unit price, complete in place, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the work in conformance with the requirements of this item and the project plans, or as may be directed by the Engineer.

END OF SECTION

ITEM 8 – RELOCATE EXISTING RAMADA (20'X20')

ITEM 12 – RELOCATE SWINGS AND MONKEY BARS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

- C. The work covered by this Section includes, but is not limited to:
1. Dismantle the entire existing ramada at Hunt Park
 2. Move the existing ramada to Leffingwell Park
 3. Prep location that new ramada will be located at Leffingwell Park
 4. The preparation and compaction of subgrade(s) below slab-on-grade
 5. The construction of forming for concrete slabs-on-grade
 6. The placement and anchoring of steel reinforcement
 7. The mixing and transport of portland cement concrete
 8. The placement and consolidation of portland cement concrete material
 9. The finishing of portland cement concrete slabs
 10. The curing of portland cement concrete slabs
 11. The compaction testing for subgrades and base courses below slabs-on-grade and foundations
 12. The sampling and compressive strength testing of concrete
 13. Re-assemble the ramada on new concrete slab and anchor ramada to new slab
 14. Relocate swings and monkey bars to new location in the park

15. Anchor swings and monkey bars to ground

1.2 COORDINATION:

A. The Contractor shall coordinate all metal fabrication, finishing, and installation work with the Owner's Representative. Work that is completed or in-progress shall be protected during the installation of fabricated metal items. The Contractor shall notify the Owner's Representative of field conditions which prevent the fabrication and / or installation of fabricated metal items as shown.

1.3 COMPLIANCE WITH APPLICABLE REGULATIONS:

A. The Contractor shall comply with all local, state, and federal regulation regarding materials, methods of work, and disposal of excess and waste materials. The Contractor shall provide notices required by governmental authorities, request required inspections, obtain required permits, and pay for all associated fees.

1.4 SUBMITTAL REQUIREMENTS:

- E. General: The Contractor shall make the submittals identified below. Submittals shall be made and approved prior to the delivery of materials to the site and its incorporation into the work.
- F. Shop Drawings: The Contractor shall submit shop drawings detailing the reinforcing steel in concrete slab under ramada, and the anchoring system used to attach the ramada to the concrete slab and how swings and monkey bars will be anchored to the ground. The shop drawings shall provide plans, elevations, sections, and details as appropriate for the work.

1.5 PROJECT / SITE CONDITIONS:

A. Field Measurements: The Contractor shall be responsible for verifying field conditions and taking field measurements prior to the submittal of shop drawings and the fabrication of metal items.

PART 2 - MATERIALS

2.1 Anchors: for ramada to concrete slab and swings and monkey bars to ground

2.2 Concrete and Steel for Ramada Slab: comply with Item 10 – CONCRETE SLABS UNDER RAMADAS

PART 3 - EXECUTION

3.1 Concrete and Steel for Ramada Slab: comply with Item 10 – CONCRETE SLABS UNDER RAMADAS

3.2 FINISHING:

3.3 Field Painting and Touch-Up: Metal items fabricated, welded, or assembled in the field shall be cleaned and prepared for painting as specified herein. All shop applied paint finishes that are damaged or modified by welding, grinding, or other installation activities shall be prepared, re- primed, and re-painted in the field as specified.

3.4 ADJUSTING AND CLEANING:

- A. Clean-Up and Touch-Up: All fabricated metal panels, rails, and other items shall be cleaned-up as required. Damaged paint shall be touched-up with the specified paint type and color.

3.5 SITE CLEAN-UP:

- A. Site Clean-Up: The Contractor shall perform cleaning operations during the installation of the work and upon completion of the project and shall remove from the site all excess materials, debris, and equipment. The Contractor shall legally dispose of all excess and waste materials and shall repair all damage resulting from metal fabrication and installation work.

PART 4 – BASIS OF PAYMENT

4.1 RELOCATE EXISTING RAMADA:

The accepted quantity of RELOCATE EXISTING RAMADA for Leffingwell Park will be paid for at the contract lump sum price, complete in place, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the work in conformance with the requirements of this item and the project plans, or as may be directed by the Engineer.

4.2 RELOCATE SWINGS AND MONKEY BARS:

The accepted quantity of RELOCATE SWINGS AND MONKEY BARS for Leffingwell Park will be paid for at the contract lump sum price, complete in place, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the work in conformance with the requirements of this item and the project plans, or as may be directed by the Engineer.

END OF SECTION

ITEM 10 – CONCRETE SLABS UNDER RAMADAS

ITEM 11 – CONCRETE FOR SIDEWALKS

CONSTRUCTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. The Drawings and the General Provisions of the Contract, including all General and Supplementary Conditions and Supplements and Amendments to the General Conditions of the Contract, apply to the work specified in this section.

1.2 DESCRIPTION OF WORK:

- C. The work covered by this Section includes, but is not limited to:

1. The preparation and compaction of subgrade(s) below slabs-on-grade
2. The construction of forming for concrete slabs-on-grade
3. The placement and anchoring of steel reinforcement
4. The mixing and transport of portland cement concrete
5. The placement and consolidation of portland cement concrete material
6. The finishing of portland cement concrete slabs

7. The curing of portland cement concrete slabs
8. The compaction testing for subgrades and base courses below slabs-on-grade and foundations
9. The sampling and compressive strength testing of concrete

D. The extent of the cast-in-place concrete work is shown on the drawings and details.

1.3 RELATED WORK:

B. Related work includes, but is not limited to:

1. The installation of concrete slabs under ramadas
2. The installation of concrete sidewalk and flatwork

1.4 COORDINATION:

A. The Contractor shall coordinate all cast-in-place concrete work with the Owner's Representative. Work that is completed or in-progress shall be protected during the construction / installation of portland cement concrete slabs and structures. The Contractor shall notify the Owner's Representative of field conditions that prevent the completion of the cast-in-place concrete work as shown.

1.5 REQUIRED LICENSURE:

A. All work shall be performed by a Contractor licensed by the State of Arizona Registrar of Contractors. The commercial license classification held by the Contractor shall be appropriate for the work to be performed.

1.6 COMPLIANCE WITH APPLICABLE REGULATIONS:

A. The Contractor shall comply with all local, state, and federal regulation regarding materials, methods of work, and disposal of excess and waste materials. The Contractor shall provide notices required by governmental authorities, request required inspections, obtain required permits, and pay for all associated fees.

1.7 REFERENCE STANDARDS:

A. American Concrete Institute (ACI):

1. ACI-318-95 Building Code Requirements for Reinforced Concrete
2. ACI-315-92 Details and Detailing of Concrete Reinforcement
3. ACI-347-94 Recommended Practice for Concrete Formwork

B. American Society for Testing and Materials (ASTM)

1. ASTM A-1064 Standard Specification for Carbon Steel Wire and Welded Wire Reinforcement
2. ASTM A-615-16 Standard Specification for Deformed and Plain Billet Steel Bars for Concrete Reinforcement
3. ASTM C-31-15 Standard Practice for Making and Curing Concrete Test Cylinders in the Field
4. ASTM C-33-16 Standard Specifications for Concrete Aggregates
5. ASTM C-39-16 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
6. ASTM C-94-16 Standard Specification for Ready-Mix Concrete
7. ASTM C-131-96 Standard Test Method for Resistance to Degradation of Small and Large Aggregate by Abrasion and Impact

8. ASTM C-136-14 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
9. ASTM C-143-15a Standard Test Method for Slump of Hydraulic Cement Concrete
10. ASTM C-150-16 Standard Specifications for Portland Cement
11. ASTM C-171-03 Standard Specifications for Sheet Materials for Curing Concrete
12. ASTM C-172-14a Standard Practice for Sampling of Freshly Mixed Concrete
13. ASTM C-206-14 Standard Specifications for Air Entraining Admixtures for Concrete
14. ASTM C-330-14 Standard Specification for Lightweight Aggregates for Structural Concrete
15. ASTM A-416 Standard Specification for Low Relaxation, Seven Wire Steel Strand for Prestressed Concrete
16. ASTM C-494-15a Standard Specification for Chemical Admixtures for Concrete
17. ASTM D-1751-04 (2013) Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction

C. Concrete Reinforcing Steel Institute (CRSI)

1. Manual of Standard Practice – 28th or most recent edition

1.8 SUBMITTAL REQUIREMENTS:

- C. General: The Contractor shall make the submittals identified below. Submittals shall be made and approved prior to the delivery of materials to the site and its incorporation into the work.

D. Concrete Mix Design:

1. Mix Design: Concrete mixes shall be designed by a Certified Laboratory and shall be approved by the Project Structural Engineer. Mix designs shall be proportioned so as to reduce plastic shrinkage cracking. The Contractor shall submit concrete mix designs in accordance with ACI- 301, Section 4. Results of laboratory tests performed within the previous six months indicating aggregates from the proposed source comply with the requirements of ASTM C-33 or ASTM C- 330, as applicable, shall be submitted with the mix design. A separate mix design shall be submitted for each type and strength of concrete required for the project.

PART 2 - MATERIALS

2.1 AGGREGATE BASE COURSE:

- A. Aggregate Base Course: The aggregate base course (ABC) shall consist of stones, gravel, and other inert material and shall be clean and free from vegetable matter and other deleterious substances. The plasticity index for the ABC shall not exceed 5. At least 30% of the aggregate material retained on the No. 8 sieve shall have at least one rough or angular surface produced by crushing. The aggregate base course material shall comply with the following gradation:

<u>Sieve Size:</u>	<u>Percent Passing:</u>
1"	100%
3/4"	90 - 100%
1/4"	45 - 75%
No. 200	0 - 10%

The Aggregate base course materials shall comply with the requirements of Section 303 (Aggregate Base Course) of the MAG Standard Specifications for Public Improvements.

2.2 MATERIALS FOR PORTLAND CEMENT CONCRETE:

- A. Portland Cement: Portland cement shall comply with ASTM C-150, Type II. Fly ash shall not be allowed. One brand of Portland cement shall be used for all concrete on the project.
- B. Normal Weight Aggregates: Aggregates shall comply with ASTM C-33. All aggregates used in exposed concrete shall be from a single source.
- C. Water: Water used shall be potable.
- D. Air-Entraining Admixture: Air entraining admixture shall comply with ASTM C-260.
- E. Water Reducing Admixture: Water reducing admixture shall comply with ASTM C-494.

2.4 MATERIALS FOR REINFORCEMENT OF PORTLAND CEMENT CONCRETE:

- A. Reinforcing Bars: Reinforcing bars shall comply with ASTM A-616, Grade 60. Stirrups and ties may be Grade 40.
- B. Steel Wire: Steel wire shall comply with ASTM A-82. Wire shall be 16 gauge and of the annealed type.
- C. Supports for Reinforcing Steel: Supports for reinforcing steel shall be of the wire bar type or precast concrete type meeting the requirements of the CRSI Manual of Standard Practice.

2.5 MATERIALS FOR FORMING:

- A. Forms for Concealed Concrete Surfaces: Forms shall be plywood, lumber, metal, or other acceptable material. Lumber shall be dressed on at least two edges and one side for a tight fit.
- B. Form Coatings: Form coatings shall be of a commercial formulation that will not bond with, stain, or adversely affect concrete surfaces and that will not subsequently impair treatments of concrete surfaces.

2.6 MATERIALS FOR JOINT CONSTRUCTION:

- A. Pre-Formed Construction Joint: Pre-formed construction joint forms shall be fabricated from 24 gauge galvanized steel and shall be shaped to form a continuous tongue and groove key.
- B. Pre-Formed Control Joint: Pre-formed control joints shall be fabricated from rigid plastic or corrosion resistant metal materials with removable top section.
- C. Expansion Joint Material: Expansion joint material shall be asphalt saturated fiberboard, 1/2" thick, meeting the requirements of ASTM D-1751.

PART 3 - EXECUTION

3.1 COORDINATION:

- A. Coordination: All cast-in-place concrete work shall be coordinated with sleeves, conduit, pipes, and other features to be installed below or through the concrete. Prior to placing concrete, locations and elevations of items to be installed below or within the cast-in-place concrete shall be verified.

3.2 SUBGRADE AND BASE-COURSE PREPARATION AND TESTING:

- E. Grading: Subgrade below slabs shall be brought to elevations and slopes required for the work. Trenches shall be excavated and graded for footings as required to provide footing depths and dimensions as detailed. All grades, depths, and slopes shall be confirmed prior to the placement of concrete.
- F. Placement of Base Course Material: Aggregate base course material shall be placed over the compacted and approved subgrade to the depth noted or shown on the plans. Fine grading shall be performed to provide a uniform surface for the placement of the slab-on-grade.
- G. Compaction: The subgrade and the aggregate base course(s) shall be compacted as noted on the project plans, or as specified, prior to the placement of concrete. If not noted, the subgrade and the base course shall be compacted to not less than 95% of the maximum laboratory density.
- H. Compaction Testing: The compaction of the subgrade and base courses shall be tested as noted below. Testing shall confirm that compaction is in compliance with the plans and specifications prior to proceeding with work. Re-compaction and retesting of all areas that fail initial testing shall be completed and repeated until satisfactory results have been obtained.
 - 1. Compaction Testing Frequency:
 - a. Compaction Testing under Slabs-on-Grade: One (1) Test per Each Slab

3.5 REINFORCING STEEL:

- A. General Requirements: Reinforcing shall be placed in accordance with CRSI Specification for Placing Bar and Supports.
- B. Cleaning of Reinforcing Steel: Steel shall be cleaned of loose rust, mill scale, earth, and other materials that will reduce or destroy the bond between the steel and the concrete.
- C. Placing of Reinforcing Steel: Reinforcing steel shall be accurately positioned, supported, and secured in accordance with the plans and approved shop drawings. Reinforcing steel shall be placed to provide minimum coverages. Tie bars and bar supports shall be arranged, spaced, and secured to hold steel in position during concrete placement operations. Tie wires shall be set so that wire ends are directed into concrete, not toward exposed concrete surfaces.
 - 1. Concrete Cover of Reinforcing Steel: Minimum cover shall be provided as identified below:
 - a. Bars larger than No. 5: Two Inches (2")
 - b. No. 5 Bars and Smaller: One and One-Half Inch (1-1/2")
- D. Lapping and Splicing of Rebar: Lap splices for rebar shall be 30 bar diameters or 18" in length, whichever is greater. Minimum laps for welded wire fabric shall be equal to the fabric's wire spacing.
- E. Reinforcing at Construction / Control Joints: Reinforcing steel shall be continued through construction joints unless otherwise noted. Reinforcing steel shall be discontinued two inches (2") from pre-formed construction joints in slabs-on-grade. Alternate longitudinal bars shall be cut in weakened plane control joints in walls.

3.6 FORMWORK INSTALLATION:

- A. Placement of Formwork: The formwork shall support the vertical and lateral loads that are applied until such loads can be supported by the concrete structure. The formwork shall be readily removable without damage to the concrete surfaces or adjacent improvements. Forms shall be

constructed to the sizes, shapes, lines, and dimensions shown. Surveys shall be performed to obtain accurate alignment(s). Recesses, chamfers, blocking, anchorages, inserts, and other features required for the work shall be provided for. Materials appropriate for required finishes shall be utilized. Joints shall be butted solidly and back-up at joints shall be provided to prevent leakage of concrete materials.

- B. Installation of Chamfer Strips: Chamfer strips shall be provided at exposed corners and edges and at other detailed or noted locations.
- C. Installation of Form Ties: Factory fabricated, adjustable length, removable or snap-off form ties designed to prevent damage to concrete surfaces upon removal shall be utilized.
- D. Cleaning and Tightening of Forms: Forms and adjacent surfaces shall be thoroughly cleaned to receive concrete. Chips, wood, sawdust, dirt, or other debris shall be removed before the placing of the concrete. Forms and bracing shall be retightened after concrete placement as required to eliminate leaks and maintain proper alignment.
- E. Application of Form Coatings: Contact surfaces of forms shall be coated with a form-coating compound before reinforcement is placed. The form coating compound shall be thinned with a thinning agent and applied as specified in the manufacturer's written instructions. Excess form coating compound shall not be allowed to accumulate in the forms or to come in contact with concrete surfaces against which fresh concrete will be placed.
- F. Installation of Embedded Items: Anchorage devices and other embedded items shall be set accurately. Setting drawings, diagrams, templates, and printed instructions shall be used as provided by the supplier. Embedded items shall be secured so that they are not displaced during the placement of concrete.

3.7 CONSTRUCTION OF CONCRETE JOINTS:

- A. Construction Joints: Construction joints that are not shown on the drawings shall be located and installed so as not to impair the strength and appearance of the structure or slab. Construction joints shall be placed perpendicular to the main reinforcement. Reinforcement shall be continued across construction joints unless otherwise noted.
- B. Keyways: Keyways at least 1-1/2" deep shall be provided in all construction joints in walls and slabs-on-grade.
- C. Preformed Construction Joint for Slabs on Grade: Preformed joint material shall be secured with galvanized steel stakes, 1/8" thick by 1-1/8" wide and with a 1-1/2" deep rib and tapered point. Joints shall be spliced with 24 gage galvanized steel splice plates.
- D. Isolation Joints in Slabs-on-Grade: Isolation joints shall be constructed in all locations where slabs on grade abut vertical surfaces such as columns or walls. Isolation joints shall be constructed with 1/2" thick expansion joint material.
- E. Control Joints in Slabs-on-Grade: Control joints shall be constructed using one of the following methods:
 - 1. Control Joints with Pre-Formed Strips: Pre-molded rigid plastic or metal strips shall be inserted into fresh concrete. Grooves for strips shall be cut using a ten foot (10') long straight edge cutting tool. The depth of the strip shall be one-fourth the depth of the slab. The strips shall be pressed into grooves such that the top of strip is level with the concrete surface. The removable top section, if any, shall be removed prior to troweling.

2. Saw-Cut Control Joints: Control joints shall be saw cut to provide a 1/8" wide void with a depth that is equal to 1/4 the depth of the slab. Saw cuts shall be made with diamond or silicon- carbide tipped blades. Joints shall be made after the concrete has hardened sufficiently to prevent damage to the concrete surface. Except as may be approved by the Owner's Representative, saw cut joints shall be cut within 12 hours of the completion of the pour.
3. Tooled Control Joints: Tooled control joints may be utilized unless otherwise noted, detailed, or specified. Joints shall be tooled using a joint tool that provides a radiused edge as detailed with a depth equal to 1/4 the depth of the slab. Joint spacing shall be as noted or shown on the project plans. Unless otherwise shown or detailed, joints shall be perpendicular to the edge of the slab.

3.8 PROPORTIONING AND MIXING OF PORTLAND CEMENT CONCRETE:

- A. Proportioning and Mixing of Materials for Portland Cement Concrete: Mix designs shall be prepared for each type and strength of concrete as specified in ACI-301, Section 4. A written Mix Design Report shall be submitted to the Owner's Representative for each proposed mix. Mix designs shall be submitted not less than 15 calendar days before the start of the concrete work. Concrete production shall not begin until mix designs have been reviewed and approved.
- B. Admixtures:
 1. Air Entraining Admixture: An air entraining admixture shall be used for all concrete. The entrained air content for all exterior concrete shall be between four percent (4%) and seven percent (7%).
 2. Water Reducing Admixture: A water reducing admixture, conforming to ASTM C-494, Type A shall be used in all concrete unless otherwise approved by the Owner's Representative.
 3. Other Admixtures: No other admixture shall be used without the written approval of the Owner's Representative.

3.9 MINIMUM REQUIREMENTS FOR COMPRESSIVE STRENGTH OF CONCRETE:

- A. Minimum Requirements for Compressive Strength of Concrete: All concrete shall comply with ASTM C-94 and shall attain the following minimum strength(s) at 28 days.

1. Concrete for Slabs-on-Grade: 3,000 psi

3.10 TRANSPORT OF PORTLAND CEMENT CONCRETE:

- A. Transport of Portland Cement Concrete: Concrete shall be transported to the job site in accordance with ASTM C-94, Standard Specification for Ready-Mix Concrete.

3.11 CONCRETE PLACEMENT:

- A. General Requirements: Concrete shall be placed in accordance with ACI-301.
- B. Placement of Concrete: Concrete shall be placed in continuous layers not deeper than twenty-four inches (24"). Concrete shall not be placed against concrete that has hardened sufficiently to cause the formation of a seam or plane of weakness. If a section cannot be placed continuously, construction joints shall be provided. Concrete shall be deposited as close as practicable to its final location to avoid segregation. Vibrators shall not be used to transport concrete.

- C. Protection of Reinforcement: Reinforcement shall be maintained in its proper position during concrete placement operations.
- D. Consolidation: Concrete shall be consolidated immediately after placing by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping. Equipment and procedures for consolidating concrete shall be in accordance with ACI recommended practices.
- E. Strike-Off and Floating: Slab surfaces shall be brought to the correct level with a straightedge and struck-off. Bull floats or darbies shall be used to smooth the surface of the concrete. The surface shall not be disturbed prior to beginning finishing operations.

3.12 FINISHING OF SLAB SURFACES:

- A. Float Finish: Floating shall begin when surface water has disappeared and concrete has stiffened sufficiently to permit operation of power-driven or hand floats. The surface shall be consolidated with power driven or hand float equipment. The surface plane shall be checked and leveled to a tolerance of 1/16" or less in 10' when tested with a 10' straightedge.
- B. Surface Texture: Surface texture(s) shall be applied as noted or detailed and in accordance with approved sample panels.

3.13 SURFACE TOLERANCES:

- A. Surface Tolerances: The court slab surface shall be uniform following the grades and slopes noted on the drawings without depressions or humps. The surface, when checked with a ten foot straight edge, shall not vary more than 1/8" in 10' in any direction.

3.14 CURING AND PROTECTION OF CONCRETE:

- A. General Requirements: Freshly placed concrete shall be protected from premature drying, excessively hot or cold temperatures, and mechanical injury. Curing shall begin immediately after free water has disappeared from the concrete surface following placing and finishing. Curing shall continue for at least seven days using one of the following methods:
 - 1. Moisture Retaining Cover Curing: Freshly placed concrete shall be protected with a moisture retaining cover, placed in the widest practicable widths and with ends and sides lapped and sealed. All holes and tears in the cover shall be repaired during the curing period.
 - 2. Curing Compound Curing: The use of a liquid, membrane-forming curing compound is prohibited so as to not impact the bonding of the color-coat surfacing to the concrete slab.

3.15 REMOVAL OF FORMS:

- A. General: Damage to the concrete shall be prevented when the forms are stripped.
- B. Schedule for Removal: Concrete formwork shall remain in place until such time as the prestressing work has been completed and approved by the Project Structural Engineer.
- C. Reuse of Forms: When forms are intended to be reused for subsequent concrete placement, surfaces that will be adjacent to the concrete shall be thoroughly cleaned prior to reuse. Patched forms shall not be used for exposed concrete surfaces.

3.16 FIELD QUALITY CONTROL AND SAMPLING REQUIREMENTS:

- A. Owner's Responsibilities for Testing: The Owner shall employ a qualified testing laboratory to conduct sampling, perform testing, and prepare / submit written test reports for the concrete.
- B. Contractor's Responsibilities for Testing: The Contractor shall notify the testing laboratory when the subgrade and base course are ready for compaction testing. The Contractor shall also notify the testing laboratory of his proposed schedule for all concrete pours. The minimum lead time for notification shall be as established by the testing laboratory and the Contractor.
- C. Sampling and Testing Requirements:
1. Sampling: The sampling of fresh concrete shall be in accordance with ASTM C-172.
 2. Slump: The testing of concrete slump shall be in accordance with ASTM C-143. One (1) slump test shall be performed for each load at the point of discharge.
 3. Compressive Test Specimens: Test specimens shall be taken in accordance with ASTM C-31. One set of four (4) standard cylinders shall be taken for each 50 cubic yards, or fraction thereof, for each type or class of concrete placed during any day, unless otherwise directed. Test specimens shall be molded, transported to the laboratory, and cured for subsequent compressive strength testing.
 4. Compressive Strength Testing: Tests shall be performed in accordance with ASTM C-39. One specimen shall be tested at 7 days, two at 28 days, and one specimen shall be retained for later testing, if needed.
 - a. Additional Tests: The testing laboratory will perform additional tests, including in-place tests, when test results indicate specified concrete compressive strength has not been attained. The testing may be by cored cylinders complying with ASTM C-42 or by other methods as directed by the Owner's Representative. The Contractor shall pay for such additional tests, and any other investigations and testing work as may be required, when unacceptable concrete is identified.
 5. Distribution of Written Test Results: Written test results for all compaction, compressive strength, and other tests shall be distributed by the testing laboratory to the Owner, the Contractor, and the Architect / Engineer / Landscape Architect.

3.17 GUARANTEE:

- A. The Contractor shall guarantee the concrete slab to be free from defects in materials and workmanship for a period of five years following the date of Final Acceptance of the Work. Should the court slab fail during the guarantee period, the Contractor agrees to perform all required repair and/or replacement work at no cost to the Owner.

PART 4 – BASIS OF PAYMENT

4.1 CONCRETE PADS UNDER RAMADAS:

The accepted quantity of CONCRETE PADS UNDER RAMADAS for existing ramadas at Leffingwell park will be paid for at the contract unit price, complete in place, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the work in conformance with the requirements of this item and the project plans, or as may be directed by the Engineer.

4.2 CONCRETE SIDEWALK:

The accepted quantity of CONCRETE SIDEWALK at Leffingwell Park will be paid for at the contract unit price, complete in place, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the work in conformance with the requirements of this item and the project plans, or as may be directed by the Engineer.

4.3 CONCRETE UNDER RELOCATED 20-ft x 20-ft RELOCATED RAMADA

Payment to provide, complete in place, the concrete slab under the 20-ft x 20-ft ramada relocated from Hunt Park shall be included in ITEM 8 RELOCATE EXISTING RAMADA and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the work in conformance with the requirements of this item and the project plans, or as may be directed by the Engineer.

END OF SECTION

ITEM 18 – PARK MONUMENT SIGN

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

D. The work covered by this Section includes, but is not limited to:

1. Fabrication and finishing of Park Monument Sign. **The Town must be given the opportunity to approve the design of the sign before it is fabricated and installed.**

1.2 COORDINATION:

A. The Contractor shall coordinate all metal fabrication, finishing, and installation work with the Owner's Representative. Work that is completed or in-progress shall be protected during the installation of fabricated metal items. The Contractor shall notify the Owner's Representative of field conditions which prevent the fabrication and / or installation of fabricated metal items as shown.

1.3 COMPLIANCE WITH APPLICABLE REGULATIONS:

A. The Contractor shall comply with all local, state, and federal regulation regarding materials, methods of work, and disposal of excess and waste materials. The Contractor shall provide notices required by governmental authorities, request required inspections, obtain required permits, and pay for all associated fees.

1.4 SUBMITTAL REQUIREMENTS:

- G. General: The Contractor shall make the submittals identified below. Submittals shall be made and approved prior to the delivery of materials to the site and its incorporation into the work.
- H. Shop Drawings: The Contractor shall submit shop drawings detailing the sign, fabrication and installation of each item required. The shop drawings shall provide plans, elevations, sections, and details as appropriate for the work.

1.5 PROJECT / SITE CONDITIONS:

- A. Field Measurements: The Contractor shall be responsible for verifying field conditions and taking field measurements prior to the submittal of shop drawings and the fabrication of metal items.

PART 2 - MATERIALS

2.1 STEEL PLATE, SHAPES, AND BARS:

- A. Steel Plate, Shapes, and Bars: Steel plate, shapes, and bars, shall comply with ASTM A-36.

2.2 CMU UNITS:

- A. Concrete Masonry Units: shall comply with ASTM C-90.

PART 3 - EXECUTION

3.1 FABRICATION:

- A. General: Only materials that are free from surface blemishes including pitting, seam marks, roller marks, and roughness shall be used.
- B. Shop Assembly: Items shall be pre-assembled in shop to the extent possible so as to minimize requirements for field assembly.
- C. Workmanship: Materials shall be used of the size and thickness shown, or if not shown, of the size and thickness required to produce adequate strength and durability of the finished product for the intended use. Items shall be fabricated true to line and level with accurate angles.

3.2 FINISHING:

- A. Painting: In the shop, one (1) coat of primer and two (2) coats of finish paint shall be applied. Surface preparation, application techniques, drying times, and other procedures shall be as recommended by the primer and paint manufacturers.
 - 1. Shop Painting: To the extent possible, all metal fabrications shall be primed and painted in the shop prior to delivery to the site.
 - 2. Field Painting and Touch-Up: Metal items fabricated, welded, or assembled in the field shall be cleaned and prepared for painting as specified herein. All shop applied paint finishes that are damaged or modified by welding, grinding, or other installation activities shall be prepared, re-primed, and re-painted in the field as specified.

3.4 ADJUSTING AND CLEANING:

- A. Clean-Up and Touch-Up: All fabricated metal panels, rails, and other items shall be cleaned-up as required. Damaged paint shall be touched-up with the specified paint type and color.

3.5 SITE CLEAN-UP:

- A. Site Clean-Up: The Contractor shall perform cleaning operations during the installation of the work and upon completion of the project and shall remove from the site all excess materials, debris, and equipment. The Contractor shall legally dispose of all excess and waste materials and shall repair all damage resulting from metal fabrication and installation work.

PART 4 – BASIS OF PAYMENT

4.1 PARK MONUMENT SIGN:

The accepted quantity of PARK MONUMENT SIGN for Leffingwell Park will be paid for at the contract lump sum price, complete in place, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the work in conformance with the requirements of this item and the project plans, or as may be directed by the Engineer.

END OF SECTION

ITEM 19 – CHAIN LINK FENCING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

- A. The work covered by this Section includes, but is not limited to:
 - 1. The removal / reinstallation / modification of chain link fence north of the skate park to install a 8-ft wide AC path between skate park fencing and vehicle storage yard.
- B. The extent of the work is shown on the drawings and details.

1.2 COORDINATION:

- A. The Contractor shall coordinate all fencing work with the Owner's Representative. Work that is completed or in-progress shall be protected during the removal / reinstallation / modification / installation of the fencing and gates. The Contractor shall notify the Owner's Representative of field conditions that prevent the installation / reinstallation of the fencing and gates as shown.

1.3 COMPLIANCE WITH APPLICABLE REGULATIONS:

- A. The Contractor shall comply with all local, state, and federal regulation regarding materials, methods of work, and disposal of excess and waste materials. The Contractor shall provide notices required by governmental authorities, request required inspections, obtain required permits, and pay for all associated fees.

1.4 REFERENCE SPECIFICATIONS:

- A. American Society for Testing and Materials
 - 1. ASTM-F-567-14a Standard Practice for Installation of Chain Link Fence
 - 2. ASTM-A-392-11a Standard Specification for Zinc Coated Chain Link Fence Fabric
- B. American Welding Society
 - 1. AWS D1.1 Structural Welding Code

1.7 SUBMITTAL REQUIREMENTS:

- A. General: The Contractor shall make the submittals identified below. Submittals shall be made and approved prior to the delivery of materials to the site and its incorporation into the work.

- B. Product Specification Sheets: The Contractor shall submit digital copies of product specification sheets for all new fencing materials and hardware to be utilized on the project to the Owner's Representative for review and approval. The specification sheets shall be highlighted to indicate the materials / options to be provided. No material shall be delivered to the site and / or incorporated into the work until the required submittal for that material has been made and approved.
- C. Shop Drawings: The Contractor shall submit to the Owner, for review and approval, digital copies of the shop drawings for the fabrication of gates and other items as may be noted on the drawings.

PART 2 - MATERIALS

2.1 CHAIN LINK FABRIC:

- A. New Chain Link Fabric: Where required, the fabric for fencing and gates shall be 9 Gauge with one- and-three-quarter inch (1-3/4") weave. Fabric shall be hot dipped galvanized with not less than 1.2 oz. of zinc per square foot. Galvanizing shall be applied before weaving. Top and bottom selvages shall be knuckled. Fabric shall be new.

2.2 CHAIN LINK FENCE AND GATE FRAMING MEMBERS / MATERIALS:

- A. Framing Members: Framing members, including all posts, rails, braces, and gate frames, shall be Type I pipe, Schedule 40, or SS-40 hot dipped galvanized pipe / tube with not less than 1.8 oz. of zinc per square foot of surface. Posts and rails shall have caps to exclude moisture.
- B. Corner and End Posts: Corner and end posts up to six feet (6') tall shall have an O.D. of 2.875". Corner posts over six feet (6') tall shall have an O.D. of 4.00 inches unless otherwise noted on the project plans.
- C. Gate Posts: Gate posts for leaves up to six feet (6') tall shall have an O.D. of 2.875". Gate posts for leaves over six feet (6') shall have an O.D. of 4.00 inches unless otherwise noted on the project plans.
- D. Line Posts: Line posts up to six feet (6') high shall have an O.D. of 2.00". Line posts greater than six feet (6') shall have an O.D. of 2.875" unless otherwise noted on the project plans.
- E. Gate Frames: Gate frames shall be constructed of the specified pipe material and shall have an O.D. of 2.00" unless otherwise noted on the project plans. Gate frames shall be braced with mid- point bracing.
- F. Rails: Bottom, intermediate, and top rails shall have an O.D. of 1.625". Expansion couplings shall be provided as needed.
- G. Post Extensions: Extensions welded to the top of the existing perimeter fence corner, gate, and line posts shall match the size and type of the existing post.

2.3 CHAIN LINK FENCE FITTINGS AND ACCESSORIES:

- A. Fence Fittings: Except as may be approved by the Owner, all fittings used in the reinstallation of the existing perimeter fence and the construction of new fences and gates shall be new.
- B. Post Brace Rod: Post brace rod shall be constructed of 0.375" galvanized steel rod with adjustable tightener. Rod and tightener shall be hot-dipped galvanized.

- C. Post Caps: All posts shall be fitted with a post cap to exclude moisture. Caps shall be constructed of malleable steel with galvanized steel finish. Caps shall allow for passage of top rail as appropriate. Post caps shall be welded to the post or secured in a manner acceptable to the Owner's Representative.
- D. Rail Caps: Rail caps shall be constructed of malleable steel with 7/8" beveled steel brace hand.
- E. Stretcher Bars: Stretcher bars shall be not less than 3/16" by 3/4" in cross section and shall be not less than 2" shorter than the nominal height of the fabric with which they are used. Stretcher bars shall be constructed of galvanized steel.
- F. Stretcher Bar Bands: Bands for securing stretcher bars and fabric to terminal posts shall be formed from flat or beveled steel and shall have a minimum thickness after galvanizing of 0.078" and a minimum width of 3/4". Attachment bolts shall be 5/16" diameter galvanized carriage bolts with nuts.
- G. Fabric Clips: Clips for securing fabric to posts and rails shall be 9-gauge galvanized steel wire clips. Clips for securing windscreen to the chain link fabric shall be corrosion resistant hog-rings.

PART 3 - EXECUTION

3.1 WORKMANSHIP:

- A. Workmanship: All fence installation work shall meet the requirements of ASTM F-567 (Part 3) and shall be as approved by the Owner's Representative.

3.2 CHAIN LINK FENCE INSTALLATION:

- A. Posts: Corner, end, line, and gate posts shall be modified / installed as detailed. The Contractor shall remove and replace the existing concrete header as required for post / footing construction.
- B. Braces and Rails: Braces shall be installed / replaced at corners and at gates, and post caps shall be installed as detailed. Expansion couplings shall be installed along rails as required.
- C. Fabric: Fabric shall be pulled taught and secured to terminal posts with a stretcher bar.
- D. Clips: Fabric shall be secured to posts, rails, and braces at intervals not exceeding fifteen inches (15") on-center. Clips shall be new.

3.4 CLEAN-UP:

- A. Clean-up: The Contractor shall clean-up all debris and excess materials during and upon completion of the work.

3.5 GUARANTEE:

- A. Guarantee: The Contractor shall guarantee all fencing and gates to be free from defects in (new) materials and workmanship for a period of two years. A written guarantee shall be submitted to the Owner's Representative prior to Final Acceptance of the Work.

PART 4 – BASIS OF PAYMENT

4.1 CHAIN LINK FENCING:

The accepted quantity of CHAIN LINK FENCING for Leffingwell Park will be paid for at the contract lump sum price, complete in place, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the work in conformance with the requirements of this item and the project plans, or as may be directed by the Engineer.

DEMOLITION

ITEM 20 – REMOVE EXISTING EQUIPMENT

ITEM 21 – REMOVE EXISTING VEGETATION AND CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. The Drawings and the General Provisions of the Contract, including all General and Supplementary Conditions and Supplements and Amendments to the General Conditions of the Contract, apply to the work specified in this section.

1.2 DESCRIPTION OF WORK:

- A. The work covered by this Section includes, but is not limited to:
 - The removal of fencing, concrete, vegetation, landscape surfacing, and other existing site improvements as noted on the project plans as required for the Work
 - Disposal of waste materials as generated by the demolition work
- B. The extent of the demolition work is shown on the drawings and details.

1.3 COORDINATION:

- A. The Contractor shall coordinate all demolition work with the Owner's Representative. Work that is completed or in-progress shall be protected during the execution of the demolition work. The Contractor shall notify the Owner's Representative of field conditions that prevent the execution of the demolition work as shown.

1.4 COMPLIANCE WITH APPLICABLE REGULATIONS:

- A. The Contractor shall comply with all local, state, and federal regulation regarding materials, methods of work, and disposal of excess and waste materials. The Contractor shall provide notices required by governmental authorities, request required inspections, obtain required permits, and pay for all associated fees.

1.5 GENERAL REQUIREMENTS:

- A. A Contractor shall be responsible for the protection of existing structures, utilities, and pavements in the vicinity of the demolition work.
- B. Backfill material used to backfill areas after demolition and removals shall be in accordance with these specifications and as noted on the project plans.

PART 2 - MATERIALS

Not Applicable

PART 3 - EXECUTION

3.1 SAFETY REQUIREMENTS:

- A. The Contractor shall be responsible for the implementation of safety programs as may be required or appropriate for the demolition work.

3.2 DUST CONTROL AND AIR QUALITY:

- A. The Contractor shall obtain an "Air Quality Permit" prior to the start of demolition work and shall comply with the requirements of the subject permit during the course of demolition and removal work.

3.3 BLUE-STAKING:

- A. Prior to the start of and demolition work, the subject area shall be blue-staked to identify the location and type of underground utilities. Blue-staking shall be kept current during the course of the project. All utilities damaged by the Contractor shall be repaired or replaced, as directed by the Owner's Representative or appropriate utility company, at no cost to the Owner.

3.4 DEMOLITION AND REMOVAL WORK:

- A. The Contractor shall perform the Removal of structures, pavements, and obstructions in accordance with Section 201 (Clearing and Grubbing) and Section 202 (Removal of Structures and Obstructions) of the MAG Standard Specifications (most recent edition).
- B. Blasting and the use of explosives is not permitted.
- C. The Contractor shall perform demolition, stockpiling, and removal operations to ensure minimum interference with existing roads, streets, sidewalks, bicycle lanes, utilities, and other adjacent facilities.
- D. The Contractor shall backfill and compact all excavations created by demolition and removal work in accordance with these specifications and as noted on the project plans.
- E. The Contractor shall use water sprinkling or other dust palliative methods to limit dust created by demolition work. Compliance with air quality regulations shall be the responsibility of the Contractor. All claims and complaints related to dust and debris damage and nuisance to people or property shall be borne solely by the Contractor.
- F. The Contractor shall not apply water or other dust palliatives in such a manner as to create hazardous or objectionable conditions, such as ice, flooding and / or stormwater pollution.
- G. The Contractor shall protect adjacent structured and improvements from damage resulting from demolition work. The Contractor, at his sole expense, shall repair or replace adjacent structures and improvements that are damaged by his activities. Remedial work shall be as approved by the Owner's Representative.
- H. The Contractor shall use saw cutting to establish the limits of pavement, curb, and sidewalk removal. Saw cuts shall be the full depth of the pavement or structure.

- I. The removal limits shown on the drawings represent the minimum removal limits. Should construction activities damage additional areas or surfacing, the edge of the surfacing shall be cut back, beyond the limit of the damage, and replaced.
- J. When asphaltic concrete (AC) pavement removal limits are within three (3) feet of an existing curb or edge of pavement, the Contractor shall remove and replace the AC pavement back to the curb or edge of pavement.
- K. When sidewalk, curb, or curb and gutter removal limits are within three (3) feet of an existing edge, control joint, or expansion joint, the Contractor shall remove and replace the sidewalk, curb, or curb and gutter to the existing edge or joint.
- L. In sidewalks and rigid pavements, the Contractor shall saw cut the sidewalk or pavement in such a manner that will facilitate the replacement of the pavement matching the existing joint pattern.

3.5 VERIFICATION AND PROTECTION OF UTILITY SERVICES:

- A. The Contractor shall verify the status of all utility lines and services encountered during the demolition work prior to any disturbance to the subject utility line or service. Appropriate sections of these specifications shall be referred to for requirements associated with modification to existing utilities.

3.6 DISPOSAL OF DEMOLISHED MATERIALS:

- A. The Contractor shall promptly remove from the site all debris, rubbish, and other materials resulting from the demolition work. Debris and rubbish shall not be allowed to accumulate on the site.
- B. The burning of waste materials is not allowed.
- C. All waste materials not scheduled to be salvaged shall become the property of the Contractor.
- D. The Contractor shall dispose of all waste materials in accordance with applicable Local, State, and Federal regulations. The contractor shall bear all costs associated with the disposal of waste materials.
- E. Cement-Asbestos Pipe, if encountered, shall be disposed of by the Contractor in accordance with all applicable Local, State and Federal regulations.

3.7 CLEAN-UP:

- A. The Contractor shall perform clean-up activities during the course of the demolition work and upon completion of the demolition activities. The Contractor shall remove all excess and waste materials and legally dispose of them off site. The Contractor shall leave areas where demolition has occurred in a neat, clean, and safe condition.

END OF SECTION

ITEM 22 – FORCE ACCOUNT WORK (Repair or Replace Existing Irrigation System)
ITEM 23 – NEW GRASS SEED

1.1 DESCRIPTION OF WORK:

- A. The work covered by this Section includes, but is not limited to, the:
- a. Evaluation and determine the work necessary to get irrigation system of Keeline Park athletic fields in working order.
 - b. Repair or replace the existing irrigation system of Keeline Park
 - c. Surface Preparation of Keeline Park athletic fields
 - d. Hydroseeding of the athletic fields
 - e. Clean up of soil, debris, and excess materials from the project site
 - f. Initial maintenance of the landscape improvements

1.2 COORDINATION:

- A. The Contractor shall coordinate all planting and related landscape work with the Owner's Representative. Work that is completed or in-progress shall be protected during installation of landscape plantings. The Contractor shall notify the Owner's Representative of field conditions that prevent the installation of landscape improvements as shown.

1.3 COMPLIANCE WITH APPLICABLE REGULATIONS:

- A. The Contractor shall comply with all local, state, and federal regulations regarding materials, methods of work, and disposal of excess and waste materials. The Contractor shall provide notices required by governmental authorities, request required inspections, obtain required permits, and pay for all associated fees.

PART 2 - MATERIALS

2.1 MATERIALS FOR HYDROSEEDING

- A. Turf Type Bermuda
- B. Wood Fiber Mulch: Mulch shall be virgin or recycled wood cellulose fiber produced specifically for hydraulic application and shall not contain any germination or growth inhibiting substances. The mulch shall contain a temporary, non-toxic green dye to aid in the uniform application of the mulch slurry. When applied to the soil surface, the mulch shall form an absorbent cover that allows for the percolation of water into the underlying soil.
- C. Water: Water shall be potable.

2.2 PRESERVATION FENCING:

- D. Preservation Fencing: Preservation fencing for identifying the limits of areas to be preserved during construction shall be heavy-duty, high-visibility, UV resistant, polypropylene plastic mesh fencing. Color shall be OSHA Orange. Height shall be as detailed or noted on the project plans.
 - Posts for Preservation Fencing: Posts shall be heavy-duty painted or galvanized steel "T" posts with a weight of not less than 1.25 lbs. per linear foot of post.

PART 3 - EXECUTION

3.1 BLUE STAKING

- A. Blue Staking: The Contractor shall have the work area Blue Staked prior to the start of any landscape excavation work. Blue Staking shall be kept current during the course of the project. All utilities damaged by the Contractor shall be repaired or replaced by the

Contractor, as required by the Owner or appropriate utility company, at the Contractor's expense.

3.2 INSTALLATION OF PRESERVATION FENCING:

- A. Installation of Preservation Fencing: The Contractor shall install fencing, as detailed, around the perimeter of areas to be preserved. Fencing shall be installed prior to the start of any clearing, excavation, or other construction activity. The location of the fence shall be as shown or noted on the project plans. Except as may be directed by the Owner's Representative, all preservation fencing shall be removed prior to Final Acceptance of the Work.

3.3 TREES AND SHRUBS TO BE PRESERVED IN PLACE

- A. Existing trees and shrubs within the designated limits of work and not identified as to be removed shall be preserved-in-place. Cleared plant material shall be removed from the site. Disposal location and the manner of disposal shall be as approved the Owner's Representative.

Plants that are damaged by the Contractor's activities shall be replaced with boxed specimen plants of the same species as the plant damaged. Replacement trees shall be 48" box size, minimum. Replacement shrubs shall be 24" box size, minimum. Replacement plants shall be provided and installed at the Contractor's expense.

3.5 LANDSCAPE MAINTENANCE:

- d. Maintenance During Construction: The Contractor shall maintain all landscape improvements during project construction. Maintenance shall include, but not be limited to: weed removal, clean-up, and herbicide application. Maintenance during construction shall continue until issuance of a Certificate of Substantial Completion.
- e. Inspection of Completed Landscape Planting Work: Upon completion of the landscape work, the Contractor shall notify the Owner's Representative who will schedule an inspection of the landscape improvements. During the inspection items that are incomplete or that must be repaired or replaced will be identified. Completion or correction of items noted will be required prior to the issuance of a Certificate of Substantial Completion.
- f. Maintenance after Substantial Completion: After issuance of a Certificate of Substantial Completion, the Contractor shall continue to operate and maintain the landscape improvements for a period of 14 consecutive calendar days. After satisfactory completion of the maintenance period, the Owner will assume responsibility for landscape maintenance.
- Suspension of Initial Contractor Maintenance Period for Non-Compliance: Failure to comply with the maintenance requirements specified herein, as determined by the Owner's Representative, will result in the number of days being credited to the initial 14 day maintenance period being suspended. The suspension will remain in effect until such time as the remedial action(s) required by the Owner's Representative have been implemented by the Contractor.

PART 4 – BASIS OF PAYMENT

4.1 IRRIGATION REPAIR OR REPLACEMENT:

The compensation for actual cost work performed by the Contractor (Subcontractor) shall be determined per section 109.5 of the MAG Standard Specifications.

4.2 NEW GRASS SEED:

The accepted quantity of NEW GRASS SEED for Keeline Park will be paid for at the contract lump sum price, complete in place, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the work in conformance with the requirements of this item and the project plans, or as may be directed by the Engineer.

ITEM 24 - NEW SHADE STRUCTURE OVER BLEACHERS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

E. The work covered by this Section includes, but is not limited to:

1. Install new shade structure over bleachers at Keeline Park

1.2 COORDINATION:

A. The Contractor shall coordinate all metal fabrication, finishing, and installation work with the Owner's Representative. Work that is completed or in-progress shall be protected during the installation of fabricated metal items. The Contractor shall notify the Owner's Representative of field conditions which prevent the fabrication and / or installation of fabricated metal items as shown.

1.3 COMPLIANCE WITH APPLICABLE REGULATIONS:

A. The Contractor shall comply with all local, state, and federal regulation regarding materials, methods of work, and disposal of excess and waste materials. The Contractor shall provide notices required by governmental authorities, request required inspections, obtain required permits, and pay for all associated fees.

1.4 SUBMITTAL REQUIREMENTS:

- I. General: The Contractor shall make the submittals identified below. Submittals shall be made and approved prior to the delivery of materials to the site and its incorporation into the work.
- J. Manufacture's Specifications: The Contractor shall submit manufacture's specifications detailing the new equipment, fabrication and installation of each item required. The shop drawings shall provide plans, elevations, sections, and details as appropriate for the work. Templates shall be provided for all anchors required.

1.5 PROJECT / SITE CONDITIONS:

- A. Field Measurements: The Contractor shall be responsible for verifying field conditions and taking field measurements prior to the submittal of shop drawings and the fabrication of metal items.

PART 2 - MATERIALS

- 2.1 SHADE STRUCTURE: Skyways Hip Shade 20' x 20' with 10' entry height, per Landscape Structures, Inc or approved equal.

- Color: Orange or approved by Town

PART 3 - EXECUTION

- 3.1 INSTALLATION: Per manufactures instructions and recommendations.

3.2 ADJUSTING AND CLEANING:

- A. Clean-Up and Touch-Up: All fabricated metal panels, rails, and other items shall be cleaned-up as required. Damaged paint shall be touched-up with the specified paint type and color.

3.3 SITE CLEAN-UP:

- A. Site Clean-Up: The Contractor shall perform cleaning operations during the installation of the work and upon completion of the project and shall remove from the site all excess materials, debris, and equipment. The Contractor shall legally dispose of all excess and waste materials and shall repair all damage resulting from metal fabrication and installation work.

PART 4 – BASIS OF PAYMENT

4.1 NEW SHADE STRUCTURE OVER BLEACHERS:

The accepted quantity of NEW SHADE STRUCTURE OVER BLEACHERS for Keeline Park will be paid for at the contract unit price, complete in place, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary for the work in conformance with the requirements of this item and the project plans, or as may be directed by the Engineer.

END OF SECTION

SPECIAL PROVISIONS

PART 2

PROVIDED BY THE TOWN OF HUACHUCA CITY

FOR

TOWN OF HUACHUCA CITY PARK IMPROVEMENTS

SECTION 925 - CONSTRUCTION SURVEYING AND LAYOUT

925-1 Description:

All work under this section shall be in accordance with the requirements of SECTION 925 of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition as revised. Should the survey find a major discrepancy between the project plans and field conditions, the Contractor shall contact the Agency Construction Manager to determine what action is to be taken.

925-2 Materials, Personnel and Equipment:

In the first sentence of the third paragraph replace “The Department” with “The Contractor”.

925-3 Construction Requirements:

Add the following to this Subsection the Standard Specifications, as modified herein:

“The Contractor shall provide RECORD DRAWINGS showing the locations and depth (horizontal and vertical) of all items constructed; all preexisting facilities/items encountered during the construction that are to remain in place shall be shown thereon. The information shall be shown on a set of full size approved construction drawings. The Record Drawings shall be updated daily by the Contractor and all Subcontractors. The Contractor shall submit the signed and dated “Record Drawings”, along with an electronic copy, to the Town of Huachuca City no later than sixty (60) calendar days after completion and acceptance of the Project. Record Drawings shall be sealed by an RLS or Registered Professional Engineer, and a letter shall be provided sealed by the RLS or Registered Professional Engineer certifying that all construction survey layout for line and grade staked on the project(s) were staked according to plan, all elevations, stations and offsets are according to plans, and any deviation there from are shown on the Record Drawings sealed as As-Built Plans.

Final acceptance will not be made, and retention shall not be released until the final Record Drawings are submitted, reviewed and accepted by the Town of Huachuca City.

No direct measurement or direct payment will be made for this work; the cost thereof shall be considered as being included or incidental to construction survey and layout as provided for by Item No. 9250001 in the Bid Schedule.”

925-4 MEASUREMENT:

Construction surveying and layout shall be measured as a lump sum and shall include all equipment, labor, materials, and other incidental items necessary to complete all surveying and layout work required for the construction of the various items included in this contract.

925-5 BASIS OF PAYMENT:

Payment for the construction and surveying work, as specified herein, shall be paid for at the contract lump sum price.

SUB-CONTRACTORS AND MATERIAL SUPPLIERS LIST

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

Specialty	Sub-contractor/Material Supplier Name	License #

BID BOND
HUACHUCA CITY
PARK IMPROVEMENTS
CDBG #126-21

(Penalty of this bond must not be less than 5% of the base bid amount plus alternate)

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned, _____ as Contractor, hereinafter called the Principal, and a corporation duly organized and existing under and by virtue of the laws of the State of Arizona and authorized to do business in the State of Arizona, as Surety, hereinafter called the Surety, are held and firmly bound unto Huachuca City, Arizona as Owner in the penal sum of _____ dollars (\$_____) for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal has submitted to Huachuca City, the accompanying Bid Proposal, attached hereto and hereby made as part hereof to enter into a contract in writing for "Sealed Bids – Park Improvements (CDBG #126-21)" and is hereinafter referred to as the Bid.

NOW THEREFORE, if the Owner shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such bond or bonds as may be specified in the Bidding or Contract Document with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Bid, then the obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS __ day of _____, 2022.

Principal _____

By _____

Attest: Surety _____

Title _____

Attest By _____

Title _____

CONSTRUCTION AGREEMENT

THIS AGREEMENT, entered into this _____, 2022, by and between Huachuca City, State of Arizona (hereinafter called the "TOWN") acting herein by Suzanne Harvey, Town Manager of Huachuca City, hereunto duly authorized, and _____ (hereinafter called the "CONTRACTOR") acting herein by _____, hereunto authorized.

WITNESSETH THAT:

The TOWN desires to engage the CONTRACTOR to render construction services for the Parks Improvements Project, CDBG Contract #126-21.

NOW, THEREFORE the parties do mutually agree as follows:

1. Work

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

This project is for improvements to Leffingwell Park and, as an alternate, to Keeline Park as follows: Leffingwell Park-relocate fencing on north side of Skate Park/Tennis/Basketball Court; remove existing concrete pipes and slide; clean, grade, and prep AC path around park; clean and prep concrete pads under existing and relocated ramandas; clean and prep area of playground, sidewalk, swings, and monkey bars; rip and prep turf area; install electrical; install sod; install water fountains, grills, bike rack, garbage can, and sign; concrete surface rehab; and replace fixtures in restrooms. Keeline Park (alternate)-repair and replace existing irrigation system; hydroseed Keeline Park Athletic Field; and install new shade structure over bleachers.

2. Contract Times

The work will be completed and ready for final payment within one hundred and twenty (120) calendar days of the date in the Notice to Proceed.

3. Liquidated Damages

TOWN and CONTRACTOR recognize that time is of the essence of this Agreement and that the TOWN will suffer financial loss if the work is not completed within the time specified. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, the TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the TOWN \$500.00 for each day that expires after the time specified for final completion until the work is complete and ready for final payment.

4. Compensation and Method of Payment

The amount of compensation and reimbursement to be paid hereunder is: _____ (\$_____), the total of the base bid.

Applications for progress payments, including amounts to be retained, shall be processed in accordance with A.R.S. § 34-221(C) and the relevant provisions of the General Conditions.

5. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona and all obligations of the parties created hereunder are performable in Huachuca City, Arizona. Venue and jurisdiction for any conflict resolution proceeding, formal or informal, shall occur in Cochise County, Arizona.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

6. Insurance

The CONTRACTOR shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rate of A10, or approved by TOWN in its sole discretion and licensed to do business in the State of Arizona with policies and forms satisfactory to the TOWN.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the TOWN, constitute a material breach of this Contract.

The CONTRACTOR'S insurance shall be primary insurance as respects the TOWN, and any insurance or self-insurance maintained by the TOWN shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the TOWN.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, its agents, officers, officials and employees for any claims arising out of the CONTRACTOR's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the TOWN under such policies. The CONTRACTOR shall be solely responsible for the deductible and/or insured retention and the TOWN, at its option, may require the CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The TOWN reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The TOWN 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, the TOWN's rights to insist on strict fulfillment of CONTRACTOR'S obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name Huachuca City, its agents, officers, officials and employees as Additional Insured.

REQUIRED COVERAGE

Commercial General Liability

CONTRACTOR shall maintain Commercial General Liability insurance with an unimpaired limit of not **less than \$2,000,000.00 for each occurrence with a \$2,000,000.00 Products/Completed Operations Aggregate** and a **\$2,000,000.00 General Aggregate Limit**. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 0001 or any replacements thereof. The coverage shall not exclude X,C,U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to 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., Additional Insured, Form B, CG 20101185, and shall include coverage for CONTRACTOR's operations and products and completed operations.

Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of **not less than \$2,000,000.00 each occurrence** with respect to the CONTRACTOR's owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 0001, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and **\$5,000,000.00 per accident limits for bodily injury and property damage** shall apply.

Workers' Compensation

The CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR's employees engaged in the performance of the work or services; and, Employer's Liability insurance of **not less than the statutory limits**.

In case any work is sub-contracted, the CONTRACTOR will require the Sub-Contractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the CONTRACTOR.

Certificates of Insurance

Prior to commencing work or services under this Contract, CONTRACTOR shall furnish the TOWN 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 coverages, conditions and limits required by the Contract are in full force and effect.

In the event any insurance policy(ies) required by this Contract, is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the CONTRACTOR's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the TOWN fifteen (15) days prior to the expiration date.

Cancellation and Expiration Notice

Insurance required herein shall not expire, be cancelled, or materially changed without thirty (30) days prior written notice to the TOWN.

7. Timely Submission of Labor Standard Forms

All forms necessary for compliance with the Davis-Bacon Act shall be delivered to SEAGO prior to issuance of the Notice to Proceed and on a weekly basis during construction.

8. Contract Documents

The contract documents which comprise the entire agreement between the TOWN and the CONTRACTOR concerning the work consist of the following, with documents listed first taking precedence over subsequent documents in the event there is any inconsistency of any term:

This Contract and Exhibit A, Terms and Conditions
Specifications incorporated in the bidding documents
General Conditions
Bidding documents including addenda acknowledged in CONTRACTOR bid
Invitation to Bid
Information for Bidders
Bid Proposal
Bid Bond
Performance Bond
Labor & Material Payment Bond
List of Sub-Contractors
Notice to Proceed
LS-2 Contractor Certification
LS-3 Sub-Contractor Certification
Certifications
Wage Rate Determination as provided in the Bid Document
SLS Form B, Point of Contact Information Sheet
SLS Form C, Professional Firm's Sub-Firm's Certification
SLS Form E, Project Wage Rate Classifications and Additional Classifications
LS-4, Weekly Payroll Reports
LS-5, Statement of Compliance
LS-7, Notice to All Employees
Standard Form 1444, Request to Conform an Additional Classification
LS-14, Fringe Benefits Documentation
LS-15, Authorization for Deductions
LS-17, Certification of Applicable Fringe Benefit Payments
Non-Discrimination Poster
EEO - Certification Poster
EEO – It's the Law Poster
LS-9, Record of Employee Interviews
LS-10, On-Site Inspection Report
LS-11, Labor Standards Investigative Reports
LS-12, Labor Standards Enforcement Report
S3B-1, Section 3 Assurance
S3B-2, Permanent and Project Work Force Breakdown
S3B-3, Section 3 Business Self-Certification
S3C-1A, Worker Self-Certification
S3C-1B, Worker Employer Certification Form
S3C-1C, Targeted Section 3 Worker Self-Certification
S3C-1D, Targetd Section 3 Worker Employer Certification

S3P-1, Section 3 Notice Employment and Training Positions Available
S3P-2, Sample Employment Survey
S3R-1C, Contractor Report Form
Environmental Conditions (if any are included)

9. Terms and Conditions

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

10. Certifications

This Agreement is subject to the provisions entitled “Certifications” which were submitted by the CONTRACTOR in the bid dated _____, 2022 and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

11. Compliance with Immigration Laws and E-VERIFY Requirement.

As mandated by Arizona Revised Statutes (“A.R.S.”) Section 41-4401, the TOWN is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. Section 23-214(A). (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) The TOWN must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. Section 23-214(A). Therefore, in signing or performing any Contract (including this Agreement) for the TOWN, the Contractor fully understands that:

- a. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A);
- b. A breach of the warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and
- c. The TOWN or its designee retains the legal right to inspect the papers or any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph (a).

12. Safety

The safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 651-678) as promulgated by the Federal government, and as implemented by the State of Arizona, apply to all work performed under this Contract. The Contractor will be solely responsible for implementing and enforcing the safety requirements of this Act at all times.

13. Retention of Records

The Contractor shall retain all work materials and records relating to the performance of the Scope of Work of the Contract for a period of not less than three (3) years after the final payment is made under the Contract.

14. Independent Contractor

It is clearly understood that CONTRACTOR will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the TOWN. No employee or agent of CONTRACTOR or TOWN shall be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

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

Approved as to Form:

Huachuca City

Thomas Benavidez, Town Attorney

Suzanne Harvey, Town Manager

ATTEST:

CONTRACTOR: _____

Brandye Thorpe, Town Clerk

By: _____

Its: _____

(ATTACHED EXHIBIT "A" also to be SIGNED)

EXHIBIT A: TERMS AND CONDITIONS

1. Termination of Contract

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

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

- b. The TOWN may terminate this contract at any time by giving at least ten (10) days written notice to the CONTRACTOR. If the contract is terminated by the TOWN as provided herein, the CONTRACTOR will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this contract is terminated due to the fault of the CONTRACTOR, Paragraph 1.a hereof relative to termination shall apply.
- c. This contract may be terminated per A.R.S. §38-511, Conflict of Interest.

2. Sanction, Penalties and Debarment

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

3. Changes

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

4. Personnel

- a. The CONTRACTOR represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.
- b. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.
- c. None of the work or services covered by this Contract shall be sub-contracted without the prior written approval of the TOWN. Any work or services sub-contracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability

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

6. Reports and Information

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

7. Records Maintenance and Retention

The CONTRACTOR shall maintain accounts and records including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the TOWN to assure proper accounting for all project funds, both federal and non-federal shares. These records will be retained for at least three (3) years following the grant contract closeout between ADOH and U.S. Department of Housing and Urban Development (HUD) unless permission to destroy them is granted in writing by the TOWN.

8. Findings Confidential

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

9. Copyright

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

10. Compliance with Local Laws

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

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

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; 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 sub-contract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the Sub-Contractor in this Section 3 clause, upon a finding that the Sub-Contractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not sub-contract with any Sub-Contractor where the CONTRACTOR has notice or knowledge that the Sub-Contractor has been found in violation of the regulations in 24 CFR part 135.
- e. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: 1) after the CONTRACTOR is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: 1) preference and opportunities for training and employment shall be given to Indians; and 2) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible but not in derogation of compliance with Section 7(b).

12. Interest of Members of a Governing Body

No member of the governing body of the TOWN and no other officer, employee or agent of the TOWN who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Contract and the CONTRACTOR shall take appropriate steps to assure compliance.

13. Interest of Other Local Public Officials

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

14. Interest of CONTRACTOR and Employees

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

15. Access for Persons with Disabilities

In performing all construction CONTRACTOR agrees to comply with the 2010 ADA Standards for Accessible Design. CONTRACTOR represents that he understands said standard specifications and same are incorporated herein by this reference.

16. Clean Air Act, Clean Water Act

The CONTRACTOR shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and EPA regulations which prohibit the use of non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to the US EPA Assistant Administrator for Enforcement.

17. Federal Labor Standards Provisions

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

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

SEAGO will monitor compliance with such provisions and standards on behalf of Huachuca City. The successful bidder will be required, at a minimum, to complete the forms listed below in order to comply. (A brief explanation of the form and when the form is to be submitted to SEAGO is noted below). Should you have any questions concerning Federal Labor Standards or the forms to be submitted, please feel free to contact Keith Dennis, SEAGO, at kdennis@seago.org.

LS2 CONTRACTOR's Certification Concerning Labor Standards and Prevailing Wage Requirements

A separate form is to be completed by the CONTRACTOR and **submitted as a part of the bid package.**

LS3 Sub-Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

This form is to be completed by **each** Sub-Contractor and **submitted to SEAGO within ten (10) days of execution of the subcontract and a minimum of seven (7) days prior to the date the Sub-Contractor is scheduled to start work on site.**

LS4 Weekly Payroll Report

This form is to be completed by **each** CONTRACTOR and Sub-Contractor weekly for the contract duration. **Forms must be complete, correctly signed, and submitted to SEAGO within seven (7) days of the end of the work week.**

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

- a. Business Owners: This person must be listed in Section 5C of the LS2 or LS3 as an owner, partner or principal, owning at least a bona fide twenty percent (20%) equity interest in the business and must also be able to document the business via a tax ID number. This person must also be actively engaged in the business's management and must not meet the Davis-Bacon definition of a "laborer or mechanic". Relatives of the owner who are not listed in Section 5C must be paid Davis-Bacon and Related Acts wages. A Sub-Contractor who cannot document that the business is bona fide must be listed as an employee on the prime CONTRACTOR's Weekly Payroll Report.
- b. Apprentices: The CONTRACTOR/Sub-Contractor must provide written evidence of the registration of the program with the DOL Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OA) or a state apprenticeship agency recognized by the ETA/OA. For additional information concerning apprentices, please call SEAGO.
- c. Youth Employment: These individuals must be employed in a bona fide summer youth employment or opportunity program.

- d. Other: On-site but non-construction (non-hands on) superintendents, inspectors, engineers, watch persons, water carriers, messengers, clerical workers and working foremen who devote less than twenty percent (20%) of their time to construction work are exempt. If a foreman devotes more than twenty percent (20%) of his/her time to mechanic or laborer duties, they must be paid the applicable wage rate(s) for all hours worked.

LS5 Statement of Compliance

This form is the certification for the Payroll Form LS-4. A separate form is to be completed by each CONTRACTOR and SUB-CONTRACTOR weekly for the duration of the Contract. **Forms must be complete and correct, signed by the appropriate person, and submitted to SEAGO WITH THE LS-4 within seven (7) days of the end of the work week.**

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

LS7 Notice to All Employees

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

LS15 Authorization for Deductions

This form is to be completed by each CONTRACTOR and Sub-Contractor and is to be **submitted to SEAGO one (1) week prior to the first payroll.** Please note that each employee who authorizes payroll deductions for items other than standard state and federal taxes must sign the form. This form may be required again if changes in deductions occur during the construction period.

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

Verification of Fringe Benefit Plan

If fringe benefits are not paid in cash, each CONTRACTOR and Sub-Contractor must submit verification of each fringe benefit plan at least one (1) week prior to the first payroll by submitting the following information:

- a. A copy of the most recent remittance statement from the company holding the fringe benefit plan such as a bank, union, etc. The remittance statement must verify the employees covered by

the plan and the amount paid into the plan for each employee by the CONTRACTOR or Sub-Contractor.

OR

- b. A letter addressed to SEAGO from each bank, union, etc. holding the fringe benefit plan. The letter must verify which employees are covered by the plan and the amount paid into the plan for each employee by the CONTRACTOR or Sub-Contractor.

Pre-construction Conference

The purpose of the pre-construction conference is to provide a forum for SEAGO, the TOWN, CONTRACTOR and Sub-Contractors to discuss the technical nature of the construction project and all of the compliance requirements of the Contract.

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

Notice Provisions

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

During construction, SEAGO will monitor compliance with the federal Labor Standards/Davis-Bacon. This monitoring shall include, but not be limited to, CONTRACTOR and Sub-Contractor employee interviews, on-site inspections, review of the weekly payroll, etc., as required. Copies of the LS forms to be completed during monitoring are available from SEAGO.

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

Approved as to Form:

Huachuca City

Thomas Benavidez, Town Attorney

Suzanne Harvey, Town Manager

ATTEST:

CONTRACTOR:

Brandye Thorpe, Town Clerk

By: _____

Its: _____

LABOR AND MATERIALS BOND

**STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)**

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal),
and _____, a corporation organized and existing
under the laws of the State of _____, and duly licensed and
possessing a certificate of authority to transact surety business in the State of
Arizona, with its principal office in the _____, (hereinafter
called the Surety) as Surety are held firmly bound unto the _____
of _____ (hereinafter called the Obligee) in the amount of _____
_____ dollars (\$_____) for the payment whereof,
the said Principal and Surety bind themselves, and their heirs, administrators,
administrators, executors, successors, and assigns, jointly and severally firmly by
these presents.

WHEREAS, the Principal has entered into a certain written contract with the
Obligee dated the _____ day of _____, 2022, to construct the
Parks improvements Project, CDBG #126-21, which contract is hereby referred
to and made a part hereof as fully and to the same extent as if copied at length
herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if
the Principal promptly pays all moneys due to all persons supplying labor or
materials to the Principal or the Principal's subcontractors in the prosecution of
the work provided for in the contract, this obligation is void, otherwise it remains
in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of
Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on
this bond shall be determined in accordance with the provisions, conditions and
limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes to the same
extent as if it were copied at length in the Agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this ____ day of _____, 2022.

_____	_____
AGENCY OF RECORD	PRINCIPAL SEAL
_____	BY _____

AGENCY ADDRESS	SURETY
	BY _____

PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of Arizona and duly licensed and possessing a certificate of authority to transact surety business in the State of _____ with its principal office in _____ (hereinafter called the Surety) as Surety, are held firmly bound unto the _____ of (hereinafter called the Obligee) in the amount of _____ (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly, and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the ____ day of _____, 2022, to construct the **Parks Improvements Project, CDBG #126-21**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal shall faithfully perform and fulfill all of the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extension of the contract with or without notice to the Surety, and during the life of any guaranty required under the contract and also performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if were copied at length in this Agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2022.

_____	_____
AGENCY OF RECORD	PRINCIPAL SEAL
_____	BY _____

AGENCY ADDRESS	SURETY
	BY _____

NOTICE OF AWARD - CONSTRUCTION

Date

Address

**RE: NOTICE OF AWARD FOR CONSTRUCTION SERVICES FOR HUACHUCA CITY
PARKS IMPROVEMENTS PROJECT, CDBG #126-21.**

Dear _____,

You are hereby notified that Huachuca City has awarded you the construction contract for the above cited CDBG project in the base bid amount of \$ _____, and Bid Alternates #'s _____ for a total amount of \$ _____.

In order to comply with CDBG program requirements, time must be allotted for all participating firms to comment on or protest the Town's decision. In the meantime, within 10 days of receiving this Notice of Award please:

- a. Return to Huachuca City, hereafter referred to as the OWNER, the enclosed two (2) Construction Agreements. All appropriate documents must be signed by the principals, and corporate seals affixed as appropriate.
- b. Deliver to the OWNER one (1) Performance Bond in the amount of the award.
- c. Deliver to the OWNER one (1) Labor and Material Payment Bond in the amount of the award.
- d. Deliver to the OWNER one (1) Certificate of Insurance. This must meet the minimum requirements in the contract, to include Worker's Compensation. Please ensure the OWNER is designated as additional insured.
- e. The following forms from the Bid Document **must be** submitted to **Keith Dennis**, SEAGO Community Development Program Manager, 1403 W. Hwy 92, Bisbee, AZ 85603 **within ten (10) days of receipt of this letter:**
 - a completed LS-3, CDBG Subcontractor's Certification Form (one for each subcontractor, zip codes must include the last 4 digits, i.e. 85603-1800 and phones include Office, FAX, and Cell;
 - a completed SLS-B, Point of Contact Information Sheet (and one for each subcontractor);
 - a completed SLS-E (Project Wage Rate Classifications & Additional Classifications) Form. Please list all classifications required for the entire project, specifically those not listed in the Wage Rate Decision.

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

Within ten (10) days after you comply with the above-referenced conditions, the OWNER will return to you one (1) fully executed Contract.

A Pre-Construction Conference is set for _____,at
_____, Huachuca City, AZ.

Congratulations, and we look forward to the successful completion of this project. If you require any other information, please contact Keith Dennis at kdennis@seago.org or at (520) 432-5301 x203.

Huachuca City
(OWNER)

Suzanne Harvey, Town Manager

Enclosures: Contracts (2)
C: SEAGO

NOTICE OF NON-AWARD – CONSTRUCTION SERVICES

Date

Contractor/Address

Dear :

**RE: NOTICE OF NON-AWARD FOR CONSTRUCTION SERVICES FOR THE
HUACHUCA CITY PARKS IMPROVEMENTS PROJECT, CDBG #126-21.**

You are hereby notified that your bid for the above-mentioned CDBG project was considered. On behalf of Huachuca City, I regret to inform you that you have not been awarded the contract. However, we very much appreciate your participation. You have the right to protest the decision made by the Town. If your firm wishes to protest either informally or formally, the deadline is within seventy-two (72) hours of bid award notification. All comments should be addressed to: Suzanne Harvey, Town Manager, Huachuca City, 500 N. Gonzales, Huachuca City, AZ 85616. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or authorized representative, a detailed statement of legal and factual grounds of the protest including copies of relevant data, and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, ADOH, or others, the Town will respond to the protest.

Additionally:

- You MUST exhaust all administrative procedures with the Town before you can appeal to the Department of Housing (ADOH), CDBG Program.
- The ADOH's review of the Town's procurement process is limited to the following:. (All other complaints/protests will be referred directly to the Town):
 - Violations of the CDBG program rules ONLY.
 - Violations of the Town's own protest procedures for failure to review a complaint or protest. In all instances of a protest, the Town will disclose information to the CDBG Program regarding the protest.

Huachuca City again thanks you for the submittal of your bid. **Your Bid Bond is enclosed.**

Sincerely,

Suzanne Harvey, Town Manager

Enclosure

C: SEAGO

NOTICE TO PROCEED – CONSTRUCTION

Date

Name of President/Owner

Name of Company

Address

City, State Zip Code

Dear _____ :

RE: NOTICE TO PROCEED – PARKS IMPROVEMENTS PROJECT, CDBG #126-21.

You are hereby notified to commence work on the above referenced project on or before _____, 2022, and shall substantially complete all of the work in accordance with the Contract within 120 consecutive calendar days thereafter, or by _____, 2022. The Contract provides for an assessment of the sum of \$500 as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete. Please complete the acceptance portion of this notice and return it as soon as possible. We look forward to completing a successful project with you.

Dated this ____ day of _____, 2022.

By: _____
Suzanne Harvey, Town Manager

ACCEPTANCE OF NOTICE

Receipt of the forgoing **Notice to Proceed** is hereby acknowledged this _____ day of _____, 2022.

By: _____
Typed Name/Title

Signature

C: SEAGO

SECTION A

ENVIRONMENTAL CONDITIONS

HUACHUCA CITY

PARK IMPROVEMENTS

CDBG #126-21

Huachuca City
PARK IMPROVEMENTS
CDBG #126-21
ENVIRONMENTAL CONDITIONS

1. Mitigation Measures:

- a. Pursuant to ARS §41-865, if any remains or funerary objects are inadvertently uncovered as a result of this project, all work must cease within the area of the remains and the Curator of Archeology, Arizona State Museum (ASM), must be contacted immediately, as well as, notification made to other appropriate agencies.
- b. If any cultural features or deposits are encountered (i.e. village ruins or religious resources including burial grounds) during ground disturbance, work will cease and a qualified archaeologist will be consulted to evaluate the nature and significance of the find, as well as notification to the appropriate Tribes, State Historic Preservation Office, and ASM.
- c. Mitigation measures, as applicable, to reduce dust during construction of the project will be included in the construction contract, required by ADEQ, Air Quality Department:
 - (1) Site Preparation and Construction –
 - (a) minimize land disturbance;
 - (b) suppress dust on traveled paths which are not paved through wetting down the area, using water trucks, chemical dust suppressants, or other reasonable precautions to prevent dust entering ambient air;
 - (c) cover trucks when hauling soil;
 - (d) minimize soil track-out by washing or cleaning truck wheels before leaving construction site;
 - (e) stabilize the surface of soil piles, if not removed immediately; and
 - (f) create windbreaks.
 - (2) Site Restoration –
 - (a) revegetate any disturbed land not used;
 - (b) remove unused material; and
 - (c) remove soil piles via covered trucks.
 - (4) Follow the attached ADEQ Arizona Administrative Code for reducing dust during construction, demolition and earth moving activities.
- d. Mitigation measures to reduce noise during construction of the project are included in the construction contract.

2. Required Permits:

All land disturbances of one acre or more require a Construction Stormwater Notice of Intent (NOI) permit from ADEQ, which must be filed by the contractor before construction can begin. Per ADEQ, this project is subject to Cochise County Floodplain Regulations.

3. Endangered Species:

It has been determined there will be no impact to endangered species.

4. Native Plant Protection:

If this project results in the disturbance of over 0.25 acres of land, it will be subject to Arizona Native Plant Regulations.

ATTACHMENT

Arizona Department of State Office of the Secretary of State

ARIZONA ADMINISTRATIVE CODE

R18-2-604. Open Areas, Dry Washes, or Riverbeds

- A. No person shall cause, suffer, allow, or permit a building or its appurtenances, or building or subdivision site, or a driveway, or a parking area, or a vacant lot or sales lot, or an urban or suburban open area to be constructed, used, altered, repaired, demolished, cleared, or leveled, or the earth to be moved or excavated, without taking reasonable precautions to limit excessive amounts of particulate matter from becoming airborne. Dust and other types of air contaminants shall be kept to a minimum by good modern practices such as using an approved dust suppressant or adhesive soil stabilizer, paving, covering, landscaping, continuous wetting, detouring, barring access, or other acceptable means.
- B. No person shall cause, suffer, allow, or permit a vacant lot, or an urban or suburban open area, to be driven over or used by motor vehicles, trucks, cars, cycles, bikes, or buggies, or by animals such as horses, without taking reasonable precautions to limit excessive amounts of particulates from becoming airborne. Dust shall be kept to a minimum by using an approved dust suppressant, or adhesive soil stabilizer, or by paving, or by barring access to the property, or by other acceptable means.
- C. No person shall operate a motor vehicle for recreational purposes in a dry wash, riverbed or open area in such a way as to cause or contribute to visible dust emissions which then cross property lines into a residential, recreational, institutional, educational, retail sales, hotel or business premises. For purposes of this subsection "motor vehicles" shall include, but not be limited to trucks, cars, cycles, bikes, buggies and 3-wheelers. Any person who violated the provisions of this subsection shall be subject to prosecution under A.R.S. § 49-463.

Historical Note

Adopted effective May 14, 1979 (Supp. 79-1). Former Section R9-3-604 renumbered without change as Section R18-2-604 (Supp. 87-3). Amended effective September 26, 1990 (Supp. 90-3). Former Section R18-2-604 renumbered to R18-2-804, new Section R18-2-604 renumbered from R18-2-404 and amended effective November 15, 1993 (Supp. 93-4).

R18-2-605. Roadways and Streets

- A. No person shall cause, suffer, allow or permit the use, repair, construction or reconstruction of a roadway or alley without taking reasonable precautions to prevent excessive amounts of particulate matter from becoming airborne. Dust and other particulates shall be kept to a minimum by employing temporary paving, dust suppressants, wetting down, detouring or by other reasonable means.
- B. No person shall cause, suffer, allow or permit transportation of materials likely to give rise to airborne dust without taking reasonable precautions, such as wetting, applying dust suppressants, or covering the load, to prevent particulate matter from becoming airborne. Earth or other material that is deposited by trucking or earth moving equipment shall be removed from paved streets by the person responsible for such deposits.

Historical Note

Adopted effective May 14, 1979 (Supp. 79-1). Former Section R9-3-605 renumbered without change as Section R18-2-605 (Supp. 87-3). Amended effective September 26, 1990 (Supp. 90-3). Former Section R18-2-605 renumbered to R18-2-805, new Section R18-2-605 renumbered from R18-2-405 effective November 15, 1993 (Supp. 93-4).

R18-2-606. Material Handling

No person shall cause, suffer, allow or permit crushing, screening, handling, transporting or conveying of materials or other operations likely to result in significant amounts of airborne dust without taking reasonable precautions, such as the use of spray bars, wetting agents, dust suppressants, covering the load, and hoods to prevent excessive amounts of particulate matter from becoming airborne.

Historical Note

Section R18-2-606 renumbered from R18-2-406 effective November 15, 1993 (Supp. 93-4).

R18-2-607. Storage Piles

- A. No person shall cause, suffer, allow, or permit organic or inorganic dust producing material to be stacked, piled, or otherwise stored without taking reasonable precautions such as chemical stabilization, wetting, or covering to prevent excessive amounts or particulate matter from becoming airborne.
- B. Stacking and reclaiming machinery utilized at storage piles shall be operated at all times with a minimum fall or material and in such manner, or with the use of spray bars and wetting agents, as to prevent excessive amounts of particulate matter from becoming airborne.

R18-2-804. Roadway and Site Cleaning Machinery

- A. No person shall cause, allow or permit to be emitted into the atmosphere from any roadway and site cleaning machinery smoke or dust for any period greater than 10 consecutive seconds, the opacity of which exceeds 40%. Visible emissions when starting cold equipment shall be exempt from this requirement for the first 10 minutes.
- B. In addition to complying with subsection (A), no person shall cause, allow or permit the cleaning of any site, roadway, or alley without taking reasonable precautions to prevent particulate matter from becoming airborne. Reasonable precautions may include applying dust suppressants. Earth or other material shall be removed from paved streets onto which earth or other material has been transported by trucking or earth moving equipment, erosion by water or by other means.

Historical Note

Adopted effective February 26, 1988 (Supp. 88-1). Amended effective September 26, 1990 (Supp. 90-3). Amended effective February 3, 1993 (Supp. 93-1). Former Section R18-2-804 renumbered to Section R18-2-904, new Section R18-2-804 renumbered from R18-2-604 effective November 15, 1993 (Supp. 93-4).

SECTION B

CDBG COMPLIANCE BID DOCUMENT

HUACHUCA CITY PARKS IMPROVEMENTS PROJECT

CDBG #126-21
**(Includes Section 3 Requirements for contracts over
\$100,000)**

SEAGO COMPLIANCE BID DOCUMENT

SECTION I

This section includes documents and certifications that **MUST BE INCLUDED, FILLED OUT, AND/OR SIGNED AS PART OF THE CONTRACTOR/SUBCONTRACTOR BID SUBMITTAL OR AS STATED BELOW**, in order for the bid to be considered responsive and eligible for award:

Labor Standard (LS) Form 2, Contractor Certification – Determine Prime Contractor’s eligibility to work on federal-funded projects. **Follow attached LS-2 Instructions, sign and submit with bid.**

Certifications – Required by federal law and **must be completed, signed and submitted with bid:**

Regarding Lobbying

Regarding Conflict of Interest

Procurement of Recovered Materials

Civil Rights Provision

Section 503 Clause (Affirmative Action for Handicapped Workers)

Access to Records and Records Retention

Equal Employment Opportunity

Federal Labor Standards Provisions

Section 3



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

1. I, the undersigned, am submitting a bid to **Huachuca City**
for the construction of the: **Parks Improvements**
and hereby acknowledge that the following items are included in the bid and will also be incorporated by reference into the contract, should I be selected as the contractor for the project.
 - a. Labor Standards Provisions (HUD 4010),
 - b. Wage Decision _____, that
 - c. the correction of any infractions of the aforesaid conditions, including infractions by any of my subcontractors and any lower tier subcontractors, is my responsibility.
2. I hereby certify that:
 - a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
 - b. No part of the aforementioned contract is or will be subcontracted to any subcontractor, if such subcontractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. I agree to obtain and forward to the aforementioned grantee, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by each and every subcontractor, preferably prior to or where circumstances do not allow within ten days after the execution of any subcontract, including those executed by his/her subcontractors and any lower tier subcontractors.
4. I hereby acknowledge that I am aware that should I sign a subcontract with a subcontractor or should that subcontractor sign a contract with a lower tiered subcontractor who is found to be ineligible to receive federal funds, I shall subtract such costs from the amount I will bill the grantee.
5. Further, I certify that:
 - a. The demographic and business information of the undersigned are:

Contractor Information								
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic Y/N	Women Owned Y/N	IRS/Federal Tax ID # DUNS #	Sec 3 Y/N	Contractor Name Address Town, State, Zip, Phone	License No.
\$								

*See Demographic and Trade Code table on next page for information

LS-2.1

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

b. The undersigned is:

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

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

NAME **TITLE** **ADDRESS**

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

NAME **TITLE** **NATURE OF INTEREST**

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

NAME **TITLE** **TRADE CLASSIFICATION**

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

Name of Contractor: _____

Signature (**in ink**)

Type or Printed Name

Title

Date and Phones

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

LS-2.2

LS-2 INSTRUCTIONS & HIGHLIGHTS

NOTICE OF AWARD WILL NOT BE ISSUED UNTIL the Contractor has been verified on www.Sam.gov as eligible to work on federally funded projects, by the Arizona Department of Housing (ADOH) or SouthEastern Arizona Governments Organization (SEAGO).

- Contractor certifies that to the best of their knowledge they are eligible to work on federal-funded projects.
- Contractor acknowledges that federal wage rates are included as part of this contract.
- Contractor agrees to provide SEAGO a **Subcontractor Certification (LS-3)**, for any subcontractor **immediately upon hire**.
- Contractor acknowledges that should a subcontractor or any lower tier subcontractor be found ineligible to receive federal funds those costs will be subtracted from the amount billed to the Grantee.
- Only the Owners/Principles listed on the LS-2 have signature authority on Labor Standard Forms. After contract award, the Owner/Principle can give signature authority to another individual to sign all remaining Labor Standard forms that may be required. The Owner/Principle must provide this authorization in writing to SEAGO.

WARNING - Falsification of any statement on the LS-2 is punishable by a fine of not more than \$5,000 or imprisonment of not more than two years or both!



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

1. I, the undersigned, having submitted a bid or having executed a contract with:

(contractor or sub-contractor):

for (name of project): _____

for (nature of work): _____

in the amount of \$_____ certify that:

a. The Labor Standards Provisions (HUD 4010) are included in the aforementioned contract or bid;

b. Wage Decision # _____ are included in the aforementioned contract or bid.

2. I hereby certify that:

a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].

b. No part of the aforementioned contract has been or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Further, I certify that:

a. The demographic and business information of the undersigned are:

Contractor Information									
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	DUNS #	Section 3 (Y/N)	Construction Firm Legal Name Address, Town, State, Zip	AZ License #
\$									

* See Demographic and Trade Code table below for information

Demographic and Trade Codes	
<i>Race</i>	<i>Type of Trade Code</i>
11 White	1 New Construction
12 African American	2 Education/Training
13 Asian	3 Other (i.e. rehabilitation, administration, professional, public services)
14 American Indian or Alaskan Native	
15 Native Hawaiian or other Pacific Islander	
16 American Indian or Alaskan Native and White	
17 Asian and White	
18 African American and White	
19 American Indian or Alaskan Native and White	
20 Other Multi-racial	

b. The undersigned is:

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

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

NAME

TITLE

ADDRESS

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

NAME

ADDRESS

NATURE OF INTEREST

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

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

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

a. Name of Contractor: _____

b. Signature (**in ink**): _____

c. Typed or Printed Name:

d. Title: _____

e. Date: _____

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part:

“Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both.”

LS-3 INSTRUCTIONS & HIGHLIGHTS

- Subcontractor certifies that to the best of their knowledge they are eligible to work on federal-funded projects.
- Subcontractor acknowledges that federal wage rates are included as part of this contract.
- Subcontractor agrees to provide the Contractor and SEAGO a **Subcontractor Certification (LS-3)**, for any lower tier subcontractor **immediately upon hire**.
- Only the Owners/Principles listed on the LS-3 have signature authority on Labor Standard Forms. After contract award, the Owner/Principle can give signature authority to another individual to sign all remaining Labor Standard forms that may be required. The Owner/Principle must provide this authorization in writing to SEAGO.

WARNING - Falsification of any statement on the LS-3 is punishable by a fine of not more than \$5,000 or imprisonment of not more than two years or both.

CERTIFICATIONS AND PROVISIONS

Huachuca City Parks Improvements CDBG #126-21

Sign and submit with Bid.

CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over \$10,000 in government business in

one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
 - a. Recruitment, advertising and job application procedures;
 - b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

- c. Rates of pay or any other form of compensation and changes in compensation;
 - d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
 - e. Leaves of absence, sick leave or any other leave;
 - f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
 - g. Activities sponsored by the contractor including social or recreational programs; and
 - h. Any other term, condition or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
 5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against

individuals with physical or mental disabilities.

6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Recipient, Consultants*, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the Recipient or Consultants.
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the Recipient or Consultants that develops at any time during this contract will be immediately disclosed to the Recipient and Consultants.

ANTI-LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

FEDERAL LABOR STANDARDS PROVISIONS

The undersigned agrees:

1. To abide by the Davis Bacon Act, Copeland Anti-Kickback Act and Contract Work Hours and Safety Standards Act;
2. To post the Wage Rate Determination (WRD) at the project work site;
3. To request additional classifications when not included in the WRD;
4. To submit weekly payrolls and retain all payroll and other basic records for at least five years after the completion of the project;
5. To provide applicable fringe benefits in cash or appropriate plans in writing to all employees;
6. To allow interviews to be conducted during working hours;
7. That apprentice employees paid below the WRD are under a bona fide apprenticeship program registered with the U.S. Department of Labor;

8. That trainee employees will be paid the appropriate wages stated within classification as stated in the WRD;
9. That the undersigned is eligible to receive federally funded contracts and will not subcontract with any ineligible contractors or firms;
10. That no employee will be discharged due to the employee's involvement of complaints, proceedings and testimony, to include protection of the identity of confidential sources (employees who make complaints) and prevention of unwarranted invasions of privacy;
11. That all hours over the 40 hours per week limit will be paid at no less than one and one half time the basic hourly rate of pay;
12. That there will be no unsafe, unsanitary, or hazardous conditions on the work site;
13. To follow **ALL** the components of the Federal Labor Standards Provisions

SECTION 3

The premise of Section 3 is that if federal funds are being used to improve or aide a low to very low income area, then efforts must be made to hire the residents of these areas to work on the project; thereby improving the quality of life in the community and that of the individuals or families that live in them. **This is a Section 3 project and therefore all Section 3 regulations and requirements WILL be complied with.**

CERTIFICATIONS SIGNATURE

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

(Typed Name of Official)

(Signature of Official)

(Typed Name of Firm)

(Date)

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

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

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

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

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

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

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

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

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

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

Huachuca City

Parks Improvements, CDBG #126-21

WAGE RATE DETERMINATIONS

**AZ20220037 Heavy
4/29/2022**

"General Decision Number: AZ20220037 04/29/2022

Superseded General Decision Number: AZ20210037

State: Arizona

Construction Type: Heavy

Counties: Apache, Cochise, Gila, Greenlee and La Paz
Counties
in Arizona.

HEAVY CONSTRUCTION, Includes Water and Sewer Lines, Heavy
Construction on Treatment Plant Sites and Pipeline
Construction

Note: Contracts subject to the Davis-Bacon Act are
generally
required to pay at least the applicable minimum wage rate
required under Executive Order 14026 or Executive Order
13658.

Please note that these Executive Orders apply to covered
contracts entered into by the federal government that are
subject to the Davis-Bacon Act itself, but do not apply to
contracts subject only to the Davis-Bacon Related Acts,
including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$15.00 per hour (or
	the applicable wage rate

	listed on this wage
	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2022.
<hr/>	
If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay
all	covered workers at least
extended on or after January	\$11.25 per hour (or the
30, 2022:	applicable wage rate
listed	on this wage
determination,	if it is higher) for all
	hours spent performing on
	that contract in 2022.
<hr/>	

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

conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022
2	04/29/2022

BOIL0627-004 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 36.07	30.59

ELEC0570-013 12/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 29.49	18%+6.00

ZONE DEFINITIONS-

Zone A: the area within a thirty-nine (39) mile radius from

a base point at the Tucson Town Hall.

Zone B: 40 to 74 mile radius from the town hall in Tucson- an

additional \$ 3.50 per hour

Zone C: 75 mile radius from the town hall in Tucson to the

outer limits of the geographic jurisdiction- an additional

\$ 7.50 per hour

* IRON0075-005 04/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.00	17.66

LABO1184-011 06/01/2021

	Rates	Fringes
LABORER		
GROUP 4		
Jackhammer.....	\$ 25.40	6.27

SUAZ2012-026 05/17/2012

	Rates	Fringes
LABORER: Common or General.....	\$ 15.65	0.00
LABORER: Pipelayer.....	\$ 20.00	0.00
OPERATOR: Loader (Front End)....	\$ 20.23	6.31
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 22.70	0.00
TRUCKDRIVER.....	\$ 21.00	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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END OF GENERAL DECISION"

SEAGO COMPLIANCE BID DOCUMENT

SECTION II

This section includes required forms that **MUST BE COMPLETELY FILLED OUT AND SUBMITTED PRIOR TO BEGINNING WORK ON SITE OR AS STATED BELOW.** The Contractor/Subcontractor do not complete any of these forms as part of the Bid submittal, **HOWEVER, ALL DOCUMENTS IN THIS SECTION ARE PART OF THE OVERALL CONTRACT DOCUMENT.** Noncompliance with any Labor Standards requirements may result in debarment or suspension from future CDBG or any HUD-assisted contracts.

SEAGO Labor Standard (SLS) Form B: Point of Contact Information Sheet – Information provided will help in the administration of the overall contract, specifically in meeting labor standards requirements. Form must be completed and submitted to SEAGO upon receipt of "Notice of Award."

SLS-E/SF1444: Project Wage Rate Classification & Additional Classification– The **Prime Contractor** must submit a completed form listing **ALL classifications needed for the project**, especially those NOT listed in the WRD and submit to SEAGO at the pre-construction conference. Contractors should check with the local union (if the classification is union) for the rate. If the classification is non-union, complete a survey of 3 like-contractors in the area for the rate. Make note of how rate was determined.

LS-3, Subcontractor Certification – Determine Subcontractor's eligibility to work on federal-funded projects. **Upon receipt of "Notice of Award" the Contractor assures that all subcontractors follow attached LS-3 instructions, sign and submit form at the Pre-Construction Conference or within 10 days of contracting with the subcontractor.** *(If additional subcontractors are hired during construction, this form must be submitted prior to those subcontractors beginning work.)*

LS-4: Weekly Payroll Reports – Contractor/Subcontractor must submit a completed payroll report documenting the hours and pay rate of its employees, within seven days of the end of each work week. Copies of time cards or time sheets SIGNED by employees, verifying dates and hours documented are correct, may also be required. HUD 4010 states that failure to submit payrolls in a timely manner can be grounds for withholding funds and being placed on debarment by the Department of Labor (DOL). **FEDERAL FUNDS WILL NOT BE RELEASED UNTIL RECEIVED AND VERIFIED BY ADOH/SEAGO.**

LS-5: Statement of Compliance – Contractor/Subcontractor must submit a completed statement of compliance **along with each weekly payroll report**. HUD 347 requires documentation that appropriate fringe benefits (predetermined by DOL) are paid in

cash or to a plan, in addition to payment of minimum rates stated in the WRD. Falsification of the LS-5 is grounds for civil and/or criminal prosecution.

NOTE: If someone other than the owner will be certifying payrolls (signing the LS-5), a letter authorizing the individual (by name and title) and signed by the owner, must accompany the first payroll submission.

LS-7: Notice to All Employees – Notice must be **posted** at the job site. Notice outlines employee's rights, i.e., as minimum wage, overtime, apprentices, name of compliance officer, as required by FLSA.

Standard Form 1444 (SF-1444), Request For Authorization of Additional Classification(s) and Rate – To request additional job classification(s) not included in the current Wage Rate Determination (WRD) for this project. If additional job classifications are needed, this form must be completed and submitted to SEAGO **prior to but no later than the 1st payroll**.

LS-15: Authorization for Deductions –To authorize deductions from employee's paycheck for other than required state/federal taxes. Employees must sign prior to the deduction and form must be submitted to SEAGO **prior to but no later than with employees' first payroll**. **FUNDS WILL NOT BE RELEASED UNTIL RECEIVED AND VERIFIED BY SEAGO.**

SLS-17: Certification for Applicable Fringe Benefit Payments – To document fringe benefits plan(s) information. Copies of remittances/invoices/ statements documenting the contribution for each employee must accompany the SLS-17. Form must be submitted to SEAGO **prior to but no later than with employees' first payroll**. **FUNDS WILL NOT BE RELEASED UNTIL RECEIVED AND VERIFIED BY SEAGO.**

Discrimination Poster – Required by the Arizona Attorney General's Office, Civil Rights Division and Governor's Office of Housing Development to be **posted** at all federally funded job sites.

EEO Certification Poster – Required by the Arizona Housing and Urban Development and

Governor's Office of Housing Development to be **posted** at all federally funded job sites and filled in with: **Employer's Name and Address; Equal Employment Opportunity Officer and/or Complaints Officer.**

EEO is the Law – Required by federal law to be **posted** on all job sites.

Section 3 Requirements: The premise of Section 3 is that if federal funds are being used to improve or aide a low to very low income area, then efforts must be made to higher the residents of these areas to work on the project; thereby improving the quality of life in the community and that of the individuals or families that live in them. **Section 3 regulations and requirements must be complied with.**

- **S3B-1:** Section 3 Assurance – Provides assurance that the Contractor/ Subcontractor will comply with Section 3 requirements. **Complete, sign and**

submit as part of the bid package or within 3 days following award of contract.

- **S3B-2**, Permanent and Project Work Force Breakdown – Identifies additional positions needed to complete the Section 3 covered project. **Complete, sign and submit as part of the bid package or within 3 days following award of contract.**
- **S3B-3**, Section 3 Business Self-Certification – Required in order to qualify as Section 3 business concern. **Complete, sign and submit as part of the bid package, or within 3 days following award of contract. If you DON'T qualify, submit with N/A filled in.**
- **S3C-1A**, Worker Self-Certification – Signed by worker to certify that he/she meets the definition of a Section 3 Worker.
- **S3C-1B**, Worker Employer Certification Form - Signed by employer to certify that the employee meets the definition of a Section 3 Worker.
- **S3C-1C**, Targeted Section 3 Worker Self-Certification- Signed by worker to certify that he/she meets the definition of a Targeted Section 3 Worker.
- **S3C-1D**, Targeted Section 3 Worker Employer Certification- Signed by the employer to certify that the employee meets the definition of a Targeted Section 3 Worker.
- **S3P-1**, Section 3 Notice of Employment and Training Positions Available – When hiring additional help, post at public housing facilities, facilities providing assisted housing, social services agencies, i.e. Headstart, WIC, AFDC; Town/County halls or county buildings, employment offices, commonly used locations, i.e. libraries, post offices, grocery stores, employment offices, etc.; and job site.
- **S3P-2**: Employment Survey – The Grantee should work with the PHA or other social service agencies to distribute the Survey to determine if there may be qualified persons with the necessary skills.
- **S3R-1C**, Contractor Report Form- Reporting required by Contractor. Detailed instructions are provided in Tab 1 of the Excel Spreadsheet on page 104 of this document.

SEAGO LABOR STANDARDS – FORM B (SLS-B)

POINT OF CONTACT INFORMATION SHEET
(Engineers, Architects, Contractors, Subcontractors, etc.)

1. Name of Firm/Corporation/Company: _____

2. Name, Title, Address, Phone/Cell Numbers of Project Manager:

3. Name, Title, Address, Phone/Cell Numbers of Payroll Clerk:

4. Name, Title, Address, Phone/Cell Numbers of on-site Supervisor/Foreman:

5. Name, Title, Address, Phone/Cell Numbers for other:

Send to:

**SEAGO, ATTN: Keith Dennis, Community Development Program Manager
1403 W. Hwy 92, Bisbee, AZ 85603**

SLS-B

**PROJECT WAGE RATE CLASSIFICATIONS AND
ADDITIONAL CLASSIFICATIONS
SEAGO LABOR STANDARDS FORM E**

Project Name & CDBG #: <u>Parks Improvements</u>					Wage: AZ20220037 (Heavy)	
Name of Contractor, Point of Contact, Phones: _____ _____						
Name of Employee	Classification (As listed in WRD)	Rate of Pay	Fringe Benefit	Total	Deducted for F.B. Plan	Total Rate of Pay per Hour
Name of Employee	Additional Classifications (Not list in WRD)	Rate of Pay	Fringe Benefit	Total*	Deducted for F.B. Plan	Total Rate of Pay per Hour
How rate was determined:						
*TOTAL CANNOT BE LOWER THAN THE LOWEST SKILLED CLASSIFICATION IN PROJECT WRD						

Send to:
SEAGO, ATTN: Keith Dennis, Community Development Program Manager
1403 W. Hwy 92, Bisbee, AZ 85603

SLS-E

LS-4 - PAYROLL REPORT

NAME OF CONTRACTOR () OR SUBCONTRACTOR ()										ADDRESS										
PAYROLL NO.		FOR WEEK ENDING				PROJECT AND LOCATION Huachuca City-Parks Improvements								PROJECT/CONTRACT NO. 126-21						
(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	No. of WH Exe m	(2) WORK CLASSIFICATION	O T or S	(3) DAY AND DATE							(4) TOTAL HOURS	(5) RATE OF PAY	(6) GROSS AMOUNT EARNED	(7) DEDUCTIONS						(8) NET WAGES PAID
				HOURS WORKED EACH DAY										FICA	FEDERAL WITH- HOLD- ING	STATE WITH- HOLD- ING		OTHER	TOTAL DEDUCT- IONS	
			O																	
			S																	
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			S																	

GRANTEE USE ONLY		
Date Received: _____	Date Reviewed: _____	Reviewed By: _____
Grantee Name: Huachuca City		CDBG Contract No: 126-21

LS-5 - STATEMENT OF COMPLIANCE

Date _____

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

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
on the _____
(Contractor or subcontractor) (Building or work)
that during the payroll period commencing on the _____ day of _____,
20____, and ending the _____ day of _____, 20 _____,
all persons employed on said project have been paid the full weekly wages earned, that
no rebates have been or will be made either directly or indirectly to or on behalf of said
_____ from the full weekly wages earned by
(Contractor or subcontractor)

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

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

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

(4) That:

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

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic

listed in the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	
NAME AND TITLE	SIGNATURE
SIGNATURE MUST BE THAT OF AN OWNER OR OFFICER OR BY AN EMPLOYEE DESIGNATED IN WRITING BY THE OWNER/OFFICER AS AUTHORIZED TO SIGN. THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE TITLE 18, SECTION 1001 AND TITLE 31, SECTION 231 OF THE UNITED STATES CODE).	
GRANTEE USE ONLY	
Date Received: _____ Date Reviewed: _____ CDBG No: _____	
Reviewed By: _____	Grantee: _____

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow.

Contractors Who Pay All Required Fringe Benefits

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors Who Pay No Fringe Benefits

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX

☐ SERVICE CONTRACT

☐ CONSTRUCTION CONTRACT

OMB Number: 9000-0089
Expiration Date: 10/31/2019

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0089, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPLICATE, TO THE CONTRACTING OFFICER.

1. TO: ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210		2. FROM: (REPORTING OFFICE)		
3. CONTRACTOR				4. DATE OF REQUEST
5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (if APPLICABLE) (SERVICE CONTRACT ONLY)
10. SUBCONTRACTOR (IF ANY)				
11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)				
12. LOCATION (TOWN, COUNTY AND STATE)				
13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION				
NUMBER: _____		DATED: _____		
a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (Service contracts only) (Use reverse or attach additional sheets, if necessary)			b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS
14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)			15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE	
16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE		TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE	
TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))				
<input type="checkbox"/> THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.				
<input type="checkbox"/> THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED. (Send 3 copies to the Department of Labor)				
SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE		TITLE AND COMMERCIAL TELEPHONE NUMBER		DATE SUBMITTED

Activity No: 2 Activity Name: Parks Improvements

SLS-17 – CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

NAME OF CONTRACTOR/SUBCONTRACTOR: _____

Provide the name, address, and telephone number of each Plan for fringe benefits provided. If plans differ between classifications, use separate forms and specify the classification.

1. Health and Welfare:
Address:
Plan #, Group #, etc.:
Phone/FAX Numbers:
Point of Contact:
2. Pension/401K:
Address:
Plan #, Group #, etc.:
Phone/FAX Numbers:
Point of Contact:
3. Dental/Vision:
Address:
Plan #, Group #, etc.:
Phone/FAX Numbers:
Point of Contact:
4. Supplemental (AFLAC, etc.):
Address:
Plan #, Group #, etc.:
Phone/FAX Numbers:
Point of Contact:

I hereby certify that I make payments to the fringe benefit plans, funds, or programs identified above.

Signature

Date

Typed Name/Title

SLS-17

SECTION 3 REQUIREMENTS

SECTION 3 CLAUSE

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

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

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

The contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

THIS DOCUMENT AND A COMPLETE PERMANENT AND PROJECT WORKFORCE
BREAKDOWN SPREADSHEET (FORM S3B1) MUST BE SUBMITTED BY THE BIDDER
WITH THE BID DOCUMENTS

SECTION 3 ASSURANCES (FORM S3B-1)

Name of Official Representative: _____

Business/Contractor Name: _____

Project Name or Bid Number : _____

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

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

Signature

Date

S3B-2 PERMANENT and PROJECT WORKFORCE BREAKDOWN
Click on icon below to open



S3B-2 Permanent
and Project Workforc

SECTION 3 BUSINESS SELF-CERTIFICATION FORM (S3B-3)

A Section 3 Business shall certify and provide evidence the business is a Section 3 Business as defined in Section 24 CRF 75.

Business Name: _____

Address: _____

City, State, Zip Code: _____

Federal ID Number: _____

Contact Person: _____

Check the applicable box below:

☐ The business named above is 51% or more owned and controlled by very-low or low-income persons.

☐ The business named above is 51% or more owned and controlled by public housing residents or residents currently residing in Section-8 assisted housing.

☐ Over 75% of the labor hours worked during the past three months by employees of the business named above were performed by employees who are very-low or low-income, or YouthBuild participants.

I hereby certify that:

1. The undersigned has the legal authority to make these certifications on behalf of the named business.

2. Documentation exists to verify the basis for this self-certification.

3. Documentation will be made available to the recipient, the State of Arizona, the US Department of Housing and Urban Development, or their designated representatives during normal business hours upon request.

4. I am aware that both I and the business named above are liable for civil or criminal penalties for willful falsification of any information provided in this document.

Name of Person Completing Form: _____

Title of Person Completing Form: _____

Signature: _____

Date: _____

SECTION 3 WORKER SELF-CERTIFICATION FORM (S3C-1A)

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

Name of Worker: _____

Check the box below:

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

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

Signature: _____

Date: _____

SECTION 3 WORKER EMPLOYER CERTIFICATION FORM (S3C-1B)

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

Name of Employee: _____

Check the box below:

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

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

Employer Name: _____

Employer Representative Name: _____

Signature of Employer Representative: _____

Date: _____

TARGETED SECTION 3 WORKER SELF-CERTIFICATION FORM (S3C-1C)

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

Name of Worker: _____

Check box below:

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

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

Signature: _____

Date: _____

S3C-1C

TARGETED SECTION 3 WORKER EMPLOYEE CERTIFICATION FORM (S3C-1D)

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

Name of Employee: _____

Check box below:

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

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

Employer Name: _____

Employer Representative Name: _____

Signature of Employer Representative: _____

Date: _____

JOBS! JOBS! JOBS!

SECTION 3 NOTICE – EMPLOYMENT and TRAINING POSITIONS AVAILABLE (Form S3P-1)

Name: [recipient or contractor/sub-contractor]

Project: [describe project]

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

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

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

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

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

Positions that will be available:

Title _____ Number _____

Minimum Qualifications:

Grantee: Huachuca City CDBG Contract No: 126-21
Activity No: 2 Activity Name: Parks Improvements

Training and apprenticeship positions that will be available:

Title _____ Number _____

Minimum Qualifications:

For further information, including requests relating to accessibility needs, please contact:
Keith Dennis, Southeastern Arizona Governments Organization Program Manager, 1403 W.
Highway 92, Bisbee, AZ 85603, 520 366-6015, kdennis@seago.org.

SAMPLE EMPLOYMENT SURVEY (FORM S3P-2)

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

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

If you have further questions or special accessibility needs, please contact Ron Robinson at 520 394-2229.

Return this form to: Huachuca City, 921 W. Thatcher Blvd., Safford, AZ 85546.

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

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

Check the applicable boxes below:

- ☐ Child care
- ☐ Transportation
- ☐ Clothing
- ☐ English as a second language
- ☐ Other: _____

Please indicate office skills that you have:

- ☐ Typing. Words per minute: _____
- ☐ Filing
- ☐ Software programs (list): _____
- Other: _____

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

Job Category	I would like training in this area ✓	Length of experience: 0-3 months. ✓	Length of experience: 4-6 months. ✓	Length of experience: 7 mo-1 year. ✓	Length of experience: More than 1 year. ✓
Plumbing					
Carpentry					
Roofing					
Painting					
Interior					
Exterior					
Sewer					
Sprinklers					
Plant Lawns					
Tree Pruning					
Tree cutting					
Stump Removal					
Drywall					
Tile flooring					
Carpet Laying					
Insulation					
Brick Layer					
Electrician					
Residential					
Commercial					
Laborer					
Cement Mason					

Grantee: Huachuca City CDBG Contract No: 126-21
Activity No: 2 Activity Name: Parks Improvements

S3R-1C SECTION 3 CONTRACTOR REPORT FORM
Click on icon below to open



S3R-1C Section 3
Contractor Report Fo

SEAGO COMPLIANCE BID DOCUMENT

SECTION III

LABOR STANDARDS VERIFICATION ITEMS

The forms listed below are not included herein, but **ARE CONSIDERED PART OF THE OVERALL CONTRACT DOCUMENT**. These forms are used by SEAGO only to verify Contractor's/Subcontractor's labor standards compliance or to conduct Labor Standards Enforcement during construction.

LS-6: Pre-Construction Conference Report – Items required by the State to be discussed during the pre-construction conference.

LS-8: Construction Status Report – Informs the State when construction will begin and end and to stop sending WRDs.

SF1445/LS-9: Record of Employee Interview – Verify that the contractor is paying its employees

Davis- Bacon wages, overtime pay, fringe benefits, appropriate deductions, no kickbacks, safe working conditions, no discrimination, etc. At least 75% of all employees (contractor and subcontractors) will be interviewed the first and last month of construction—more often if there are problems, non-consistencies, non-compliance, etc. with the project or paperwork.

LS-10: On-site Inspection Report – Determine whether the WRD, Notice to Employees and Equal Employment Opportunity Non-Discrimination poster are posted in a visible place to the Contractor's/Subcontractor's employees.

LS-11: Labor Standards Investigation Report – Investigate a potential or alleged violation of federal labor standards.

LS-12: Labor Standards Enforcement Report – Report findings of willful non-compliance and underpayment, based on the LS-11 report, to the Department of Labor.

LS-14: Fringe Benefit Documentation Form – Verify reported fringe benefit plans.

SECTION C

PLANS and SPECIFICATIONS

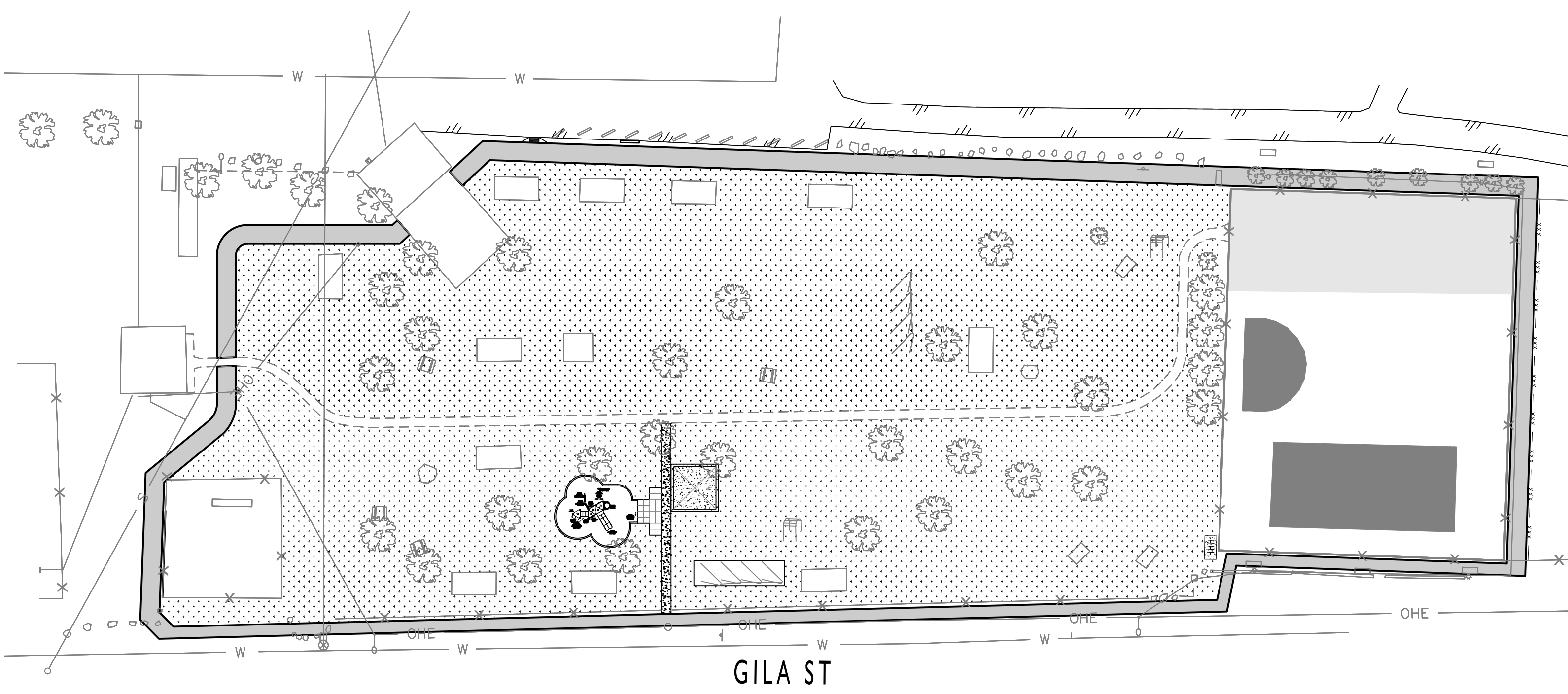
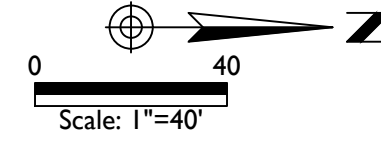
HUACHUCA CITY PARKS IMPROVEMENTS

CDBG #126-21

Town of Huachuca City Park Improvements

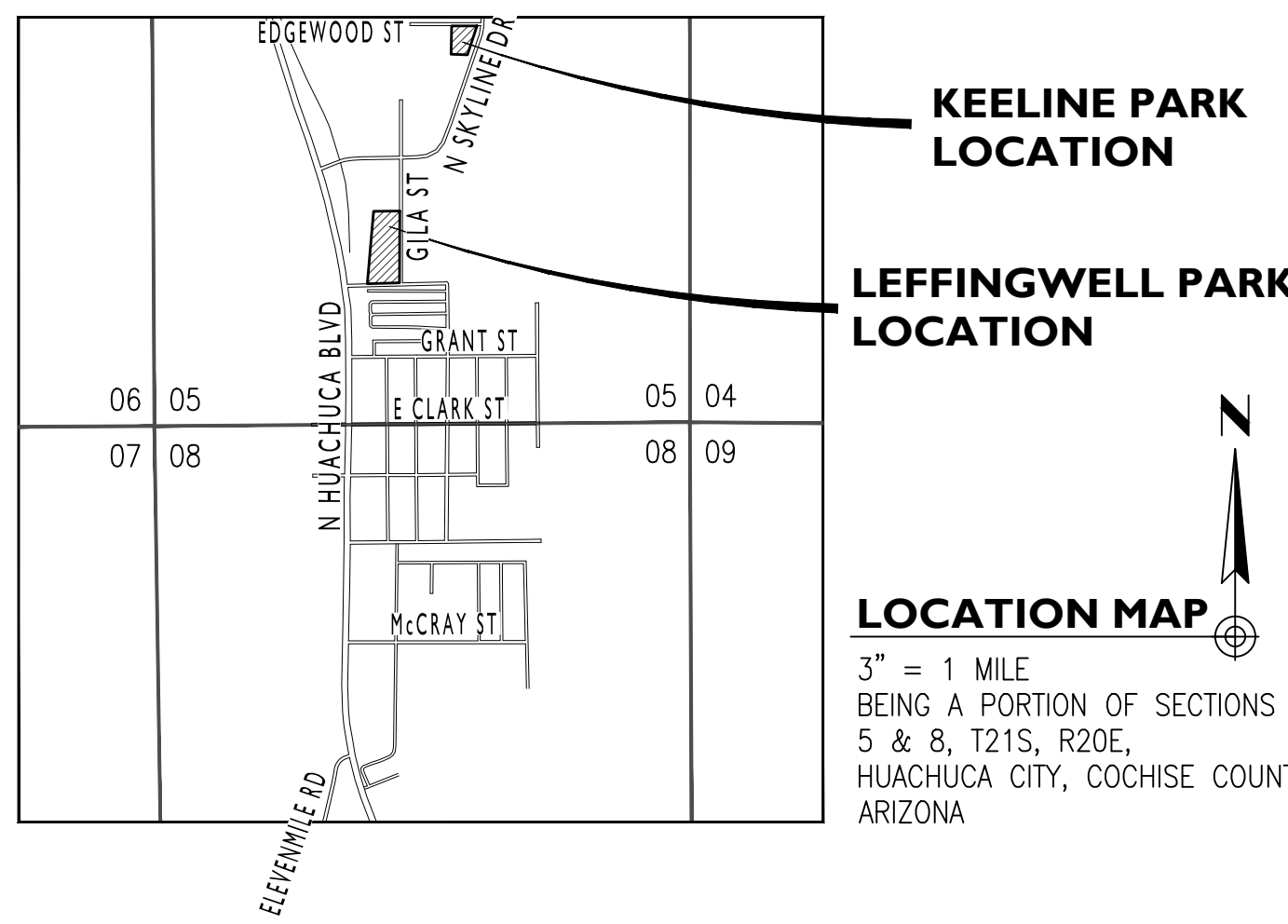
Being a portion of Sections 05 & 08, T21S, R20E,
Huachuca City, Cochise County, Arizona
CDBG #126-21

LEFFINGWELL PARK



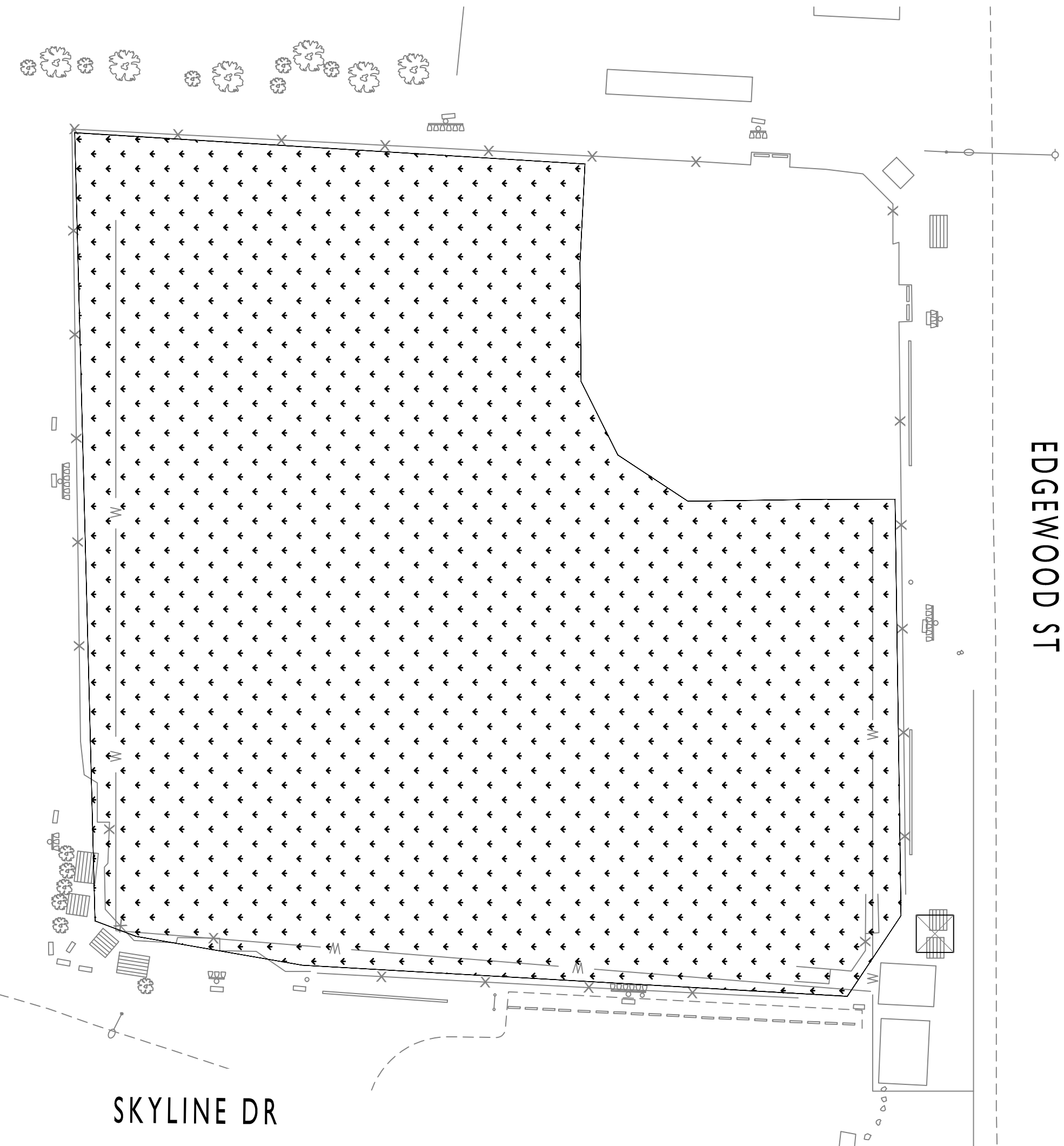
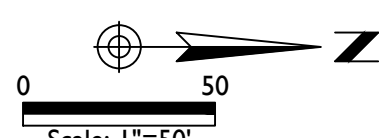
LEGEND		
EXISTING		PROPOSED
	PAVEMENT/SIDEWALK	
	WATER	
	SEWER	
	TREE/VEGETATION	
	FENCE	
	OVERHEAD ELECTRIC/POWER POLE	
	LIGHT POLE	
	MONUMENT SIGN	


ABBREVIATIONS			
AC	ACRES	M&P	MAPS AND PLATS
APN	ASSESSOR PARCEL NUMBER	OHE	OVERHEAD ELECTRIC
BCSM	BRASS CAP SURVEY MONUMENT	PAD	FINISH PAD ELEVATION
CMPA	CORRUGATE METAL PIPE ARCH	PAG	PIMA ASSOCIATION OF GOVERNMENTS
CMP	CORRUGATE METAL PIPE	PG	PAGE
CA	COMMON AREA	PUE	PUBLIC UTILITY EASEMENT
DKT	DOCKET	Q _{100EX}	EXISTING 100-YEAR FLOW
ESMT	EASEMENT	RCBC	REINFORCED CONCRETE BOX CULVERT
FFE	FINISH FLOOR ELEVATION	ROW	RIGHT-OF-WAY
FYS	FRONT YARD SETBACK	RYS	REAR YARD SETBACK
GB	GRADE BREAK	SD	STANDARD DETAIL
HP	HIGH POINT	SF	SQUARE FEET
JD	JURISDICTIONAL DETERMINATION	S/W	SIDEWALK
LP	LOW POINT	SYS	SIDE YARD SETBACK
LS/RLS	REGISTERED LAND SURVEYOR	TEP	TUCSON ELECTRIC POWER
MH	MANHOLE	EHSB	EROSION HAZARD SETBACK
		WHIA	WATER HARVESTING INFILTRATION AREA

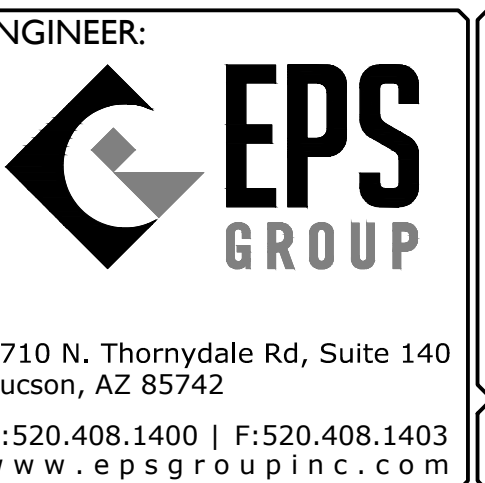


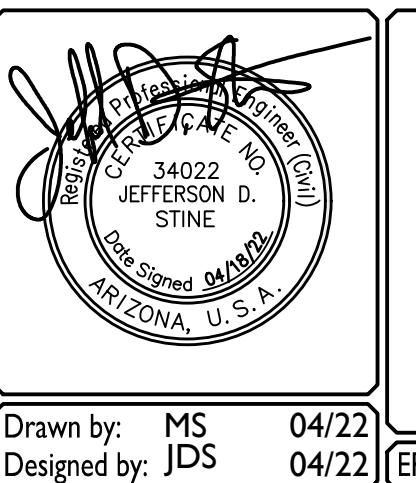
SHEET INDEX		
1	CS01	COVER SHEET
2	DT01	KEYNOTES/MATERIAL INFO.
3-4	DT02-DT03	DETAILS/SECTIONS
5-6	ST01-ST02	LEFFINGWELL PARK PLAN
7	ST03	KEELINE PARK PLAN
8-9	L1-L2	IRRIGATION PLANS AND DETAILS
10-11	E0.0-E0.2	ELECTRICAL PLANS

KEELINE PARK





ENGINEER:

8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T: 520.408.1400 | F: 520.408.1403
www.epsgruoinc.com



Drawn by: MS 04/22
Designed by: JDS 04/22

Cover Sheet for
**Town of Huachuca City Park
Parks Improvements**

Being a portion of Sections 05 & 08, T21S, R20E,
Huachuca City, Cochise County, Arizona

XXXXXXX
Scale: 1" = 40'
Contour Interval: N/A

CS01
Sheet No.
1 of 11

Date: 04/18/22

GENERAL NOTES

Materials Information	
1	RAMADA: 20'X20' STEEL RAMADA RELOCATED FROM HUNT PARK; SEE CONCRETE SLAB DETAIL
2	TRASH CAN: 32 GALLON PERFORATED STYLE STEEL TRASH RECEPTABLE. MODEL PR-32 WITH ROUND DOME LID AS MANUFACTURED BY BELSON.COM. COLOR OF CAN AND LID: ORANGE. SURFACE MOUNT IN PAVED AREAS PER MANUFACTURER'S RECOMMENDATIONS.
3	GRILL: ADA ADJUSTABLE ROTATING PEDESTAL GRILL WITH GALVANIZED POST (MODEL #G640H-3 BY BELSON.COM) IN-GROUND MOUNT PER MANUFACTURER'S RECOMMENDATIONS.
4	PICNIC TABLE: 6' ADA ACCESSIBLE PICNIC TABLE WITH 2 3/8" O.D. FRAME, Model 238-PR6, AS MANUFACTURED BY BELSON.COM. COLOR: ORANGE WITH BLACK FRAME. SURFACE MOUNT IN CONCRETE PER MANUFACTURER'S RECOMMENDATIONS.
5	BIKE RACK: (MODEL #CBBR-2URI-SS) - STAINLESS STEEL BIKE RACK, IN-GROUND MOUNT AS MANUFACTURED BY BELSON.COM
6	DRINKING FOUNTAIN: (#350SMSS) AS MANUFACTURED BY MOST DEPENDABLE FOUNTAINS. COLOR: CHROME. INSTALL PER MANUFACTURER'S RECOMMENDATIONS ON CONCRETE PAD (36"X36"X4").
7	8' ASPHALT PATH: SEE DETAIL
8	CONCRETE PAVEMENT: SEE DETAIL
9	PARK SIGN: SEE DETAIL
10	SWING SET: EXISTING SET RELOCATED
11	MONKEY BARS: EXISTING SET RELOCATED
12	PLAY STRUCTURE: SEE DETAIL
13	SAFETY SURFACE: ENGINEERED WOOD FIBER. SOF'FALL BY SOF-SOLUTIONS (WWW.SOF-SOLUTIONS.COM). 12" DEPTH. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
16 and 17	REHAB CONCRETE SURFACE: CLEAN SURFACE, FILL CRACKS, PAINT SURFACE WITH ANTI-SLIP TRAFFIC PAINT
21	NEW SOD:TIFGRAND BERMUDA, SEE LANDSCAPE PLANS
25	STAINLESS STEEL TOILET: wall hung, SS, back supply, 1-1/2" FIP back supply connection for concealed flushometers STAINLESS STEEL URINAL: Wall Hung, front mounted, 14 guage type 304 SS, flush valve not included STAINLESS STEEL SINK: 18-INCH LAVATORY BY ACORN 1652LRB; WALL HUNG, REAR MOUNT DUAL ROLL TOILET PATER DISPENSOR: VERTICAL LOCKABLE - 304 GRADE SS PARTITIONS: REPLACEMENT OF EXISTING STAINLESS STEEL PARTITIONS WITH NEW PANELS AND DOORS IN KIND. REPLACE MOUNTING HARDWARE

1.

THE SITE IS LOCATED IN SECTIONS 05 & 08, T21S, R20E, COCHISE COUNTY, ARIZONA
2.

THE OWNER OF THE PROPERTY IS THE TOWN OF HUACHUCA CITY
3.

THE TOTAL IMPROVEMENT AREA IS 1.42 ACRES
4.

ALL WORK SHALL CONFORM TO THE CONTRACT, REFERENCED STANDARDS, DRAWINGS, AND DETAILS.
5.

ALL WORK, INCLUDING, EARTHWORK, TRENCHING, BACKFILLING, BEDDING, AND PAVEMENT SHALL CONFORM WITH THE MARICOPA ASSOCIATION OF GOVERNMENT (MAG) STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC IMPROVEMENTS, AND TOWN OF HUACHUCA CITY GUIDELINES, CURRENT EDITIONS, EXCEPT AS MODIFIED BY THE CONSTRUCTION DOCUMENTS.
6.

THE CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS PRIOR TO COMMENCING WORK, AND THE NOTIFY OWNER AND ENGINEER OF ALL DISCREPANCIES FOUND.
7.

THE CONTRACTOR SHALL CONTACT THE ARIZONA 811 (800-782-5348) FOR UTILITY LOCATION MARKINGS A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF EARTHWORK.
8.

UTILITY LOCATIONS, AS SHOWN ON THE PLANS, WERE COMPILED BASED ON THE BEST AVAILABLE INFORMATION. HOWEVER, UTILITY LOCATIONS ARE NOT TO BE CONSIDERED EXACT OR COMPLETE. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES WITH THE APPROPRIATE ORGANIZATION AND, IF NECESSARY, POTHOLE FOR UTILITY LINES WHOSE EXACT HORIZONTAL OR VERTICAL LOCATION IS IN QUESTION.
9.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES "IN-PLACE" UNLESS OTHERWISE NOTED ON THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL INSTALL ALL TEMPORARY SUPPORTS REQUIRED. ALL TEMPORARY SUPPORTS SHALL BE CAPABLE OF RESTRICTING ALL HORIZONTAL AND LATERAL FORCES WITHIN THE UTILITY LINE, AND ALL INDUCED FORCES ACTING ON THE UTILITY LINE.
10.

THE CONTRACTOR SHALL COMPLY WITH ALL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS, INCLUDING WORKING WITHIN CONFINED SPACE AREAS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE DESIGN, INSTALLATION, AND MAINTENANCE OF ALL REQUIRED SHORING.
11.

ALL NEW PAVEMENT AND PAVEMENT REPAIRS SHALL CONFORM TO THE MAG STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC IMPROVEMENTS, CURRENT EDITION, EXCEPT AS MODIFIED BY THE CONSTRUCTION DOCUMENTS.
12.

STOCKPILING OF CONSTRUCTION MATERIALS AND STORAGE OF EQUIPMENT SHALL BE LIMITED TO AREAS AS APPROVED BY OWNER.
13.

ALL TREES, SHRUBS, AND VEGETATION SHALL BE PROTECTED DURING CONSTRUCTION, EXCEPT WHEN THE REMOVAL OF THE TREES, PLANTS, OR VEGETATION, IS SPECIFICALLY NOTED ON THE PLANS, OR APPROVED BY THE OWNER.
14.

ACCESS TO FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTIONS SHALL NOT BE RESTRICTED EXCEPT AS APPROVED BY THE OWNER.
15.

THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY SUBSTANTIAL DISCREPANCIES CONCERNING THE LOCATION AND FUNCTION OF EXISTING UTILITIES AS SHOWN ON THESE DRAWINGS.
16.

TRENCHING ACROSS ROADWAYS, DRIVES, AND SIDEWALKS, WHICH ARE OPEN TO THE PUBLIC, SHALL BE COLD PATCHED AND MAINTAINED, IF FINAL PAVEMENT PATCH IS NOT INSTALLED WITHIN THREE (3) DAYS OF COMPLETION OF THE TRENCH WORK.
17.

CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PRESERVE AND PROTECT EXISTING IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: ROADS, CURBS, FENCING, LIGHTING, STRUCTURES, UTILITIES, TREES AND IRRIGATION. ANY DAMAGED ITEMS WILL BE REPAIRED AND/OR REPLACED AT CONTRACTOR'S EXPENSE. SHOULD DAMAGE OCCUR, CONTRACTOR SHALL NOTIFY OWNER IMMEDIATELY AND PROVIDE AN INCIDENT REPORT.

a. ALL REPAIRS / REPLACEMENTS SHALL REQUIRE WRITTEN SUBMITTAL PERTAINING TO RELEVANT PRODUCTS, MEANS AND METHODS FOR OWNER APPROVAL PRIOR TO INITIATING THE WORK. ALL REPAIRS/REPLACEMENTS SHALL BE MADE AT THE CONTRACTOR'S EARLIEST OPPORTUNITY AND SHALL REQUIRE VISUAL INSPECTION AND APPROVAL BY OWNER. OWNER MAY WITHHOLD FINAL ACCEPTANCE OF THE PROJECT UNTIL SAID ITEMS HAVE BEEN SATISFACTORILY ADDRESSED.
18.

ALL WORK AREAS ASSOCIATED WITH THIS PROJECT SHALL BE PROPERLY SECURED AND CORDONED OFF TO PREVENT ACCESS FROM THE GENERAL PUBLIC. A MIN. 4-FT HIGH VISIBILITY SAFETY FENCE IS REQUIRED.
19.

THE POOL FACILITY WILL REMAIN IN OPERATION DURING CONSTRUCTION. CONTRACTOR SHALL MAINTAIN ADEQUATE AND SAFE PUBLIC INGRESS AND EGRESS TO THE FACILITY AND ALL ITS AMENITIES NOT DIRECTLY AFFECTED BY CONSTRUCTION FOR THE DURATION OF THE PROJECT. NO PUBLIC ACCESS SHALL BE RESTRICTED WITHOUT CONSENT OF OWNER.
20.

ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION PRIOR TO FINAL ACCEPTANCE.
21.

CONTRACTOR SHALL SCHEDULE WORK SO AS TO MINIMIZE UTILITY DOWN TIMES AND NOTIFY OWNER 48 HOURS IN ADVANCE OF ANY UTILITY SHUTDOWNS.
22.

ALL UNDERGROUND UTILITY WORK SHALL BE INSPECTED PRIOR TO BACKFILLING. THIS SHALL INCLUDE, BUT NOT LIMITED TO: IRRIGATION, POTABLE WATER, SEWER, ELECTRICAL AND GAS. CONTRACTOR SHALL NOTIFY APPROPRIATE STAFF WITH A MIN. 24 HOURS ADVANCED NOTICE. 48 HOURS IS PREFERRED.
23.

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SURVEYING, STAKING AND GENERAL LAYOUT REQUIREMENTS AS NEEDED TO CONSTRUCT THE PROJECT.

UTILITY SYSTEMS PROTECTION NOTES

1.

THE EXISTENCE AND LOCATION OF EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLANS IS BASED ON THE BEST AVAILABLE INFORMATION, BUT SHOULD NOT BE CONSIDERED TO BE EITHER COMPLETE OR ACCURATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING EXISTING UTILITIES. THIS WILL INCLUDE NON-DESTRUCTIVE POTHOLING.
2.

CALL ARIZONA BLUE STAKE (DIAL 811) A MINIMUM OF TWO WORKING DAYS PRIOR TO ANY EXCAVATION.
3.

PRIOR TO TRENCHING OPERATIONS, ALL UTILITY FACILITIES, UTILITY MAINS AND SERVICE LINES SHALL BE EXPOSED BY HAND DIGGING OR OTHER NON-DESTRUCTIVE METHODS SUCH AS HYDRO-VACUUMING.
4.

ALL EXISTING UTILITY MAINS AND SERVICE LINES SHALL BE PROTECTED IN PLACE. CONCRETE ENCASEMENT SHALL NOT BE PLACED ON ANY PIPELINE OR SERVICE LINE WITHOUT THE APPROVAL OF THE UTILITY/OWNER.
5.

REPLACEMENT OF BEDDING, SHADING, POLYETHYLENE PLASTIC ENCASEMENT, OR TRACER WIRE SHALL BE IN ACCORDANCE WITH THE UTILITY OWNER'S STANDARD SPECIFICATIONS AND DETAILS. ALL SUCH WORK SHALL BE SUBJECT TO THE UTILITY OWNER'S INSPECTION AND ACCEPTANCE.

SCOPE OF WORK AT LEFFINGWELL PARK

1.

Relocate Fencing on north side of Skate Park/Tennis/Basketball Court
2.

Remove existing concrete pipes and slide
3.

Clear, Grade and Prep AC Path around park (install sleeves for irrigation and electric)

a. Install ABC and AC around Park
4.

Clear and Prep Concrete Pads under existing and relocated ramadas

a. Pour Concrete Pads under ramadas

b. Install Picnic Tables, Grills (2 each)

c. Install Ramadas (existing and relocated)
5.

Clear and Prep area for Playground, Sidewalk, Swings and Monkey Bars

a. Pour Concrete sidewalk and border around playground

b. Install Play Structure, Swings and Monkey Bars
6.

Rip and Prep Turf Area
7.

Trench and install electrical
8.

Trench and install irrigation
9.

Install Sod
10.

Install Water Fountains, Grills, Bike Rack, Garbage Can and Sign
11.

Concrete Surface Rehab

a. Clean Cracks of vegetation and dirt

b. Clean and Prep concrete
12.

Replace Stainless Steel Fixtures in Bathroom

a. Toilet (3 each)

b. Urinal (1 each)

c. Sink (2 each)

d. Partitions/Doors (3 each)

Note that this list is not comprehensive. Refer to the plans and specifications for all items included in the scope of work. The contractor shall provide all labor and materials, including incidental items, required for construction of all items included in the plans and specifications.

Paint

COURTS SHALL BE RESURFACED WITH THE ANTI SLIP TRAFFIC PAINT AS MANUFACTURED BY WATCO OR APPROVED EQUAL. COLORS SHALL BE AS NOTED OR AS SELECTED BY THE OWNER. SEE SPECIFICATIONS

ADA Accessible Slopes:

Longitudinal Slopes of New Concrete and AC Paths shall not exceed 5%, cross slopes shall not exceed 2%.

Permits and Inspections:

The Contractor will obtain and pay for all required permits, reviews, inspections, applications and approvals required for construction of the project.

Damage: Any damaged pavement, plants, irrigation equipment, fencing, utilities, or other items that are located outside of the limits of work shall be replaced by the Contractor at no additional cost to the Owner.



ENGINEER:

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Drawn by: MS 04/22
Designed by: JDS 04/22

General Notes for
Town of Huachuca City
Park Improvements

Being a portion of Sections 05 & 08, T21S, R20E,
Huachuca City, Cochise County, Arizona

EPS Project No. 21-0745

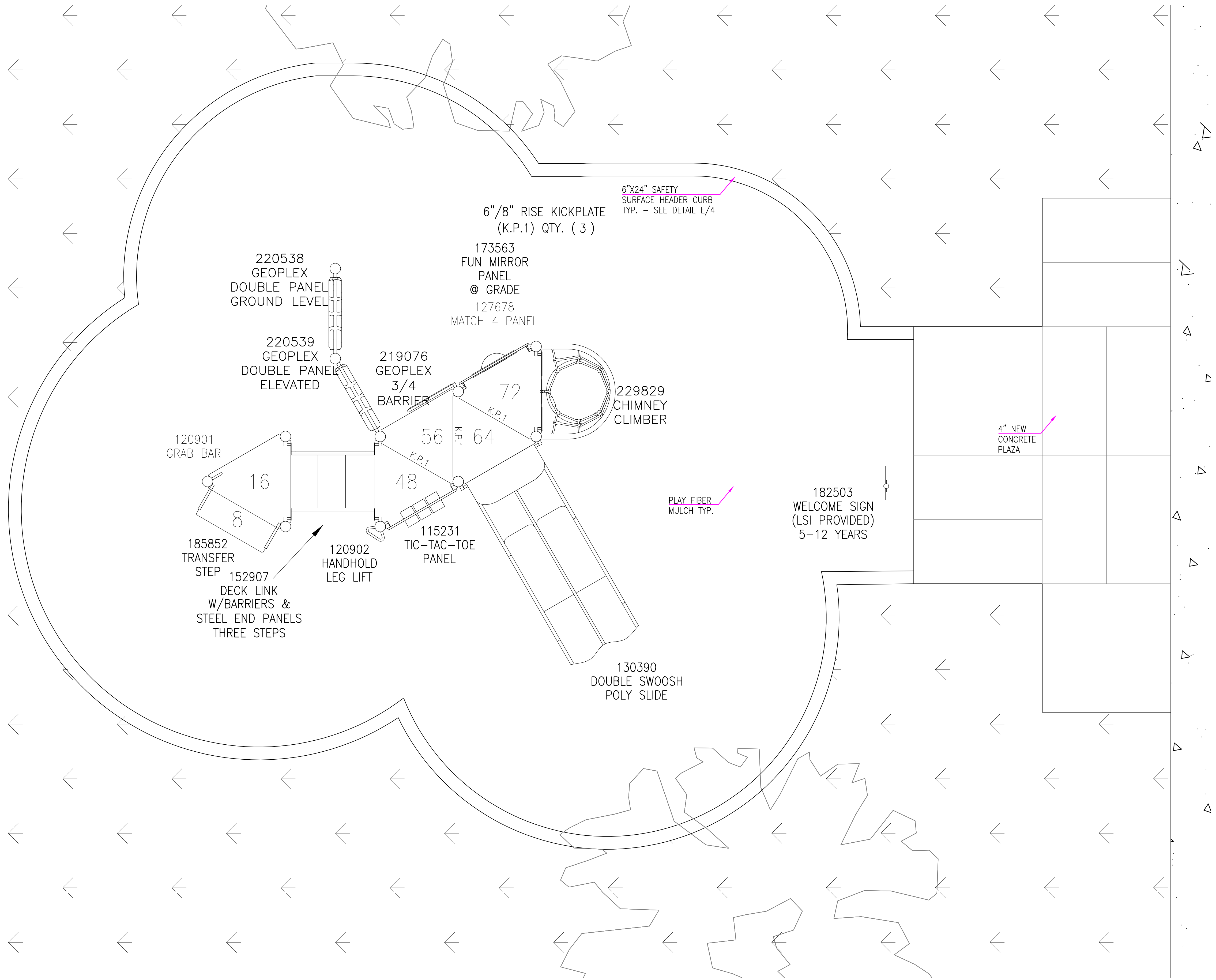
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Contour Interval: N/A

DT01

Sheet No.
2 of
11



LEFFINGWELL PARK PLAYGROUND DETAIL

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Construction Details for
Town of Huachuca City Park Improvements

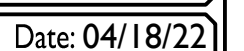
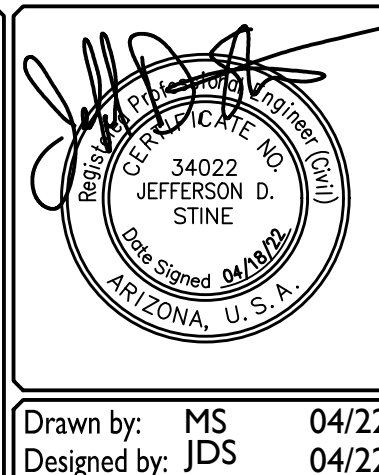
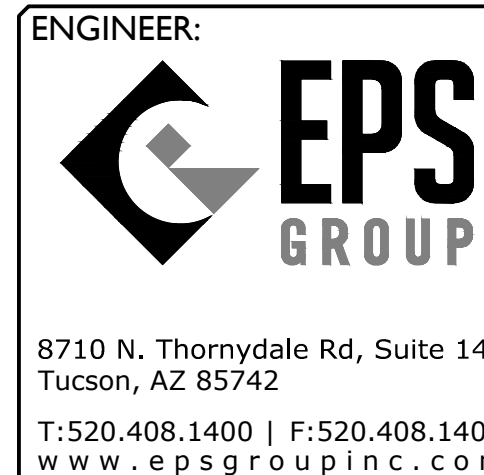
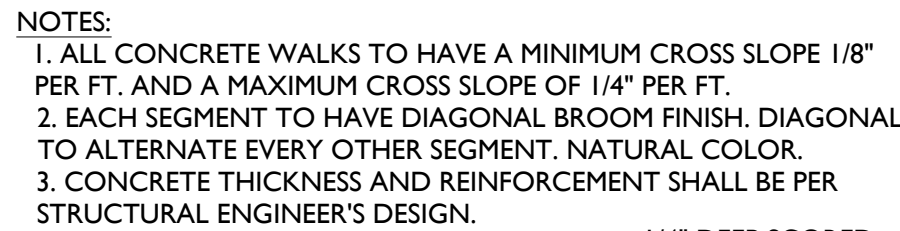
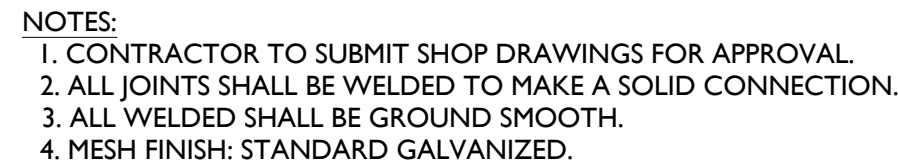
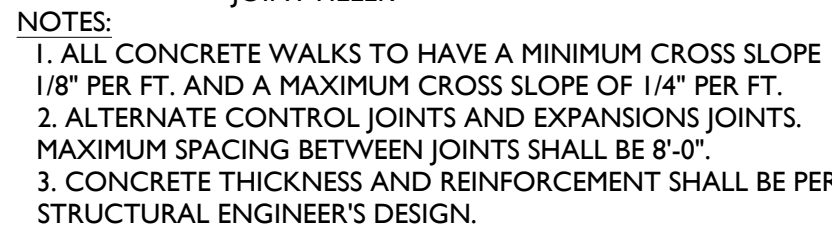
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Huachuca City, Cochise County, Arizona

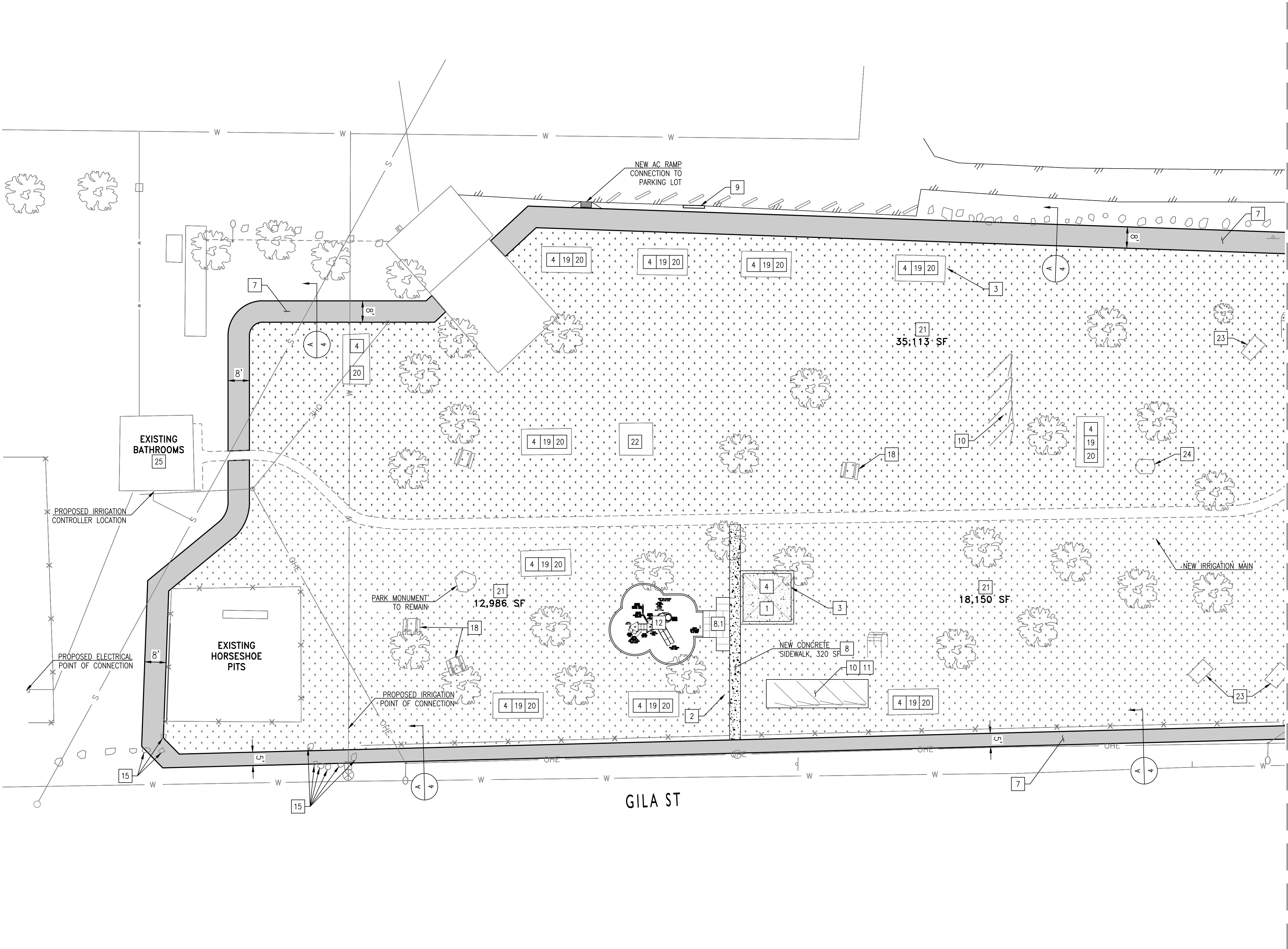
EPS Project No. 21-0745

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DT02

Sheet No.
3 of 11





- KEYNOTES:**
- 1 RELOCATED EXISTING RAMADA FROM HUNT PARK – SEE DETAIL F/4
 - 2 NEW TRASH RECEPTACLE
 - 3 NEW GRILL
 - 4 NEW SIX FOOT PICNIC TABLE
 - 5 NEW BIKE RACK
 - 6 NEW DRINKING FOUNTAIN
 - 7 NEW ASPHALT PATH (5-FT OR 8-FT WIDE) – SEE DETAIL A/4
 - 8 NEW CONCRETE SIDEWALK PAVEMENT – SEE DETAIL D/4
 - 8.1 NEW CONCRETE PLAZA PAVEMENT – SEE DETAIL C/4
 - 9 INSTALL NEW PARK SIGN – SEE DETAIL G/4
 - 10 RELOCATE EXISTING SWING SET
 - 11 RELOCATE EXISTING MONKEY BARS
 - 12 INSTALL NEW PLAY STRUCTURE
 - 13 INSTALL SAFETY SURFACE – FIBER WOOD CHIPS – SEE DETAIL D/4
 - 14 REMOVE EXISTING VEGETATION
 - 15 RELOCATE OBSTRUCTION – PER TOWN DIRECTION
 - 16 REHAB SKATE PARK SURFACE
 - 17 REHAB BASKETBALL/TENNIS COURT SURFACE
 - 18 EXISTING PICNIC TABLE TO REMAIN
 - 19 CONSTRUCT CONCRETE SLAB UNDER EXISTING RAMADA – SEE DETAIL F/4
 - 20 NEW ELECTRICAL RECEPTACLE
 - 21 NEW SOD
 - 22 EXISTING GRILL AND SHADE STRUCTURE TO REMAIN
 - 23 REMOVE CONCRETE PIPE
 - 24 REMOVE SLIDE
 - 25 REPLACE ALL STAINLESS STEEL FIXTURES IN RESTROOM
 - 26 NEW 6-FT CHAIN LINK FENCE – SEE DETAIL B/4

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Drawn by: MS 04/22
Designed by: JDS 04/22

Site Plan
for
Leffingwell Park Improvements

Being a portion of Sections 05 & 08, T21S, R20E,
Huachuca City, Cochise County, Arizona

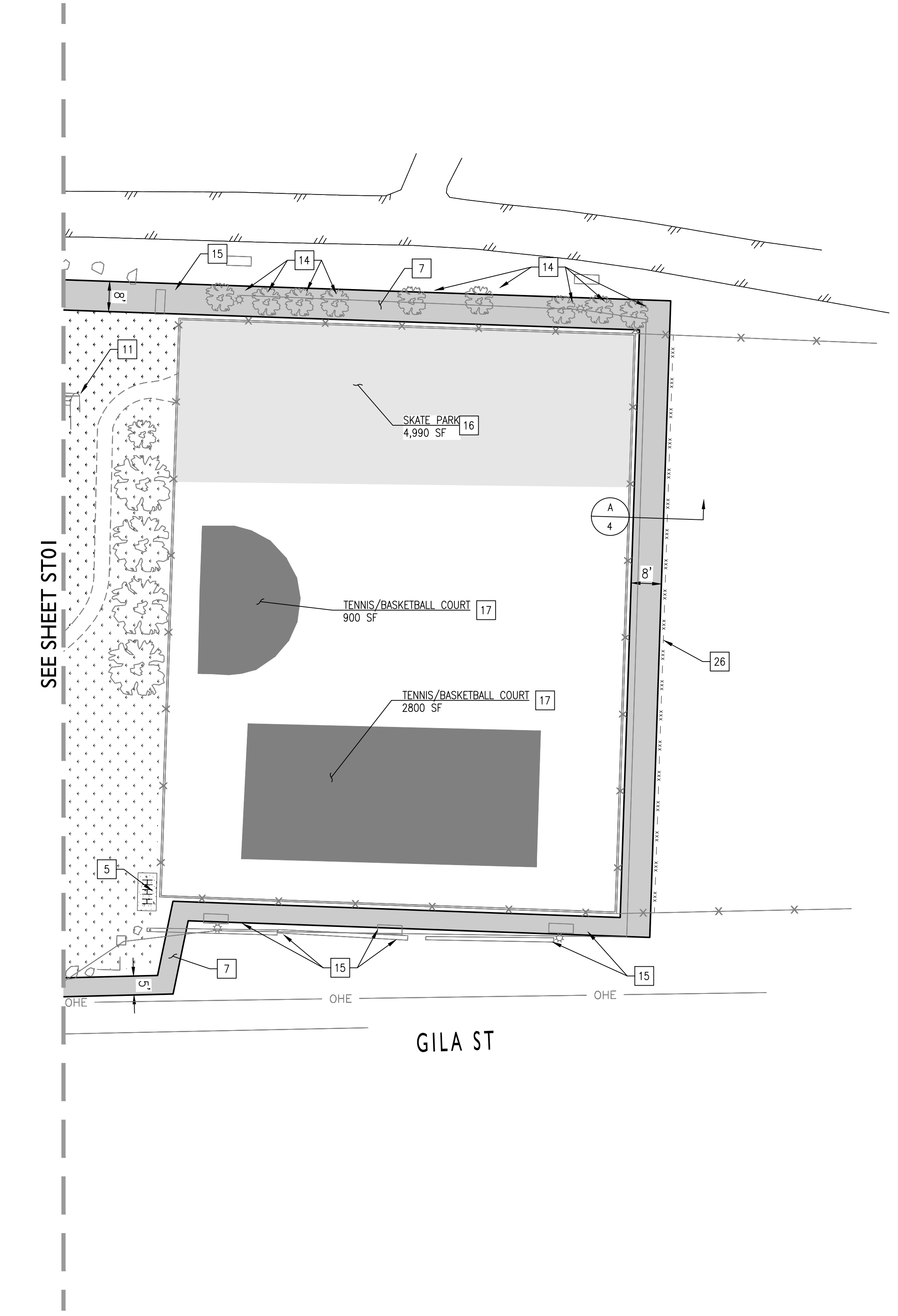
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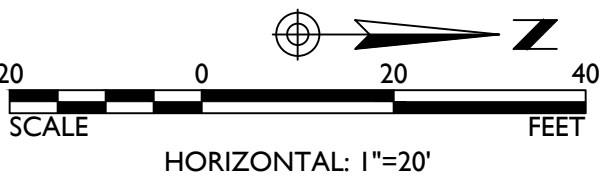
Sheet No.
5 of
11

Date: 04/18/22



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Professional Engineer Seal for Jeffrey D. Stine, State of Arizona, No. 34022.

Drawn by: MS 04/22
Designed by: JDS 04/22

Site Plan
for
Leffingwell Park Improvements

Being a portion of Sections 05 & 08, T21S, R20E,
Huachuca City, Cochise County, Arizona

EPS Project No. 21-0745 Date: 04/18/22

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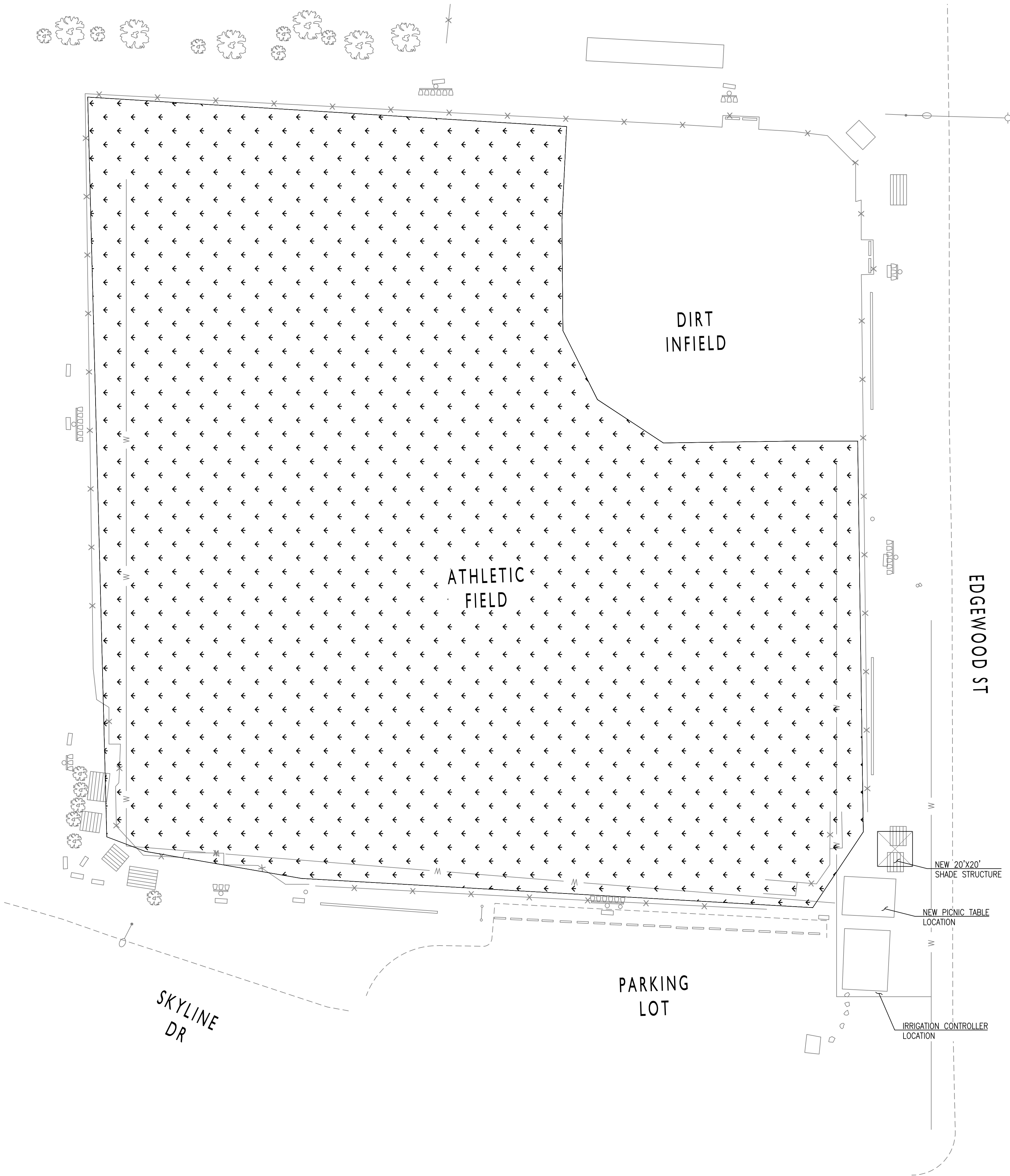
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Sheet No.
6 of 11

21-0745

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KEELINE PARK SCOPE OF WORK:

- BID ITEM 22 – REPAIR AND/OR REPLACE EXISTING IRRIGATION SYSTEM FOR ATHLETIC FIELD (FORCE ACCOUNT ITEM)
- BID ITEM 24 – NEW SHADE STRUCTURE OVER BLEACHERS (20' X 20')
- BID ITEM 25 – NEW DRINKING FOUNTAIN
- BID ITEM 26 – NEW PICNIC TABLES (2 EACH)

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Designed by: JDS 04/22

Site Plan
for
Keeline Park Improvements
Being a portion of Sections 05 & 08, T21S, R20E,
Huachuca City, Cochise County, Arizona

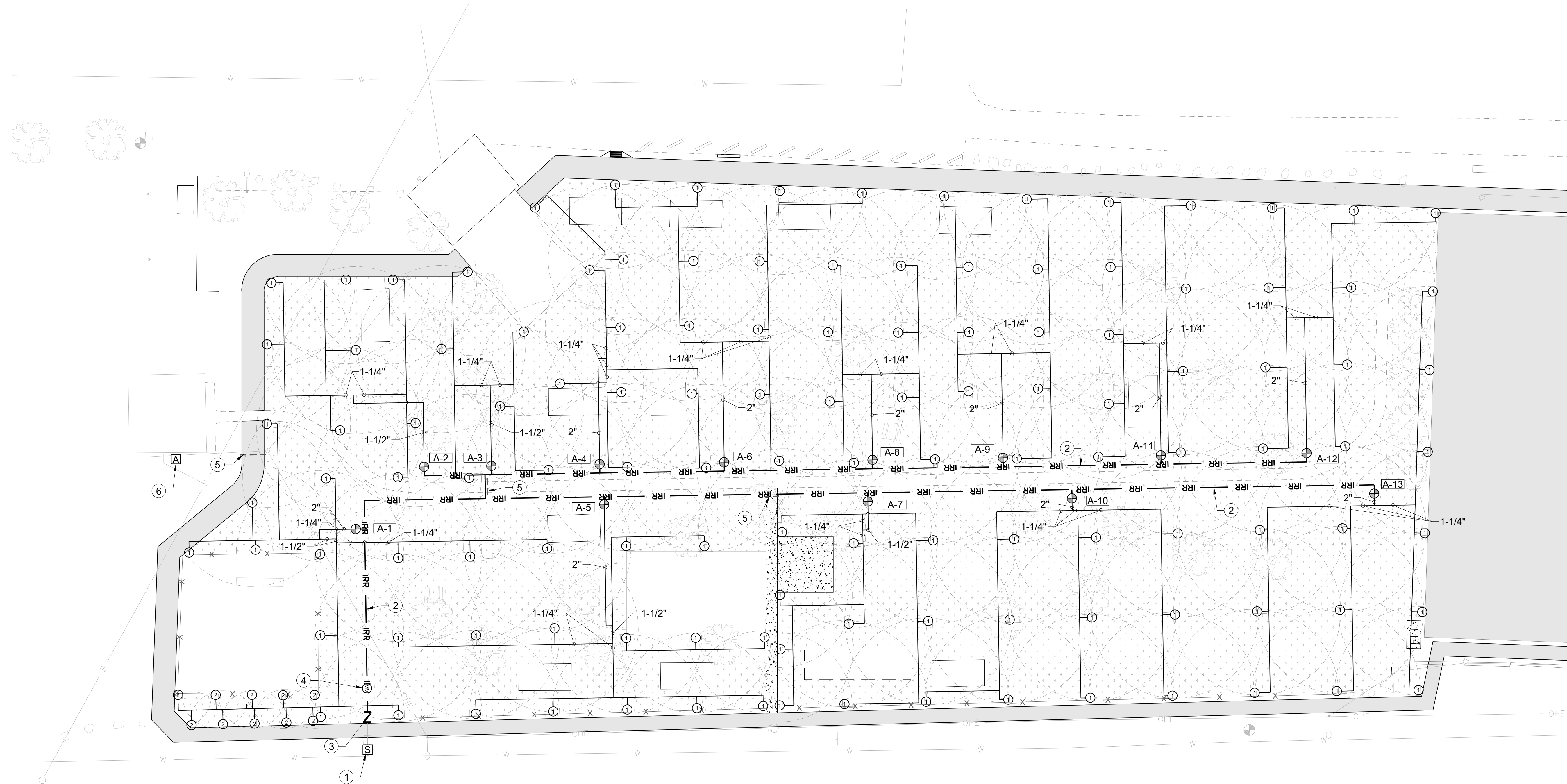
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ST03

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GILA STREET

Irrigation lines and equipment are shown schematically. Contractor shall locate all irrigation lines and equipment outside of hardscape areas unless otherwise noted.

- IRRIGATION LEGEND**
furnish and install all material per plans, details, and specifications
- irrigation source / point of connection - existing meter
 - reduced pressure backflow preventer - watts u009 - 1" w/ enclosure
 - irrigation mainline - sch. 40 pvc 2-1/2" w/ sch. 80 fittings, 2hr pressure test at 150 psi
 - irrigation controller - rain master eagle; rme18eg-none
 - master valve and flow sensor: master valve - superior 3100 n.o. - 1"; flow sensor - cst fsi-t series - 1", ev-cab-sen
 - remote control valve - irrigrol 700 series, 700-1
 - irrigation sleeve - class 200 pvc - 4" mainlines and multiple lines 2" single line and controller wiring
 - sprinkler line - sch. 40 pvc - 1" unless otherwise shown

- sprinkler - hunter mp rotator 3000
- sprinkler - hunter mp rotator 1000

IRRIGATION VALVE SCHEDULE

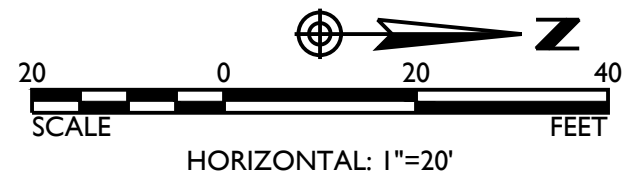
Valve	Size	Type	Valve	Size	Type
A-1	1"	turf - 29.87gpm	A-10	1"	turf - 29.12gpm
A-2	1"	turf - 20.88gpm	A-11	1"	turf - 29.12gpm
A-3	1"	turf - 18.15gpm	A-12	1"	turf - 26.34gpm
A-4	1"	turf - 29.07gpm	A-13	1"	turf - 28.16gpm
A-5	1"	turf - 29.02gpm	A-14		not used
A-6	1"	turf - 29.12gpm	A-15		not used
A-7	1"	turf - 23.61gpm	A-16		not used
A-8	1"	turf - 29.12gpm	A-17		not used
A-9	1"	turf - 29.12gpm	A-18		not used

- VALVE SCHEDULE NOTES:**
- Valve calculation is an estimate, contractor shall provide final valve flow in gallons per minute on as-built plans.

- IRRIGATION KEY NOTES**
- Irrigation source
 - Irrigation mainline
 - Backflow preventer
 - Master valve and flow sensor
 - Irrigation sleeve - refer to paving & grading plans
 - Irrigation controller

1 IRRIGATION PLAN

Scale: 1"=20'



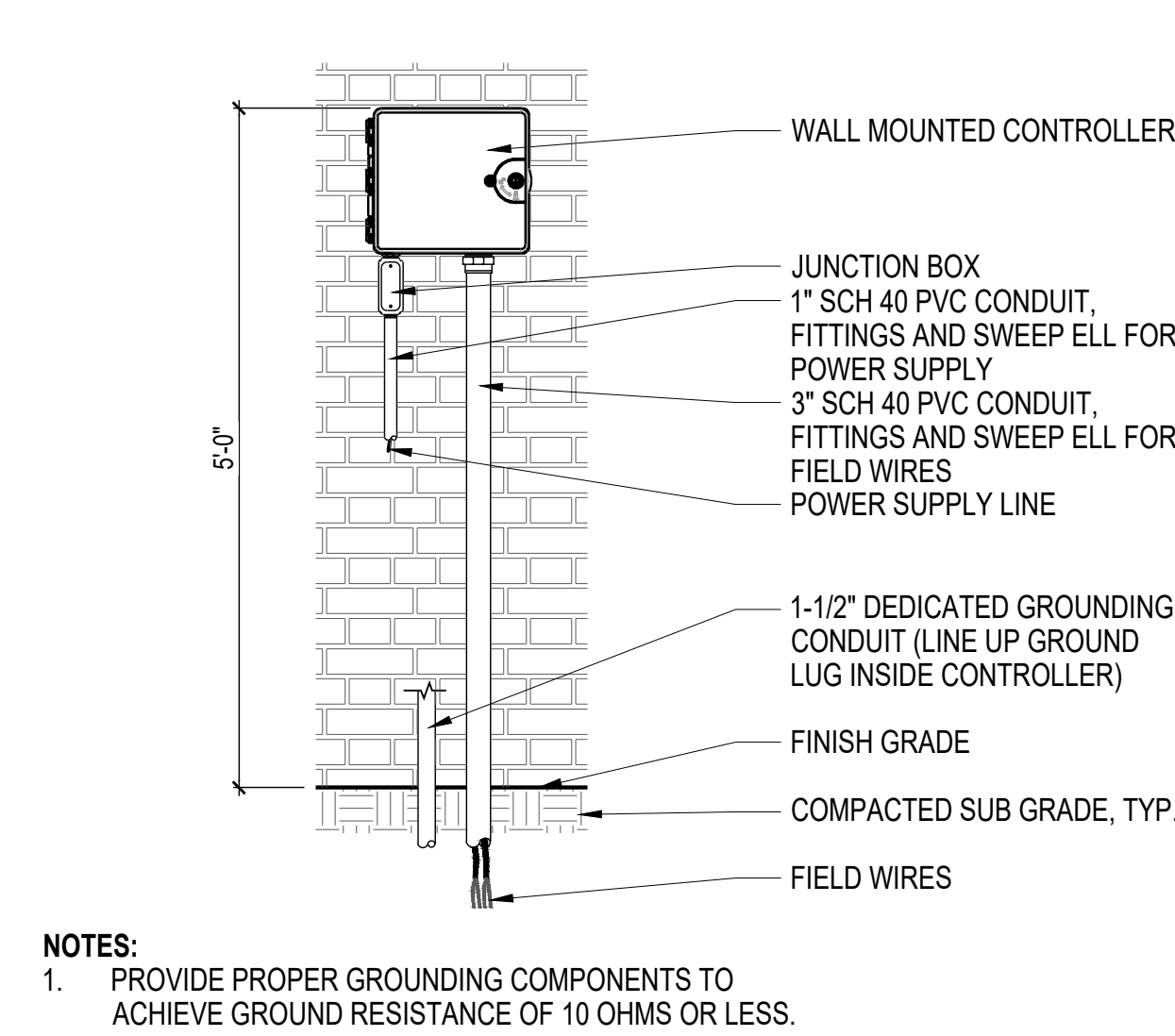
LANDSCAPE ARCHITECT:
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environmental services | irrigation design
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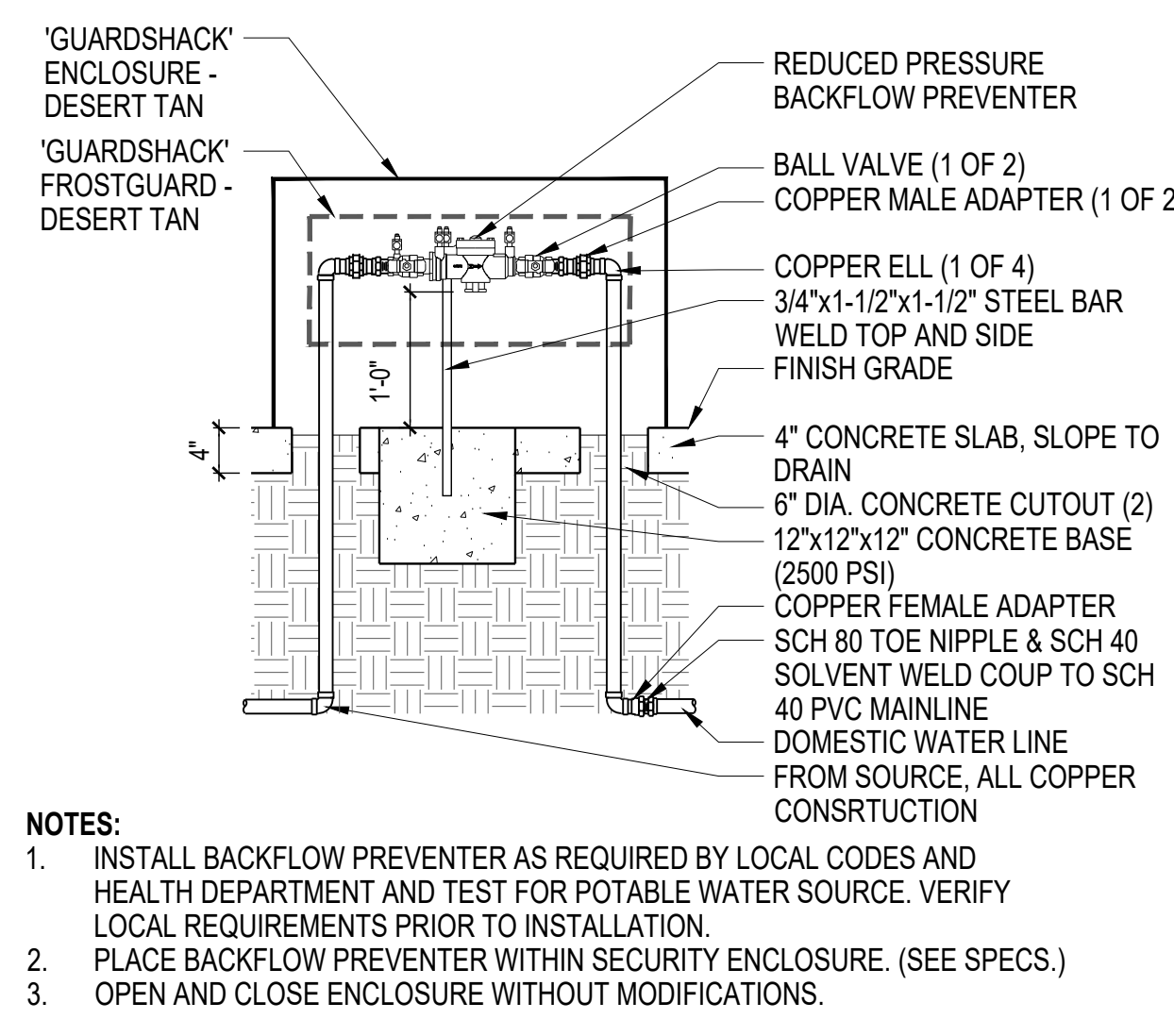
REGISTERED LANDSCAPE ARCHITECT
39813
ERIC R. BARRETT
04/22
EXPIRES 9/30/2024
Drawn by: DR 04/22
Designed by: DR 04/22

Site Plan
for
**Town of Huachuca City Park
Parks Improvements**
Being a portion of Sections 05 & 08, T21S, R20E,
Huachuca City, Cochise County, Arizona
EPS Project No. 21-0745
Date: 04/20/22

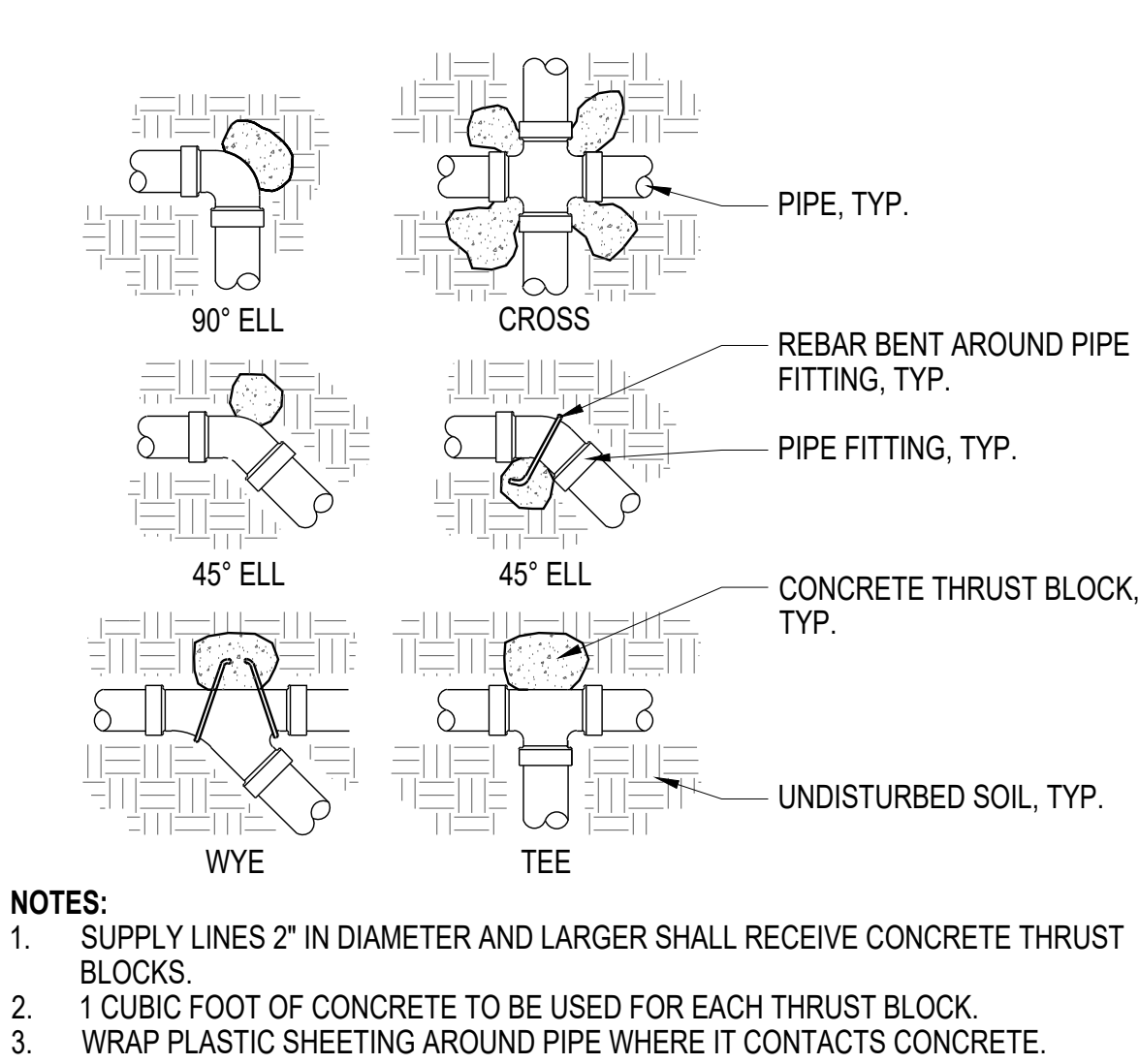
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5 of 6



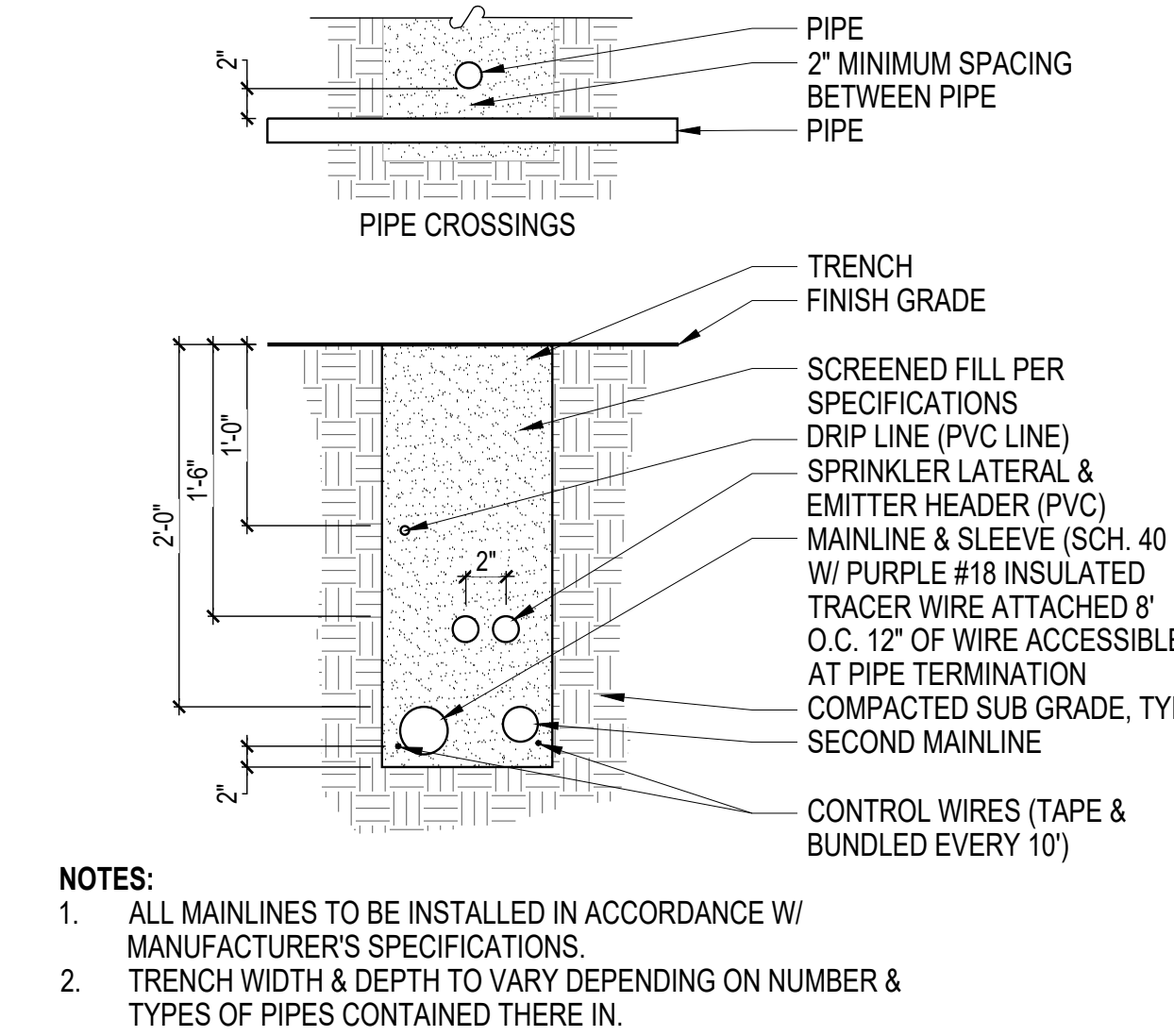
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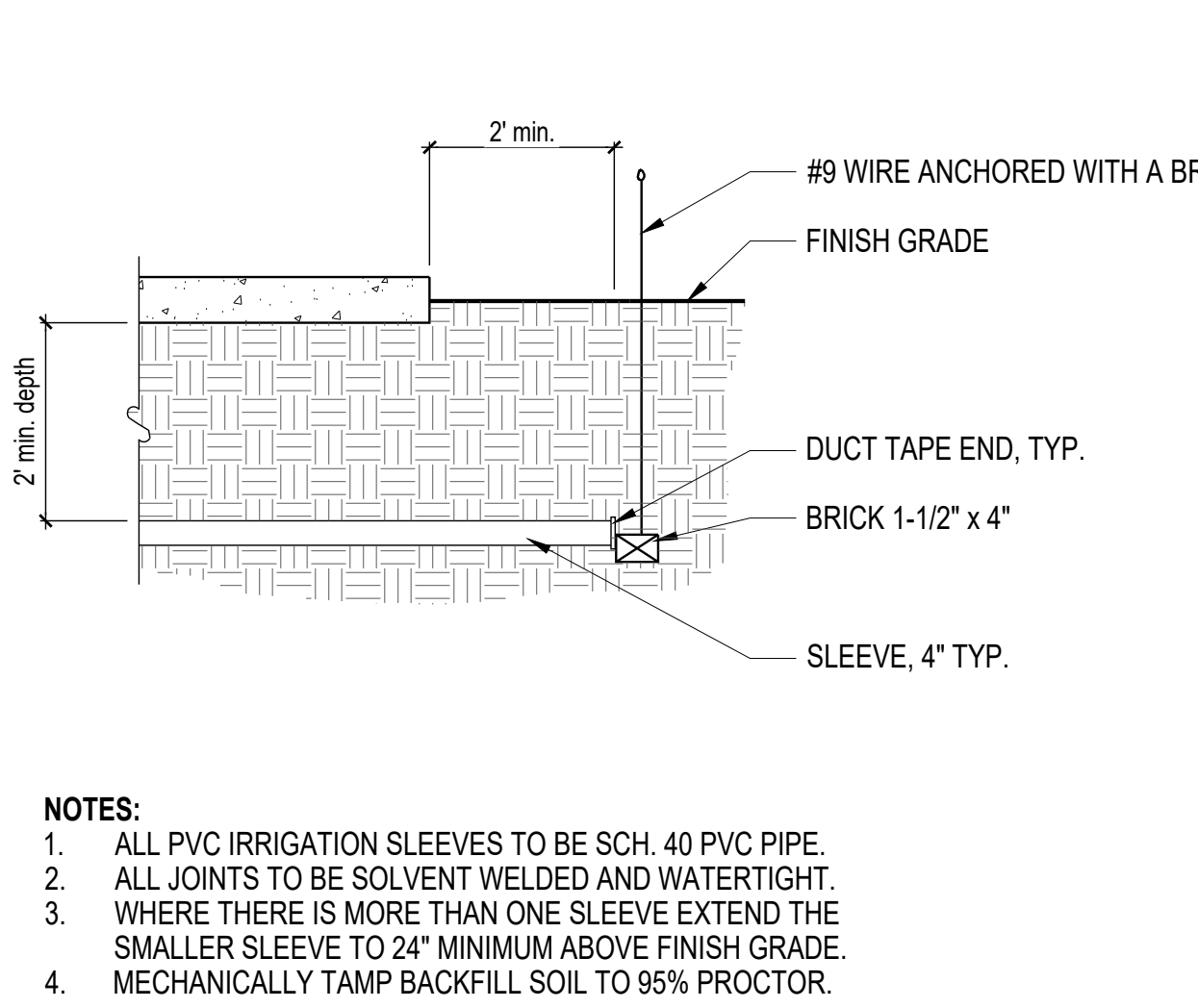
2 REDUCED PRESSURE BACKFLOW PREVENTER NTS



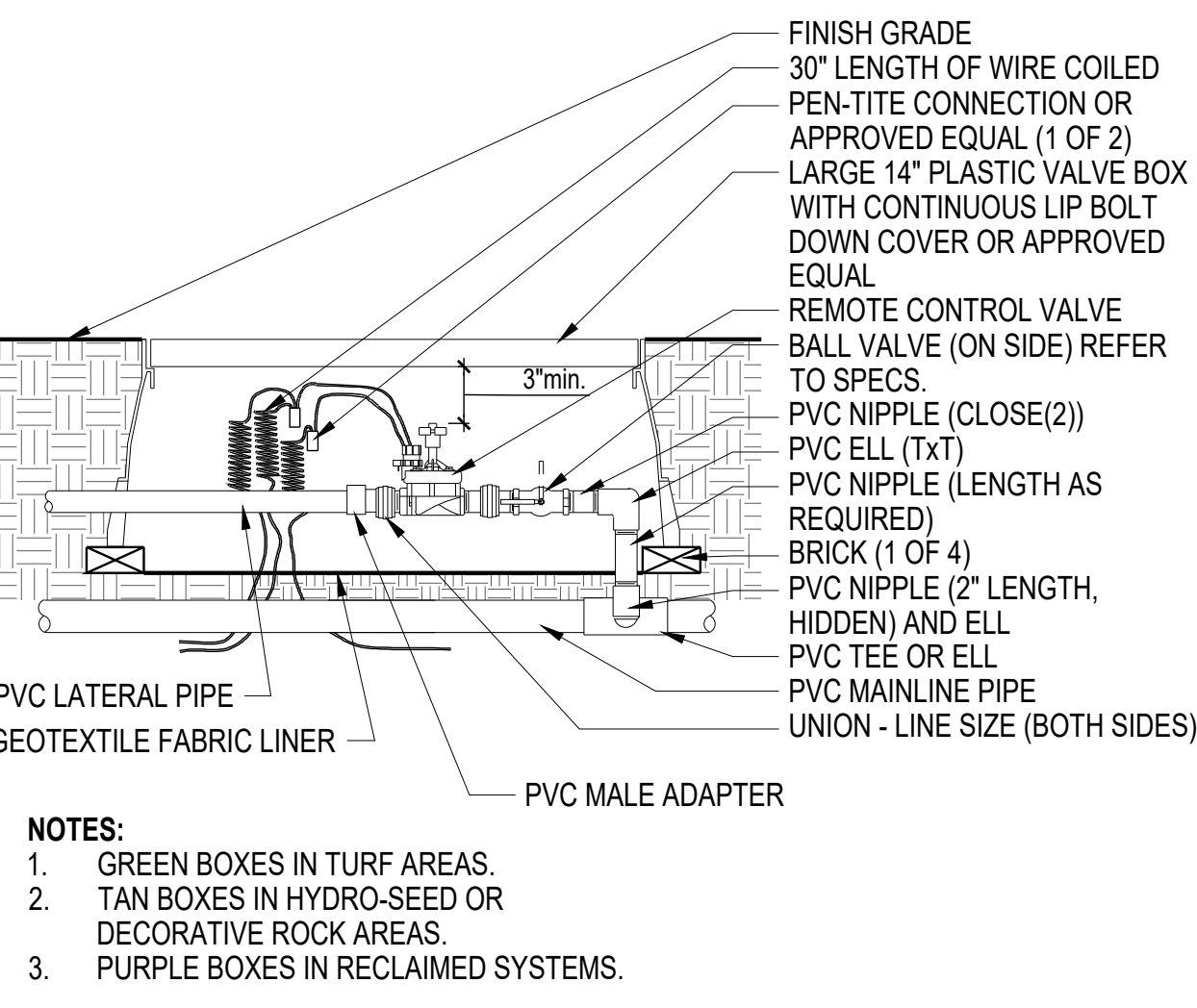
3 MAIN LINE THRUST BLOCK NTS



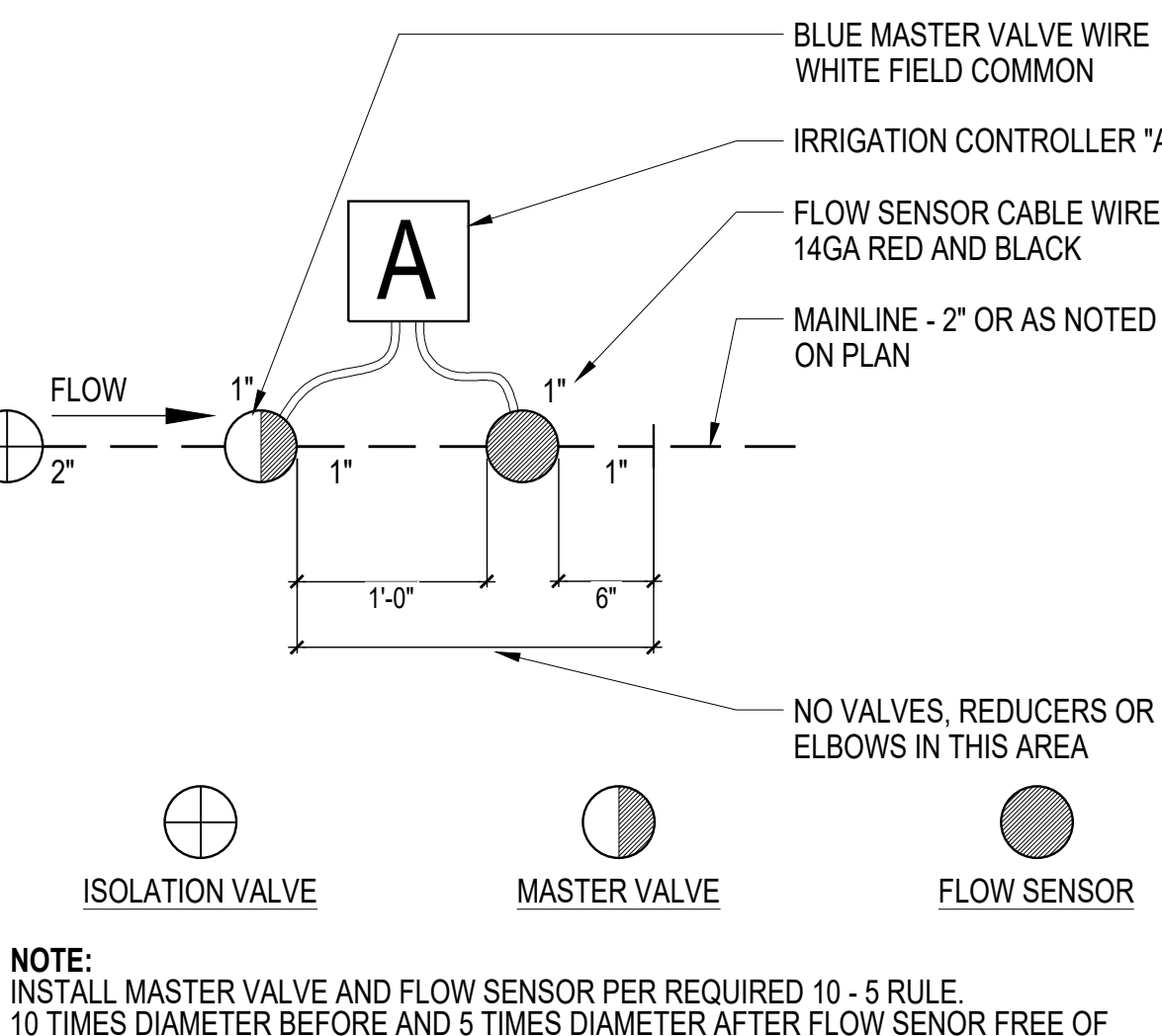
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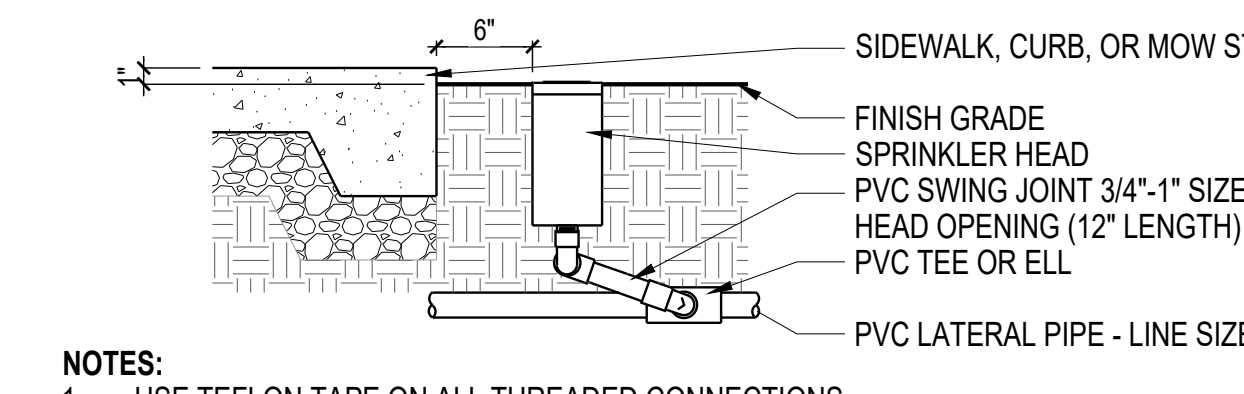
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6 REMOTE CONTROL VALVE ASSEMBLY NTS



7 MASTER VALVE AND FLOW SENSOR DIAGRAM NTS



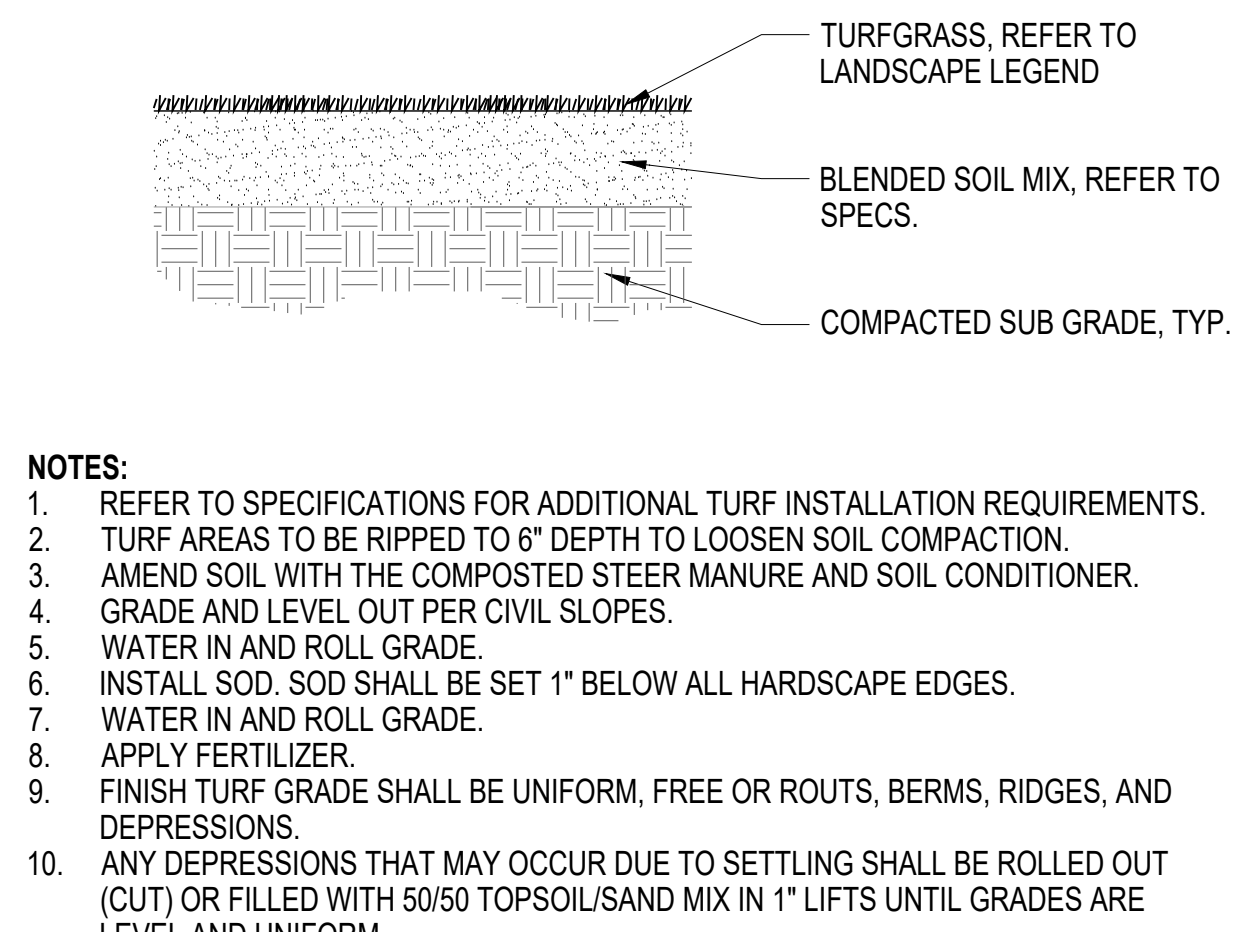
8 ROTOR HEAD NTS

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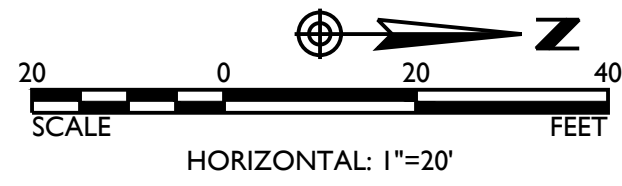
1. ALL 1/2" LATERAL PIPE TO BE CLASS 315 PVC. ALL PIPE 3/4" TO 2-1/2" TO BE SCH. 40 PVC, PIPE 3" AND LARGER TO BE CLASS 200 PVC OR AS NOTED ON IRRIGATION LEGEND.
2. MAIN LINE - SCH. 80 FITTINGS.
3. LATERAL AND DRIP LINES SCH. 40 FITTINGS.
4. PRESSURE TESTS, 4 HOURS:
 - MAIN LINE AT 150 PSI
 - LATERALS AND DRIP LINE AT 70 PSI

PIPE SIZE	FLOW (GPM)
1/2"	0 - 5
3/4"	5 - 10
1"	10 - 12
1-1/4"	12 - 20
1-1/2"	20 - 30
2"	30 - 46
2-1/2"	46 - 60
3"	60 - 110
4"	110 - 190
6"	190 - 340

9 PIPE SIZING SCHEDULE NTS



10 TURF GRADE PREPARATION NTS



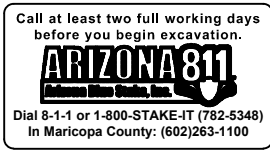
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Site Plan
for
**Town of Huachuca City Park
Parks Improvements**
Being a portion of Sections 05 & 08, T21S, R20E,
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EPS Project No. 21-0745
Date: 04/20/22

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Sheet No.
6 of 6



ELECTRICAL NOTES

1. COMPLY WITH OR EXCEED THE REQUIREMENTS OF THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE, AND APPLICABLE LOCAL, STATE, AND FEDERAL ORDINANCES. OBTAIN ALL REQUIRED STATE AND LOCAL PERMITS AND ASSOCIATED FEES.
2. COMPLY WITH ARIZONA REVISED STATUTES TITLE 44, CHAPTER 9, AS AMENDED BY ARTICLE 19.
3. COVERS SHALL BE CAST ALUMINUM, WP WITH PLUG INSERTED.
4. COORDINATE WITH OTHER TRADES TO AVOID CONFLICTS AND TO VERIFY EQUIPMENT CONNECTIONS, AND FOR COMPLETE INSTALLATION AND CONNECTION.
5. INSTALL A COMPLETE ELECTRICAL SYSTEM PER CONTRACT DRAWINGS AND ENSURE THAT THE SYSTEM IS OPERATIONAL UPON JOB COMPLETION.
6. COORDINATE ALL WIRING DEVICE LOCATIONS AND ELEVATIONS INDICATED ON PLANS WITH THE OWNER, ARCHITECT AND FINAL FURNITURE/EQUIPMENT LAYOUTS.
7. A) FURNISH AND INSTALL ALL BRANCH CIRCUIT WIRING IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE AND THIS DRAWING.
B) MAXIMUM LOAD PER 20A/1P CIRCUIT: 1920 WATTS (120V).
C) VOLTAGE DROP SHALL BE LIMITED TO 3% ON ALL BRANCH CIRCUITS.
11. A) INSTALL CONDUIT WITH SIZES AS INDICATED OR REQUIRED RIGIDLY SECURED IN PLACE WITH NOT LESS THAN ONE MALLEABLE, CORROSION PROOF, ALLOY STRAP OR HANGER PER EIGHT FEET OF CONDUIT. PERFORATED STRAPPING IS NOT ACCEPTABLE.
B) SUPPORT CONDUITS FROM STRUCTURAL SLABS, WALLS, STRUCTURAL MEMBERS AND ROOF JOISTS. DO NOT SUPPORT CONDUITS FROM CEILING TIE WIRES, DUCTWORK, PIPING OR OTHER NONSTRUCTURAL MEMBERS.
12. PANELBOARDS: COPPER BUS
A) PROVIDE BREAKERS BOLTED IN PLACE. BREAKERS TO HAVE MINIMUM 10,000 AIC RATING. MULTI-POLE BREAKERS WITH COMMON TRIP SHALL BE FURNISHED WITH 4 BREAKER LOCK-ONE FOR EACH BRANCH CIRCUIT PANELBOARD.
B) BALANCE PANEL FEEDERS WITHIN 5% UNDER FULL LOAD CONDITIONS.
C) VERIFY ELECTRICAL REQUIREMENTS FOR MOTORS AND EQUIPMENT PRIOR TO ORDERING BREAKERS FOR PANELBOARDS.
D) PROPERLY FILL IN CIRCUIT DIRECTIONS WITH A TYPEWRITER AT THE COMPLETION OF THE JOB, WITH DESIGNATIONS AS DETERMINED BY ARCHITECT.
14. MOUNT OUTLET BOXES FLUSH AND CONCEAL CONDUIT UNO ROUTING AND METHODS USED TO ACHIEVE CONCEALED AND FLUSH EQUIPMENT INSTALLATION ARE THE RESPONSIBILITY OF THE CONTRACTOR. COORDINATE WITH OTHER AFFECTED TRADES. SEE SPECIFICATIONS FOR CUTTING AND PATCHING.
15. REMODELING, MODIFYING, PATCHING AND REPAIR OF EXISTING BUILDING COMPONENTS SHALL BE DONE AS REQUIRED TO PRODUCE FINISHED WORK EQUAL TO THE NEW WORK AS SPECIFIED AND DETAILED CUTTING AND PATCHING SHALL BE THE RESPONSIBILITY OF THE TRADE WHOSE WORK RESULTS IN THE NEED FOR CUTTING AND PATCHING, UNLESS A SPECIFIED CONTRACTOR IS CALLED OUT ON THE DRAWINGS. COMPLETE WORK NECESSARY TO ACHIEVE THIS REQUIREMENT, EVEN THOUGH PROCEDURES ARE NOT DETAILED AND/OR SPECIFIED FOR EACH SPECIFIC CONDITION OR COMBINATION OF CONDITIONS. QUALITY OF WORKMANSHIP, MATERIALS AND FINISH SHALL BE EQUAL TO THE LEVEL ESTABLISHED FOR SIMILAR NEW WORK, EXCEPT WHERE EXISTING APPEARANCE IS TO BE MATCHED TO PROVIDE CONTINUITY.
16. DEFINITIONS: FURNISH – OBTAIN, PAY FOR AND DELIVER TO THE WORK SITE.
INSTALL – TRANSPORT, CONNECT, TEST AND PLACE IN OPERATION.
PROVIDE – FURNISH AND INSTALL.
INDICATED – PORTRAYED BY PRINTED OR GRAPHIC MEANS.
17. PROVIDE PULL STRING IN ALL SPARE/EMPTY CONDUITS (TYPICAL).

ELECTRICAL NOTES

- A. THE SCOPE OF THE WORK COVERED BY THESE SPECIFICATIONS INCLUDES LABOR, EQUIPMENT, AND MATERIALS FOR THE COMPLETE ELECTRICAL SYSTEM. MATERIALS AND EQUIPMENT ARE NEW, OF MANUFACTURER'S STANDARD CONSTRUCTION, INSTALLED IN ACCORDANCE WITH ACCEPTED PRACTICE. RESPONSIBILITY CONTINUES FOR CORRECTION OF DEFECTIVE MATERIAL AND WORK DISCLOSED DURING THE GUARANTEE PERIOD OR THE FIRST OPERATING SEASON. THE DRAWINGS AND SPECIFICATIONS ARE COOPERATIVE AND SUPPLEMENTARY, AND IT IS THE INTENT OF BOTH DRAWINGS AND SPECIFICATIONS TO COVER THE ELECTRICAL REQUIREMENTS AS NEARLY AS POSSIBLE. CLOSELY CHECK THE DRAWINGS AND SPECIFICATIONS FOR ANY OBVIOUS CONFLICTS, ERRORS OR OMISSION AND NOTIFY THE ENGINEER OF ANY PRIOR TO THE RECEIPT OF BIDS. PROPERLY ADJUST THE VARIOUS ELECTRICAL DEVICES, BALANCE PHASES, MAKE THE REQUIRED TESTS, ETC., UNTIL THE ENTIRE ELECTRICAL INSTALLATION FUNCTIONS PROPERLY IN EVERY DETAIL.
- B. RACEWAYS – PROVIDE CONDUIT OF TYPES AND SIZES INDICATED WITH FITTINGS AND ACCESSORIES FOR A COMPLETE SYSTEM. USE 3/4" TRADE SIZE MIN. AND SECURITY SUPPORT USING BOLTED CLAMP TYPE HANGERS, LIKE MINERALLAC OR CHANNEL TYPE LIKE B-LINE.
GALVANIZED RIGID STEEL CONDUIT – FOR: PANEL FEEDERS, WET LOCATIONS, WHERE SUBJECT TO ABUSE, WHERE 2-1/2" TRADE SIZE OR LARGER IS INDICATED.
- C. ELECTRICAL METALLIC TUBING (EMT) – FOR PROTECTED, DRY LOCATIONS, BRANCH CIRCUITS AND COMMUNICATION RACEWAY UP TO 2" TRADE SIZE. USE STEEL BODY COMPRESSION TYPE COUPLINGS AND CONNECTORS (SET-SCREW AND DIE CAST ARE NOT ACCEPTABLE) NON-METALLIC CONDUIT (SCHEDULE 40 PVC) – BELOW GRADE.
- D. WIRE AND CABLE – PROVIDE COPPER CONDUCTOR OF INDICATED TYPE/SIZE. RUN ALL WIRE IN CONDUIT, UNO USE 2 #12, #12 GRD. MIN.
TYPE THHN/THWN FOR #6 AWG AND SMALLER EXCEPT FOR WIRE BELOW GRADE. TYPE XHHW FOR LARGER THAN #6 AWG AND FOR ALL WIRE BELOW GRADE.
- E. BOXES AND FITTINGS – PROVIDE BOXES AND FITTINGS OF APPROPRIATE TYPE FOR EACH APPLICATION. USE: APPLETON, O.Z./GEDNEY, HUBBELL.
EXTERIOR (WEATHERPROOF) BOXES – CAST METAL, CORROSION RESISTANT, THREADED CONDUIT ENTRY, WITH MATING COVERS AND GASKETS. FOR EXTERIOR USE HUBBELL #5221 FIBERGLASS/PLASTIC COVER FOR DUPLEX RECEPTACLE. INTERIOR BOXES SHALL BE 4" MIN. SQUARE FITTED WITH SQUARE CUT DEVICE RING OR SINGLE PIECE MASONARY TYPE, NON-GANGABLE AND SET FLUSH WITH FINISHED SURFACE.
JUNCTION AND PULL BOXES – PROVIDE CODE-GAGE, GALVANIZED SHEET STEEL APPROPRIATE FOR EACH APPLICATION. CONSTRUCT WITH WELDED SEAMS AND SCREW COVERS ATTACHED WITH STAINLESS STEEL FASTENERS.
- F. WIRING DEVICES – PROVIDE WHERE INDICATED WHITE WIRING DEVICES OF CONFIGURATION RATING AND TYPE. USE: G.E., LEVITON OR HUBBELL.
DUPLEX RECEPTACLE – U.L. LISTED AS FED SPEC COMPLIANT, 20-AMP, 125V, 3-WIRE, 2-POLE WITH GROUND, WITH METAL PLASTER EARS; SPRING LOADED, SCREW ACTIVATED PRESSURE PLATE TERMINALS. BACK AND SIDE WIRED WITH GROUND TERMINAL BONDED TO MOUNTING YOKE. MOUNT WITH GROUND TERMINAL UP.
- G. GROUND FAULT CIRCUIT INTERRUPTER (GFCI) – 20 AMP GFI, 120 VOLT, SOLID STATE, 5 MILLIAMP TRIP LEVEL, HUBBELL #GF5262 OR EQUAL.
- H. CIRCUIT DISCONNECTS – PROVIDE PROPER HP, VOLTAGE AND CURRENT RATING & NEMA TYPE DISCONNECT. FURNISH WITH OVERCURRENT PROTECTION AND OTHER ACCESSORIES AS INDICATED. USE NEMA 3R ENCLOSURE IN WET LOCATIONS. USE: SQUARE D OR G.E.,
SWITCH TYPE – HEAVY DUTY, SHEET STEEL ENCLOSED, 2, 3 OR 4 POLE, QUICK-BREAK, VISIBLE BLADE, INTERLOCKED DOOR, PAD LOCK LOCKOUT
PROVISION HIGH CONDUCTIVITY COPPER CURRENT CARRYING PARTS, SILVER TUNGSTEN CONTACTS, POSITIVE PRESSURE/SPRING ASSISTED FUSE CLIPS (FUSED TYPES).
- I. FUSES – PROVIDE PROPER SELECTION OF FUSE(S) FOR EACH APPLICATION INDICATED AND WITH RESPECT TO VOLTAGE, CURRENT LIMIT, TIME/CURRENT CHARACTERISTICS, AND AVAILABLE FAULT CURRENT. FURNISH PRODUCTS OF ONE OF THE FOLLOWING BUSSMAN, GOULD OR LITTLEFUSE.
UL CLASS RK1 – 250 OR 600 VOLT RATING, 0-600 AMPERES. USE FOR PROTECTION OF CIRCUIT BREAKER PANELBOARDS.
- J. INSTALLATION – INSTALL COMPLETE RACEWAY SYSTEM IN PROGRESS WITH OTHER TRADES AND PRIOR TO PULLING WIRE/CABLE. FOLLOW NECA GUIDELINES FOR NEAT, FIRST CLASS WORKMANSHIP. SELECT PROPER SUPPORTS AND ANCHORS AND ALLOW AIR SPACE WHEN MOUNTING TO MASONRY OR CONCRETE SURFACES. WIRE LANDED ON BACK-WIRED DEVICES AND CLAMP TYPE TERMINAL BLOCKS DO NOT REQUIRE CRIMPED LUGS. MOUNT WITH TOP AT 66". SELECT FUSES BASED ON NAME PLATE RATING OR OTHER MANUFACTURER'S RECOMMENDATION WHEN AVAILABLE AND INSTALL IN EACH FUSIBLE DEVICE. PLACE INTUMESCENT FILL MATERIAL IN PENETRATIONS OF FIRE RATED ASSEMBLIES. MARK PANELBOARDS WITH ACRYLIC ENGRAVED NAMEPLATES, PANEL DESIGNATION ABOVE DOOR AND INSIDE OF DOOR WITH PANEL DESIGNATION, VOLTAGE AND FEEDER DESIGNATION. MARK STARTERS, DISCONNECTS, ETC. WITH UNIT DESIGNATION, EQUIPMENT SERVED, VOLTAGE AND FEED CIRCUIT. APPLY FOLLOWING FINISH PAINTING AS APPLICABLE. BLUNT SCREW POINTS AFTER INSTALLATION TO PREVENT INJURY.
- K. GROUND THE ELECTRICAL SYSTEM. PROVIDE WIRE, CABLE, LUGS, CLAMPS, SURGE ARRESTORS AND RELATED PRODUCTS AS REQUIRED FOR A COMPLETE GROUNDING SYSTEM. PROVIDE EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS. SIZE WIRE ACCORDING TO THE NEC.

GENERAL NOTES

1. VERIFY DIMENSIONS FROM CIVIL DRAWINGS.
2. OUTLET DIMENSIONS ARE TO BOTTOM OF BOX.
3. PROVIDE SILK SCREEN PRINTED CIRCUIT LABELS FOR ALL RECEPTACLES AND DATA OUTLETS. PROVIDE ENGRAVED ACRYLIC NAMEPLATES FOR ALL PANELBOARDS AND DISCONNECTS. DISCONNECTED NAMEPLATE SHALL INCLUDE NAME OF UNIT AS WELL AS CIRCUIT FEEDING UNIT. LOCATE DATA OUTLETS NO MORE THAN 2" FROM CORRESPONDING RECEPTACLE.
4. VERIFY EQUIPMENT, ETC., MOUNTED OUTLET LOCATIONS WITH EQUIPMENT SUPPLIER PRIOR TO ROUGH-IN.
5. COMPLY WITH NEC 408.4(A). CLEARLY IDENTIFY CIRCUITS ON PANEL DIRECTORIES TO INCLUDE LOCATION SERVED AS WELL AS ITEM (I.E. REC – HALL 102)

REMODEL NOTES

1. EXISTING EQUIPMENT DEVICES, ETC., INDICATED TO REMAIN ARE INTENDED TO REMAIN OPERATIONAL. RECIRCUIT OR REROUTE CIRCUITS AS REQUIRED TO MAINTAIN OPERATION.
2. EXISTING WORK INDICATED IS INTENDED TO BE A REASONABLE APROXIMATION AND IS FOR CONVENIENCE ONLY, NOT FOR THE BASIS OF BIDDING. DETERMINE EXACT QUANTITIES AND LOCATIONS AT THE JOB SITE.
3. PROVIDE NEW TYPED CIRCUIT DIRECTORIES FOR PANELS WITH CIRCUIT CHANGES OR ADDITIONS.

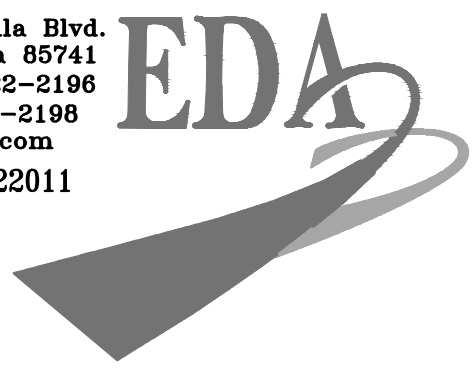
SYMBOL LEGEND - POWER

SYMBOL	DESCRIPTION
	WALL MOUNTED, 125 VOLT, 15 OR 20 AMP DUPLEX RECEPTACLE GE 5252 OR EQUAL. MOUNT AT +18" A.F.F., UNLESS NOTED OTHERWISE
	DOUBLE DUPLEX RECEPTACLE
	IRRIGATION CONTROLLER
	JUNCTION BOX SIZE AND INSTALL PER NEC 314.
	FUSED DISCONNECT SWITCH. SIZE FUSES FOR MOTOR OVERLOAD PROTECTION PER NEC ARTICLE 430. F DENOTES SWITCH SIZE.
	WALL MOUNTED DATA OUTLET, MOUNT @ 18" A.F.F. UNO PROVIDE SINGLE GANG 4" SQUARE BOX WITH QUAD MUD RING AND PLASTIC BUSHING. RUN 1-1/4"C. STUB WITH PULL STRING TO ACCESSIBLE CEILING SPACE. DO NOT COMBINE WITH TELEPHONE OUTLET.
	PANEL BOARD, SURFACE MOUNT, REFER TO PANEL SCHEDULE
	UTILITY TRANSFORMER (XFMR) – SITE PLANS
	TRANSFORMER (XFMR) – ONE LINE DIAGRAM
	CIRCUIT BREAKER
	SWITCH AND FUSE
	GROUND

ABBREVIATIONS

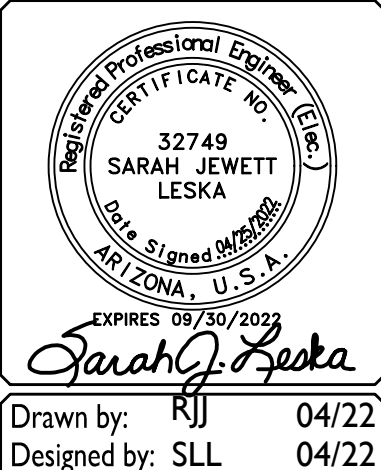
MARK	DEFINITION	MARK	DEFINITION
A	AMPERES	MTG	MOUNTING
AFG	ABOVE FINISHED GRADE	NEC	NATIONAL ELECTRIC CODE
AIC	AMP INTERRUPT CAPACITY	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
AL	ALUMINUM	NIC	NOT IN CONTRACT
BLDG	BUILDING	NM	NONMETALLIC
BKR	BREAKER	NTS	NOT TO SCALE
C	CONDUIT	PNL	PANEL
CB	CIRCUIT BREAKER	PSI	POUNDS PER SQUARE INCH
CKT	CIRCUIT	PVC	POLYVINYL CHLORIDE
ELEC	ELECTRICAL	PWR	POWER
EMT	ELECTRICAL METALLIC TUBING	QTY	QUANTITY
EQUIP	EQUIPMENT	REC	RECEPTACLE
ETR	EXISTING TO REMAIN	REQD	REQUIRED
F	FUSED	RL	RELOCATE
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	TP	TAMPER PROOF
GRD	GROUND	TYP	TYPICAL
JBOX	JUNCTION BOX	UGE	UNDERGROUND ELECTRICAL
KV	KILOVOLTS	UL	UNDERWRITERS LABORATORY
KVA	KILOVOLT AMPERES	UNO	UNLESS NOTED OTHERWISE
LTC	LIGHTING	V	VOLTS
LTS	LIGHTS	VA	VOLT AMPERES
MCB	MAIN CIRCUIT BREAKER	W	WATTS
MDP	MAIN DISTRIBUTION PANEL	WL	WET LOCATION
MECH	MECHANICAL	WP	WEATHERPROOF
MLO	MAIN LUGS ONLY	XFMR	TRANSFORMER
MTD	MOUNTED		

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www.epsgroupinc.com



Drawn by: RJJ 04/22
Designed by: SLL 04/22

Site Plan
for
Town of Huachuca City Park
Parks Improvements

Being a portion of Sections 05 & 08, T21S, R20E,
Huachuca City, Cochise County, Arizona

EPS Project No. 21-0745

Date: 04/25/22

XXXXXXXX

Scale:
Contour Interval:

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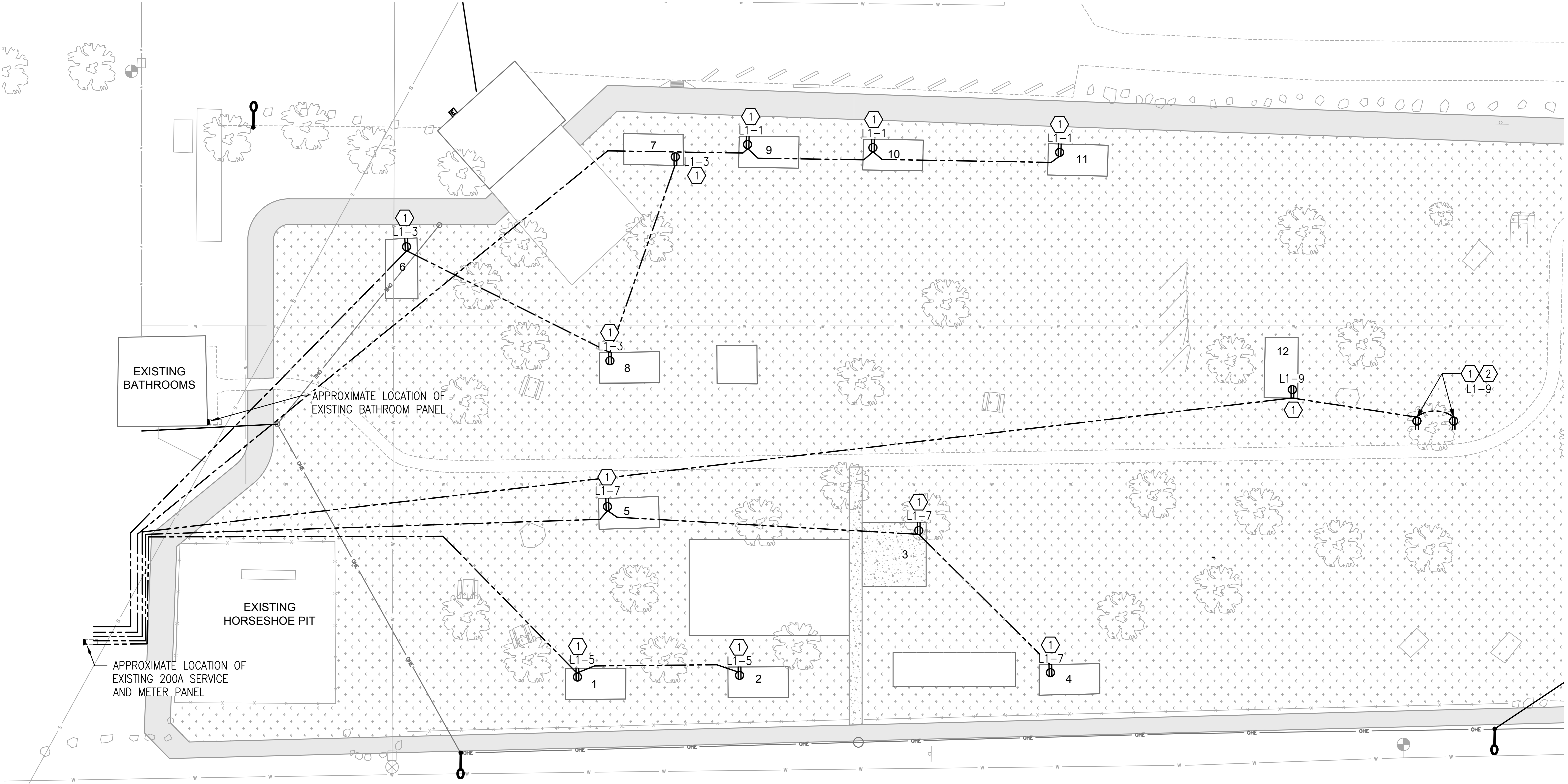
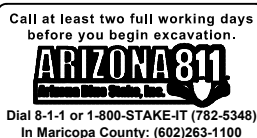
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1 ELECTRICAL SITE PLAN
1" = 20'-0"



2 TYPICAL RAMADA
NO SCALE

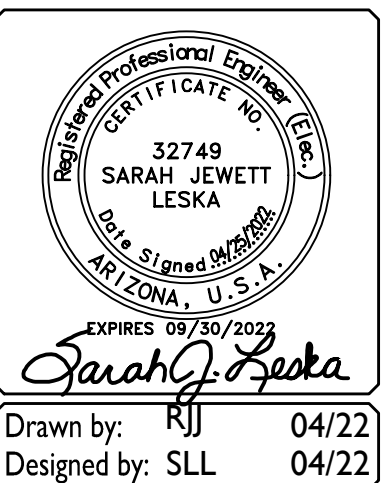
- KEY NOTES:
1. PROVIDE GFCI, WP WITH PLUG INSERTED RECEPTACLE. MOUNT ON RAMADA COLUMN. PROVIDE 1" C., 2 #8 #10 GRD. UNO.
 2. COORDINATE EXACT LOCATION OF RECEPTACLES WITH OWNER PRIOR TO ROUGH-IN. LOCATION TO FACILITATE CHRISTMAS TREE DECORATION.

JOB NAME: HUACHUCAJOB NO: 22011 RM: EXT ISC: ETR PANEL NO: L1		VOLTAGE: 120/240 PHASE: 1 WIRE: 3 MAIN: BKR 200 AMP TYPE: MOUNTING:						
REMARKS: EXISTING SERVICE METER PANEL								
(**) DENOTES PROVIDE BREAKER IN EXISTING SPACE AS SHOWN								
METER #157 713 819								
REMARKS:	BKR	CKT	HP	KVA	HP	CKT	BKR	REMARKS:
				A	C			
REC — RAMADA	(**)	20/1	1	0.5		2		SPACE
' '	(**)	20/1	3		0.5	4		' '
' '	(**)	20/1	5	0.4		6		' '
' '	(**)	20/1	7		0.5	8		' '
' '	(**)	20/2	9	0.5		10		' '
SPACE			11			12		' '
' '			13			14		' '
' '			15			16		' '
' '			17			18		' '
' '			19			20		' '
' '			21			22		' '
' '			23			24		' '
' '			25			26		' '
			27			28	200/2	MAIN BREAKER
			29			30		
BATHROOM PANEL	50/2	31		3.6	9.6	32	100/2	PANEL
		33		3.6	9.6	34		
SODA MACHINE	20/1	35		1.5	1.4	36	15/2	PUMP
EAST PUMP	15/2	37		1.4		38		
		39		1.4	1.0	40	15/1	LIGHT
CONNECTED TOTALS:			—	17.5	19.7	—		
LARGEST MOTOR/CONTINUOUS x 1.25			0.0	0.0	TOTAL DEMAND (KVA):		37.2	
NON—CONTINUOUS			17.5	19.7	NON—COINCIDENT (KVA):			
DEMAND:			17.5	19.7	NET KVA: 37 AMP:		164	

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