

**TOWN OF FLORENCE
SPECIAL MEETING
AGENDA**

PURSUANT TO A.R.S. § 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE FLORENCE TOWN COUNCIL AND TO THE GENERAL PUBLIC THAT THE FLORENCE TOWN COUNCIL WILL HOLD A MEETING OPEN TO THE PUBLIC ON THURSDAY, JUNE 27, 2013, AT 4:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

- 2. ROLL CALL:** Mayor Rankin___; Vice-Mayor Smith___;
Councilmembers: Tom Celaya___; Bill Hawkins___;
Ruben Montaña___; Tara Walter___; Vallarie Woolridge___;

3. PLEDGE OF ALLEGIANCE

4. CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

5. NEW BUSINESS

- a. **Discussion/Approval/Disapproval** of award of CDBG 111-12 ADA Curb Cuts Project contract to Standard Construction Company, Inc., in the amount not to exceed \$288,091.00
- b. **Discussion/Approval/Disapproval** of the Disposal Agreement between the Town of Florence and Central Arizona Solid Waste, Inc.

6. CALL TO THE PUBLIC


7. CALL TO THE COUNCIL

8. ADJOURNMENT

Council may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the Town's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3).

POSTED THE 25th DAY JUNE 2013, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, 1000 SOUTH WILLOW STREET, FLORENCE, ARIZONA AND AT WWW.FLORENCEAZ.GOV.

*****PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.*****

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 5a.
MEETING DATE: June 27, 2013 DEPARTMENT: Grants Division /Finance Department STAFF PRESENTER: Ernie Feliz, Special Districts Manager SUBJECT: Award CDBG 111-12 ADA Curb Cuts Project contract to Standard Construction Company, Inc. in the amount of \$288,091.00.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Staff is requesting the Town Council approve the award of contract to Standard Construction Company, Inc., for the CDBG 111-12 ADA Curb Cuts Project. The contract amount is not to exceed \$288,091.00

BACKGROUND/DISCUSSION:

This project will upgrade curb cuts in the historic downtown area. In late 2011, the Town was awarded \$300,000 in Community Development Block Grant (CDBG) State Special Project (SSP) funds to replace current ramps which are in poor condition and do not meet federal Americans with Disability Act (ADA) standards. The existing ramps will be replaced with concrete “bulb-outs and “curb-cut ramps.” Crosswalk improvements are also being planned in conjunction with the ADA curb cuts.

The design, which includes a stamped concrete sidewalk, provides better control of traffic within an established right-of-way and protects pedestrians by providing better access to Main Street businesses. This fulfills a requirement of the Main Street Streetscape project in which it was mandated that sidewalks must meet (ADA) requirements. The Streetscape project involves replacement of existing lighting, benches and trash receptacles. A plan has been identified to minimize potential negative effects to downtown businesses. In addition, the work will be completed in time so as not to interfere with the Florence Junior Parada Parade Thanksgiving weekend.

FINANCIAL IMPACT:

Most of the funds (approximately \$275,000) to pay the contractor are coming from a CDBG State Special Projects grant. The Town will contribute the balance (\$13,091) toward the project.

STAFF RECOMMENDATION:

Staff recommends award of the contract.

ATTACHMENTS:

RFP Public Notice, Contractor Bid, Bid Tabulation Sheet, Contract

**TOWN OF FLORENCE
PUBLIC NOTICE
ADA CURB CUT RAMPS
775 N. Main Street, Florence, AZ 85132**

Town of Florence was awarded a federal Community Development Block Grant from Arizona Department of Housing and is accepting bids from qualified entities for construction of ADA curb cuts and sidewalk ramps at road intersections in downtown Florence.

The RFP is **only** available at the Town of Florence website. <http://www.florenceaz.gov/rfp>. Hard copies are available for viewing at Town Clerk's and Public Works offices. For additional information and bidding procedures, contact: Project Manager, Wayne Costa, PE, Town of Florence, 425 E. Ruggles St, PO Box 2670, Florence, AZ 85132, phone (520) 868-7617, fax (520) 868-7637 or e-mail: wayne.costa@florenceaz.gov

Sealed Bid Deadline, Town Clerk's Office

Fri May 31, 2013 @ 2:00 PM

Bids shall be submitted in an envelope clearly marked:

**"RFP for Construction of Curb Cuts and Sidewalk Ramps, Town of Florence, AZ,
CDBG #111-12 ADA Curb Cut Ramps Project"**

Bid Opening

Fri May 31, 2013 @ 2:30 PM

Bids received after specified time of closing are returned unopened.

All meetings and actions are held at:
**Florence Town Hall, 775 N. Main Street
Florence, AZ 85132
(520) 868-7620**

Individuals with accessibility needs may contact Maria Hernandez, Deputy Town Clerk, Town of Florence, (520) 868-7500 at least 72 hours prior to the meetings.

The Town of Florence is an Affirmative Action/Equal Opportunity Employer

COPY

Project Name: ADA Curb Cuts
Town of Florence (CDBG #111-12)
Date: May 16, 2013



REQUEST FOR PROPOSAL

Town of Florence
PO BOX 2670
775 N. Main St.
Florence Arizona 85132
Phone: (520) 868-7513
Fax: (520) 868-7564

*Bid Submittal Deadline: 2:00 P.M., MAY 31, 2013
At Florence Town Hall, 775 N. Main St., Florence AZ*

*Sealed Bid Opening: 2:30 P.M., May 31, 2013
At Florence Town Hall, 775 N. Main St., Florence AZ*

Town of Florence
775 N. Main St.
P.O. Box 2670
Florence, AZ 85132

Project Manager: Wayne. J. Costa, PE, CCM
Phone (520) 868-7617, Fax (520) 868-7637

Grants Coordinator: Lisa Padilla
Phone (520) 868-7513, Fax (520) 868-7501

**TOWN OF FLORENCE (#111-12)
ADA Curb Cuts**

TABLE OF CONTENTS

PROJECT DESCRIPTION.....	1
OBJECTIVE/SCOPE OF WORK	1
PROPOSALS	2
INSTRUCTIONS TO BIDDERS	3
BID SECURITY, PERFORMANCE BOND, AND PAYMENT BOND.....	3
INSURANCE	3
AWARD OF CONTRACT.....	4
PROTEST PROCEDURE	4
CONTRACTOR'S QUALIFICATION STATEMENT	5
PROPOSAL FORM.....	9
PROPOSAL CHECK SHEET	12
CIVIL RIGHTS CERTIFICATION.....	13
EQUAL EMPLOYMENT OPPORTUNITY.....	13
AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS / SECTION 503	14
FLY ASH CERTIFICATION.....	15
ACCESS TO RECORDS AND RECORDS PRETENSION CERTIFICATION	15
CONFLICT OF INTEREST CERTIFICATION.....	15
LOBBYING CERTIFICATIONS.....	15
SECTION 3 ASSURANCE.....	18
FY 2013 INCOME LIMITS SUMMARY	23
CURRENT WAGE RATE DECISIONS (HIGHWAY/HEAVY).....	24
TECHNICAL SPECIFICATIONS - BID DOCCUMENTS.....	25
TABLE OF CONTENTS.....	26
SPECS	107-1 Thru 601-1
CONSTRUCTION DOCCUMENTS	C100 THRU C206

CONTRACT FOR CONSTRUCTION SERVICES	27
1. WORK.....	27
2. ACCESS TO INFORMATION	27
3. PROJECT MANAGER.....	27
4. ENGINEER	28
5. CONTRACT TIMES	28
6. LIQUIDATED DAMAGES	28
7. COMPENSATION AND METHOD OF PAYMENT	28
8. INDEMNIFICATION.....	29
9. MISCELLANEOUS PROVISIONS.....	29
10. PROJECT FAMILIARITY & IDENTIFICATION OF CONFLICTS	29
11. INSURANCE.....	30
12. TIMELY SUBMISSION OF LABOR STANDARD FORMS	30
13. CONTRACT DOCUMENTS.....	30
14. TERM AND CONDITIONS.....	30
15. CERTIFICATIONS	31
EXHIBIT "A" - TERMS AND CONDITIONS	32
1. TERMINATION OF CONTRACT	32
2. SANCTION, PENALTIES, & DEBARMENT	32
3. CHANGES	32
4. PERSONNEL.....	32
5. ASSIGNABILITY	33
6. REPORTS AND INFORMATION.....	33
7. RECORDS AND AUDITS	33
8. FINDINGS CONFIDENTIAL	33
9. COPYRIGHT.....	33
10. COMPLIANCE WITH LOCAL LAWS.....	33
11. SECTION 3 COMPLIANCE	33
12. CONTRACTOR COMPLIANCE OF ADA.....	34
13. INTEREST TO MEMBERS OF A TOWN GOVERNING BODY	34
14. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS	34
15. INTEREST OF CONTRACTOR AND EMPLOYEES.....	34
16. HANDICAPPED ACCESS	35
17. CLEAN AIR ACT, CLEAN WATER ACT	35
18. FEDERAL LABOR STANDARDS PROVISIONS	35
LS-2 FORM.....	43
LS-3 FORM	45
LS-4 FORM	47
LS-5 FORM	48
NOTICE TO ALL EMPLOYEES.....	49
LS-15 FORM	50
LS-17 FORM	51
SUPPLEMENTARY CONDITIONS	52
SPECIAL PROVISIONS	59

**TOWN OF FLORENCE
INVITATION TO BID
ADA CURB CUTS
775 N. Main St., Florence, Arizona**

The Town of Florence hereinafter referred to as Town, through a Community Development Block Grant (CDBG) from the Arizona State Department of Housing (ADOH) will accept bids from qualified firms or individuals with a minimum of a B-2 commercial license as registered with the Arizona Registrar of Contractors to perform the following services:

PROJECT DESCRIPTION

Located in the Southwest Quarter of Section 36, Township 4 South, Range 9 East, Gila and Salt River meridian, Town of Florence, Pinal County,

The Town of Florence has curb cuts and sidewalk ramps at the roadway intersections along Main Street extending from 12th Street on the South to Ruggles Street on the North within the core downtown area. These 24 such curb cuts and sidewalk ramps are in varying degrees of disrepair or do not necessary meet some of the ADA recognized requirements.

The project scope includes demolition and removal of these ramps and associated curb, gutter, pavement and other infrastructure. The re-construction shall include installation of curb cuts and ramps as well as curb and gutter and sidewalk in configurations constituting bulb-outs into the street. These bulb-outs will generate the additional length needed to accommodate ADA ramps as well as further delineating the on street parking stalls along Main Street. Minor utility modifications and coordination with property owners to preserve, protect and/or replace existing sidewalk awning supports shall be required.

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 the Main Street Roadway Improvements, Handi-Cap Access Ramps for the Town of Florence, Arizona as called for in the Specifications and Drawings. The proposer should prepare a detailed time schedule for completion. The successful proposer will be required to lend all possible assistance in the preparation, investigation and documentation necessary for compliance with all applicable Davis Bacon/Federal Labor Standards, and other requirements of the Arizona Department of Housing, CDBG Program. The successful proposer should be prepared to comply with all local, state and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations.

PROPOSALS

To be considered, one (1) original and four (4) copies of the proposal must be provided and in accordance with the Instructions to Bidders included in the bid package.

Sealed bids will be received in the office of the Town Clerk, Florence Town Hall, 775 N. Main St. until 2:00 P.M., on May 31, 2013. Bid opening will be on May 31, 2013 at 2:30 P.M. at which time all bids received will be opened and the amount of the total bid and alternates read aloud. Failure of the proposer to complete all of the bid documents may result in rejection of the proposal. All bids should be identified as "Sealed Proposal – ADA Curb Cuts"

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

For additional information on plan and spec review locations and how to obtain plans and specifications, as well as additional bidding procedures contact: Project Manager, Wayne J. Costa P.E., Town of Florence (TOF), 425 E. Ruggles St., P.O. Box 2670, Florence, AZ 85132 at (520) 868-7617, fax (520) 868-7637, or e-mail: wayne.costa@florenceaz.gov

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

The Town of Florence is an Affirmative Action/Equal Opportunity Employer

Instructions to Bidders

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

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

Bid Security, Performance Bond and Payment Bond

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

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

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

Insurance

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

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

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

- a. Workers' Compensation statutory
- b. Errors and Omissions \$100,000 each occurrence and annual aggregate
- c. Protective Bodily Injury
.....\$1,000,000 each occurrence and annual aggregate of \$2,000,000
- d. Protective Personal Property
.....\$1,000,000 each occurrence and annual aggregate of \$2,000,000
- e. Automobile Bodily Injury and Property Damage
.....\$1,000,000 each occurrence and annual aggregate of \$2,000,000
- f. Valuable Papers amount of this Contract

Award of the Contract

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

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

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

The Contractor to whom the contract is awarded will be required to execute the contract and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date of receipt of the Notice of Award. The Notice of Award shall be accompanied by the necessary contract documents. If 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: Town Clerk, Town of Florence, PO BOX 2670, 775 N. Main St Florence, AZ 85132 within 72 hours of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, CDBG, Project Manager, or others, the Town will respond to the protest. The Town of FLORENCE 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. Contractors may use AIA Document A305 - Contractor's Qualification Statement or this form to fulfill the qualification requirements of the bid.

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

KNOW ALL MEN BY THESE PRESENTS THAT Standard Construction Company, Inc.
(hereinafter "Principal"), as Principal and The Ohio Casualty Insurance Company
hereinafter "Surety"), a corporation organized and existing under the laws of the State of New Hampshire
with its principal offices in the City of Fairfield, OH holding a
certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance
pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Town of Florence
(hereinafter "Obligee"), in the sum of Ten Percent (10%) of the amount of the bid of Principal, submitted by
Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind
themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted a bid for:

ADA Curb Cut Ramps
CDBG #111-12

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

Witness our hands this 21st of May, 2013.

STANDARD CONSTRUCTION COMPANY, INC.
PRINCIPAL SEAL

By: [Signature]
Steve Sutton, President
Title: President

THE OHIO CASUALTY INSURANCE COMPANY
SURETY SEAL

By: [Signature]
Jennifer Castillo, Attorney-in-Fact

PAFFENBARGER & WALDEN, LLC
AGENCY OF RECORD
1121 E. Missouri Avenue, Suite #102
Phoenix, Arizona 85014
AGENCY ADDRESS

POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

Certificate No. 5871699

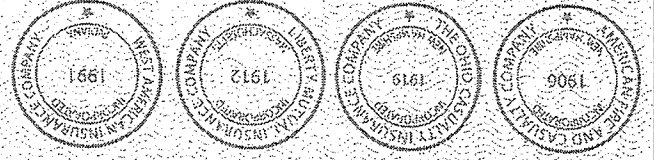
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Scott Wareing, Andrew J. Pattenbarger, Bob Walden, Jennifer Castillo, Diane L. Arment, Joseph A. Clarken III

all of the city of PHOENIX, state of AZ, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2012.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

STATE OF WASHINGTON
COUNTY OF KING
ss

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

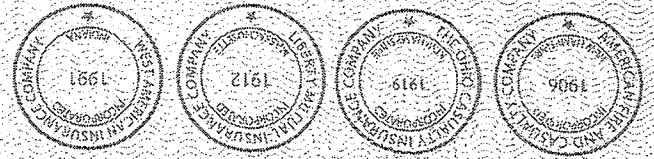
Certificate of Designation - The President of the Company, acting pursuant to the By-laws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of May, 2013.

By: David M. Carey
David M. Carey, Assistant Secretary



To confirm the validity of this Power of Attorney call 1 811 933 9336

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

CONTRACTOR'S QUALIFICATION STATEMENT

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

SUBMITTED TO: Town of Florence

ADDRESS: 775 N. main street
Florence, AZ 85132

SUBMITTED BY: Standard Construction Company, Inc
NAME: Steve Sutton
ADDRESS: 810E Western Avenue
Avondale, AZ 85323

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual

- Joint Venture
- Other

1. How many years has your organization been in business as a general contractor?
12 years
2. How many years has your organization been in business under its present business name?
12 years
 - a. Under what other or former names has your organization operated? None
3. If a corporation, answer the following:
 - a. Date of incorporation: June 2001
 - b. State of incorporation: Arizona
 - c. President's name: Steve Sutton
 - d. Vice-president's name(s): Steve Blake
 - e. Secretary's name: Diane C Sutton
 - f. Treasurer's name: Diane C Sutton
4. If an individual or a partnership, answer the following: N/A
 - a. Date of organization:
 - b. Name and address of all partners (state whether general or limited partnership):

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

N/A

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

Arizona ~~ROC 16698~~^S ROC 166948 "A" General Engineering

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

Clear & Grub, Grading, Subgrade prep, Removals, asphalt paving, on and offsite
Concrete, underground utilities, water and sewer piping, utility adjustments

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

No

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

No

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

Attachment "A"

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

Attachment "B"

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

Attachment "C"

13. Trade references: Attachment "D"
14. Bank references: Attachment "D"
15. Name of bonding company and name and address of agent: Attachment "D"
16. Attach a financial statement, audited if available, including Contractor's latest balance sheet and income statement showing the following items: Attachment "E"
- a. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):
 - b. Net fixed assets:
 - c. Other assets:
 - d. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes):
 - e. Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings):
 - f. Name of firm preparing financial statement and date thereof:

STANDARD CONSTRUCTION COMPANY, INC

PROJECTS CURRENTLY IN PROCESS AS GENERAL CONTRACTOR

Year Completed 2013 Project No. 12-003
Project Name South Avondale PIR Water and Sewer Line
Owner Name City of Avondale COMPLETE IN MAY, 2013
Address 11465 W. Civic Center Drive
Avondale, AZ 85323
Contact Jim Badowich
Phone # 623-478-3273
Fax # 623-478-3812
Project Amount \$ 3,925,225.27 90% Complete
Description Construction of waterlines and a sewer force main. Approximately 22,500 lf of 16" and 8" waterlines and 8,700 lf of 14" HDPE sewer force main, casing pipe to be installed by jack & bore, five pressure reducing stations, connections to the existing water and sewer facilities. The lines will be constructed both in the existing pavement and in the road.

ATTACHMENT "A"

Year Completed 2013 Project No. 12-007
Project Name Job Order Contract- Concrete Maintenance
Owner Name City of Goodyear CONTRACT IS FOR 1 YEAR
Address 190 North Litchfield Road COMPLETE IN DECEMBER, 2013
Goodyear, AZ 85338
Contact Brian Harvel
Phone # 623-882-7893
Fax # 623-925-0829 85% Complete
Project Amount \$ 200,000.00 Combined price list
Description Concrete at various locations.

STANDARD CONSTRUCTION COMPANY, INC

PROJECTS COMPLETED AS GENERAL CONTRACTOR IN THE LAST 5 YEARS

ATTACHMENT "B"

Year Completed 2012 **Project No.** 12-006
Project Name Cardwell Sewer Rehabilitation
Owner Name City of Nogales
Address 777 N. Grand
 Nogales, AZ 85621
Contact Juan Guerra
Phone # 520-287-6571
Fax # 520-287-8352
Project Amount \$ 246,777.00
Description Rehabilitation of 8" ductile 159 lf, 8" PVC 689 lf sanitary sewer pipe, 11 new sanitary sewer manholes by method of open trench full replacement.

Year Completed 2012 **Project No.** 11-010
Project Name Job Order Contract- Right of Way Repairs- MUD
Owner Name City of Chandler **CONTRACT IS FOR 1 YEAR**
Address 215 E. Buffalo Street
 Chandler, AZ 85225
Contact Robert Fortier
Phone # 480-782-3591
Fax # 480-782-3330
Project Amount \$ 22,383.00
Description Concrete and asphalt right-of-way repairs and maintenance at various locations.

Year Completed 2012 **Project No.** 12-002
Project Name Harmony-Windsong Phase III
Owner Name City of Sedona
Address 102 Roadrunner Drive
 Sedona, AZ 86336
Contact J. Andy Dickey
Phone # 928-203-5039
Fax # 928-282-5348
Project Amount \$ 967,455.00
Description Construction of storm drain pipe-12"-26lf, 15"-48 lf, 18"-5 lf, 24" 20 lf, 72" 958 lf of CMP, catch basins, 5 ea, 60" manhole 2 ea, 48" dual manholes 8 ea, concrete headwals, clear & grub, subgrade, ABC placement, asphaltic concrete paving, concrete pavement section, swale grading and placement of shotcrete.

Year Completed 2012 **Project No.** 11-011
Project Name Alma School Rd & Ray Rd Intersection Improvements
Owner Name City of Chandler
Address 215 E. Buffalo Street
 Chandler, AZ 85225 **FEDERAL PROJECT #MA CHN-0-(214)A**
Contact Robert Fortier **SS90201C**
Phone # 480-782-3591
Fax # 480-782-3330
Project Amount \$ 7,304,923.00
Description The work consists of subgrade preparation, roadway asphalt and concrete paving, drainage improvements, replacing the existing signal system, signing and striping, landscaping, landscape irrigation, lighting, SRP irrigation and electrical conduit, replacement of existing CAP water main with DIP water main and other related incidental work.

Year Completed 2012 **Project No.** 11-017
Project Name Walnut Street Water Distribution Improvements Project
Owner Name City of Nogales
Address 777 N. Grand *CDBG Project*
 Nogales, AZ 85621
Contact Juan Guerra
Phone # 520-287-6571
Fax # 520-287-8352
Project Amount \$ 426,671.00
Description Replace water distribution lines, including 2440 lf of an existing 6" asbestos-cement water main to an 8" PVC Class 200, C-900. Replace 6 fire hydrants, 50 water services and 8 double water services.

STANDARD CONSTRUCTION COMPANY, INC

PROJECTS COMPLETED AS GENERAL CONTRACTOR IN THE LAST 5 YEARS

Year Completed 2012 Project No. 11-016
Project Name Gila Bend/Casa Grande Highway: Santa Rosa Wash Bridge #419
Owner Name ADOT
Address 1651 W. Jackson Street
Phoenix, AZ 85007
ADOT PROJECT:
084 PN 166 H798901C STP-084-A(200)A
Contact Adam Carreon
Phone # 520-836-2501
Fax # 520-426-9157
Project Amount \$ 206,822.00
Description Scour retrofit project, work consists of constructing concrete floors underneath Santa Rosa Wash Bridge. The work also includes construction of cut-off walls, shotcrete, hydroseeding, and other related work.

Year Completed 2012 Project No. 11-002
Project Name Butterfield Trail Waterline
Owner Name Town of Gila Bend
Address 644 West Pima Street
Gila Bend, AZ 85337
Contact Eric Fitzer
Phone # 928-683-2255
Fax # 928-683-6430
Project Amount \$ 541,612.00
Description Approximately 8,519 lf of 12" PVC waterline, 6 new fire hydrants & associated valves, 5 new service connections, miscellaneous valves and appurtenances, jack and bore under the Union Pacific Railroad, related tie-ins to the existing waterline.

Year Completed 2012 Project No. 10-011
Project Name Collection System Facility Improvements
Owner Name City of Chandler
Address 215 E. Buffalo Street
Chandler, AZ 85225
Contact Robert Fortier
Phone # 480-782-3591
Fax # 480-782-3330
Project Amount \$ 774,259.00
Description Work under this contract includes rehabilitation of six (6) sewer lift stations and one sewer diversion structure. The individual rehabilitation work varies from each site.

Year Completed 2011 Project No. 10-016
Project Name CDBG Sidewalk and Street Improvements
Owner Name City of Avondale
Address 11465 W. Civic Center Drive
Avondale, AZ 85323
Contact Jim Badowich
Phone # 623-333-4222
Fax # 623-478-3812
Project Amount \$ 795,563.00
Description Project encompasses water service upgrade and street improvements. Major improvements include replacement of existing water service lines, construction of new fire hydrants, replacement of asphalt concrete pavement. Other work includes, but not limited to, removals, pavement signing & markings and utility adjustments.

COBG Project

Year Completed 2011 Project No. 11-004
Project Name Coronado Subdivision: Water Main Replacement & Sewer Rehabilitation
Owner Name City of Nogales
Address 777 N. Grand
Nogales, AZ 85621
Contact Juan Guerra
Phone # 520-287-6571
Fax # 520-287-8352
Project Amount \$ 1,009,162.00
Description The work includes but not limited to installation of 2,130 lf of 8" C-900, 2,860 lf of 6" C-900, 1,180 4" C-900 DIP, 111 service tie overs, 9 new fire hydrants, valves, DVA'd and ARV's. 499 lf 8" CIPP, 1,207 lf of 6" CIPP, 232 lf of pipe bursting with new sewer pipe, 420 lf of 8" control DIP, 80' of 6" coated DIP, new HCS's, reconnection of HCS's, point repairs, bypass pumping, manhole rehabilitation and installation of manholes.

STANDARD CONSTRUCTION COMPANY, INC

PROJECTS COMPLETED AS GENERAL CONTRACTOR IN THE LAST 5 YEARS

Year Completed 2011 **Project No.** 11-006
Project Name Sanitary Sewer Rehabilitation- Cimarron St, Santa Rita St.
Owner Name City of Nogales
Address 777 N. Grand
Nogales, AZ 85621
Contact Juan Guerra
Phone # 520-287-6571
Fax # 520-287-8352
Project Amount \$ 565,908.00
Description Rehabilitation of approx. 3150 LF of 8" sanitary sewer pipe, clean-outs, 13 sanitary sewer manholes by method of a combination of open trench pipe replacement and trenchless cured-in place pipe installation. Post-rehabilitation closed circuit television survey.

Year Completed 2011 **Project No.** 10-003
Project Name Well #5 Site Improvements
Owner Name City of Avondale
Address 11465 W. Civic Center Drive
Avondale, AZ 85323
Contact Jim Badowich
Phone # 623-333-4222
Fax # 623-478-3812
Project Amount \$ 146,095.00
Description Install a new well pump, yard piping, relocation and modification of existing electrical equipment, demolition and removal of existing yard piping, booster pumps and electrical equipment to provide non-potable water for irrigation purposes.

Year Completed 2011 **Project No.** 10-014
Project Name Riley Drive Improvements
Owner Name City of Avondale
Address 11465 W. Civic Center Drive
Avondale, AZ 85323
Contact Jim Badowich
Phone # 623-333-4222
Fax # 623-478-3812
Project Amount \$ 269,799.00
Description Project encompasses the waterline installation and street improvements on Riley Drive from Dysart to 4th Street. Work includes, but not limited to, installation of 8-inch waterline, construction of new fire hydrants within the Project limits, replacement of existing asphalt concrete pavement, removals, pavement markings and utility adjustments.

Year Completed 2011 **Project No.** 10-002
Project Name Van Buren Storm Drain
Owner Name City of Tolleson
Address 9555 West Van Buren Street
Tolleson, AZ 85353
Contact Paul Gilmore
Phone # 623-474-4960
Fax # 623-907-2629
Project Amount \$ 1,139,974.00
Description Project consists of underground storm drain, stormwater collection structures, retention basin, pavement removal and replacement, sidewalk, valley gutter, curb and gutter removals and replacements, adjustment of manhole covers, water valves box and covers and replacement of traffic striping and pavement markings.

Year Completed 2011 **Project No.** 10-006
Project Name Sanitary Sewer Rehabilitation- International Street
Owner Name City of Nogales
Address 777 N. Grand
Nogales, AZ 85621
Contact Juan Guerra
Phone # 520-287-6571
Fax # 520-287-8352
Project Amount \$ 264,193.00
Description Rehabilitation of 6" and 8" sanitary sewer pipe, remove and replacement of 6" and 8" SDR 35 PVC & DI pipe. Post rehabilitation closed circuit television survey, sewer bypass, sewer tap replacements, remove and replacement of asphaltic concrete, survey and testing.

STANDARD CONSTRUCTION COMPANY, INC

PROJECTS COMPLETED AS GENERAL CONTRACTOR IN THE LAST 5 YEARS

Year Completed 2011 **Project No.** 10-010
Project Name Vactor Truck Solids Storage Facility Modification
Owner Name City of Avondale
Address 11465 W. Civic Center Drive
 Avondale, AZ 85323
Contact Jim Badowich
Phone # 623-333-4222
Fax # 623-478-3812
Project Amount \$ 96,376.00
Description Partial demolition of existing vactor truck unloading structure. Disconnect and cap existing drain. Connect new drain from vactor truck unloading structure to new manholes. Construct vactor truck unloading structure modifications.

Year Completed 2011 **Project No.** 10-005
Project Name Sanitary Sewer Rehabilitation- Franklin Street
Owner Name City of Nogales
Address 777 N. Grand
 Nogales, AZ 85621
Contact Juan Guerra
Phone # 520-287-6571
Fax # 520-287-8352
Project Amount \$ 351,586.00
Description Rehabilitation of 6" and 8" sanitary sewer pipe, remove and replacement of 6" and 8" SDR 35 PVC & DI pipe. Post rehabilitation closed circuit television survey, sewer bypass, sewer tap replacements, remove and replacement of asphaltic concrete, survey and testing.

Year Completed 2011 **Project No.** 09-004
Project Name Chandler/Dobson Intersection Improveme **FEDERAL PROJECT: ARRA CHN 0(025)A**
Owner Name City of Chandler **SS57501P**
Address 215 E. Buffalo Street
 Chandler, AZ 85225
Contact Robert Fortier
Phone # 480-782-3591
480-782-3330
Project Amount \$ 5,531,710.00
Description Reconstructing the intersection to add a left turn lane and through lanes at each approach leg of the intersection. Consisting of removal and construction of irrigation lines, abandonment and construction of waterlines, asphalt and Portland cement concrete pavement, retaining wall, traffic signals, street lighting, drainage facilities, retention facilities, pavement markings, curb, curb and gutter, sidewalk, sidewalk ramps, landscaping, provisions for protection of existing landscape and other miscellaneous work.

Year Completed 2011 **Project No.** 09-108
Project Name MCDOT JOC- MC85 and Baseline Road **JOB ORDER CONTRACT**
Owner Name MCDOT
Address 2901 West Durango Street
 Phoenix, AZ 85009
Contact Bill Grimes
Phone # 602-506-6604
Fax # 602-506-4115
Project Amount \$ 809,045.00
Description Installed asphaltic concrete pavement, sidewalks, driveways, curb & gutter, ADA ramps, guardrail, signing, striping and a traffic signal. The work also includes improvements within temporary easements to construct enhanced retention area capacities, new driveways, other drainage improvements, other signing and pavement marking improvements.

Year Completed 2010 **Project No.** 08-012
Project Name Andulucia Phase III Sidewalk Improvements
Owner Name City of Phoenix
Address 200 W. Washington St.
 Phoenix, AZ 85003
Contact Amy Sims
Phone # 602-571-4947
Fax # 602-495-3670
Project Amount \$ 830,536.00
Description Miscellaneous removals, concrete sidewalk, water meter relocations, relocation of fences, masonry walls, mailboxes and asphalt trench patching and fog seal

STANDARD CONSTRUCTION COMPANY, INC

PROJECTS COMPLETED AS GENERAL CONTRACTOR IN THE LAST 5 YEARS

Year Completed 2010 Project No. 09-106
Project Name Intersection Improvements- University and Recker
Owner Name MCDOT JOB ORDER CONTRACT
Address 2901 West Durango Street
Phoenix, AZ 85009
Contact Bill Grimes
Phone # 602-506-6604
Fax # 602-506-4115
Project Amount \$ 532,486.00
Description Install new traffic signals, new striping and signs, sidewalk, pedestrian ramps, curb/gutter equipment.

Year Completed 2010 Project No. 08-009
Project Name Western Avenue Street Improvements
Owner Name City of Goodyear
Address 195 N 145th Avenue Bldg D
Goodyear, AZ 85338
Contact Al Gonzales
Phone # 623-882-7924
Fax # 623-882-7941
Project Amount \$ 363,320.00
Description Includes the installation of paving, curb, gutter, sidewalk, ADA ramps, new pedestrian lighting and replacement of existing street lighting, electrical connections, landscape, irrigation and site furnishings. New paving installations will consist of pavement sealer and embedded colored and stamped asphalt, obliterating and replacing parking striping and HCP markings, brick pavers bands and stain color treatments to the sidewalks.

Year Completed 2009 Project No. 08-103
Project Name Intersection Improvements- 91st Avenue and McDowell Road
Owner Name MCDOT JOB ORDER CONTRACT
Address 2901 West Durango Street
Phoenix, AZ 85009
Contact Herbert Miller
Phone # 602-506-8038
Fax # 602-506-4115
Project Amount \$ 118,349.00
Description Install new traffic signals, new striping and signs, sidewalk, pedestrian ramps, curb/gutter equipment.

Year Completed 2009 Project No. 08-104
Project Name Intersection Improvements- 103rd Avenue and Indian School Road
Owner Name MCDOT JOB ORDER CONTRACT
Address 2901 West Durango Street
Phoenix, AZ 85009
Contact Bill Grimes
Phone # 602-506-6604
Fax # 602-506-4115
Project Amount \$ 124,333.00
Description Install new traffic signals, new striping and signs, sidewalk, pedestrian ramps, curb/gutter equipment.

Year Completed 2009 Project No. 07-011
Project Name CAP - Hayden-Rhodes Aqueduct
Owner Name Central Arizona Water Conservation District
Address 23636 N. 7th Street
Phoenix, AZ 85024
Contact Joseph Mitchell
Phone # 623 869-2333
Fax # 623 869-2598
Project Amount \$ 3,336,989.00
Description Add 2.5'-0" of concrete freeboard for about 21,250 linear feet of canal to existing concrete canal at four locations on each side of the Hayden-Rhodes Aqueduct for a total length of 42,500'-0".

STANDARD CONSTRUCTION COMPANY, INC

PROJECTS COMPLETED AS GENERAL CONTRACTOR IN THE LAST 5 YEARS

Year Completed 2009 Project No. 06-009
Project Name Glendale Urbanized Area ADOT PROJECT: CM GLN-0(029)A
Owner Name ADOT SS58601C
Address 1651 W. Jackson Street
Phoenix, AZ 85007
Contact Larry Zobrist, AMEC
Phone # 480-830-3700
Fax # 480-830-3903
Project Amount \$ 1,441,011.00
Description Widening the west side of 59th Avenue from Olive Avenue to approximately 300 feet south of Mountain View Road to construct new turn lanes. The work consists of clearing and grubbing, roadway excavation, drainage, ABC, Asphalt paving, curb and gutter, landscape and irrigation, traffic signals, seeding, signing, striping and other miscellaneous work.

Year Completed 2009 Project No. 07-006
Project Name Arrowhead Manor Booster Pump Station Minor Improvements
Owner Name City of Glendale
Address 5850 W. Glendale Ave.
Glendale, AZ 85301
Contact David Hollinger
Phone # 623-930-3636
Fax # 623-915-2861
Project Amount \$ 97,000.00
Description Drain line modifications from the existing Booster Pump Station, 3" diameter piping modifications, removal and replacement of existing roof structure, ductwork and exhaust piping installation, site restoration and pavement removal and replacement in Arrowhead Lakes Drive.

Year Completed 2009 Project No. 08-001
Project Name Westwind Parkway Traffic Signal
Owner Name City of Avondale
Address 11465 W. Civic Center Drive
Avondale, AZ 85323
Contact Margaret Boone-Pixley
Phone # 623-333-4217
623-333-0420
Project Amount \$ 302,040.00
Description Furnish and install traffic signal poles, mast arms, signals and pedestrian heads and other necessary equipment for the new traffic signal. Remove and replace existing sidewalk ramps, construct new ramps, remove and replace existing pavement.

Year Completed 2009 Project No. 08-101
Project Name Intersection Improvements- 111th Avenue and Indian School
Owner Name MCDOT JOB ORDER CONTRACT
Address 2901 West Durango Street
Phoenix, AZ 85009
Contact Herbert Miller
Phone # 602-506-8038
Fax # 602-506-4115
Project Amount \$ 271,197.00
Description Install new traffic signals, new striping and signs, sidewalk, pedestrian ramps, curb/gutter equipment.

Year Completed 2009 Project No. 08-102
Project Name Intersection Improvements- 115th Avenue and Happy Valley
Owner Name MCDOT JOB ORDER CONTRACT
Address 2901 West Durango Street
Phoenix, AZ 85009
Contact Herbert Miller
Phone # 602-506-8038
Fax # 602-506-4115
Project Amount \$ 321,080.00
Description Install new traffic signals, new striping and signs, sidewalk, pedestrian ramps, curb/gutter equipment.

STANDARD CONSTRUCTION COMPANY, INC

PROJECTS COMPLETED AS GENERAL CONTRACTOR IN THE LAST 5 YEARS

Year Completed 2008 Project No. 08-006

Project Name Portico Place
Owner Name The Weitz Company, LLC
Address 5555 E. Van Buren, Suite 155
Phoenix, AZ 85008

Contact Chris Harper
Phone # 602-316-2260
Fax # 602-389-5057
Project Amount \$ 375,743.00

Description Grading & removals: Complete grading work on Phase 2 to include excavation, subgrade preparation, scarify and recompact, fine grading of subgrade, planter backfill, and export excess soil.
Paving: Place, compacted and fine grade 6" ABC, place 2" asphalt in parking lot area and 2" in drive area's.

Year Completed 2008 Project No. 07-010

Project Name Reems Road and Paradise Lane Intersection Improvements
Owner Name City of Surprise
Address 12425 W Bell Rd Ste D100
Surprise, AZ 85374

Contact Suneel Garg
Phone # 623-222-3458
Fax # 623-222-3401
Project Amount \$ 1,114,973.00

Description Installing a new traffic signal system, pavement markings, signage, removal of existing intersection, roadway improvements, sawcutting, removal of curb, gutter, sidewalk, asphalt and other related work. Roadway and open channel grading, new asphalt paving. ABC, new curb, gutter, sidewalk and modifications to existing drainage and irrigation improvements, including new trees and hydroseeding.

Year Completed 2008 Project No. 07-012

Project Name Durango Street and 113th Street- Traffic Circle
Owner Name City of Avondale
Address 11465 W. Civic Center Drive
Avondale, AZ 85323

Contact Jim Badowich
Phone # 623-478-3273
Fax # 623-478-3812
Project Amount \$ 269,438.00

Description This project encompasses paving, curb, gutter, sidewalks, signing, striping, irrigation, landscaping, decorative wall, masonry wall and drainage improvements.

Year Completed 2008 Project No. 07-013

Project Name Palomino Sidewalks
Owner Name City of Phoenix
Address 200 W. Washington St.
Phoenix, AZ 85003

Contact Dan Matthews
Phone # 602-534-2917
Fax # 602-256-4109
Project Amount \$ 378,345.00

Description 8500 linear feet of sidewalks and ADA ramps. Remove single curb, curb and gutter, header curb and embankment

Year Completed 2008 Project No. 06-010

Project Name Wild Horse Mesa Lift Station #8- Oak Creek Canyon
Owner Name Big Park Domestic Wastewater Improvement District
Address 117 E. Gurley Street, Suite 206
Prescott, AZ 86301

Contact Tom Pender, Pender Engineering
Phone # 928-300-8814
Fax # 928-639-3801
Project Amount \$ 785,068.00

Description Construction of a new wastewater lift station. Includes the construction of a 23' deep wet well and 16' deep man hole. Wet well installation includes new lift pumps and corresponding internal and underground piping. In addition, the project required the installation of an odor control system and electrical control panel. Value engineering was proposed for this project in relation to the existing wet well to increase capacity and the overall effectiveness of the system.

STANDARD CONSTRUCTION COMPANY, INC

PROJECTS COMPLETED AS GENERAL CONTRACTOR IN THE LAST 5 YEARS

Year Completed 2008 Project No. 07-004
 Project Name Recker Transfer Station TS-2 Improvements
 Owner Name City of Mesa
 Address 20 E. Main Street
 Mesa, AZ
 Contact Adrienne Sears-Lake
 Phone # 480-644-2522
 Fax # 480-644-4229
 Project Amount \$ 796,057.00
 Description Remove 24" pipe and 24" valve from vault. Replace with 36" pipe with one valve and access manway. Remove valve vault top, backfill and abandon in place. Perform associated arterial street repairs. Install two new above ground 24" bypass assemblies. Remove heat lamps and install new heat tracing wires. Relocate pressure transmitters. Remove existing 30" flow meter and replace with new flow meter. Perform pump and motor inspection and maintenance. Install electrical upgrades at the site and other specified project work.

Year Completed 2008 Project No. 07-009
 Project Name ASU R-P Backflow Preventer Installation
 Owner Name Arizona State University
 Address 4701 W. Thunderbird Rd.
 Phoenix, AZ 85306-4908
 Contact George Clark, Facilities Project Manager
 Phone # 602-543-3208
 Fax # 602-543-6912
 Project Amount \$ 133,860.00
 Description Installation of parallel 10-inch reduced pressure backflow preventers at two locations on the main water lines feeding the Campus loop. Remove palm trees, replace landscaping.

Year Completed 2008 Project No. 07-008
 Project Name Mingus Road Box Culvert
 Owner Name MCDOT
 Address 2901 West Durango Street
 Phoenix, AZ 85009
 Contact Herbert Miller
 Phone # 602-506-8038
 Fax # 602-506-4115
 Project Amount \$ 325,264.00
 Description Concrete box culvert, along with new road pavement, guardrails

Year Completed 2008 Project No. 06-006
 Project Name Flagstaff Valle Highway
 Owner Name ADOT
 Address 1651 W. Jackson Street
 Phoenix, AZ 85007
 Contact Tony Jaramillo
 Phone # 928-714-2289
 Fax # 928-774-3710
 Project Amount \$ 3,603,236.00
 Description Constructing an asphalt paved pathway, removals, excavation, hauling, grading, furnishing and placing ABC Class 2, and asphaltic concrete, drainage facilities, pavement markings, traffic control, constructing minor structures, striping, curb & gutter, sidewalk, utility relocations, and other related work.

Year Completed 2008 Project No. 07-001
 Project Name Pusch View Bridge
 Owner Name Town of Oro Valley
 Address 11000 N. La Canada Drive
 Oro Valley, AZ 85737
 Contact Robert Jacklitch
 Phone # 520-229-5016
 Fax # 520-229-5029
 Project Amount \$ 282,425.00
 Description Installation of a vehicle access bridge and underground utilities to the well site.

STANDARD CONSTRUCTION COMPANY, INC

PROJECTS COMPLETED AS GENERAL CONTRACTOR IN THE LAST 5 YEARS

Year Completed 2008 Project No. 06-007
Project Name Apache Junction/Tortilla Flat Highway
Owner Name ADOT ADOT PROJECT: S 088-A-507
Address 1651 W. Jackson Street HX18101C
Phoenix, AZ 85007
Contact O.D. (Don) Park P.E.
Phone # 480-449-7742
Fax # 480-966-9234
Project Amount \$ 479,085.00
Description Grading, drainage and widening 16th Avenue including intersection improvements of new traffic signals, ramps and other miscellaneous work.

Year Completed 2008 Project No. 06-011
Project Name Jomax Road- I-17 to Norterra Parkway
Owner Name City of Phoenix
Address 200 W. Washington, 7th Floor
Phoenix, AZ 85003-1611
Contact Daniel Mathews, P.E.
Phone # 602-495-2038
Fax # 602-495-3670
Project Amount \$ 969,491.00
Description Roadway embankment, subgrade prep, asphalt paving

STEVE SUTTON
14636 W. Indianola Ave. ♦ Goodyear, AZ 85395
Home Phone: (623) 935-2699 ♦ Cellular: (623) 694-3676

OWNER & PRESIDENT

Directly responsible for the management and operations of company with 30+ employees. Oversee the field and all projects to a successful completion. Prepare change orders and value engineering proposals. Negotiate extra work proposals, and contract modifications. Supervise the preparation of all bids. Prepare project budgets and schedules that ensure project completion on time. Review job costs for each project under contract. Establish and maintain strong relationships with Owners. Communicate with bonding company.

SKILLS:

- 20 years in construction industry
- Diverse experience with value engineering proposals
- Profound constructability knowledge from "below the ground...on up"
- Determined to meet all project deadlines
- Converts project issues into opportunities for owners
- Strong communication skills with owners and staff
- Respected leader with the focus on the team concept
- Mentors others in the construction industry
- Excellent negotiation skills
- Utilizes staff and equipment to their fullest potential
- Broad knowledge of safety regulations

ATTACHMENT "C"

WORK EXPERIENCE:

STANDARD CONSTRUCTION COMPANY, INC., Avondale, AZ, 2001- Present
Owner and President

CARSON CONSTRUCTION COMPANY, Phoenix, AZ, 1999- 2001

Project Manager and Estimator- Estimated and then managed all civil projects up to \$2.0M. Prepared proposals and selected subcontractors. Established contractor as a civil general contractor that was previously a subcontractor.

HUNTER CONTRACTING COMPANY, Phoenix, AZ, 1994- 1999

Project Manager and Estimator- Estimated grading, paving, and underground projects ranging from \$30K to \$6.0M. Managed projects in the field including personnel, and subcontractors. Tracked job costs, reviewed subcontracts, managed schedules.

EDUCATION:

Bachelor of Science Degree in Construction
College of Engineering and Applied Sciences
Arizona State University, December 1993

TRAINING / CERTIFICATIONS:

OSHA Excavation Safety – Competent Person
OSHA Confined Space Safety
CPR/First Aid Training
HDPE Pipe Fusion (Butt Fusion)
-Mid diameter Hydraulic Unit

STEVEN FORREST BLAKE
13301 W Fairmont Ave. ♦ Litchfield Park, AZ 85340
Home Phone: (623) 337-4024 ♦ Cellular: (623) 980-9716

VICE PRESIDENT
OPERATIONS MANAGER

JOB COMPLETED FOR STANDARD CONSTRUCTION:

- Nogales Sanitary Sewer Rehabilitation, Nogales, AZ (\$0.6M)
- Riley Drive Improvements, Avondale, AZ (\$0.3M)
- Chandler Blvd & Dobson Rd Intersection Improvements, Chandler, AZ (\$5.5M)
- Replacement of Aging Wastewater line, Mesa, AZ (\$77K)
- Waterline Remediation-Southern Ave & SR85, Buckeye, AZ (\$16K)
- Waddell Road Median Installation, Surprise, AZ (\$21K)
- Western Avenue Street Improvements, Avondale, AZ (\$0.3M)
- Multiple MCDOT JOC projects for Intersection Improvements

SKILLS:

- 20 years of Management Development, including project management
- Proficient with Microsoft Word, Excel, Project, Power Point, estimating software, accounting systems, networking, and program engineering.
- Estimate Project Cost Analysis
- Schedule Management/project deadline goals
- Detail Oriented/Multi-tasking abilities/team builder
- Strong Communication and Mentoring Skills

TRAINING / CERTIFICATIONS:

- OSHA Excavation Safety – Competent Person
- OSHA Confined Space Safety
- CPR/First Aid Training

EMPLOYMENT HISTORY:

STANDARD CONSTRUCTION COMPANY, INC., Avondale, AZ, Sept 2006- Present
Operations Manager- Responsibilities include: plan analysis /take-offs, estimating, engineering, project management, order/inventory management, and employee development. Details: *plan analysis/take-offs:* detailed to a five sigma level, *estimating:* estimate projects ranging from 100k to 12 million, *engineering:* plan read/design evaluation, documenting potential value engineering proposals, *project management:* job forecasting/tracking, cost to complete analysis, resource allocation, subcontractor evaluation, *order/inventory management:* coordinate subcontract orders, evaluate ordering & submittals, cost/inventory analysis ordering, *employee development:* key contact for recruitment, initiated a ten week internship program.

EMPLOYMENT HISTORY (continued):

WALGREENS DRUGSTORE, Phoenix, AZ. Dec 1998 - Sept 2006

District Manager (trainee) - Additional role as a store manager. Responsibilities included: Supervised/developed 1,800 management personnel, project management for new store site development & new store relocation, marketing committee member in charge of order management for 180 stores, mentor development for new store managers, developed training seminars for management, recruited/hired new management for the Phoenix Market and established community relations development plans. After careful consideration, my wife and I decided not to accept a promotion to District Manager because promotion involved relocating into another market. Our children were established and family support here. Promotion would mean more responsibility and money, but our quality of life would be out of balance.

Store Manager- Promoted to Store Manager. Annually generated 17 million in sales and 2 million in income. Responsibilities included: supervising 60 various departmental employees and management, customer service satisfaction, evaluated budgeted schedules, order management analysis, annual inventory management analysis, evaluation of payroll control/disbursement, and vendor management.

Executive Assistant Manager. Responsibilities included: supervising 45 various departmental employees, customer service satisfaction, maintaining budgeted schedules, order management, inventory management, and vendor management.

ABCO FOODS, Phoenix, AZ. Jul 1986 - Dec 1998

Manager- Changed departments as a meat cutter and promoted to department manager. Responsibilities included: supervising 15 journeymen meat cutters, maintaining budgeted schedules, order management, accounts payable/receivable, inventory management, and customer service satisfaction.

EDUCATION:

Bachelors of Science, Arizona State University, 1998

PEGGY TOGIOKA
707 W. Marlboro Drive ♦ Chandler, AZ 85225
Cellular Phone: (623) 980-8792

PROJECT MANAGER
EROSION CONTROL COORDINATOR

JOB COMPLETED FOR STANDARD CONSTRUCTION:

- Nogales Sanitary Sewer Rehabilitation, Nogales, AZ (\$0.6M)
- Riley Drive Improvements, Avondale, AZ (\$0.3M)
- Chandler Blvd & Dobson Rd Intersection Improvements, Chandler, AZ (\$5.5M)
- Replacement of Aging Wastewater line, Mesa, AZ (\$77K)
- Waterline Remediation-Southern Ave & SR85, Buckeye, AZ (\$16K)
- Waddell Road Median Installation, Surprise, AZ (\$21K)
- Western Avenue Street Improvements, Avondale, AZ (\$0.3M)
- Multiple MCDOT JOC projects for Intersection Improvements

SKILLS:

- Process Optimization
- Implementation management
- Procurement
- Document control
- Technical interpretation
- Project coordination & construction accounting
- Proficient in MS Office
- Proficient in FabTrol
- Proficient in Timberline
- Web-based marketing & collaboration strategies

TRAINING / CERTIFICATIONS:

- MCAQD Rule 310 Comprehensive Dust Control
- ADOT Certified Erosion Control Coordinator
- OSHA Excavation Safety – Competent Person

EDUCATION:

Colorado Technical University, Colorado Springs, CO.

- M.S. Business Management
- Certificates in Change Mgmt., IT & Business Transformation, Project Management

University of Puget Sound, Tacoma, WA. B.A. Art History, Minored Biology

University of Advanced Computer Technology, Phoenix, AZ. Certified AutoCADD 2000 Operator

EMPLOYMENT HISTORY:

STANDARD CONSTRUCTION COMPANY, INC., Avondale, AZ, January 2008- Present

Project Engineer/Project Manager/ECC

- Manage projects primarily in the public sector. Review project estimate and plans/specifications. Prepare budgets for new projects. Coordinate the submittal process with suppliers and subcontractors.
- Oversee the day-to-day activities of the crews assigned to my projects. Coordinate subcontractors and materials and maintain the overall schedule of the project.
- Problem-solve design and field issues with superintendent and/or project owner. Invoice owner monthly for work completed.
- Create Company Storm Water Pollution & Prevention Plans to include inspection and monitoring program.

HIGHLAND ENGINEERING, LLC., Phoenix, Arizona, February 2007 – January 2008

Project Coordinator/Executive Assistant to the General Manager, Controller Technical Assistant, Service Department Lead

- Coordinate, delegate and document daily action items, divert phone calls and other correspondence. Document and coordinate manager and department meetings and employee reviews. Manage, coordinate and design estimating projects, company newsletter and other general management projects.
- Research, report and maintain document control for accounts receivable. Make collection calls, manage lien waivers, administer company invoicing. Assist managing Timberline challenges, design basic reports, set up contract billing, help coordinate and delegate Timberline action items.
- Coordinate and dispatch field service calls for up to three Service crews. Administer field work order quotes, coordinate supplier and subcontractor quotes, invoice, collect and process Service department payroll. Assist Superintendents in procuring materials, maintain customer relationships.

SKYLINE STEEL, INC., Gilbert, Arizona, March 2002 – February 2007

Contract Administrator, Project Coordinator, Safety Director Assistant

- Interpret and draft all Contracts/Subcontracts, maintain Contract document control. Review each contract for SSI scope, business schemes, standards and/or safety practices, make changes for President and/or Project Management approval.
- Manage all Change Orders and field generated work orders for all Divisions. Maintain the company's change order log, make entries into the job cost/accounting system to update contract amounts and cost-impact items, communicate Change Orders to Fabrication and Field Departments, manage invoicing and soft collections, prepare reports, reconcile A/R and maintain document control.
- Provide operational, administrative and technical support for field operations divisions, project management, purchasing, accounting, IT and sales & estimating.
- Prepare, document and coordinate pre-job meetings with Department heads to discuss job specifications, difficult areas, budget and committed costs.
- Procure, purchase and distribute all company safety equipment, supplies and consumables. Prepare safety training and all safety related functions. Maintain & control contractual/job specific safety documentation.

JERRY LINARES
125 N. 110th Avenue ♦ Avondale, AZ 85323
Cellular Phone: (623) 694-2792

PROJECT SUPERINTENDENT

Specializing in curb, gutter, sidewalk, minor concrete structures

JOBS COMPLETED FOR STANDARD CONSTRUCTION:

- > Central Arizona Project, Hayden-Rhodes Lining, Scottsdale, AZ (\$3.3M)
- > Riley Drive Improvements, Avondale, AZ (\$0.3M)
- > Van Buren Storm Drain Phase 2, Tolleson, AZ (\$1.1M)
- > Van Buren Street 67th Ave to 75th Ave, Phoenix, AZ (\$2.6M)
- > Waterline Remediation-Southern Ave & SR85, Buckeye, AZ (\$16K)
- > Multiple MCDOT JOC projects for Intersection Improvements

SKILLS:

- 18 years in construction industry
- Read blueprints & plan drawings
- Construction quality Control
- Project scheduling
- Building layout elevations
- Calculating required quantities of materials for any size concrete project
- Calculating required quantities of materials for any size of road improvement project
- Concrete form setting for sidewalks, curb & gutter, and building foundations
- Stamped and decorative concrete finishes

TRAINING / CERTIFICATIONS:

- OSHA Excavation Safety- Competent Person
- OSHA Confined Space Safety
- Contractor Railroad Safety Certification
- Certified Flagger
- CPR First Aid
- MCAQD Rule 310 Comprehensive Dust Control
- HDPE Pipe Fusion (Butt Fusion)
-Mid diameter Hydraulic Unit

EDUCATION:

- El Paso Community College, El Paso, Texas
- Plan Reading and Building Trades
 - Electrical Trades

EMPLOYMENT HISTORY:

STANDARD CONSTRUCTION COMPANY, INC., Avondale, AZ, June 2005 - Present

Superintendent- Responsibilities include initial review of project plans and specifications. Identify site changes in condition and notify Project Manager. Attend weekly field scheduling meetings held with all field personnel. Prepare "look ahead" schedules each week which details the work that will be performed in the next two weeks. Directly responsible for production levels of field staff, including management of overtime. Coordinate subcontractors in the field. Prepare time cards daily. Prepare T&M reports as required. Establish good communication with the on-site inspector. Hold weekly Tool Box Topics safety meetings with staff.

EPCON INC., El Paso, TX, January 1995 - June 2005

Superintendent and Foreman

PROJECTS COMPLETED AS SUPERINTENDENT

NPS Fire Management Building

Project Location: Big Bend, Texas

Project Duration: 1 year 2 months

- Responsible for managing several employees and various subcontractors in the development of Fire Management Building
- Responsible for time management and labor
- Managing budgets and ensuring customer satisfaction
- Job safety and quality control
- Establish productive work environment

El Paso Independent School Dist./Jefferson H.S. Track & Drainage Renovations

Project location: El Paso, Texas

Project Duration: 5 months

- Responsible for the overall replacement of track and drainage
- Scheduled and supervised all aspects of construction
- Supervision of labor and employees
- Met client deadline in a timely manner

National Park Service –

Fire Cache Building, Rehab Water Tank, & Amphitheater Improvements

Project location: Lake Meredith

Project Duration: 11 months

National Park Service - Water Line Project

Project location: White Sands, Alamogordo

Project Duration: 2 years

Lake Meredith Water Line Construction & Chip Seal Overlay Project

Project location: Lake Meredith

Project Duration: 1 year

PROJECTS COMPLETED AS FOREMAN

White Sands National Monument, - Roadway chip seal and striping.

Project location: Alamogordo, New Mexico

Saint Jude Catholic Church – classroom addition and interior renovations.

Project location: El Paso, Texas

MANUEL PASILLAS
14416 N. 184th Ave ♦ Surprise, AZ 85379
Cellular Phone: (623) 980-9256

PROJECT SUPERINTENDENT
- Specializing in Underground Waterlines & Sewer Lines -

JOBS COMPLETED FOR STANDARD CONSTRUCTION:

- Nogales Sanitary Sewer Rehabilitation, Nogales, AZ (\$0.6M)
- Chandler Blvd. & Dobson Rd. Intersection Improvements, Chandler, AZ (\$5.5M)
- Phoenix Watermain Replacement, Phoenix, AZ (\$2.7M)
- Waddell Road Median Installation, Surprise, AZ (\$21K)
- Paradise Lane Road Improvements- Surprise, AZ (\$1.1M)
- Glendale Waterline Replacement Rehabilitation- City of Glendale, AZ (\$2.0M)
- Central Avenue Waterline Replacement, Avondale, AZ (\$1.2M)

SKILLS:

- 11 years in construction industry
- Read blueprints & plan drawings
- Construction quality control
- Project scheduling
- Excellent communication skills with inspectors/owners
- Equipment operation: backhoe, loader, excavator, skid steer
- Underground utilities – water line & sewer replacements and installation

TRAINING / CERTIFICATIONS:

- OSHA Excavation Safety- Competent Person
- OSHA Confined Space Safety
- CPR/First Aid Training
- MCAQD Rule 310 Comprehensive Dust Control
- Contractor Railroad Safety Certification
- HDPE Pipe Fusion (Butt Fusion)
-Mid diameter Hydraulic Unit

EMPLOYMENT HISTORY:

STANDARD CONSTRUCTION COMPANY, INC., Avondale, AZ, June 2003- Present

Pipe Superintendent- Specializes in waterline, sewer, and force main installation.

Responsibilities include initial review of project plans and specifications. Identify site changes in condition and notify Project Manager. Attend weekly field scheduling meetings held with all field personnel. Prepare "look ahead" schedules each week which details the work that will be performed in the next two weeks.

Directly responsible for production levels of field staff, including management of overtime. Coordinate subcontractors in the field. Prepare time cards daily. Prepare T&M reports as required. Establish good communication with the on-site inspector. Hold weekly Tool Box Topics safety meetings with staff. Ensure Ensures safety of crew at all times.

JORGE ALONZO
301 E. Clairidge Drive ♦ Queen Creek, AZ 85243
Cellular Phone: (623) 696-9828

CONCRETE FOREMAN

Specializing in curb, gutter, sidewalk, minor concrete structures, decorative concrete

JOBS COMPLETED FOR STANDARD CONSTRUCTION:

- > Riley Drive Improvements, Avondale, AZ (\$0.3M)
- > Chandler Blvd. & Dobson Rd. Intersection Improvements, Chandler, AZ (\$5.5M)
- > Waddell Road Median Installation, Surprise, AZ (\$21K)
- > Van Buren Storm Drain Phase 2, Tolleson, AZ (\$1.1M)
- > Van Buren Street 67th Ave to 75th Ave, Phoenix, AZ (\$2.6M)
- > Durango Street and 113th Avenue Traffic Circle- Avondale, AZ (\$0.3M)*
- > Palomino Sidewalks- Phase II, Areas 1& 2- Phoenix, AZ (\$0.4M)
- > ADA Ramps- Avondale, AZ (\$30K)
- > MC85 and Baseline Intersection Improvements, Buckeye, AZ (\$0.6M)

SKILLS:

- 19 years in construction industry
- Construction quality control
- Project scheduling
- Effective communication skills with inspectors/owners
- Building layout elevations
- Calculating necessary quantities of materials for any size concrete project
- Calculating necessary quantities of materials for any size of road Improvement project
- Concrete form setting for sidewalks, curb & gutter, and building foundations
- Stamped and decorative concrete finishes

TRAINING / CERTIFICATIONS:

- CPR/First Aid Training
- OSHA Excavation Safety - Competent Person
- MCAQD Rule 310 Comprehensive Dust Control

EMPLOYMENT HISTORY:

STANDARD CONSTRUCTION COMPANY, INC., Avondale, AZ, August 2008 - Present
Concrete Foreman- Responsibilities include initial review of project plans and specifications. Identify site changes in condition and notify Project Manager. Attend weekly field scheduling meetings held with all field personnel. Prepare "look ahead" schedules each week which details the work that will be performed in the next two weeks. Directly responsible for production levels of

field staff, including management of overtime. Coordinate subcontractors in the field. Prepare time cards daily. Prepare T&M reports as required. Establish good communication with the on-site inspector. Hold weekly Tool Box Topics safety meetings with staff.

DOWN TO EARTH CONTRACTING, Wickenburg, AZ, 2003- August 2008
Concrete Foreman

TEMCON, Tempe, AZ, 1990- 1993
Concrete Foreman

NESBITT CONSTRUCTION, Tempe, AZ, 1989- 1990
Concrete Foreman

**STANDARD CONSTRUCTION COMPANY, INC.**810 E. Western Avenue • Avondale, AZ 85323
Tel 623.583.9500 • Fax 623.583.7750**CORPORATE INFORMATION SHEET**

Address: 810 E. Western Avenue
Avondale, Arizona 85323
PH: (623) 583-9500
FX: (623) 583-7750

Type of Business: Corporation - Civil Construction
Founded: June 2001, Arizona
Principle: Steve Sutton, President
Federal ID #: 86-1036417
Arizona Sales Tax No. 07-636350
Dunn & Bradstreet # 088711911

Surety (bonding): Ohio Casualty
Bonding Agent: Andy Paffenbarger
Paffenbarger & Walden, LLC
1121 E. Missouri Suite 102
Phoenix, AZ 85014
PH: (602) 212-9160

General Liability: Companion Property & Casualty Company
Umbrella Insurance: Navigators Insurance Company
Workers Compensation: SCF Western
Insurance Agent: Andy Shelton
Brown & Brown Insurance of AZ, Inc.
2800 N Central Ave, Suite 1600
Phoenix, Arizona 85004
PH: (602) 664-7015 / Fax: (602) 287-6715

Bank: JP Morgan/Chase Bank
2509 S. Power Road, Suite 103
Mesa, AZ 85209

Bank Contact: Susan Baker
PH: (480) 324-9082 / Fax: (480) 324-9081
Account Number: 951234467

Standard Construction Company, Inc. Corporate Information Sheet
Page 2

AZ Contractor Licenses: A - General Engineering- ROC166948
B-4 General Engineering Residential- ROC230441

Trade References:

Titan Rentals

1411 North 27th Ave.
Phoenix, AZ 85009
PH: (602) 269-3221
FX: (602) 269-3696

Ferguson Waterworks

Attn: Carolyn Peradotto
2275 E Ginter Road
Tucson, AZ 85706
PH: (602) 248-7835
FX: (602) 262-4276

Drake Materials

Attn: Stella Ross
5745 N Scottsdale Rd
Suite B110
Scottsdale, Arizona 85250
PH: (480) 607-3999
FX: (480) 607-3335

Mesa Materials, Inc.

Attn: Ken Walmsley
8800 Dix Avenue
Detroit, MI 48209
PH: (313) 429-2281
FX: (313) 849-9441

Arizona Materials

Attn: Mary Chavez
3636 S. 43rd Avenue
Phoenix, Arizona 85009
PH: (602) 278-4444
FX: (602) 442-7272

Cal Portland Company

Attn: Crystal Pollard
Dept. #7409
Los Angeles, CA 90084
PH: (626) 691-2275
FX: (626) 691-2274

ATTACHMENT "E"

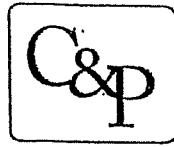
STANDARD CONSTRUCTION COMPANY, INC.

Financial Statements
and
Independent Auditors' Report

June 30, 2011 and 2010

June 30, 2012 and 2011

Available October 15, 2012



COLBY &
POWELL, PLC

CERTIFIED PUBLIC ACCOUNTANTS

1535 W. Harvard Avenue, Suite 101 · Gilbert, Arizona 85233

Tel: (480) 635-3200 · Fax: (480) 635-3201

INDEPENDENT AUDITORS' REPORT

The Board of Directors
Standard Construction Company, Inc.
Avondale, Arizona

We have audited the accompanying balance sheet of Standard Construction Company, Inc. as of June 30, 2011 and 2010, and the related statements of income, retained earnings, and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Standard Construction Company, Inc. as of June 30, 2011 and 2010, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplemental information listed in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Colby & Powell

September 26, 2011

STANDARD CONSTRUCTION COMPANY, INC.
Statement of Income and Retained Earnings
For the Years Ended June 30, 2011 and 2010

	2011	2010
Contracting revenue	\$ 8,876,778	\$ 7,856,700
Contract costs	7,884,751	7,031,796
Gross profit	992,027	824,904
Operating expenses	975,701	781,206
Operating income (loss)	16,326	43,698
Other income	2,145	1,139
Other expense	(2,408)	-
Interest income	7,553	13,364
Interest expense	-	(25)
Income before taxes	23,616	58,176
Provision for income taxes	(15,976)	11,153
Net income	39,592	47,023
Retained earnings - Beginning of year	2,631,439	2,584,416
RETAINED EARNINGS - END OF YEAR	\$ 2,671,031	\$ 2,631,439

The accompanying notes are an integral part of these financial statements.

IMPORTANT NOTICE

YOU MUST:

- REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS.
[SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS.
[SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY.
[SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY.
[SEE RULE R-4-9-110]

Standard Construction Company Inc

810 E Western Ave
Avondale, AZ 85323-2013

**THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH: 07/31/2013
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Standard Construction Company Inc



CONTRACTORS LICENSE NO 166948 CLASS A

General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND

William A. Mundell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS


g. Is this financial statement for the identical organization named on page one? Yes

h. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary): N/A

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

17. Dated at Avondale this 31st day of May, 2013.

Name of organization: Standard Construction Company, Inc

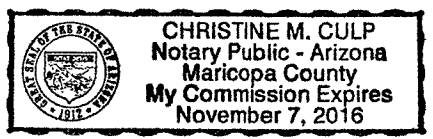
By: 
Title: Steve Sutton, President

18. Steve Sutton being duly sworn deposes and says that he/~~she~~ is the President of Standard Construction Company, Inc Contractor(s), and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 31st day of May, 2013.


Notary Public

My commission expires: 11-07-2016



**TOWN OF FLORENCE
ADA CURB CUTS
PROPOSAL FORM**

PROJECT IDENTIFICATION:

CONTRACT IDENTIFICATION AND NUMBER:

THIS BID IS SUBMITTED TO:

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

Date	Addendum Number
<u>None</u>	_____
_____	_____
_____	_____

- b. Bidder has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- c. Bidder specifies that the firm will not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order #75-5 and all other applicable state and federal laws, regulations and Executive Orders.
- d. Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder acknowledges that the Town and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to underground facilities at or contiguous to the site.
- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies

and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.

- f. Bidder has correlated the information known to the bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
 - g. Bidder has provided the ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that bidder has discovered in the contract documents and the written resolution thereof by ENGINEER is acceptable to bidder, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
 - h. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself/herself any advantage over any other bidder or over the Town.
4. Bidder will complete the work in accordance with the contract documents for the following price:
- \$ 288,091.00
5. Bidder agrees that the work will be fully completed and ready for final payment within **90 calendar days** after the date when the contract time commences.
6. Bidder accepts the provisions of the contract as to liquidated damages of **\$250 per day** for each consecutive calendar day in the event of failure to complete the work within the times specified in the contract.
7. The following documents are attached to and made a condition of this bid:
- a. Required bid security in the form of 10% Bid Bond.
 - b. Contractor Qualification Statement and supporting data
 - c. Subcontractor and Material Suppliers List
 - d. Wage Rate Decision
 - e. LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
 - f. Certifications

8. Communications concerning this bid shall be addressed to:

Name Steve Sutton, President
Address 810 E Western Avenue
Avondale, AZ 85323
Phone 623-583-9500

Submitted on (date) May 31, 2013 State Contractor License No: ROC166948

If bidder is:

An Individual

By (Signature of Individual):	<u>N/A</u>
Typed or Printed Name of Individual:	
doing business as:	
Business Address:	
Phone Number:	

A Partnership

By (Firm's Name):	<u>N/A</u>
Signature of General Partner:	
Typed or Printed Name of General Partner:	
Business Address:	
Phone Number:	

A Corporation

By (Corporation's Name):	<u>Standard Construction Company, Inc.</u> (Affix Seal)
State of Incorporation:	<u>Arizona</u>
Signature of Authorized Signer:	
Typed or Printed Name of Authorized Signer:	<u>Steve Sutton, President</u>
Business Address:	<u>810 E Western Avenue</u> <u>Avondale, AZ 85323</u>
Phone Number:	<u>623-583-9500</u>

PROPOSAL CHECK LIST

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

CERTIFICATIONS

CIVIL RIGHTS

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

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

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

And, Rehabilitation Act of 1973, Section 504, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;

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

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

And, Americans with Disabilities Act of 1990, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

And, Executive Order 11063, that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing and related facilities provided with federal assistance, or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

EQUAL EMPLOYMENT OPPORTUNITY

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

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, familial status, religious affiliation or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GRANTEE setting forth the provisions of this non-discrimination clause.

2. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR for the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap.
3. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the GRANTEE's Department of Housing and/or Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the CONTRACTOR's non-compliance with any provision of this contract or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
6. The CONTRACTOR will include the provisions of the subparagraphs 12 (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the GRANTEE's Department of Housing and/or Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GRANTEE's Department of Housing and/or Community Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

SECTION 503

(if contract \$25,000 or over)

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the CONTRACTOR's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

FLY ASH CERTIFICATION

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

ACCESS TO RECORDS AND RECORDS RETENTION

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

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

CONFLICT OF INTEREST

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

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

ANTI-LOBBYING CERTIFICATION

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.


2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

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

Steve Sutton, President
(typed name of official)


(signature of official)

Standard Construction Company, Inc.
(typed name of firm)

May 31, 2013
(date)

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

Grants Division, Town of Florence, will monitor compliance with such provisions and standards. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to Grants Division is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to contact Grants Division, Lisa Padilla at (520) 868-7513, fax (520) 868-7501, or e-mail: lisa.padilla@florenceaz.gov.

S3B-1 SECTION 3 ASSURANCE (1 page)

This form is to be completed by the contractor and **submitted as a part of the bid package or within 3 days of contract award.** Completion of this form provides assurance that the contractor will comply with Section 3 requirements.

S3B-2 ESTIMATED PROJECT WORK FORCE BREAKDOWN (1 page)

This form is to be completed by the contractor and **submitted as a part of the bid package or within 3 days of contract award.** This form identifies additional positions needed to complete the Section 3 covered project.

S3B-3 SECTION 3 BUSINESS SELF-CERTIFICATION (1 page)

This form is to be completed by the contractor if applicable, and **submitted as a part of the bid package or within 3 days of contract award.** The bidder completes this form to qualify as a Section 3 business concern.

Grantee: Town of Florence Housing Contract No.: CDBG # 111-12
Activity No.: 2 Activity Name: ADA Curb Cuts

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

SECTION 3 ASSURANCE

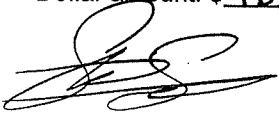
1. I, the undersigned, Steve Sutton, as official representative of Standard Construction Company, Inc
(printed name) (contractor)
agree to comply with Section 3 requirements, to include recordkeeping and reporting, for the
ADA Curb Cuts (project). It is understood that failure to comply may result in the
following sanctions: cancellation, termination or suspension of this contract in whole or in part.

2. Prime Contractor

- a. The number of positions needed in this project: 11
Details of occupational categories provided in Attachment A (yes)
- b. The number of these positions to be filled by regular, permanent employees: 11
- c. The number of positions projected to be filled by low income area residents: 2070
Details of occupational categories provided in Attachment A (yes)

3. Subcontractors/Vendors

- a. The number of subcontractors projected to be utilized for this project: 2
- b. The number of subcontractors projected to be Section 3 businesses:
0
- c. The number of businesses/suppliers projected to be utilized: 2
Dollar amount: \$ 100,000.00
- d. The number of businesses/suppliers projected to be Section 3
businesses/suppliers: TBD
Dollar amount: \$ TBD



Authorized Signature
Steve Sutton, President

May 31, 2013

Date

S3B-1 (7/01)

Grantee: Town of Florence Housing Contract No.: CDBG # 11-12
 Activity No.: 2 Activity Name: ADA Curb Cuts

Attachment A

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

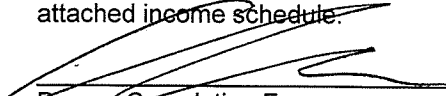
Section 3

ESTIMATED PROJECT WORK FORCE BREAKDOWN

1. Job Category	2. Total Estimated Positions Needed for Project	3. No. of Positions Occupied by Permanent Employees	4. Number of Positions Not Occupied	5. No. of Positions to be Filled with Section 3 Residents	6. Approximate Hiring Date
Supervisor	1	1			
Professional	1	1			
Technical	1	1			
Office/Clerical	2	2			
Others					
TRADE:					
Journeyman	6	6		3	
Apprentices					
Trainees					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
TOTALS	11	11	0	3	N/A

Section 3 Resident

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


 Person Completing Form 5-31-13
 Date
Chris Culp / Contract Administration

Standard Construction Company, Inc
 Company
810 E. Western Avenue Avondale, AZ 85323
 Company Address

ADA Curb Cuts 111-12
623-583-9500
 Telephone Number

S3B-2 (7/01)

Grantee: Town of Florence Housing Contract No.: CDBG #111-12

Activity No.: 2

Activity Name: ADA Curb Cuts

Note: The attached "FY Income Limits Summary" has been provided by "others". In the event the Bidder is not Section 3 then the Contractor shall note that an allowable response is "We are not a Section 3 Business; none of the Section 3 items apply to our business" or otherwise provide an appropriate certification, clarification and/or exception to the RFP.

Grantee: Town of Florence Housing Contract No.: CDBG #111-12
Activity No.: 2 Activity Name: ADA Curb Cuts

SECTION 3 BUSINESS SELF-CERTIFICATION

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

A. Basis for Self-Certification

The Standard Construction Company, Inc. located at 810 E Western Avenue, Avondale, AZ 85323
(name of business) (address)
hereby certifies that it is a Section 3 business, as defined by HUD, on the basis of the following:

(check all applicable)

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

B. Certifications

I, the undersigned, hereby certify that:

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

Jacquie Parenteau
signature

May 31, 2013
date

Jacquie Parenteau
printed name

Office Manager
title

S3B-3 (7/01)

SUBCONTRACTORS & MATERIAL SUPPLIERS LIST

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

Specialty	Subcontractor/Material Supplier Name	License #
Concrete	Calportland - Supplier	N/A
Asphalt/ABC	Supplier - Southwest Asphalt	N/A
Stamped Concrete	Progressive Landscapes	ROC 270106

FY 2013 Income Limits Documentation System

FY 2013 Income Limits Documentation System

FY 2013 Income Limits Summary







Pinal County, Arizona										
FY 2013 Income Limit Area	Median Income Click Here	FY 2013 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Pinal County	\$62,200	Very Low (50%) Income Limits Click Here	\$22,100	\$25,250	\$28,400	\$31,550	\$34,100	\$36,600	\$39,150	\$41,660
		Extremely Low (30%) Income Limits Click Here	\$13,300	\$15,200	\$17,100	\$18,950	\$20,500	\$22,000	\$23,500	\$25,050
		Low (80%) Income Limits Click Here	\$35,350	\$40,400	\$45,450	\$50,500	\$54,550	\$58,600	\$62,650	\$66,700

NOTE: Pinal County is part of the Phoenix-Mesa-Glendale, AZ MSA, so all information presented here applies to all of the Phoenix-Mesa-Glendale, AZ MSA. The Phoenix-Mesa-Glendale, AZ MSA contains the following areas: Maricopa County, AZ ; and Pinal County, AZ .

For details on the calculation steps for each of the various parameters, please click the "Median Income" column heading or the Income Limits row labels ("Very Low-Income (50%) Limits", "Extremely Low-Income (30%) Limits", and "Low-Income (80%) Limits").

Income Limit areas are based on FY 2013 Fair Market Rent (FMR) areas. For a detailed account of how this area is derived please see our associated FY 2013 [Fair Market Rent documentation system](#).

Select a different county or county equivalent:

- Apache County 
- Cochise County 
- Coconino County 
- Gila County 
- Graham County 
- Greenlee County 

Data file last updated Tues., Dec. 11, 2012.

Press below to select a different state

Select a new state

or

Select a FY 2013 HUD Metropolitan Fair Market Rent Area's Income Limits:
Phoenix-Mesa-Glendale, AZ MSA

Select HMFA Income Limits Area

[HUD Home Page](#) | [HUD User Home](#) | [Data Sets](#) | [Fair Market Rents](#) | [Section 8 Income Limits](#) | [Multifamily Tax Subsidy Project \(MTSP\)](#)
[Income Limits](#) | [HUD LIHTC Database](#) |

Technical Problems or questions? [Contact Us](#).

**CURRENT WAGE RATE DECISION
(HIGHWAY/HEAVY)**

WAGE RATE DESISION (HIGHWAY)

General Decision Number: AZ130008 03/22/2013 AZ8

Superseded General Decision Number: AZ20120013

State: Arizona

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	02/22/2013
3	03/22/2013

CARP0408-005 10/01/2012

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 23.58	9.49

ENGI0428-001 01/01/2012

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 19.89	9.05
Group 2.....	\$ 23.16	9.05
Group 3.....	\$ 24.24	9.05
Group 4.....	\$ 25.27	9.05

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

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

GROUP 2:

ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump,

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

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

GROUP 3:

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

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

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

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

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

IRON0075-004 01/01/2013

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar.....	\$ 26.52	20.65

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

 LABO0383-002 06/01/2010

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

LABORERS CLASSIFICATIONS:

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

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

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

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

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

 * PAIN0086-001 04/01/2012

	Rates	Fringes
PAINTER		
PAINTER (Yavapai County only), SAND BLASTER/WATER BLASTER (all Counties).....	\$ 19.35	4.75

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

 SUAZ2009-001 04/20/2009

	Rates	Fringes
CEMENT MASON.....	\$ 19.28	3.99
ELECTRICIAN.....	\$ 22.84	6.48
IRONWORKER (Rebar)		
Pima County.....	\$ 23.17	14.83
Pinal County.....	\$ 20.27	8.35
LABORER		
Asphalt Raker.....	\$ 15.49	3.49
Compaction Tool Operator....	\$ 14.59	2.91
Concrete Worker.....	\$ 13.55	3.20
Concrete/Asphalt Saw.....	\$ 13.95	2.58
Driller-Core, diamond, wagon, air track.....	\$ 16.94	3.12
Dumpman Spotter.....	\$ 14.99	3.16
Fence Builder.....	\$ 13.28	2.99
Flagger		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 12.35	1.59
Formsetter.....	\$ 16.09	3.97
General/Cleanup Laborer		
Coconino, Maricopa, Mohave, Pima, Yavapai & Yuma.....	\$ 14.54	3.49
Grade Setter (Pipeline)....	\$ 17.83	5.45
Guard Rail Installer.....	\$ 13.28	2.99
Landscape Laborer.....	\$ 11.39	
Landscape Sprinkler Installer.....	\$ 15.27	
Pipelayer.....	\$ 14.81	2.96
Powderman, Hydrasonic.....	\$ 16.39	2.58
OPERATOR: Power Equipment		
Asphalt Laydown Machine.....	\$ 21.19	6.05
Backhoe < 1 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 17.37	3.85
Backhoe < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Clamshell < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Concrete Pump (Truck Mounted with boom only)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 19.92	7.10
Crane (under 15 tons).....	\$ 21.35	7.36
Dragline (up to 10 cu yd)		

Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Drilling Machine (including Water Wells).....\$ 20.58	5.65
Grade Checker Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 16.04	3.68
Hydrographic Seeder.....\$ 15.88	7.67
Mass Excavator.....\$ 20.97	4.28
Milling Machine/Rotomill.....\$ 21.42	7.45
Motor Grader (Finish-any type power blade) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 21.92	4.66
Motor Grader (Rough) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 20.07	4.13
Oiler.....\$ 18.15	8.24
Power Sweeper.....\$ 16.76	4.44
Roller (all types Asphalt) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.27	3.99
Roller (excluding asphalt)..\$ 15.65	3.32
Scraper (pneumatic tired) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 17.69	3.45
Screed Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 17.54	3.72
Shovel < 10 cu yd Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Skip Loader (all types <3 cu yd).....\$ 18.28	5.30
Skip Loader (all types 3 < 6 cu yd) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.64	4.86
Skip Loader (all types 6 < 10 cu yd).....\$ 20.15	4.52
Tractor (dozer, pusher - all) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 17.26	2.65

PAINTER

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

TRUCK DRIVER

2 or 3 Axle Dump or Flatrack.....\$ 16.27	3.30
5 Axle Dump or Flatrack.....\$ 13.97	2.89
6 Axle Dump or Flatrack (< 16 cu yd).....\$ 17.79	6.42
Belly Dump.....\$ 14.67	
Oil Tanker Bootman.....\$ 22.03	

Self-Propelled Street Sweeper.....	\$ 13.11	5.48
Water Truck 2500 < 3900 gallons.....	\$ 18.14	4.55
Water Truck 3900 gallons and over.....	\$ 15.92	3.33
Water Truck under 2500 gallons.....	\$ 15.94	4.16

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

=====

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

Washington, DC 20210

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

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

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

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

=====
END OF GENERAL DECISION

WAGE RATE DECISION (HEAVY)

General Decision Number: AZ120010 01/06/2012 AZ10

Superseded General Decision Number: AZ20100010

State: Arizona

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS (excluding dam construction)

Modification Number	Publication Date
0	01/06/2012

BOIL0627-004 04/01/2010

	Rates	Fringes
BOILERMAKER.....	\$ 31.92	21.42

CARP0408-003 07/01/2011

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 23.58	8.49
PILEDRIVERMAN.....	\$ 24.08	8.49

ELEC0518-005 08/01/2010

PINAL COUNTY (North of the line, "First Standard Parallel
South", and East of the line, "Second Guide Meridian East".

	Rates	Fringes
Electrician/Wireman.....	\$ 24.25	9.67

* ELEC0570-001 12/01/2011

PIMA, PINAL [Remaining Southern Area], and YUMA COUNTIES

	Rates	Fringes
Electrician/Wireman.....	\$ 23.75	18%+4.70

ZONE DEFINITIONS-

Zone A: the area within a twenty-nine (29) mile radius from
a basing point at the Tucson Town Hall.

Zone B: 29 to 46 mile radius from the town hall in Tucson- an

additional \$ 1.25 per hour
 Zone C: 47 mile radius from the town hall in Tucson to the
 outer limits of the geographic jurisdiction- an additional
 \$ 3.75 per hour

 ELECO611-005 11/01/2011

APACHE COUNTY [Area North of Highway 66]

	Rates	Fringes
Electrician/Wireman		
Zone 1.....	\$ 29.30	3%+8.68
ZONE 1: 0 to 10 miles from Gallup, NM		
ZONE 2: 10 to 30 miles from Gallup - Add 9%		
ZONE 3: 30 to 40 miles from Gallup - Add 15%		
ZONE 4: Over 40 miles from Gallup - Add 26%		

 ELECO640-001 06/21/2011

COCONINO; MARICOPA; MOHAVE COUNTIES; and the following portion
 of PINAL COUNTY (Area lying North and West of the boundary line
 beginning at a point where Papago Indian Reservation Road No.15
 crosses the Pima-Pinal County line, then extending in a
 Northeasterly direction on Papago Indian Reservation Road No.
 15 to the intersection with Highway FAS-267, extending North
 on Highway FAS-267 to the intersection with the Florence
 Canal, North and East on the Florence Canal to the
 intersection of the line "Second Guide Meridian East" then
 North to the Pinal-Maricopa County lines)

	Rates	Fringes
Electrician/Wireman.....	\$ 25.01	3%+7.50

 ELECO769-001 05/01/2011

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 42.24	19%+5.04
Groundman.....	\$ 22.32	19%+5.04
Lineman.....	\$ 38.48	19%+5.04
Powderman.....	\$ 27.13	19%+5.04
Technician, Crane 80 Ton & over, Pilot.....	\$ 37.39	19%+5.04

Equipment Operator: 75% of Lineman rate.
 HD Equipment Operator: 85% of Lineman rate.
 Mechanic: 75% of Lineman rate.

 ENGI0428-013 06/01/2010

	Rates	Fringes
--	-------	---------

Power Equipment Operator
 (2) Asphalt Roller.....\$ 25.22 9.79

 IRON0075-007 08/01/2011

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

 LABO0383-008 06/01/2010

	Rates	Fringes
Laborers		
(2) Concrete Worker.....	\$ 18.63	4.35
(3) Power tools.....	\$ 19.42	4.35
(6) Construction Specialist.	\$ 19.39	4.35

 PLUM0469-004 07/01/2011

ZONE A: COCONINO, MARICOPA, MOHAVE & YUMA COUNTIES

ZONE B: PIMA AND PINAL COUNTIES

	Rates	Fringes
PLUMBER		
Zone A.....	\$ 32.50	15.15
Zone B.....	\$ 32.50	15.15

INDUSTRIAL WORK: Add \$6.00 to basic hourly rate

 SHEE0359-002 08/01/2011

PIMA and PINAL (South of the 33rd Parallel) COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC)		
Zone 1.....	\$ 29.55	14.05

 SHEE0359-003 08/01/2011

COCONINO, MARICOPA, MOHAVE, PINAL (North of the 33rd Parallel),
 and YUMA COUNTIES

	Rates	Fringes
--	-------	---------

Sheet Metal Worker (Including
HVAC).....\$ 29.55 14.05

SUAZ2004-007 03/04/2004

	Rates	Fringes
Cement Mason/Finisher.....	\$ 17.18	2.12
Laborers		
General/Cleanup.....	\$ 10.32	0.00
Pipelayer.....	\$ 11.11	1.74
MILLWRIGHT.....	\$ 16.97	3.40
Power Equipment Operator		
Backhoe.....	\$ 16.82	2.52
Blade/Grader.....	\$ 14.45	2.45
Crane.....	\$ 20.76	4.42
Excavator.....	\$ 18.00	0.00
Loader.....	\$ 16.67	2.14
Scraper.....	\$ 12.91	1.68
Sound & Communication		
Technician.....	\$ 22.00	0.00
TRUCK DRIVER		
Dump.....	\$ 12.13	1.16
Flatbed Utility.....	\$ 12.50	1.48
Water Truck.....	\$ 11.91	1.32

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with

characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

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

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

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

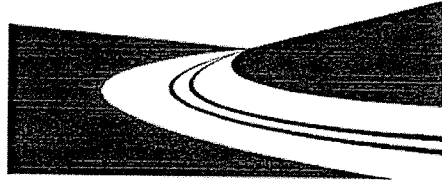
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

=====
END OF GENERAL DECISION



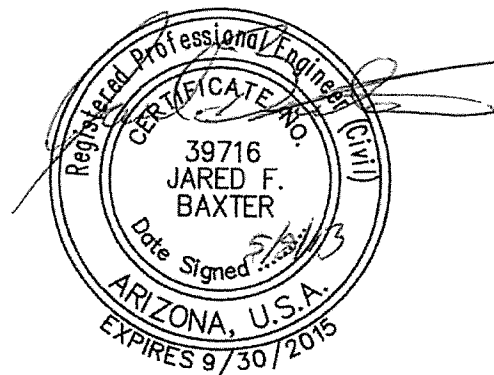
BAXTER DESIGN GROUP

**MAIN STREET ROADWAY IMPROVEMENTS
HANDI-CAP ACCESS RAMPS**

TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

TECHNICAL SPECIFICATIONS – BID DOCUMENTS

MAY, 2013



JARED F. BAXTER, P.E.

**BAXTER DESIGN GROUP, LLC
7580 N. DOBSON ROAD SUITE #200
SCOTTSDALE, AZ 85256**

Telephone: (480) 818-6001

TABLE OF CONTENTS

TECHNICAL SPECIFICATIONS

GENERAL

Section	Title	
Page		
	Bid Table – Line Items	1

PART 100 – GENERAL CONDITIONS

Section	Title	
Page		
107	Legal Regulations and Responsibilities to the Public	107-1
111	Special Project Constraints	111-1

PART 200 – EARTHWORK

Section	Title	
Page		
201	Clearing and Grubbing.....	201-1
203	Mobilization.....	203-1

PART 300-STREETS AND RELATED WORK

Section	Title	
Page		
336	Pavement Matching and Surface Replacement.....	336-1
340	Concrete Curb, Gutter, Sidewalk, Sidewalk Ramps, Driveways and Alley Entrance	340-1
345	Adjusting Frames, Covers, Valve Boxes and Water Meters	345-1
350	Removal of Existing Improvements.....	350-1
361	Imprinted Concrete (Bomanite/Bomacron).....	361-1
362	Detectable Warnings	362-1

PART 600-WATER AND SEWER

Section	Title	
Page		
601	Trenching Excavation, Backfilling and Compaction	601-1

Bid Table - Line Items

ITEM	DESCRIPTION	TECH SPEC (1)	QUANTITY
1	MOBILIZATION	202	1
2	EXISTING AWNING SUPPORTS	N/A	0
3	REMOVE EXISTING INFRASTRUCTURE	350	14678 SF
4	SAWCUT EXISTING PAVEMENT	601	1992 LF
5	RELOCATE/PROTECT UTILITY EQUIPMENT	N/A	0
6	REMOVE/REPLACE CONCRETE STEP	350	1 ea
7	6" CONCRETE CURB & GUTTER ADOT TYPE "A"	340	669 LF
8	6" CONCRETE CURB & GUTTER ADOT TYPE "D"	340	145 LF
9	5' CURB & GUTTER TRANSITION ADOT TYPE "7"	340	10 EA
10	5' CURB & GUTTER TRANSITION MAG DTL 221	340	1 EA
11	4" CONCRETE SIDEWALK	340	8425 SF
12	CONCRETE SIDEWALK RAMP ADOT TYPE "B"	340/362	3032 SF
13	CONCRETE PAVEMENT SECTION	336/361	1848 SF
14	ASPHALT PAVEMENT SECTION	336	1105 SF
15	ADJUST VALVE BOX FRAME & COVER	345	2 EA
16	ADJUST FIRE HYDRANT VALVE & COVER	345	3 EA
17	INSTALL WATER METER	345	1 EA
18	SIGN RI-1	MCDOT	16 EA
19	12" SOLID WHITE (12SW) STRIPING	MCDOT	1,299 LF
		INSERT TRAFFIC CONTROL PRICE BELOW	
20	TRAFFIC CONTROL	N/A (2)	1 LS
LUMP SUM PRICE:			\$ 288,091.00

1) Refers to corresponding Technical Specification(s) by number for ease in using this document. The Contractor shall not infer that other Technical Specifications do not apply to the construction of the indicated item.

2) Traffic Control shall be bid as an individual line item price. The Town of Florence may choose to provide the necessary traffic control for the project. If the Town provides the necessary traffic control, the Bidders "Lump Sum Price" will be reduced by the Traffic Control line item price. **The Work Plan traffic control devices are incidental to the specific work at each location, intersection and/or place of business. The Traffic Control (20) line item in the Bid Table only refers in Traffic Control associated with the closure of intersections and/or sidewalks on a block by block scenario irrespective of a specific closure or business access at a place or access to specific businesses.**

SECTION 107

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.1 LAWS TO BE OBSERVED:

The Contractor shall keep fully informed of all Federal and State laws, County and City ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; and shall protect and indemnify the Contracting Agency and its representatives against any claim or liability arising from or based on the violation of such, whether by himself or his employees.

The attention of the Contractors is directed to the provisions of the following Sections, Arizona Revised Statutes.

(A) Arizona Revised Statutes 23-373. Contracts negotiated between public Contractors and public employers shall contain the following contractual provisions:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision 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 hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of the nondiscrimination clause.

The Contractor further agrees to insert the foregoing provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

(B) When Federal-aid funds are used on a project, the prevailing basic hourly wage rates and fringe benefit payments, as determined by the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act, shall be the minimum wages paid to the described classes of laborers and mechanics employed to perform the contract.

(C) Arizona Revised Statutes 40-360.22 Excavations: determining location of underground facilities; providing information. This statute requires that no person shall begin excavating before the location and marking are complete or the excavator is notified that marking is unnecessary and requires that upon notification, the owner of the facility shall respond as promptly as practical, but in no event later than two working days. The "Blue Stake Center" (263-1100) was formed to provide a more efficient method of compliance with this statute.

This Section is not applicable to an excavation made during an emergency which involves danger to life, health or property if reasonable precautions are taken to protect underground facilities.

(D) Arizona Revised Statutes-40-360.23. Making excavations in careful, prudent manner: liability for negligence. This statute states that obtaining information as required does not excuse any person making any excavation from doing so in a careful and prudent manner nor shall it excuse such persons from liability for any damage or injury resulting from his negligence.

(E) Arizona Revised Statutes-40-360.28 Civil penalty; liability. If the owner or operator fails to locate, or incorrectly locates the underground facility, pursuant to this article, the owner or operator becomes liable for resulting damages, costs and expenses to the injured party.

(F) Arizona Revised Statutes 32-2313. Business license; business name; branch office registration; renewal. No person, partnership, corporation or association shall engage in the business of general pest or weed control without being duly licensed/certified by the Structural Pest Control Board.

107.2 PERMITS:

Permits, bonding and insurance requirements shall be as required by the Contracting Agency's statutes, codes, ordinances or regulations.

SECTION 107

The Public Agency, when acting as the Contracting Agency, will attempt to obtain the required permits, but it is the duty of the Contractor to determine that all necessary permits have been obtained. The Contractor shall, at his own expense, obtain all the required permits which have not been furnished.

If the permits not included in the proposal pamphlet materially affect any condition, specification, quantity, etc. contained in the proposal pamphlet, the Contracting Agency shall issue an appropriate change order pursuant to Subsection 109.4.

In all cases, the Contractor or the person supervising the authorized work shall notify the appropriate permit agency so as to insure proper inspection by the agency concerned.

107.3 PATENTED DEVICES, MATERIALS AND PROCESSES:

If the Contractor employs any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Contracting Agency, any affected third party or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Contracting Agency for any costs, expenses, and damages which it may be obligated to pay by reason of any infringement, at any time during the prosecution or after the completion of the work.

107.4 ARCHAEOLOGICAL REPORTS:

Attention is directed to Sections 41-844 and 41-846 Arizona Revised Statutes. In view of the above, it shall be a provision of every contract that when archaeological features are encountered or unearthed in the excavation of material pits or of the roadway prism, or other excavation, the Contractor shall report promptly to the Director of the Arizona State Museum and the Contracting Agency. The Contractor will be allowed extra time as appropriate in accordance with the provisions of Section 108.

107.5 SAFETY, HEALTH AND SANITATION PROVISIONS:

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code.

The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the Engineer may determine, reasonably necessary to protect the life and the health of employees on the job, the safety of the public and to protect property in connection with the performance of the work covered by the contract.

Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State occupational safety and health acts, and standards and regulations promulgated there under.

107.5.1 Asbestos Materials: If asbestos materials are encountered during any building remodeling/demolition work, the Contractor shall comply fully with the Arizona Administrative Code, A.A.C. R18-2-901 and notify the Engineer. An extension of contract time will be granted for any delay resulting from the asbestos material in accordance with Section 108.

107.5.2 Lead-Containing Paint: Paint and similar surface coating materials that contain lead compounds and in which the lead content exceeds 0.06 percent of the total weight of the non-volatile content of the paint or the weight of the dried paint film is declared a banned hazardous product and will not be used (Consumer Product Safety Act Part 1303 dated 9-1-77).

107.6 PUBLIC CONVENIENCE AND SAFETY:

The Contractor shall at all times so conduct his work as to assure the least possible obstruction to traffic and adjacent residents. The safety, convenience, and the protection of persons and property, of the general public and residents along the street, highway, and areas adjacent to the work area shall be provided for by the Contractor.

SECTION 107

- **107.6.1 Contractor's Marshaling Yard:** If the Contractor or his subcontractor utilizes property outside the limits of the project in the performance of the contract, the Contractor/subcontractor shall comply with the following:

107.6.1.1 Contractor's Marshaling Yard when the Agency is the Contracting Party:

(A) Prior to occupying the property, the Contractor shall provide written notification as to the number and location of all properties to be used. The notification shall specify in detail how the Contractor proposes to use each property and how he proposes to comply with (B) through (D) below. Also, the Contractor shall provide a statement, signed by the property owner(s), which gives the Contractor permission to use the property.

(B) The property(s) shall be adequately maintained to control dust, mud, trash and other pollutants from leaving the property.

(C) Work on the property(s) shall be scheduled so as to comply with the Agency Noise Ordinance.

(D) Use of the property(s) such as location of stored materials, service of equipment, etc., shall be conducted to minimize impact on adjacent properties.

(E) The Contractor shall leave the property in a condition, as determined by the Engineer, equivalent to that which existed prior to entry. In no case shall any use cause, or allow to remain, any negative impact to adjoining properties or right-of-way unless such impact existed prior to the Contractors' use.

(F) The Contractor shall obtain a written release signed and dated from each property owner after completion of use. Each release shall state that, at the time of signing, the owner accepts the property in its present condition from the Contractor and relieves the Contractor and the Agency from any or all claims for the use or damage to said property. A copy of each release shall be submitted to the Engineer.

(G) This Subsection also applies to all levels of subcontractors who will need to obtain marshaling yards for the project, which will be separate from that of the Contractor. It will be the responsibility of the Contractor to obtain copies of the various documents from the subcontractors, as required above, and provide them to the Engineer.

107.6.1.2 Contractor's Marshaling Yard when the Agency is not the Contracting Party (private development, utility work, subdivision construction, etc): All conditions will apply as in Subsection 107.6.1.1 except that the permit holder will be responsible for obtaining all documents. The permit holder will retain the documents and make them available to the Agency upon request.

107.6.2 The Contractor shall comply with the Agency Code concerning work hours and noise level during construction.

107.7 BARRICADES AND WARNING SIGNS:

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roads, partially or fully closed to traffic, shall be protected by effective barricades, and obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance of any place on the project where operations may interfere with the use of the road by traffic, and at all intermediate points where the new work crosses or coincides with an existing road. Such warning signs shall be constructed and erected in accordance with the Traffic Barricade Manual prepared or adopted by the Contracting Agency's Traffic Engineering Department which is hereby made a part of these specifications.

107.8 USE OF EXPLOSIVES:

The use of explosives or blasting agents is controlled by the Uniform Fire Code, which is generally administered by the Fire Department of the Agency. The Contractor shall obtain a special permit from the Agency's Fire Department for the use of

SECTION 107

explosives. A copy of this permit shall be delivered to the Engineer prior to the use of explosives. If the Agency does not use the Uniform Fire Code or have a department for enforcement of this Code, the Contractor shall use explosives only when authorized in writing by the Engineer. The approval by the Engineer for the use of explosives shall not relieve the Contractor from his responsibilities for proper use and handling of the explosives or for any and all damages resulting from their use.

Explosives shall be transported, stored, handled and used in accordance with the provisions and requirements of all applicable laws, ordinances and regulations. Work shall be done in accordance with recommendations of the AGC Manual of Accident Prevention in Construction, the Institute of Makers of Explosives, and the Occupational Safety and Health Administration Regulations (29 CFR 1926.1(U)). In addition to the applicable regulations, the Contractor shall:

- (A) Exercise the utmost care not to endanger life or damage property.
- (B) Furnish and erect special signs to warn the public of his blasting operations. They shall be located and maintained so as to be clearly evident to the public during all critical periods of blasting operations.
- (C) Notify each public utility company, having structures adjacent to the work, of his intention to use explosives. Such notice shall be given sufficiently in advance to enable the companies to advise the Contractor of any precautions that should be taken to protect their structures from damage.
- (D) Make a survey of adjacent properties, before commencing blasting operations, locating on drawings and by photographs all existing cracks and damages to structures. A copy shall be filed with the Engineer, including a report.
- (E) Blasting shall be accomplished in such a manner that nearby buildings, structures, railways, highways, etc. will be safe from rocks and other projectiles. Adequate blasting mats or other means of protection shall be employed when blasting in congested area or close proximity to any of the above improvements. Steel mats shall not be allowed within 2,000 feet of power lines.
- (F) At the time of firing, the Contractor shall station men along the road at sufficient distance from the blasting operation to flag down any vehicles.

The Contracting Agency reserves the right to order the discontinuance of blasting operations at any time.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

The Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property marks until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at no cost to the Contracting Agency, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner. Such damage will include but not be limited to landscaped areas. The contractor shall regrade the disturbed area as directed and restore the surface material to match existing in type and quality.

SECTION 107

When construction is within temporary construction easements, the Contractor shall restore all disturbed areas to a condition equal to or better than the existing improvements. Such restoration will include but not be limited to asphalt, walkways, fences, lights, sprinklers, landscaping, etc. In the case of landscaping, the Contractor may remove and store sod and plant material. If, in the determination of the Engineer, the sod and/or plant material did not survive the transplanting in good condition, the Contractor shall replace the sod and/or plant material to match in type and quality. Also, the Contractor may salvage any sprinkler system materials, lighting materials, etc. In the event that it is not feasible to reinstall the salvaged material, new material shall be installed.

The Contractor shall not dump spoil or waste material on private property without first obtaining from the owner written permission for such dumping. All such dumping shall be in strict conformance with the Grading and Drainage Ordinance of the Contracting Agency.

Access to private property shall be maintained to keep inconvenience to the property owner to a minimum. Prior to any construction in front of driveways the Contractor shall notify the property owner 24 hours in advance. Inconvenience caused by construction across driveways and sidewalks shall be kept to a minimum by restoring the serviceability as soon as possible. If it is necessary to leave open excavation for a long period of time, the Contractor shall provide structurally adequate steel plates to bridge the excavation.

107.10 CONTRACTOR'S RESPONSIBILITY FOR WORK:

The Contractor shall properly guard, protect, and take every precaution necessary against injury or damage to all finished or partially finished work, by the action of the elements or from any other cause until the entire project is completed and accepted by the Engineer. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the Contracting Agency. Partial payment for completed portions of the work shall not release the Contractor from such responsibility.

In case of suspension of the work for any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the Contracting Agency.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

At points where the Contractor's operations are adjacent to properties of utility firms or other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not commence until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the owners of any underground or overhead utilities in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

If any utility service is interrupted as a result of accidental breakage, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

The Contractor shall expose all underground utilities and structures which might interfere with the construction of the project, in order to permit survey location prior to construction.

The Contractor shall assume full responsibility for damages to any underground facility/utility as a result of failing to obtain information as to its location, failing to excavate in a careful, prudent manner or failing to take measures for protection of the facilities/utilities. The Contractor is liable to the owner of the underground facility/utility for the total cost of the repair.

SECTION 107

107.12 FURNISHING RIGHT-OF-WAY:

The Contracting Agency will provide right-of-way and easements for all work in advance of construction. Any exceptions will be indicated in the special provisions.

107.13 PERSONAL LIABILITY OF PUBLIC OFFICIALS:

In carrying out any provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the Contracting Agency, Engineer, or their authorized representatives, either personally or as officials of the Contracting Agency, it being understood that in all such matters they act solely as agents and representatives of the Contracting Agency.

107.14 NO WAIVER OF LEGAL RIGHTS:

Upon completion of the work, the Contracting Agency will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or stop the Contracting Agency from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Contracting Agency be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as it may sustain, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Contracting Agency of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract and in addition to any specific remedy provided the Contracting Agency in the contract documents, shall be liable to the Contracting Agency for latent defects, fraud or such gross mistakes as may amount to fraud, or as regards the Contracting Agency's rights under any warranty or guaranty or remedy required by law.

- End of Section -

SECTION 111

SPECIAL PROJECT CONSTRAINTS

111.1 LIMIT OF CONSTRUCTION ACTIVITIES ON WORK SITE

111.1.1 Traffic Control:

- 1) During non-work hours, the Contractor shall keep all lanes of traffic open and clear. All trenches shall be backfilled or covered with suitable steel plates and open to traffic.
- 2) No equipment, construction material or excavated material that will interfere with traffic shall be stored on streets or roadways at any time.

111.2 SEQUENCE OF WORK

111.2.1 General:

- 1) The Contractor shall schedule and sequence their work in order to complete the Work by the specified completion date.
- 2) The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed and shall pursue it to completion.
- 3) The Contractor shall coordinate material supply, construction, and inspection to assure efficient and orderly completion of the Work.

111.3 PROJECT CONSTRAINTS

111.3.1 Maintenance of Local Access:

- 1) Constraints listed herein involve limits on activities during construction. These limits relate to critical nature of traffic and business access.
- 2) Continuous access to businesses is of critical importance. Schedule and conduct activities to enable continued business access and minimized traffic restrictions.
- 3) The Contractor shall limit construction activities to one (1) intersection at a time.
- 4) Work Plan:
 - a. The Contractor shall submit a detailed Work Plan and time schedule for all construction activities that will make it necessary to limit traffic access.
 - b. The Work Plan shall, at a minimum, identify:
 - i. The date and time when each intersection will be impacted by closure.
 - ii. What equipment will be present including standby equipment.
 - iii. What traffic control devices will be used and their placement.
 - iv. What assistance will be required of Town of Florence personnel.
 - v. Submit Work Plan 10 days prior to the scheduled activity.
- 5) Intersection and Roadway Closures:
 - a. Coordinate proposed Work with the Town of Florence and local business Owners prior to any traffic restrictions.
 - b. Under no circumstance shall the Contractor cease Work at the end of a normal working day or at the end of a working week if such actions may inadvertently prevent business access.
- 6) Project Work:
 - a. The existing access ramps, associated sidewalk, curb and gutter shall be removed in their entirety.
 - b. Access Ramps shall be replaced and shall include truncated dome detectable warnings colored brick red.
 - c. Sidewalk shall be replaced having a surface colored and imprinted with a pattern.
 - d. Curb and Gutter shall be replaced with the Top of Curb tapering from the 6" height at the access ramps to match the height of the existing curbs.
 - e. Multiple awning supports lie within the proposed construction area. Coordinate with the Town of Florence and property owners to preserve and protect or replace.

111.3.2 Relocation of Existing Utilities:

- 1) During construction, it is expected that minor relocation of utilities will be required.
- 2) Provide complete relocation or adjustment of existing facilities, including piping, equipment, structures, electrical conduit wiring, and other necessary items.
- 3) Use only new materials for relocated facilities. Match materials of existing facilities, unless otherwise shown or specified.

111.3.3 Overtime:

- 1) Conduct Work outside regular working hours on prior written consent of the Town of Florence to meet Project schedule and avoid undesirable conditions.
- 2) All overtime Work by the Contractor necessary to conform to the requirements of this Section and related Sections shall be performed by the Contractor, at no cost to the Town of Florence and shall be performed in accordance with the General Conditions. The Contractor shall make no claims for extra compensation as a result thereof.

End of Section

SECTION 201

CLEARING AND GRUBBING

201.1 DESCRIPTION:

This work shall consist of removing objectionable material from the right-of-way, easements and such other areas as may be specified in the special provisions. Clearing and grubbing shall be performed in advance of grading operations.

201.2 PRESERVATION OF PROPERTY:

Existing improvements, adjacent property, utilities and other facilities, and trees and plants not to be removed, shall be protected from injury or damage resulting from the Contractor's operations, see Section 107.

201.3 CONSTRUCTION METHODS:

The construction site and areas on each side of the roadway from centerline to the toe of an embankment, the top of a cut slope, the slope rounding limit or to a line 10 feet outside the edge of the surfaced area, whichever is greater, but not beyond the limits of the right-of-way, shall be cleared of all trees, stumps, brush, roots, rubbish, debris and other objectionable matter, except as follows.

All trees and shrubs found suitable for improvement and beautification, which will not interfere with excavation or embankment or cause disintegration of the improvements shall not be disturbed. In any event, the Contractor shall avoid, as far as practicable, injury to shrubbery, vines, plants, grasses and other vegetation growing outside of the clearing limits. The dragging and the piling of materials of various kinds and the performing of other work which may be injurious to vegetation shall, insofar as practicable, be confined to areas which have no vegetation or which will be covered by embankment or disturbed by excavation during grading operations.

For the full width of all water courses within the right-of-way lines, no stump, root or other obstruction shall be left higher than the natural stream bed.

From excavated areas, all stumps, roots and other obstructions 3 inches or over in diameter shall be grubbed to a depth of not less than 18 inches below finish grade.

In embankment areas or other areas to be cleared outside the road prism slope lines, all stumps, roots and other obstructions shall not be left higher than specified in Table 201-1.

TABLE 201-1	
EMBANKMENT CLEARING AND GRUBBING	
Height of Embankment Over Stump	Height of Clearing and Grubbing
0 Feet to 2 Feet	All stumps or roots 6 inches or over in diameter shall be grubbed to 18 inches below original grade. All others shall be cut flush with the ground.
2 Feet to 3 Feet	All stumps 1 foot and over in diameter shall be grubbed to 18 inches below original grade. All others shall be cut flush with the ground.
Over 3 Feet	No stumps shall be left higher than the stump top diameter, and in no case more than 18 inches.

Cavities left below subgrade elevation by removal of stumps or roots shall be carefully backfilled and compacted.

Tree branches extending over the roadway, which hang within 12 feet of the profile grade or that restrict sight distance shall be cut off close to the trunk or stem of the tree in a neat and workmanlike manner. The Contractor shall remove additional tree branches under the direction of the Engineer, in such a manner that the tree will present a balanced appearance. Scars resulting from the removal of branches shall be treated with a heavy coat of an approved tree sealant.

All tree trunks, stumps, brush, limbs, roots, vegetation and other debris removed in clearing and grubbing shall be removed to locations outside of and out of sight of the right-of-way, or otherwise disposed of so as to leave the construction site and adjacent areas in a neat and finished condition, free from unsightly debris.

SECTION 201

201.4 REMOVAL AND DISPOSAL OF SALVAGEABLE ITEMS:

Items and materials of salvage value as determined by the Engineer, unless incorporated in the new work, shall remain the property of the Contracting Agency and shall be stored in adjacent areas as directed by the Engineer. Such items and materials shall be carefully removed and in such a manner as to permit reuse.

201.5 PAYMENT, CLEARING AND GRUBBING:

Unless otherwise provided in the special provisions or bid proposal, no payment will be made for clearing and grubbing as such; the cost thereof shall be included in the bid price for the construction or installation of the items to which said clearing and grubbing are incidental or appurtenant.

201.6 MEASUREMENT, REMOVAL AND DISPOSAL OF TREES:

If the proposal includes separate estimates of quantities for the removal of trees, the tree will be classified by size as follows:

(A) Trees 12 inches or less in diameter at 1-foot above the original ground surface will be included in the bid price for clearing and grubbing or excavation and no additional compensation will be allowed therefore.

(B) Trees more than 12 inches in diameter at 1-foot above the original ground will be included as separate bid item and payment will be made at the unit bid price quoted in the proposal.

201.7 PAYMENT, REMOVAL AND DISPOSAL OF TREES:

Payment for removal of trees will be on a unit price for each tree measured and removed, in accordance with the above classifications, at the unit price stipulated in the proposal.

- End of Section -

SECTION 203

MOBILIZATION

203.1 DESCRIPTION:

Mobilization shall consist of preparatory Work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of all office buildings and other facilities necessary for Work on the Project.

Mobilization shall cover furnishing, erecting, and maintaining construction signs. Mobilization shall cover the cost of all Project related cleanup and de-mobilizing not otherwise provided for within the Contract.

Mobilization shall cover provisions for any temporary utilities or facilities required to perform the Work.

Mobilization shall cover the cost of providing the required Bonds and insurances under the Contract. The Contractor shall make arrangements for, secure, and pay for any and all utility supplies that may be required for the execution of the Contract. The Contractor shall provide all temporary lighting for the execution of the Work and for the safety of employees, Subcontractors, and the public.

All other activities, procedures, and products not specifically covered by Unit or Lump Sum Items of the Work in the execution of the Contract are included in this specification of Mobilization.

203.2 PAYMENT:

Mobilization is a Lump Sum Item. Payments will be made at the Contract Price. Six payments will be made in accordance with the following schedule:

- 1) When 5% of the Original Total Contract Price is earned, 25% of the amount bid for Mobilization, or 2 ½% of the Original Total Contract Price, whichever is less, will be paid.
- 2) When 10% of the Original Total Contract Price is earned, 50% of the amount bid for Mobilization, or 5% of the Original Total Contract Price, whichever is less, will be paid.
- 3) When 25% of the is earned, 60% of the amount bid for Mobilization, or 6% of the Original Total Contract Price, whichever is less, will be paid.
- 4) When 65% of the Original Total Contract Price is earned, 90% of the amount bid for Mobilization, or 9% of the Original Total Contract Price amount, whichever is less, will be paid.
- 5) When 85% of the Original Total Contract Price amount is earned, 100% of the amount bid for Mobilization, or 10% of the Original Total Contract Price amount, whichever is less, will be paid.
- 6) Upon completion of all of the Work of the Contract, any unpaid amount of the Original Total Contract Price for Mobilization will be paid.

Nothing herein under Mobilization shall be construed to limit or preclude partial payments, or final payment, otherwise provided for by the Contract.

End of Section

SECTION 336

PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION:

Street and alley pavement and surfacing within the Contracting Agency's rights-of-way, removed by construction activities or to be widened or matched in connection with the improvement of Public Works, shall be placed as shown on the plans and applicable standard details, in accordance with this specification and/or the special provisions.

Asphalt concrete pavement replacement shall be constructed in accordance with Type A, B, D or E of standard details, as indicated on the plans, and as required by Sections 321 and 710.

Portland cement concrete pavement replacement shall be in accordance with Type C of the Standard Details, and as required by Sections 505 and 725.

ABC or decomposed granite surface replacement shall be constructed in accordance with Type F of standard details as indicated on the plans and in Section 702.

Temporary pavement replacement shall be constructed as required below.

Pavements to be matched by construction of new pavements adjacent to or at the ends of a project shall be saw cut in accordance with these specifications and where shown on the plans.

Pavement and surfacing replacement within ADOT rights-of-way shall be constructed in accordance with their permits and/or specification requirements.

336.2 MATERIALS AND CONSTRUCTION METHODS:

Materials and construction methods used in the replacement of pavement and surfacing shall conform to the requirements of all applicable standard details and specifications, latest revisions.

336.2.1 Pavement Widening or Extensions: Existing pavements which are to be matched by pavement widening or pavement extension shall be trimmed to a neat true line with straight vertical edges free from irregularities with a saw specifically designed for this purpose. The minimum depth of cut shall be 1½ inches or D/4, whichever is greater.

The existing pavement shall be cut and trimmed after placement of required ABC and just prior to placement of asphalt concrete for pavement widening or extension, and the trimmed edges shall be painted with a light coating of asphalt cement or emulsified asphalt immediately prior to constructing the new abutting asphalt concrete pavements. No extra payment shall be provided for these items and all costs incurred in performing this work shall be incidental to the widening or pavement extension.

The exact point of matching, termination, and overlay may be adjusted in the field, if necessary, by the Engineer or designated representative.

336.2.2 Pavement to be Removed: Existing asphalt pavement to be removed for trenches or for other underground construction or repairs shall be cut by a device capable of making a neat, straight and smooth cut without damaging adjacent pavement that is not to be removed. The Engineer's decision as to the acceptability of the cutting device and manner of operation shall be final. If saw cutting, only, is to be utilized, it will be so specified in the plans or special provisions.

In lieu of cutting trenches across driveways, curbs and gutters, sidewalks, alley entrances, and other types of pavements, the Contractor may, when approved by the Engineer, elect to tunnel or bore under such structures and pavements.

When installations are within the street pavement and essentially parallel to the center line of the street, the Contractor, with approval of the Engineer, may elect to bore or tunnel all or a portion of the installation. In such installations, the seal coat requirements, as discussed in Section 336.2.4, will be modified as follows:

SECTION 336

(A) If the pavement cuts (bore pits, recovery pits, etc.) are 300 feet or more apart, the bore or tunneled distance will not be considered as part of the open trench and the seal coat may not be required.

(B) If the pavement cuts (bore pits, recovery pits, etc.) are less than 300 feet apart, the distance between the cuts will be considered the same as a trench cut and the distance will be added to any trench cut distances.

336.2.3 Temporary Pavement Replacement: Temporary pavement replacement, as required in Section 601, may be with cold-mix asphalt concrete, with a minimum thickness of 2 inches, using aggregate grading in accordance with Section 710.

Temporary pavement replacement shall be used in lieu of immediate placement of single course permanent replacement or the first course of two course pavement replacement only on transverse lines such as spur connections to inlets, driveways, road crossings, etc., when required by the Engineer, by utilities or others who subcontract their permanent pavement replacement, under special prior arrangement; or for emergency conditions where it may be required by the Engineer. Temporary pavement replacement shall be placed during the same shift in which the backfill to be covered is completed.

Rolling of the temporary pavement replacement shall conform to the following:

(A) Initial or breakdown rolling shall be followed by rolling with a pneumatic-tired roller. Final compaction and finish rolling shall be done by means of a tandem power roller.

(B) On small areas or where equipment specified above is not available or is impractical, the Engineer will approve the use of small vibrating rollers or vibrating plate type compactors provided comparable compaction is obtained.

The surface of the temporary pavement shall be finished off flush with the adjacent pavement.

336.2.4 Permanent Pavement Replacement and Adjustments:

336.2.4.1 Permanent Pavement Replacement: Pavement replacement for cuts essentially parallel to the street centerline and greater than 50 feet in length shall be two course pavement replacement as hereinafter specified. For cuts greater than 600 feet in length the entire area shall then be seal coated in accordance with Section 330 (coated chips) or as otherwise specified. This seal coat shall extend from the edge of pavement or lip of gutter to the street centerline except that on residential streets less than 36 feet face to face of curb or where the pavement patch straddles the centerline, the entire width of street shall be seal coated.

In lieu of placing the seal coat as required previously, and with approval of the Contracting Agency, the Contractor may deposit with the Contracting Agency for credit to the Street Maintenance Department, a negotiated agreed upon amount. The Street Maintenance Department will incorporate this work into their street maintenance program.

Pavement replacement for cuts parallel to the street centerline less than 50 feet in length, transverse cuts, bell holes and similar small areas shall match gradation and thickness of the existing pavement. These one course pavement patches shall be compacted with a vibratory roller to the same density specified for asphalt concrete pavements.

Laying of single course or the base course of the asphalt concrete pavement replacement where a two course replacement is applicable shall never be more than 600 feet behind the ABC placed for the pavement replacement.

The trench must be compacted to its required density, and required ABC must be in place prior to the placement of the asphalt concrete.

Single course replacement shall consist of a 12.5 mm or 19 mm mix placed and finished as directed by the Engineer.

The base course of two course pavement replacement shall consist of a 19 mm mix in accordance with Section 710.

SECTION 336

Where the base course is to be placed with non-compactive equipment, it shall be not less than 2 inches in thickness and the material shall be immediately rolled with a pneumatic-tired roller. The surface course shall be of sufficient depth to provide the total required compacted thickness of the two courses, but not more than 1 inch.

Where the trench is 6 feet or more in width, all courses, single or both courses of the two course pavement replacement, shall be laid with a self-propelled compacting, spreading equipment. When the trench is from 6 to 8 feet in width, the self-propelled compacting, spreading equipment shall not be wider than 8 feet. All courses, except the surface course, shall be of a compacted thickness of not less than 1½ inches.

The surface course shall consist of a 9.5 mm mix in accordance with Section 710 as specified by the Engineer to match the existing surface. The surface course shall not be placed sooner than 2 weeks after the base course, except where the trench crosses a signalized intersection. In this case the surface course shall be placed within 48 hours, or the crossing pavement replacement shall be single course as specified above.

Placement of the surface course is to be by means which will result in a surface texture satisfactory to the Engineer, and flush with the existing pavement.

Where deep lift asphalt concrete (asphalt concrete base and asphalt concrete wearing course) exists, the base course replacement shall be made in lifts not exceeding 6 inches in compacted thickness to within ½ inch of the finish grade.

336.2.4.2 Adjustments: When new or existing manholes, valves, survey monuments, clean outs, etc. fall within the limits of the permanent pavement replacement as discussed in this Section, the Contractor shall be responsible for adjusting the various items to the new pavement surface or as directed by the Engineer. This will include but not be limited to slurry and chip seals.

The Contractor will coordinate with the Engineer and with representatives of the various utilities regarding the adjustment and inspection of the work. The Contractor shall be responsible for obtaining and complying with all specifications, special requirements, details, etc. of the Utility Company regarding the adjustments. When adjusting the Agency's utilities, survey monuments, etc., the adjustment will comply with these Specifications and Details.

The work will be done in compliance with OSHA standards and regulations regarding confined space entry.

The Contractor shall remove all material attached to the lids and/or covers including that of prior work. The method of removal shall be approved by the Engineer and/or the Utility Representative.

336.3 TYPES AND LOCATIONS OF PAVEMENT AND SURFACING REPLACEMENT:

Normally, the type of pavement replacement and backfill required will be noted on the plans or specified in other portions of the contract documents and construction will be in accordance with Detail 200. This detail requires that a 12-inch "T" Top be utilized when normal traffic flow is perpendicular to any one of the four sides of the trench excavation. Therefore, Type A pavement replacement will require a "T" Top whenever the trench crosses a street or goes through an intersection and at the end(s) if they terminate in the street. Type B pavement replacement will require the "T" Top on the sides that are perpendicular to normal traffic flow.

If a type is not noted on the plans or specified in the special provisions, the following criteria will govern:

Type A pavement replacement, including the "T" Top, will be utilized on all streets where the excavation is parallel to the centerline of the street.

Type B pavement replacement, including the "T" Top, will be utilized on all streets where the excavation is transverse to the centerline of the street.

Type C pavement replacement will be used to match existing portland cement concrete pavement.

Type D pavement replacement may be used when the condition of the existing pavement does not justify construction of Type A or B. Prior written approval of the Engineer is required.

SECTION 336

Type F pavement replacement will be utilized to match existing ABC or decomposed granite roadways.

Where a longitudinal trench is partly in pavement, the pavement shall be replaced to the outside edge of the existing pavement, on a straight line, as indicated on the plans. Measurements for payment shall be from the inner limit of pay width allowed below, to the outside edge of the existing pavement as defined herein.

Where no part of a trench is in pavement, surfacing replacement will only be specified where existing surfacing materials have been removed.

When a trench cut is in aggregate surfaced area, the surfacing replacement shall be of a like type and depth as the existing material, compacted to the densities required in Section 601.

336.4 Measurement:

Measurement for payment and surfacing replacement shall be by the square yard, based upon actual field measurement of the area covered except as noted below.

(A) In computing pay quantities for replacement Types A, B, and F, pay widths will be based on the actual field measured width, however the boundaries of the measurement will not extend further than $\frac{1}{2}$ the distance, either side, from the centerline of the pipe as depicted on Table 601-1, Maximum Width At Top Of Pipe Greater Than O.D. Of Barrel.

(B) In computing pay quantities for replacement Types C, D, E, and T, pay widths will be based on the actual field measured width, however the boundaries of the measurement will not extend further than $\frac{1}{2}$ the distance plus 12 inches, either side, from the centerline of the pipe as depicted on Table 601-1, Maximum Width At Top Of Pipe Greater Than O.D. Of Barrel.

(C) Where a longitudinal trench is partly in pavement, computations of pay quantities shall be based on the limitations specified above.

(D) The length of pavement and surfacing replacement shall be measured through any manhole, valve box, or other structure constructed in the pipe line, and any pavement or surface replacement and/or seal treatment in excess of the above pay widths shall be considered and included in the bid item for such structure.

(E) Any pavement replacement in excess of the specified pay widths necessitated by the installation of valves, tapping sleeves and valves, valve by-passes, and concrete thrust blocks shall be included in the bid price for these items.

(F) When special provisions allow deviations from the trench widths specified in Section 601, the above allowed pay widths for pavement replacement may be altered where so specified.

(G) Measurement of pavement and surfacing replacement shall be made along the finished surface of the ground to the nearest foot, and shall be computed to the nearest square yard.

336.5 PAYMENT:

Direct payment for pavement or surfacing replacement will be made for replacement over all pipe trench cuts except as otherwise allowed in the special provisions. Payment for replacements over other work shall be included in the cost of constructing that work, in accordance with the applicable standard details and specifications.

Payment for temporary pavement replacement shall be included in the cost of the pipe.

When a Contractor has the option of either jacking and/or boring or opencut construction, and elects to construct a pipeline by the jacking and/or boring method, he will be paid for the replacement of such items of work as pavement, curb and gutter, sidewalk, driveway, and alley entrances, as allowed for opencut construction.

End of Section

SECTION 340

CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE

340.1 DESCRIPTION:

The various types of concrete curb, gutter, sidewalk, sidewalk ramps, driveways, and alley intersections shall be constructed to the dimensions indicated on the plans and standard detail drawings. Joints shall be designated as expansion joints or contraction joints and shall be constructed as per Subsection 340.3.

340.2 MATERIALS:

Concrete shall be class B, conforming to the applicable requirements of Section 725.

Expansion joints filler shall comply with Section 729.

340.3 CONSTRUCTION METHODS:

Existing pavements and concrete, that are joined by new construction, shall be cut in accordance with Section 601.

The subgrade shall be constructed and compacted true to grades and lines shown on the plans and as specified in Section 301. All soft or unsuitable material shall be removed to a depth of not less than 6 inches below subgrade elevation and replaced with material satisfactory to the Engineer. When the Engineer determines that the existing subgrade consists of soils with swelling characteristics, the moisture content shall be brought as close as possible to the optimum required for compaction. This shall be done by the addition of water, by the addition and blending of dry suitable material or by the drying of existing material. The subgrade shall then be compacted to a relative density of 75% minimum to 85% maximum with 80% as ideal.

Material displaced in the construction shall not be placed on the base and/or surfacing material already in place on the roadway nor shall the excavated material be placed in such a manner as to interfere with access to property or traffic flow in the street.

Existing concrete sidewalks and driveways which abut the new sidewalks and driveway entrances shall be removed to a distance required to maintain a slope as indicated by standard details or not to exceed 1 inch per foot where sidewalks are concerned. Sawcutting is required at the match lines and payment will be made under the respective pay items as provided in the proposal.

Concrete curbs, gutters and sidewalks shall be constructed by the conventional use of forms, or may be constructed by means of an appropriate machine when approved by the Engineer.

If machines designed specifically for such work and approved by the Engineer are used, the results must be equal to or better than that produced by the use of forms. If the results are not satisfactory to the Engineer, the use of the machine shall be discontinued and the Contractor shall make necessary repairs at his own expense. All applicable requirements of construction by use of forms shall apply to the use of machines.

Forms conforming to the dimensions of the curb, gutter, sidewalk, sidewalk ramps, driveway, and alley entrance shall be carefully set to line and grade, and securely staked in position. The forms and subgrade shall be watered immediately in advance of placing concrete.

Forms shall be thoroughly cleaned each time they are used, and shall be coated with a light oil, or other releasing agent of a type which will not discolor the concrete.

The concrete shall be thoroughly spaded away from the forms so that there will be no rock pockets next to the forms. The concrete may be compacted by mechanical vibrators approved by the Engineer. Tamping or vibrating shall continue until the mortar flushes to the surface, and the coarse aggregate is below the concrete surface.

Unless otherwise specified, expansion joints shall be installed at all radius points, at both sides of each driveway, at both sides of each alley entrance, at adjoining structures and at every change of depth in the concrete. The maximum distance between expansion joints shall be 50 feet. Expansion joints shall be constructed in a straight line, vertical plane and perpendicular to the longitudinal line of the sidewalk, curb and gutter, single curb, etc., except in cases of curved alignment, where they will be constructed along the radial lines of the curve. Expansion joints shall be placed to match the joints of the adjacent concrete such as sidewalk to the curb and gutter or single curb, etc. Expansion joints shall be constructed to the full depth and width of the concrete with the top of the material one-quarter inch below the top surface as depicted in Detail 230. Unless otherwise specified,

SECTION 340

all expansion joints installed against newly placed concrete, sawcut or other smooth surfaces shall comply with Section 729.1 - Premolded Joint Filler per ASTM D-1751, ½", Bituminous Type. Expansion joints installed against existing uneven surfaces shall be per Section 729.2 - Pour Type Joint Filler.

Contraction joints, unless otherwise specified, shall be constructed in accordance with the standard details, and in a straight line and vertical plane perpendicular to the longitudinal line of the sidewalk, sidewalk ramp or curb and gutter, except in cases of curved alignment when they will be constructed along the radial lines of the curb.

Sidewalk or sidewalk ramp score marks, unless otherwise specified, shall be constructed in accordance with the standard detail.

All edges shall be shaped with a suitable tool so formed as to round the edges to a radius as indicated on the standard details.

The front face form shall not be removed before the concrete has taken the initial set and has sufficient strength to carry its own weight, gutter forms and rear forms shall not be removed until concrete has hardened sufficiently to prevent damage to the edges. Special care shall be taken to prevent any damage. Any portion of concrete damaged while stripping forms shall be repaired or if the damage is severe, replaced at no additional cost to the Contracting Agency. The face, top back, and flow line of the curb and gutter shall be tested with a 10-foot straightedge or curve template, longitudinally along the surface. Any deviation in excess of ¼ inch shall be corrected at no additional cost to the Contracting Agency.

The surface of concrete sidewalk or sidewalk ramp shall be tested with a 5-foot straightedge. Any deviation in excess of ⅛ inch shall be corrected at no additional cost to the Contracting Agency.

When required by the Engineer, gutters having a slope of 0.8 foot per hundred feet or less, or where unusual or special conditions cast doubt on the capability of the gutters to drain, they shall be water tested. Water testing shall consist of establishing flow in the length of gutter to be tested by supplying water from a hydrant, tank truck or other source. One hour after the supply of water is shut off, the gutter shall be inspected for evidence of ponding or improper shape. In the event water is found ponded in the gutter to a depth greater than ½ inch, or on the adjacent asphalt pavement, the defect or defects shall be corrected in a manner acceptable to the Engineer without additional cost to the Contracting Agency.

Any section of the work deficient in depth or not conforming to the plans or specifications shall be removed and replaced by the Contractor at no additional cost to the Contracting Agency.

Finishing and curing of the concrete shall be done in the manner specified in Section 505.

The Contractor shall stamp his name and year on all work done by him, on each end of the curb, gutter, sidewalk or sidewalk ramp. The letters shall not be less than ¾ inch in height.

340.4 BACKFILLING:

Unless otherwise specified the Contractor shall backfill behind the curbs, sidewalk or sidewalk ramps with soil native to the area to the lines and grades shown on the plans.

340.5 MEASUREMENT:

Concrete curbs and gutters of the various types shown on the plans and in the proposal, will be measured along gutter flow line through inlets, catch basins, driveways, sidewalk ramps, etc., by the lineal foot to the nearest foot for each type, complete in place.

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

340.6 PAYMENT:

Payment for the above named items will be made in accordance with the unit prices or lump sums as set forth in the proposal. Such payment shall include full compensation for furnishing all labor, material, tools and equipment and accomplishing all work in conformance with the contract documents.

End of Section

SECTION 345

ADJUSTING FRAMES, COVERS, VALVE BOXES AND WATER METER BOXES

345.1 DESCRIPTION:

The Contractor shall furnish all labor, materials, and equipment necessary to adjust all frames, covers and valve boxes as indicated on the plans or as designated by the Engineer. The frames shall be set to grades established by the Engineer, in a manner hereinafter specified.

The Contractor may elect to remove old frames, covers and valve boxes and to install new frames and/or boxes without any additional cost to the Contracting Agency, in accordance with standard detail drawings.

345.2 ADJUSTING FRAMES:

The Contractor shall loosen frames in such a manner that existing monuments, clean outs or valve boxes will not be disturbed or manholes damaged. Debris shall not be permitted to enter sanitary or storm sewer conduits. All loose material and debris shall be removed from the excavation and the interiors of structures prior to resetting frames.

Frames shall be set to the elevations and slopes established by the Engineer and shall be firmly blocked in place with masonry or metal supports. Spaces between the frame and the old seat shall be sealed on the inside to prevent any concrete from entering the hand hole or manhole. Class AA concrete shall be placed around and under the frames to provide a seal and properly seat the frame at the required elevation and slope. Concrete shall be struck off flush with the top of the existing pavement.

345.3 ADJUSTING VALVE BOXES:

Valve boxes shall be adjusted to the new elevations indicated on the plans, or as established by the Engineer.

Adjustable cast iron boxes shall, if possible, be brought to grade by adjustment of the upper movable section. Any excavated area shall be filled with Class AA concrete to the level of the existing pavement, or as directed by the Engineer.

Concrete pipe valve boxes in areas not subject to vehicular traffic shall be adjusted to grades by installing a suitable length of metal or concrete pipe, of the same inside diameter as the present valve box, and reinforcing the outside with a concrete collar extending from at least 2 inches below the joint up to and flush with the top of the valve box extension. This collar shall be of Class AA concrete. The dimension from the outside of the box to the outside of the collar shall not be less than 2 inches. This adjustment will be known as Type B.

In areas subject to vehicular traffic and where the existing valve box is a Type B, the adjustment to the new elevation shall be made using the old cover and installing a new 8 inch frame in accordance with the standard detail for installation of valve boxes in vehicular traffic areas. This adjustment shall be known as Type BA.

Adjustment of existing Type A valve boxes to the new elevations shall be as described in Subsection 345.2 above. This adjustment shall be known as Type A.

345.4 ADJUSTING MANHOLE AND VALVE COVERS:

Adjusting rings may be used to raise manhole covers in asphalt pavements when deemed acceptable by the Engineer. The amount of adjustment, thickness of seal or overlay, and cross slope will be considered when using adjusting rings. Each location where an adjusting ring is used must have a sufficient depth of asphalt to assure the proper installation and operation of the ring. The rings shall be made of a non-metallic, polypropylene or fiberglass material and installed per the manufacturer's specifications. The rings shall be approved by the Engineer.

345.5 MEASUREMENT:

The quantities measured will be the actual number of frames, covers and value boxes of each type, adjusted and accepted.

345.6 PAYMENT:

The quantities, as determined above will be paid for at the contract price per unit of measurement respectively, for each of the particular items listed in the proposal. The payment shall be compensation in full for all materials, labor, equipment and incidentals necessary to complete the work.

End of Section

SECTION 350

REMOVAL OF EXISTING IMPROVEMENTS

350.1 DESCRIPTION:

This work shall consist of removal and disposal of various existing improvements, such as pavements, structures, pipes, curbs and gutters, and other items necessary for the accomplishment of the improvement.

350.2 CONSTRUCTION METHODS:

The removal of existing improvements shall be conducted in such a manner as not to injure utilities or any portion of the improvement that is to remain in place. See Section 107.

Sidewalks shall be removed to a distance required to maintain a maximum slope for the replaced portion of sidewalk, for one inch per foot and all driveways shall be removed to a distance as required by standard details.

Existing concrete driveway curbs and gutters shall be removed to the right-of-way line and the new end of curb faced.

Portland cement concrete pavements, curbs and gutters and sidewalks designated on the plans for removal shall be saw-cut at match lines, in accordance with Section 601 and removed.

Asphalt concrete pavements designated on the plans for removal shall be cut in accordance with Section 336.

Removal of trees, stumps, irrigation structures, storm water inlets, headwalls and other items in the right-of-way shall be done in accordance with Section 201.

Backfill and compaction of all excavated areas shall be compacted to the densities as prescribed in Section 601.

All surplus materials shall be immediately hauled from the jobsite and disposed of in accordance with Section 205.

350.3 MISCELLANEOUS REMOVAL AND OTHER WORK:

This work shall include, but not be limited to the following, where called for on the plans.

- (A) Relocate existing fence and gate.
- (B) Remove and reset mail boxes.
- (C) Remove signs and bases in right-of-way.
- (D) Remove planter boxes, block walls, concrete walls, and footings.
- (E) Install plugs for pipes and remove existing plugs as necessary for new construction.
- (F) Remove wooden and concrete bridges.
- (G) Remove median island slabs.
- (H) Remove pavements and aggregate base where called for outside the roadway prism.

350.4 PAYMENT:

Payment for removals will be made at the unit bid prices bid in the applicable proposal pay items, which price shall be full compensation for the item complete, as described herein or on the plans.

End of Section

SECTION 361

IMPRINTED CONCRETE (BOMANITE/BOMACRON)

361.1 DEFINITION:

BOMANITE

A cast-in-place concrete slab, having the surface colored and imprinted with a pattern. The work is performed on the job site by trained and experienced workmen.

BOMACRON

A cast-in-place concrete slab, having the surface colored, imprinted with a pattern and texture. The work is performed on the job site by trained and experienced workmen.

361.2 QUALITY ASSURANCE:

361.2.1 General: All BOMANITE work shall comply with the current specifications and quality standards issued by BOMANITE CORPORATION.

The contractor shall provide a job site sample (referee sample) of 4 square feet minimum to be approved by the architect/engineer prior to the start of construction. Said sample shall be the standard for the balance of the work installed, and shall be protected against damage until final approval from the architect/engineer.

361.3 PRODUCTS AND MATERIALS:

206.3.1 Concrete Mix Design: The concrete shall have a minimum compressive strength of 3000 psi in non-freeze areas, 3500 psi in moderate freezethaw areas and 4000 psi in severe freeze-thaw areas. Portland cement shall conform to ASTM C 150 Type I, II, or V, depending on soil conditions. Aggregates shall conform to ASTM C 33. Mixing water shall be fresh, clean and potable. In freeze-thaw areas only, an air-entraining admixture complying to ASTM C 260 shall be used to achieve entrained air content for the particular mix used in accordance with the published recommendations of the Portland Cement Association and the American Concrete Institute. No admixtures containing calcium chloride shall be permitted.

361.3.2 Coloring, Imprinting, Curing and Sealing Materials: BOMANITE Color Hardener: The concrete shall be colored with the following BOMANITE Color Hardener color(s): Sunset Rose (Davis Colors). The grade of the hardener shall be: Regular Grade.

(Optional) BOMACRON Release Agent: The following BOMACRON Release Agent color(s) shall be applied to all concrete surfaces to be imprinted and textured: To be selected.

361.3.3 Pattern: The following BOMANITE (BOMACRON) pattern shall be used: Ashlar Slate. All imprinting tools used in the execution of this project shall be manufactured by BOMANITE Corporation.

361.3.4 Curing: BOMACRON imprinted concrete slabs are not compatible with curing compounds, and do not typically require membrane or mechanical curing.

361.3.5 Sealer: All BOMANITE/BOMACRON slabs shall be sealed in accordance with the manufacturer's recommendations.

361.4 EXECUTION:

361.4.1 Installation Procedures: The area to receive BOMANITE/BOMACRON imprinted concrete shall have the sub-grade prepared as required as for any concrete slab on grade.

The formwork shall be installed in accordance with the drawings. The slab thickness shall be consistent with that of ordinary concrete slabs under the same conditions.

Provide reinforcement if specified on the plans.

SECTION 361

Control joints and/or expansion joints shall be provided in accordance with the drawings and the guidelines established by the American Concrete Institute. As with any concrete slab, BOMANITE/BOMACRON imprinted concrete usually contains construction joints, control joints and expansion joints. The contractor shall advise and work with the architect/engineer to determine the best location for these joints to minimize the visibility of the joints and to minimize unsightly cracking.

The concrete shall be placed and screeded to the finished grade, and floated to a uniform surface using standard finishing techniques.

BOMANITE Color Hardener shall be applied evenly to the surface of the fresh concrete by the dry-shake method using a minimum of 60 pounds per 100 square feet. It shall be applied in two or more shakes, floated after each shake and troweled only after the final floating.

BOMACRON Release Agent shall be applied evenly to the troweled surface prior to imprinting.

While the concrete is still in its plastic stage of set, the BOMANITE/BOMACRON imprinting tools shall be applied to the surface.

BOMANITE Seal, or approved equal, shall be applied in accordance with the manufacturer's recommendations immediately after completing the imprinting process for BOMANITE slabs only. BOMACRON slabs typically do not require membrane or mechanical curing.

361.5 OPERATION AND MAINTENANCE:

All BOMANITE/BOMACRON installations should be regularly maintained in order to maintain a top quality appearance. Every 18 to 36 months, installations should be inspected, and should be cleaned and resealed as required by volume and intensity of traffic. Contact Progressive Hardscapes for the proper maintenance program in your area.

361.6 PAYMENT:

Payment for imprinted and colored concrete will be made at the unit bid prices in the applicable proposal pay item, which price shall be full compensation for the item complete, as described herein or on the plans.

End of Section



BOMANITE® / BOMACRON® GUIDELINE SPECIFICATIONS

Following are the suggested BOMANITE/BOMACRON specifications to assist you in the preparation of the project documents. The BOMANITE/BOMACRON portion of this project should be separated from the balance of the concrete work in Division 3, since the work will be performed by a specifically trained BOMANITE contractor. Depending on the project, the BOMANITE/BOMACRON portion of the work may also be included in Division 2, Paving and Walks, Division 7, Roof Decks, or Division 9, Special Flooring. Please feel free to call us for additional assistance on specifications and technical questions. We can be reached at the following numbers: Office 623-582-2274 Fax 623-582-1751 E-mail Mike@progressivehardscapes.com

Notes:

1) A specifier is within his rights to issue a proprietary specification that names only one brand. If in the informed and professional judgment of the specifier, his client's needs will be best served by naming a particular brand, then he has the responsibility to limit his specification to one source. This practice is even acceptable on publicly funded projects. This principle of proprietary specification has found legal support in the case of Whitten Corp. v. Paddock Pool Builders, Inc., a Federal District Court case from Massachusetts (376 F. Supp. 125). Further support came in 1975 when the U.S. Supreme Court rejected further appeal and review.

1.0 General

1.01 Description - BOMANITE/BOMACRON Imprinted Concrete includes:

- a. Materials: concrete, dry-shake color hardener, curing compound, release agent (optional) and sealer.
- b. Special imprinting and texturing tools.
- c. Concrete placement and finish.
- d. Color hardener and release agent (optional) placement.
- e. Curing compound application (BOMANITE only).
- f. Sealer application.

1.02 References and Standards

a. BOMANITE/BOMACRON Imprinted Concrete: Install in accordance with the standards and specifications of BOMANITE CORPORATION and the American Concrete Institute (ACI).

b. The contractor for this work shall be Progressive Hardscapes, who has been trained and equipped by BOMANITE CORPORATION:

Progressive Hardscapes
2136 W. Melinda Lane
Phoenix, AZ. 85027
Telephone 623-582-2274
Fax 623-582-1751
E-Mail Mike@progressivehardscapes.com
Web Site www.ProgressiveHardscapes.com
www.Drainscape.com

1.03 Definitions

BOMANITE: a cast-in-place concrete slab, having the surface colored and imprinted with a pattern. The work is performed on the job site by trained and experienced workmen.

BOMACRON: A cast-in-place concrete slab, having the surface colored, imprinted with a pattern and texture. The work is performed on the job site by trained and experienced workmen.

1.04 Related Work - to be completed by Progressive Hardscapes except where noted.

- a. Preparation work, including sub-grade preparation, finish grading, constructing formwork, placing and setting screeds, and furnishing and placement of reinforcement shall be done by Progressive Hardscapes or other qualified contractor.
- b. Provide and place concrete.
- c. Provide and apply all BOMANITE Color Hardener. Regular grade color hardener is recommended for all application areas except those subject to heavy pedestrian traffic or heavy vehicular traffic.
- d. Provide and apply all BOMACRON release agents. Release agent is a dry powdered or liquid colored agent used to facilitate release of the imprinting tools from concrete surface, and to provide moderate color variations to the textured surface.
- e. Provide and apply BOMANITE and/or BOMACRON imprinting tools.
- f. (BOMACRON imprinted concrete slabs are not compatible with curing compounds, and do not typically require membrane or mechanical curing.)
- g. Provide and apply sealer.
- h. Outside edges of all imprinted slabs shall be left uncolored unless otherwise specified in the drawings.

1.05 Quality Assurance:

a. All BOMANITE/BOMACRON work shall be installed by a licensed BOMANITE contractor.

The BOMANITE contractor shall provide a qualified foreman or supervisor who has a minimum of three years experience with imprinted and textured concrete, and who has successfully completed at least five BOMANITE/BOMACRON imprinted concrete installations of high quality and similar in scope to that specified herein, and located within a 100 mile radius of the proposed project. Evidence that the contractor is qualified to complete the project in a workmanlike manner as specified herein shall be submitted to, and approved by, the architect/engineer.

b. All BOMANITE work shall comply with the current specifications and quality standards issued by BOMANITE CORPORATION.

c. The BOMANITE contractor shall provide a job site sample (referee sample) of 4 square feet minimum to be approved by the architect/engineer prior to the start of construction. Said sample shall be the standard for the balance of the work installed, and shall be protected against damage until final approval from the architect/engineer.

2.00 Products and Materials

2.01 Concrete Mix Design

a. The concrete shall have a minimum compressive strength of 3000 psi in non-freeze areas, 3500 psi in moderate freeze-thaw areas and 4000 psi in severe freeze-thaw areas. Portland cement shall conform to ASTM C 150 Type I, II, or V, depending on soil conditions. Aggregates shall conform to ASTM C 33. Mixing water shall be fresh, clean and potable. In freeze-thaw areas only, an air-entraining admixture complying to ASTM C 260 shall be used to achieve an entrained air content for the particular mix used in accordance with the published recommendations of the Portland Cement Association and the American Concrete Institute. No admixtures containing calcium chloride shall be permitted.

2.02 Coloring, Imprinting, Curing and Sealing Materials

a. BOMANITE Color Hardener: The concrete shall be colored with the following BOMANITE Color Hardener color(s): to be selected. The grade of the hardener shall be: Regular Grade.

b. (Optional) BOMACRON Release Agent: The following BOMACRON Release Agent color(s) shall be applied to all concrete surfaces to be imprinted and textured: To be selected.

c. Pattern: The following BOMANITE (BOMACRON) pattern shall be used: Ashlar Slate. All imprinting tools used in the execution of this project shall be manufactured by BOMANITE Corporation.

d. Curing: BOMACRON imprinted concrete slabs are not compatible with curing compounds, and do not typically require membrane or mechanical curing.

e. Sealer: All BOMANITE/BOMACRON slabs shall be sealed in accordance with the manufacturer's recommendations.

3.00 Execution

3.01 Installation Procedures

a. The area to receive BOMANITE/BOMACRON imprinted concrete shall have the sub-grade prepared as required as for any concrete slab on grade.

b. The formwork shall be installed in accordance with the drawings. The slab thickness shall be consistent with that of ordinary concrete slabs under the same conditions.

c. Provide reinforcement if specified on the plans.

d. Control joints and/or expansion joints shall be provided in accordance with the drawings and the guidelines established by the American Concrete Institute. As with any concrete slab, BOMANITE/BOMACRON imprinted concrete usually contains construction joints, control joints and expansion joints. The contractor shall advise and work with the architect/engineer to determine the best location for these joints to minimize the visibility of the joints and to minimize unsightly cracking.

e. The concrete shall be placed and screeded to the finished grade, and floated to a uniform surface using standard finishing techniques.

f. BOMANITE Color Hardener shall be applied evenly to the surface of the fresh concrete by the dry-shake method using a minimum of 60 pounds per 100 square feet. It shall be applied in two or more shakes, floated after each shake and troweled only after the final floating.

g. BOMACRON Release Agent shall be applied evenly to the troweled surface prior to imprinting.

h. While the concrete is still in its plastic stage of set, the BOMANITE/BOMACRON imprinting tools shall be applied to the surface.

i. BOMANITE Seal, or approved equal, shall be applied in accordance with the manufacturer's recommendations immediately after completing the imprinting process for BOMANITE slabs only. BOMACRON slabs typically do not require membrane or mechanical curing.

OPERATION AND MAINTENANCE

All BOMANITE/BOMACRON installations should be regularly maintained in order to maintain a top quality appearance. Every 18 to 36 months, installations should be inspected, and should be cleaned and resealed as required by volume and intensity of traffic. Contact Progressive Hardscapes for the proper maintenance program in your area.

Certification

The Bomanite International Society of licensed contractors is a worldwide network of specially trained and equipped professionals. Through constant exchange of new ideas, re-education and development programs, members of the Bomanite International Society continue to increase already high standards of quality and service. The activities of the Bomanite International Society are coordinated by Bomanite Corporation. The Corporation also provides services and technical assistance to its member licensees, and to architects, designers and engineers specifying Bomanite products.

BOMANITE® is a registered trademark and service mark with the U.S. Patent Office and other countries.

SECTION 362

DETECTABLE WARNINGS

362.1 DESCRIPTION

Detectable warnings shall consist of a surface of truncated domes colored Light Gray.

The "Armor-Tile" cast in place system is an approved equivalent system. Should this system be used, the contractor should confirm and review the installation process with the Town of Florence - Project Manager prior to the placement of the concrete or detectable warning pads.

362.1.1 Dome Size: Truncated domes in a detectable warning surface shall have a base diameter of 0.9 inch minimum and 1.4 inches maximum, a top diameter of 50 percent of the base diameter minimum to 65 percent of the base diameter maximum, and a height of 0.2 inches.

362.1.2 Dome Spacing: Truncated domes in a detectable warning surface shall have a center to center spacing of 1.6 inches minimum and 2.4 inches maximum, and a base to base spacing of 0.65 inch minimum, measured between the most adjacent domes on a square grid.

362.1.3 Platform Edges: Detectable warning surfaces at platform boarding edges shall be 24 inches wide and shall extend the full of the public use areas of the platform.

362.2 INSTALLATION

362.2.1 Preparation of Surfaces: Verify with general contractor that the concrete is properly cured. Substrate must be clean, dry and free of oil. High spots on the substrates shall be removed by grinding them down.

362.2.2 Installation procedure: Drill holes into substrate for mechanical fasteners as per manufacturer instructions and training. Apply primer as per manufacturer instruction and training. Apply bonding agent with filler and accelerator as per manufacturer instruction and training. Attach mechanical fasteners into substrate as per manufacturer instruction and training.

362.2.3 Installation Environment: Surface mounts may be installed at temperatures of (35° 100° of substrate), provided the above procedures are followed. Certified installer has the knowledge as to what changes need to be made for installing in lower temperatures.

362.2.4 After Installation Environment: Within 10 minuets after installation the safety dome mates are ready for foot traffic. No barricades are needed after installation.

362.3 PAYMENT:

Payment for placement of detectable warnings will be included within the unit bid prices bid in the applicable proposal items for construction of concrete sidewalk ramps, which price shall be full compensation for the item complete, as described herein or on the plans.

End of Section

SECTION 601

TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.1 DESCRIPTION:

The work covered by this specification consists of furnishing all plant, labor, equipment, appliances and materials, and performing all operations in connection with the excavation and backfilling of trenches in accordance with the plans and special provisions, except for the installation of high density polyethylene pipe (HDPE). See Section 603 for trench excavation, backfilling, and compaction of HDPE pipe.

Excavation for appurtenance structures, such as manholes, inlets, transition structures, junction structures, vaults, valve boxes, catch basins, etc., shall be deemed to be in the category of trench excavation.

601.2 EXCAVATION:

601.2.1 General: The Contractor shall perform all excavation of every description and of whatever substances encountered, to the depths indicated on the plans, and including excavation ordered by the Engineer of compacted backfill for the purpose of making density tests on any portion of the backfill.

All excavation shall be open cut unless otherwise shown on the plans or approved by the Engineer.

601.2.2 Trench Widths: Trenches for other than cast-in-place concrete pipe shall conform to the dimensions in Table 601-1, unless otherwise specified in the special provisions, indicated on the plans, and/or approved by the Engineer.

TABLE 601-1		
TRENCH WIDTHS		
Size Of Pipe (I.D.)	Maximum Width At Top Of Pipe Greater Than O.D. Of Barrel	Minimum Width At Springline Each Side of Pipe
Less than 18"	16"	6"
18" to 24" inclusive	19"	7½"
27" to 39" inclusive	22"	9"
42" to 60" inclusive	½ O.D.	12"
Over 60"	36"	12"

The width of the trench shall not be greater than the maximum indicated in Table 601-1, at and below the level of the top of the pipe. The width of the trench above that level may be made as wide as necessary for sheeting and bracing, and for proper installation of the work.

If the maximum trench width as specified in Table 601-1 is exceeded at the top of the pipe the Contractor shall provide, at no additional cost to the Contracting Agency, the necessary additional load bearing capacity by means of bedding, having a higher bedding factor than that specified, higher strength pipe, a concrete cradle, cap or encasement, or by other means approved in writing by the Engineer.

601.2.3 Trench Grade: Alignment and elevation stakes shall be furnished the Contractor at set intervals and agreed upon offsets. On water main projects, elevation stakes will be furnished only when deemed necessary by the Engineer. In all cases where elevation stakes are furnished, the Engineer will also furnish the Contractor with cut sheets.

For all pipe 12 inches or greater in diameter, the Contractor shall excavate for and provide an initial granular bedding at least 4 inches thick or 1/12 the O.D. of the pipe whichever is greater. This bedding material shall be placed at a uniform density with minimum compaction and fine graded as specified below.

SECTION 601

Bell or coupling holes shall be dug after the trench bottom has been graded. Such holes shall be of sufficient width to provide ample room for caulking, banding, or bolting. Holes shall be excavated only as necessary to permit accurate work in the making of the joints and to insure that the pipe will rest upon the prepared bottom of the trench, and not be supported by any portion of the joint.

Depressions for joints, other than bell-and-spigot, shall be made in accordance with the recommendations of the joint manufacturer for the particular joint used.

601.2.4 Fine Grading: Unless otherwise specified in the plans and/or special provisions, the bottom of the trench shall be accurately graded to provide uniform bearing and support for each section of the pipe at every point along its entire length, except for portions of the pipe where it is necessary to excavate for bells and for proper sealing of the pipe joints.

601.2.5 Overexcavation: Except at locations where excavation of rock from the bottom of the trench is required, care shall be taken not to excavate below the depth indicated.

Unauthorized excavation below the specified grade line shall be refilled at the Contractor's expense with ABC material compacted to a uniform density of not less than 95 percent of the maximum density as determined by AASHTO T-99 and T-191 or ASTM D-2922 and D-3017. When AASHTO T-99, method A or B, and T-191 are used for density determination, MAG Detail 190 will be used for rock correction.

Whenever rock is encountered in the trench bottom, it shall be overexcavated to a minimum depth of six inches below the O.D. of the pipe. This overexcavation shall be filled with granular material placed with the minimum possible compaction.

Whenever unsuitable soil incapable of supporting the pipe is encountered, the Contractor will notify the Engineer and a field determination will be made as to the depth of overexcavation and the granular fill required.

601.2.6 Excavation for Manholes, Valves, Inlets, Catch Basins and Other Accessories: The Contractor may excavate to place the concrete structure directly against the excavated surface, provided that the faces of the excavation are firm and unyielding and are at all points outside the structure lines shown on the plans. If the native material is such that it will not stand without sloughing or if precast structures are used, the Contractor shall overexcavate to place the structure and this overexcavation shall be backfilled with the same material required for the adjoining pipe line trench and compacted per Table 601-2.

Any unnecessary excavation below the elevation indicated for the foundation of any structure shall be replaced with the same class of concrete specified for the structure or with 1 ½ sack controlled low strength material as specified in Section 728. When the replacement material is structural concrete, the material shall be placed at the same time as the structure. However, when using 1 ½ sack controlled low strength material, placement of the material shall be per Section 604 which will require a time lag between the material and the structural concrete. The placement of the additional material shall be at no cost to the Agency.

601.2.7 Pavement and Concrete Cutting and Removal: Where trenches lie within the portland cement concrete section of streets, alleys, driveways, or sidewalks, etc., such concrete shall be sawcut to neat, vertical, true lines in such a manner that the adjoining surface will not be damaged. The minimum depth of cut shall be 1 ½ inches or ¼ of the thickness, whichever is greater.

Asphalt pavement shall be clean-cut, with approved equipment and by approved methods in accordance with the requirements of Section 336.

No ripping or rooting will be permitted outside limits of cuts. Surfacing materials removed shall be hauled from the job site immediately, and will not be permitted in the backfill.

601.2.8 Grading and Stockpiling: All grading in the vicinity of trench excavation shall be controlled to prevent surface water from flowing into the trenches. Any water accumulated in the trenches shall be removed by pumping or by other approved methods.

During excavation, material suitable for backfilling shall be piled in an orderly manner, a sufficient distance back from the edges of trenches, to avoid overloading and to prevent slides or cave-ins. Material unsuitable for backfilling, or excess material, shall be hauled from the job site and disposed of by the Contractor.

SECTION 601

The Contractor shall, prior to final acceptance of the work, submit a letter to the Contracting Agency stating the location of each disposal site for all excess or unsuitable material and certify that he has obtained the property owner's permission for the disposal of all such materials.

Where the plans and/or special provisions provide for segregation of topsoil from underlying material for purposes of backfill, the material shall not be mixed.

601.2.9 Shoring and Sheeting: The Contractor shall do such trench bracing, sheathing, or shoring necessary to perform and protect the excavation as required for safety and conformance to governing laws. The bracing, sheathing, or shoring shall not be removed in one operation but shall be done in successive stages as determined by the Engineer to prevent overloading of the pipe during backfilling operations. The cost of the bracing, sheathing, or shoring, and the removal of same, shall be included in the unit price bid for the pipe.

All shoring and sheeting deemed necessary to protect the excavation and to safeguard employees, shall be installed. See Section 107.

601.2.10 Open Trench: Except where otherwise noted in the special provisions, or approved in writing by the Engineer, the maximum length of open trench, where the construction is in any stage of completion (excavation, pipe laying or backfilling), shall not exceed 1320 feet in the aggregate at any one location.

Any excavated area shall be considered open trench until all ABC for pavement replacement has been placed and compacted. With the approval of the Engineer, pipe laying may be carried on at more than one separate location, the restrictions on open trench applying to each location. Trenches across streets shall be completely backfilled as soon as possible after pipe laying.

Substantial steel plates with adequate trench bracing shall be used to bridge across trenches at street crossings where trench backfill and temporary patches have not been completed during regular work hours. Safe and convenient passage for pedestrians shall be provided. The Engineer may designate a passage to be provided at any point he deems necessary. Access to hospitals, fire stations and fire hydrants must be maintained at all times.

601.3 PROTECTION OF EXISTING UTILITIES:

601.3.1 Utilities: Unless otherwise shown on the plans or stated in the specifications, all utilities, both underground or overhead, shall be maintained in continuous service throughout the entire contract period. The Contractor shall be responsible and liable for any damages to or interruption of service caused by the construction.

If the Contractor desires to simplify his operation by temporarily or permanently relocating or shutting down any utility or appurtenance, he shall make the necessary arrangements and agreements with the owner and shall be completely responsible for all costs concerned with the relocation or shutdown and reconstruction. All property shall be reconstructed in its original or new location as soon as possible and to a condition at least as good as its previous condition. This cycle of relocation or shutdown and reconstruction shall be subject to inspection and approval by both the Engineer and the owner of the utility.

The Contractor shall be entirely responsible for safeguarding and maintaining all conflicting utilities that are shown on the plans (Sections 107 and 105 apply). This includes overhead wires and cables and their supporting poles whether they are inside or outside of the open trench. If, in the course of work, a conflicting utility line that was not shown on the plans is discovered, the Contracting Agency will either negotiate with the owner for relocation, relocate the utility, change the alignment and grade of the trench or as a last resort, declare the conflict as "extra work" to be accomplished by the Contractor in accordance with Section 104.

601.3.2 Irrigation Ditches, Pipes and Structures: The Contractor shall contact the owners of all irrigation facilities, and make arrangements for necessary construction clearances and/or dry-up periods.

All irrigation ditches, dikes, headgates, pipe, valves, checks, etc., damaged or removed by the Contractor, shall be restored to their original condition or better, by the Contractor at no additional cost to the Contracting Agency.

601.3.3 Building, Foundations and Structures: Where trenches are located adjacent to building, foundations, and structures, the Contractor shall take all necessary precaution against damage to them. The Contractor shall be liable for any damage caused by the construction.

SECTION 601

Except where authorized in the special provisions or in writing by the Engineer, water settling of backfill material in trenches adjacent to structures will not be permitted.

601.3.4 Permanent Pipe Supports: Permanent pipe supports for the various types and sizes of sewer, water and utility lines shall conform to the Standard Details or the details shown on the plans. Such pipe supports shall be erected at the locations shown on the plans and/or at any other locations as necessary as determined by the Engineer.

601.3.5 Electronic, Telephonic, Telegraphic, Electrical, Oil and Gas Lines: These underground facilities shall be adequately supported by the Contractor. Support for plastic pipes shall be continuous along the bottom of the pipe. Support for metal pipe and electrical conduit may be continuous or nylon webbing may be used for suspension at no greater than ten-foot intervals.

The Contractor shall avoid damaging the plastic pipe, pipeways or conduits during trench backfilling and during foundation and bedding placement.

There will be no measurement or payment for this work. The Contractor will include all associated costs in the unit bid price for the conduit installation.

601.4 FOUNDATION, BEDDING, BACKFILLING AND COMPACTION:

601.4.1 Foundation: The material upon which the conduit or structure is to be placed shall be accurately finished to the grade or dimensions shown on the plans or as directed by the Engineer. The bottom portion of the trench shall be brought to grade so that the conduit or structure will be continuously in contact with the material on which it is being placed. If rocky or unsuitable soil is encountered, Subsection 601.2.5 applies.

601.4.2 Bedding: Bedding shall consist of granular material containing no pieces larger than 1½ inches and free of broken concrete, broken pavement, wood or other deleterious material. Open graded rock will not be used without the written approval of the Engineer.

Where water consolidation is used, bedding for conduits, 24 inches or less in I.D., may be placed in one lift. For larger conduits the first lift shall not exceed the springline of the pipe.

Where mechanical compaction is used, the moisture content shall be such that the specified compaction can be obtained. The first lift shall be 8 inches or two-thirds of the distance to the springline whichever is greater. Succeeding lifts shall not exceed 2 feet loose and extreme care will be taken to prevent damage to or movement of the conduit by the compaction equipment.

601.4.3 Backfill: Backfill shall be sound earthen material free from broken concrete, broken pavement, wood or other deleterious material. Unless otherwise specified, this may be native material with no piece larger than 4 inches, select material or aggregate base course. Backfill under street pavement shall be constructed per Detail 200 with the type of replacement noted on the plans or in the special provisions. Unless otherwise noted, backfill under single curb, curb and gutter, sidewalk, driveways, valley gutters, etc. shall be the same as the adjacent street pavement.

Where water consolidation is used, backfill will be placed in lifts as required in the following table prior to settlement.

Trench Width	Backfill Lifts
18• to 24••	Not to exceed 4••
25• to 36••	Not to exceed 6••
Over 36••	Not to exceed 8••

The above backfill lift limitations are not applicable when water saturation is done by the jetting method.

Where mechanical compaction is used, backfill shall be placed in lifts the height of which shall not exceed that which can be effectively compacted depending on the type of material, type of equipment and methods used, and under no circumstances shall exceed 4 feet.

Backfill, around utilities that are exposed during trench excavation, shall be placed in accordance with the bedding methods.

SECTION 601

601.4.4 Compaction Densities: Unless otherwise provided in the plans and/or special provisions, the trench backfill shall be thoroughly compacted to not less than the densities in Table 601-2 when tested and determined by AASHTO T-99 and T-191 or ASTM D-2922 and D-3017. When AASHTO T-99, method A or B, and T-191 are used for density determination, MAG Detail 190 will be used for rock correction.

The density required will depend on the Type shown on the plans and/or called for in the special provisions. Density required for each type shall comply to Table 601-2.

TABLE 601-2				
MINIMUM TRENCH COMPACTION DENSITIES				
Backfill Type	Location	From Surface To 2' Below Surface	From 2' Below Surface To 1' Above Top of Pipe	From 1' Above Top of Pipe to Bottom of Trench
I	Under any existing or proposed pavement, curb, gutter, sidewalk, or such construction included in the contract, or when any part of the trench excavation is within 2' of the above.	100% for granular 95% for non-granular	90%	90%
II	On any utility easement street, road or alley right-of-way outside limits of (I).	85%	85%	90%
III	Around any structures or exposed utilities	95%	in all cases	

Note: The type required will generally be shown on the plans and the plans will govern. Where no type is shown on the plans the type shall comply with Table 601-2.

A consideration in determining the backfill Types as shown on the plans, is based on the trench widths as shown in the Contract Documents. If these trench widths increase beyond those widths referred to above and fall within the 2-foot limit of paved surfaces and other improvements due to construction exigencies, the backfill designation for that portion within the 2-foot limit of such improvements shall be Type I even though Type II backfill is shown on the plans.

601.4.5 Compaction Methods: Water consolidation by jetting shall be accomplished with a 1½" pipe of sufficient length to reach the bottom of the lift being settled with adequate hose attached and a water pressure of not less than 30 psi. All jetting shall be accomplished transversely across the trench at intervals of not more than 6 feet with the jetting locations on one side of the trench offset to the jetting locations on the other side of the trench. The entire lift shall be leveled and completely saturated working from the top to the bottom.

Jetting shall be used as the consolidation method for all conduit bedding. The Contractor shall be entirely responsible for establishing each lift depth so as to avoid floating the conduit being placed and shall make any repair or replacement at no cost to the Contracting Agency. However, for conduit larger than 24 inches I.D. the first lift shall not exceed the springline of the conduit.

Flooding is not acceptable as a water consolidation method unless authorized in the specification or by a written change order. It will consist of the inundation of the entire lift with water and then puddled with poles or bars to insure saturation of the entire lift.

Where jetting or flooding is utilized and the surrounding material is such that it does not permit proper drainage, the Contractor shall provide, at his expense a sump and a pump at the downstream end to remove the accumulated water.

SECTION 601

The use of water consolidation does not relieve the Contractor from the responsibility to make his own determination that such methods will not result in damage to existing improvements. The Contractor shall be responsible for any damage incurred.

Where water consolidation is not permitted or does not result in adequate compaction, the backfill material shall be compacted with hand and/or mechanical work methods using equipment such as rollers, pneumatic tamps, and hydro-hammers or other approved devices which secure uniform and required density without injury to the pipe or related structures.

Where Type I backfill is required, water consolidation will not be permitted for non-granular material, except in the following situation. In a new development prior to paving and prior to opening the area to public traffic, water consolidation, will be permitted for non-granular material at the Contractor's discretion and responsibility.

601.4.6 Specifications for Granular Material: For purposes of this specification, granular material shall mean material for which the sum of the plasticity index and the percent of the material passing a No. 200 sieve shall not exceed 23. The plasticity index shall be tested in accordance with AASHTO T-146 Method A (Wet Preparation), T-89 and T-90.

601.4.7 Rights-Of-Way Belonging to Others: Backfill and compaction for irrigation lines of the Salt River Valley Water Users' Association and Roosevelt Irrigation Districts and for trenches in State of Arizona and Maricopa County rights-of-way outside the limits of the Contracting Agency shall be accomplished in accordance with their permit and/or specifications.

601.4.8 Test Holes: Boring logs shown on the plans do not constitute a part of the contract and are included for the Contractor's convenience only. It is not intended to imply that the character of the material is the same as that shown on the logs at any point other than that where the boring was made. The Contractor shall satisfy himself regarding the character and amount of rock, gravel, sand, silt, clay and water to be encountered in the work to be performed.

601.4.9 Foundation and Bedding for Electronic, Telephonic, Telegraphic, Electrical, Oil and Gas Lines: Foundation and bedding for these underground facilities shall be native material or sand which conforms to the grading requirement of ASTM C-33 for fine aggregate. When backfill material consists of aggregate base course, crushed stone, or other material containing stones, only sand will be used for foundation, and bedding. The foundation depth shall be six inches and bedding depth shall be one foot above the top of the facility. Compaction will be in accordance with Section 601.

601.5 PAVEMENT REPLACEMENT AND SURFACE RESTORATION:

601.5.1 Grading: The Contractor shall do such grading in the area adjacent to backfilled trenches and structures as may be necessary to leave the area in a neat and satisfactory condition approved by the Engineer.

601.5.2 Restoring Surface: All streets, alleys, driveways, sidewalks, curbs, or other surfaces, in which the surface is broken into or damaged by the installation of the new work, shall be resurfaced in kind or as specified to the satisfaction of the Engineer in accordance with Section 336.

601.5.3 Cleanup: The job site shall be left in a neat and acceptable condition. Excess soil, concrete, etc., shall be removed from the premises.

601.5.4 Temporary Pavement: The Contractor shall install temporary asphalt pavement or the first course of permanent pavement replacement in accordance with Section 336 immediately following backfilling and compaction of trenches that have been cut through existing pavement. Except as otherwise provided in Section 336, this preliminary pavement shall be maintained in a safe and reasonably smooth condition until required backfill compaction is obtained and final pavement replacement is ordered by the Engineer. Temporary paving removed shall be hauled from the job site and disposed of by the Contractor at no additional cost to the Contracting Agency.

601.6 PAYMENT:

No pay item will be included in the proposal, nor direct payment made for trench excavation, backfilling, compaction, or placement of temporary pavement. The cost of these features of the work shall be included in the unit price bid per linear foot for furnishing and laying pipe.

End of Section

MAIN STREET ROADWAY IMPROVEMENTS HANDI-CAP ACCESS RAMPS

SITUATED WITHIN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 9 EAST
OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, TOWN OF FLORENCE, ARIZONA
TOWN OF FLORENCE, ARIZONA

prepared for:
TOWN OF FLORENCE - PUBLIC WORKS DEPT.

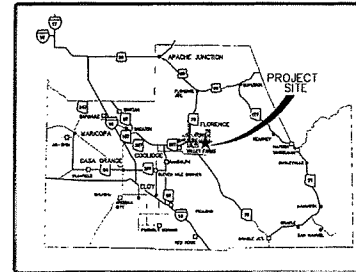
775 NORTH MAIN STREET
FLORENCE, AZ 85232

CONTACT: TOWN ENGINEER, MR. WAYNE J. COSTA, P.E.
PHONE: (520) 251-1645

prepared by:
BAXTER DESIGN GROUP

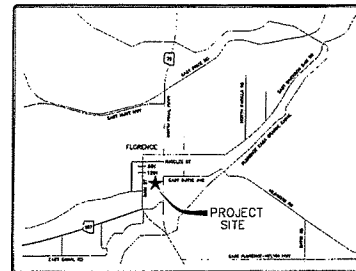
7580 N. DOBSON RD. SUITE 200
SCOTTSDALE, AZ 85256

CONTACT: JARED BAXTER, P.E.
PHONE: (480) 818-6001



VICINITY MAP

NTS



LOCATION MAP

NTS



DATE	BY	REVISION

APPROVALS

APPROVED:
REPRESENTATIVE TOWN OF FLORENCE

AS-BUILT CERTIFICATION

I HEREBY CERTIFY THAT THE "RECORD DRAWING" MEASUREMENTS AS SHOWN HEREON WERE MADE UNDER MY SUPERVISION OR AS NOTED, AND ARE HEREBY CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED ENGINEER/SURVEYOR
REGISTRATION NUMBER _____

BASIS OF BEARING

THE BASIS OF BEARING SHALL BE THE MONUMENT LINE BETWEEN THE INTERSECTIONS OF:
NORTH MAIN STREET AND EAST BUTTE AVENUE (FOUND BRASS CAP IN HAND HOLE) AND,
NORTH MAIN STREET AND EAST RUGGLES STREET (FOUND BRASS CAP FLUSH).
BEARING BEING $90^{\circ}10'35.7$ (ASSUMED), HORIZONTAL DISTANCE BEING 1692.00' (MEASURED).

BENCHMARK

BM #1
TOWN OF FLORENCE BENCHMARK #12
FOUND BRASS CAP LOCATED IN HANDHOLE AT THE INTERSECTION OF NORTH MAIN STREET
AND EAST BUTTE AVENUE (WEST HAND HOLE).
ELEVATION=1487.55 TOWN OF FLORENCE DATUM.

BM #2
FOUND BRASS CAP LOCATED IN HANDHOLE AT THE INTERSECTION OF NORTH MAIN STREET
AND 10TH STREET.
ELEVATION=1482.44 TOWN OF FLORENCE DATUM.

SHEET INDEX

SHEET NO.	PAGE	SHEET NAME
C100	1 OF 10	COVER SHEET
C101	2 OF 10	GENERAL NOTES
C102	3 OF 10	TYPICAL DETAILS
C200	4 OF 10	12TH STREET HANDI-CAP RAMPS
C201	5 OF 10	11TH STREET HANDI-CAP RAMPS
C202	6 OF 10	10TH STREET HANDI-CAP RAMPS
C203	7 OF 10	MAIN ST. MID BLOCK HANDI-CAP RAMPS
C204	8 OF 10	8TH STREET HANDI-CAP RAMPS
C205	9 OF 10	6TH STREET HANDI-CAP RAMPS
C206	10 OF 10	RUGGLES ST. HANDI-CAP RAMPS

DEMOLITION QUANTITIES	
DESCRIPTION	QUANTITY UNIT
EXISTING AWNING SUPPORTS	13 EA
REMOVE EXISTING INFRASTRUCTURE	14,678 SF
SAWOUT EXISTING PAVEMENT	1,292 LF
EXISTING UTILITY EQUIPMENT	1 EA
EXISTING CONCRETE STAIRS	1 EA

CONSTRUCTION QUANTITIES	
DESCRIPTION	QUANTITY UNIT
6" CONCRETE CURB & GUTTER TYPE "A"	668 LF
6" CONCRETE CURB & GUTTER TYPE "D"	145 LF
5" CURB & GUTTER TRANSITION ADDY TYPE "T"	10 EA
5" CURB & GUTTER TRANSITION MAG	1 EA
4" CONCRETE SIDEWALK	8,425 SF
INSTALL COLUMN FORM FOR SIGNAGE	16 EA
INSTALL TEMPORARY STOP SIGN (SUPPLIED BY TOWN)	12 EA
CONCRETE SIDEWALK RAMP ADDY TYPE "B"	3,032 SF
CROSSWALK STRIPING	1,298 LF
CONCRETE PAVEMENT SECTION 6" P.C.C.P. ON 8" A.B.C.	1,818 SF
ASPHALT PAVEMENT SECTION 5" A.C. ON 8" A.B.C.	1,105 SF
ADJUST VALVE, POT FRAME & COVER TO FINISH GRADE	2 EA
ADJUST FIRE HYDRANT VALVE & COVER TO FINISH GRADE	3 EA
INSTALL WATER METER BOX	1 EA
COORDINATE CONDUIT INSTALLATION BY TOWN	2 EA

path:\1177 Florence Main Street Roadway Improvements\1177-100-CONV.dwg, 11/17/2011 10:18:11 AM, 11/17/2011 10:18:11 AM, 11/17/2011 10:18:11 AM

TOWN OF FLORENCE
MAIN STREET ROADWAY IMPROVEMENTS
DEMOLITION AND CONSTRUCTION COVER SHEET

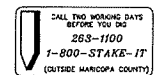
COVER SHEET



C100

SHEET 1 OF 10

V.3 R. _



CALL TWO WORKING DAYS
BEFORE YOU DIG
263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

ENGINEERING NOTES

- 1. MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION INCLUDING LATEST REVISIONS) ARE TO BE INCORPORATED INTO THESE PLANS AND THE CONTRACT DOCUMENTS IN THEIR ENTIRETY.
2. ALL WORK REQUIRED TO COMPLETE THE CONSTRUCTION COVERED BY THESE PLANS SHALL BE IN ACCORDANCE WITH ANY SPECIFIC MAG DETAILS UNLESS SPECIFIED OTHERWISE ON THESE PLANS OR ELSEWHERE IN THE CONTRACT DOCUMENTS.
3. THE ENGINEER RESERVES THE RIGHT TO DETERMINE WHICH PORTIONS OF ANY OF THE MAG SPECIFICATIONS AND DETAILS THAT ARE APPLICABLE SHOULD CONTRADICT OR CONFUSE ARISE BETWEEN THESE PLANS AND THE MAG STANDARDS. THE CONTRACTOR IS ADVISED TO HAVE THE CORRECT CLARIFIED PRIOR TO BIDDING THE WORK.
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL METHODS, SEQUENCING, AND SAFETY USED DURING CONSTRUCTION UNLESS SPECIFICALLY ADDRESSED OTHERWISE ON THESE PLANS OR ELSEWHERE IN THE CONTRACT DOCUMENTS.
5. THE CONTRACTOR IS TO COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS APPLICABLE TO THE CONSTRUCTION COVERED BY THESE PLANS, INCLUDING BUT NOT LIMITED TO THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
6. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING (AT THE CONTRACTOR'S SOLE EXPENSE) AND COMPLYING WITH ALL PERMITS AND LICENSES REQUIRED TO COMPLETE ALL WORK COVERED BY THESE PLANS.
7. THE QUANTITIES AND SITE CONDITIONS SPECIFIED ON THESE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE SUBJECT TO ERROR AND OMISSIONS. CONTRACTORS SHALL VERIFY THEMSELVES AS TO ACTUAL QUANTITIES AND SITE CONDITIONS PRIOR TO BIDDING THE WORK.
8. A REASONABLE EFFORT HAS BEEN MADE TO SHOW THE LOCATIONS OF EXISTING UNDERGROUND FACILITIES AND UTILITIES IN THE CONSTRUCTION AREA. CONTRACTORS ARE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND/OR FACILITIES CAUSED DURING THEIR CONSTRUCTION OPERATIONS.
9. DURING THE DEVELOPMENT OF THESE PLANS, EXISTING FACILITIES SUCH AS a) BURIED FACILITIES, b) STRUCTURALLY UNSOUND FACILITIES, c) LOW HANGING OVERHEAD UTILITY LINES AND d) UNLACATED FACILITIES WERE NOT INVESTIGATED TO ANY DEGREE OF CERTAINTY SUCH THAT THESE PLANS REPRESENT THE TOTAL IMPACT OF THE PROPOSED WORK ON ALL EXISTING FACILITIES. THEREFORE, UNIDENTIFIED ADDITIONAL WORK AND/OR UTILITY RELOCATION MIGHT BE REQUIRED IN ORDER TO COMPLETE THE WORK COVERED BY THESE PLANS.
10. ALL GRADING, EXCAVATION, CUTS, FILL, TRENCHING, PIPE BEDDING AND BACKFILL SHALL COMPLY WITH THE RECOMMENDATIONS SET FORTH IN THE SOILS (GEOCHEMICAL) REPORT FOR THIS PROJECT.
11. THE CONTRACTING PARTY AND/OR THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING, FROM AFFECTED LAND OWNERS, ALL EASEMENTS, PERMITS, RIGHTS, PERMISSIONS AND LICENSES NECESSARY TO PERFORM THE WORK SHOWN.
12. DEVIATION FROM THE PLANS WILL NOT BE ALLOWED WITHOUT A WRITTEN APPROVED PLAN REVISION FROM THE CONTRACTING PARTY.
13. THIS PROJECT IS SUBJECT TO THE NATIONAL POLLUTION DISCHARGE ELIMINATION ACT (NPDES) REGULATIONS AND THE CLEAN WATER ACT UNDER THE ENVIRONMENTAL PROTECTION AGENCY (EPA) GENERAL PERMIT FOR ARIZONA. THE CONTRACTING PARTY OR CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING AND SUBMITTING ALL DOCUMENTS REQUIRED BY THE REGULATION, INCLUDING BUT NOT LIMITED TO SHOWING HOW AND HOW: UNLESS PROVIDED FOR ELSEWHERE BY THE CONTRACTING PARTY.

ENGINEERING NOTES (CONTINUED)

- 14. THE CONTRACTOR SHALL PROVIDE FOR TRAFFIC CONTROL IN CONFORMANCE WITH MAG SECTION 401, WITH THE FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR CONSTRUCTION AND MAINTENANCE. LATEST EDITIONS AND REVISIONS. THERE WILL NOT BE A SEPARATE MEASUREMENT NOW PAYMENT FOR TRAFFIC CONTROL IS INCIDENTAL TO THE WORK COVERED BY THESE PLANS.
15. THE CONTRACTOR SHALL PERFORM SITE CLEANUP AND DISPOSAL IN A LEGAL MANNER ON A DAILY BASIS OR AS DIRECTED BY THE CONTRACTING PARTY, ITS REPRESENTATIVE OR ANY GOVERNMENT AGENCY HAVING JURISDICTION. THERE WILL NOT BE A SEPARATE MEASUREMENT NOW PAYMENT FOR THIS WORK.
16. THE CONTRACTOR SHALL GIVE SEVENTY-TWO (72) HOURS NOTICE TO THE CONTRACTING PARTY WHEN HE/SHE REQUESTS THE SERVICES OF THE ENGINEER/SURVEYOR OR ANY OTHER PARTY PROPERLY AUTHORIZED FOR THE PURPOSE OF LAYING OUT ANY PORTION OF THE WORK.
17. THE CONTRACTOR SHALL PRESERVE ALL SURVEY CONSTRUCTION STAKES (SET FOR THE PURPOSE OF CONTROL LINES, LEVELS/GRADES, OR MEASUREMENT OF THE WORK) IN THEIR PROPER PLACES, UNTIL AUTHORIZED TO REMOVE THEM BY THE CONTRACTING PARTY. ANY EXPENSE INCURRED IN REPLACING ANY STAKES THAT THE CONTRACTOR OR HIS/HER SUBCONTRACTORS MAY HAVE FAILED TO PRESERVE WILL BE CHARGED TO THE CONTRACTOR.
18. IN ADDITION TO UTILITIES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE AND PROTECTION OF ALL EXISTING PUBLIC AND PRIVATE IMPROVEMENTS IN THE WORK AREA. IMPROVEMENTS THAT HAVE BEEN REMOVED OR DAMAGED DURING THE COURSE OF CONSTRUCTION SHALL BE REPAIRED OR REPLACED, INCLUDING CLEANUP, TO THE SATISFACTION OF THE CONTRACTING PARTY. AT THE CONTRACTOR'S SOLE EXPENSE.
19. INCIDENTAL WORK MIGHT NOT BE SPECIFICALLY INDICATED ON THESE PLANS. THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTARY OR MISCELLANEOUS ITEMS, APPURTENANCES AND DEVICES INCIDENTAL TO OR NECESSARY FOR A SOUND, SECURE, COMPLETE, FUNCTIONAL AND ACCEPTABLE INSTALLATION, AT NO ADDITIONAL COST TO THE CONTRACTING PARTY.
20. ALL CONCRETE SHALL BE CLASS "A" AND REINFORCING STEEL SHALL BE GRADE 60 UNLESS NOTED OTHERWISE IN THESE PLANS OR ELSEWHERE IN THE CONTRACT DOCUMENTS.
21. ALL PRIMARY PARTIES HAVING INTEREST IN THE WORK COVERED BY THESE PLANS SHALL EXECUTE ALL CONTRACTS AND AGREEMENTS BETWEEN THE PARTIES PRIOR TO COMMENCING CONSTRUCTION. PRIMARY PARTIES INCLUDE, BUT ARE NOT LIMITED TO, THE CONTRACTING PARTY, THE CONTRACTOR, THE ULTIMATE OWNER OF THE ACCEPTED IMPROVEMENTS, THE INSPECTING ENGINEER AND THE TESTING LABORATORY.
22. THE CONTRACTING PARTY OR THE CONTRACTOR SHALL PAY FOR ALL INSPECTORS FEES AND TESTING FEES. ALL FEES ARE TO BE PAID IN FULL, AS EVIDENCED BY SIGNED RELEASES, PRIOR TO THE ULTIMATE OWNER'S PARTIAL OR FINAL ACCEPTANCE OF ANY IMPROVEMENTS COVERED BY THESE PLANS.
23. WORK COVERED BY THESE PLANS SHALL BE INSPECTED BY AN ARIZONA REGISTERED PROFESSIONAL ENGINEER. WORK SHALL ALSO BE TESTED BY A CERTIFIED TESTING LABORATORY. PRIOR TO PARTIAL OR FINAL ACCEPTANCE OF THE IMPROVEMENTS BY THE ULTIMATE OWNER AND/OR THE CONTRACTING PARTY, THE ENGINEER AND TESTING LABORATORY SHALL CERTIFY THAT THE WORK WAS SATISFACTORILY INSPECTED AND TESTED AND, THAT THE WORK PERFORMED IS ACCEPTABLE. THE CERTIFICATION BY THE ENGINEER AND/OR THE TESTING LABORATORY DOES NOT RELIEVE THE CONTRACTOR FROM ANY GUARANTEES OR WARRANTIES AS SPECIFIED IN MAG SECTION 108.B.
24. IF THE CONTRACTOR ENCOUNTERS UNANTICIPATED CONDITIONS DURING CONSTRUCTION WHICH WERE BEYOND THE SCOPE OF THE ENGINEER'S ORIGINAL DESIGN FOR THESE PLANS, THE CONTRACTING PARTY WILL SEE THAT REMEDY AND OR SUPPLEMENTAL IMPROVEMENT PLANS ARE PREPARED AND SUBMITTED TO THE ULTIMATE OWNER FOR REVIEW AND APPROVAL.
25. THIRTY DAYS PRIOR TO DESTRUCTION OR REMOVAL OF CACTUS OR OTHER NATIVE PLANTS, THE CONTRACTOR SHALL NOTIFY THE ARIZONA COMMISSIONER OF AGRICULTURE AND HORTICULTURE CONTACT: DON BUTLER (DIRECTOR) 602-542-0994.
26. THE CONTRACTOR SHALL COORDINATE HIS/HER WORK WITH ALL OTHER CONTRACTORS AND UTILITY COMPANIES INVOLVED IN THE ONGOING CONSTRUCTION AT THE SITE.
27. THE CONTRACTOR SHALL FURNISH, HAIL AND APPLY ALL WATER NECESSARY TO COMPLETE THE WORK COVERED BY THESE PLANS, INCLUDING THE CONTROL OF DUST FROM CONSTRUCTION ACTIVITIES IN ORDER TO MEET COUNTY AIR POLLUTION REGULATIONS. CONSTRUCTION WATER IS INCIDENTAL TO THE WORK BEING PERFORMED. THERE WILL NOT BE A SEPARATE MEASUREMENT NOW PAYMENT FOR WATER.
28. THE CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION SITE AND ALL CONSTRUCTION ACTIVITIES COVERED UNDER THESE PLANS SO AS TO PREVENT DISPERSAL OF CONSTRUCTION MATERIALS, EQUIPMENT FLUIDS OR CONTAMINANTS. FURTHERMORE, THE CONTRACTOR SHALL CONDUCT HIS/HER OPERATIONS OF EQUIPMENT MAINTENANCE ACTIVITIES SUCH THAT THEY WILL NOT RESULT IN THE SPILL OF OIL OR GREASY SUBSTANCES ON THE SITE OR INTO DRAINAGE DITCHES, SEWERS OR STORM DRAINS.
29. THE CONTRACTING PARTY IS NOT LIABLE FOR ANY DELAYS DUE TO DAMAGE TO UTILITIES CAUSED BY CONTRACTOR'S CONSTRUCTION ACTIVITIES.
30. THE CONSTRUCTION INSPECTOR IS ANY AGENT OF THE CONTRACTING PARTY THAT HAS BEEN RETAINED TO ASSURE THAT THE WORK COVERED BY THESE PLANS IS PERFORMED CORRECTLY AND COMPLES WITH THESE PLANS AND ANY APPLICABLE SPECIFICATIONS.
31. THE CONTRACTOR IS RESPONSIBLE FOR PAYING THE TESTING LABORATORY'S COSTS OF PERFORMING REQUIRED TESTS, FOR NOTIFYING THE TESTING LABORATORY OF ANY DEFICIENCIES AND FOR SUBMITTING THE TEST RESULTS TO THE CONSTRUCTION INSPECTOR, UNLESS OTHERWISE CALLED OUT IN THESE PLANS OR ELSEWHERE IN THE CONTRACT DOCUMENTS.

ENGINEERING NOTES (CONTINUED)

- 32. WHEN TRENCHING ACROSS EXISTING PAVEMENT FOR THE INSTALLATION OF NEW PIPES OR CONDUITS, THE CONTRACTOR SHALL MAINTAIN TRAFFIC CONTROL THROUGHOUT THE CONSTRUCTION. THE CONTRACTOR SHALL REPLACE THE PAVEMENT IN ACCORDANCE WITH MAG STANDARD DETAIL 200. EIGHT INCH TOP FOR CONCRETE PAVEMENT AND 1" TOP FOR ASPHALT PAVEMENT. THERE IS NO SEPARATE MEASUREMENT NOW PAYMENT FOR PAVEMENT REMOVAL AND TRAFFIC CONTROL. TRAFFIC CONTROL IS INCIDENTAL TO THE WORK BEING PERFORMED.
33. THE ENGINEERING DESIGN ON THESE PLANS ARE ONLY APPROVED BY THE TOWN IN SCOPE AND NOT IN DETAIL. IF CONSTRUCTION QUANTITIES ARE SHOWN ON THESE PLANS, THEY ARE NOT VERIFIED BY THE TOWN.
34. A PUBLIC WORKS INSPECTOR WILL INSPECT ALL WORKS WITHIN THE TOWN OF FLORENCE RIGHTS-OF-WAY AND IN EASMENTS. NOTIFY PUBLIC WORKS DEPARTMENT 24 HOURS PRIOR TO STARTING CONSTRUCTION (TELEPHONE 520-866-7820).
35. RIGHT-OF-WAY PERMITS ARE REQUIRED FOR ALL WORK IN PUBLIC RIGHTS-OF-WAY AND EASEMENTS GRANTED FOR PUBLIC PURPOSES. A RIGHT-OF-WAY PERMIT WILL BE ISSUED BY THE TOWN UPON RECEIPT OF PAYMENT OF A BASE FEE PLUS A FEE FOR INSPECTION SERVICES TO BE PROVIDED BY TOWN. COPIES OF ALL PERMITS SHALL BE RETAINED ON-SITE AND SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES. FAILURE TO PRODUCE THE REQUIRED PERMITS WILL RESULT IN IMMEDIATE WORK STOPPAGE UNTIL THE PROPER PERMIT DOCUMENTATION IS OBTAINED.
ENGINEER'S GENERAL PAVING AND GRADING NOTES
1. NO PAVING CONSTRUCTION SHALL BE STARTED UNTIL ALL PROPOSED UNDERGROUND UTILITIES WITHIN THE ROADWAY CORRIDOR ARE EITHER PROTECTED OR REMOVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUCH THAT THE NEW ROADWAY IMPROVEMENTS WILL NOT BE DISTURBED DURING UTILITY INSTALLATION.
2. THE MAXIMUM STAKE INTERVAL FOR GRADES OF 0.2 OR LESS SHALL BE 12 FEET FOR CONCRETE WORK AND 25 FEET FOR ASPHALT WORK. ALL CURB RETURNS SHALL BE STAKED FOR THE P.C., P.T. AND THE MIDDPOINT OF THE RETURN.
3. AGGREGATE BASE COURSE SHALL NOT BE PLACED ON SUBGRADE UNTIL SUBGRADE COMPACTION REQUIREMENTS HAVE BEEN MET AND ACCEPTED BY THE INSPECTING ENGINEER. ASPHALT SHALL NOT BE PLACED ON AGGREGATE BASE COURSE UNLESS COMPACTION AND GRADE REQUIREMENTS HAVE BEEN MET AND ACCEPTED BY THE INSPECTING ENGINEER.
4. GUTTERS, CONCRETE AND ASPHALT, WILL BE WATER TESTED IN THE PRESENCE OF THE CONTRACTING PARTY. HIS AUTHORIZED REPRESENTATIVE TO PROVE PROPER SURFACE DRAINAGE. ALL WORK WHICH FAILS THIS REQUIRED RUNOFF TEST SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
5. NO WORK WILL BE CONSIDERED COMPLETE UNTIL ALL CURBS, PAVEMENT AND SIDEWALKS HAVE BEEN SWEEP CLEAN OF ALL DIRT AND DEBRIS AND ALL SURVEY MONUMENTS AND STREET SIGNS ARE INSTALLED IN ACCORDANCE WITH THESE PLANS.
6. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL EXISTING VALVES, MANHOLES, CLEANOUTS AND BLOW-OFFS IN ADVANCE OF CONSTRUCTION AND ADJUSTING ALL RIMS & COVERS TO FINISH GRADE PRIOR TO COMPLETION OF PAVING AND RELATED CONSTRUCTION.
7. THE CONTRACTOR SHALL NOTIFY THE TESTING LAB OF ANY NEEDED TESTS, COORDINATE WITH THE INSPECTING ENGINEER AND TESTING LAB AND PAY THE COSTS TO PERFORM THE TESTS UNLESS SPECIFIED OTHERWISE IN THE CONTRACT DOCUMENTS.
8. COMPACTION TESTING WILL BE REQUIRED IN ACCORDANCE WITH SPECIFICATIONS. THE OWNER WILL PAY FOR INITIAL TESTING. RETESTING REQUIRED DUE TO DEFICIENT COMPACTION WILL BE CHARGED TO THE CONTRACTOR.
9. PRIOR TO FINAL APPROVAL AND ACCEPTANCE OF THE WORK, THE CONTRACTOR SHALL BE REQUIRED TO CLEAN AND REPAIR ALL (OFF-PROJECT) ROADWAYS THAT WERE USED AND DAMAGED BY THE CONTRACTOR DURING THE COURSE OF HIS/HER CONSTRUCTION ACTIVITIES.
10. USE OF "RECLAIMED ASPHALT" IS PROHIBITED.
11. GRINDING AND/OR EPOXY PATCHING OF CURBS - GUTTERS - APRONS, VALLEY GUTTERS - DRIVEWAYS - SCUPPERS - RM COLLARS OR ANY OTHER CONCRETE STRUCTURE IN ORDER TO CORRECT DEFICIENCIES THAT RESULT FROM IMPROPER GRADE SETTING, FROM CONSTRUCTION METHODS USED OR FROM BREAKAGE DUE TO ANY CIRCUMSTANCES, SHALL NOT BE PERMITTED.
12. ALL VEGETATION IN AREAS TO BE GRADED, INCLUDING ROOTS GREATER THAN ONE (1) INCH IN DIAMETER SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.
13. THE EXCAVATIONS LEFT FROM THE REMOVAL OF EXISTING UNDERGROUND UTILITIES, STRUCTURES, BRUSH AND/OR TREES SHALL BE BACKFILLED, PRIOR TO BACKFILL, ALL LOOSE SOIL SHALL BE REMOVED FROM THE EXCAVATION. THE BACKFILL SHALL BE PLACED AND COMPACTED AS RECOMMENDED IN THE SOILS REPORT.
14. ANY DRAINAGE AREAS, DITCHES OR WASHES THAT ARE TO BE FILLED SHALL BE FIRST EXCAVATED TO THE FULL WIDTH OF THE CONSTRUCTION COMPACTED EQUIPMENT TO BE USED. AFTER EXCAVATION HAS BEEN COMPLETED, THE BACKFILL SHALL BE PLACED AND COMPACTED AS RECOMMENDED IN THE SOILS REPORT.
15. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY VERIFY HIMSELF AS TO ACTUAL QUANTITIES AND DEFICIENCIES IN THE WORK AND EXCESS OR DEFICIENCY IN QUANTITIES, IF ANY, NO CLAIM SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN, ACTUAL OR RELATIVE.
16. ANY QUANTITIES SHOWN ARE THE BEST ESTIMATE OF THE ENGINEER. THE SUBCONTRACTOR SHALL MAKE HIS OWN INDEPENDENT VERIFICATION ON QUANTITIES AND BASE HIS BID THEREON.
17. ALL EXPOSED SUBGRADE SHALL BE PROOF ROLLED TO ESTIMATE ACCURACY AND COMPACTION AND TO CORRECT ANY DEFICIENCIES THAT MAY EXIST. PROOF ROLLING SHALL BE COMPLETED WITH A FULLY LOADED WATER TRUCK OR SIMILAR EQUIPMENT AND THE SUBGRADE MUST BE ACCEPTED BY THE ENGINEER ACCORDINGLY.

ENGINEER'S GENERAL PAVING AND GRADING NOTES (CONT.)

- 20. EXISTING PAVEMENT THICKNESS ON MAIN STREET MAY BE 6" THICK OR GREATER.
21. THE REMOVAL OF OLD PAINTED OR THERMOPLASTIC MARKINGS APPLIED TO EXISTING CROSSWALKS MARKINGS SHALL BE REMOVED BY GRINDING.
22. ALL HCP RAMPS SHALL BE STANDARD ADOT DTL WITH A BROOM FINISH AND THE RAMPS WILL BE COLORED BUT THE RAMP IMPRINT SHALL NOT BE STAMPED OR IMPRINTED WITH ANY BOGANITE STAMP.

LEGEND

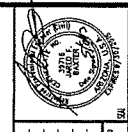
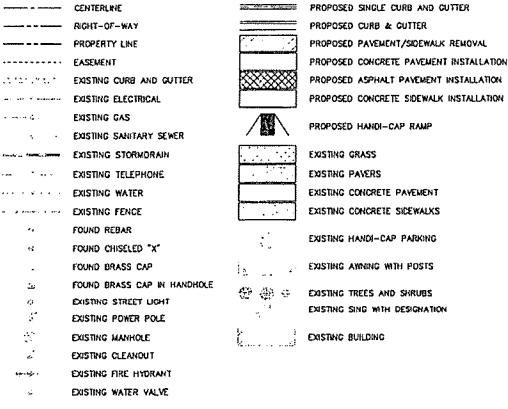
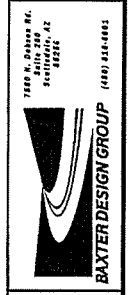


Table with columns: NO. (1-10), DATE (11/15/2014), BY (M. J. BAXTER), CHECKED (M. J. BAXTER), TITLE (ENGINEER), FIRM (BAXTER DESIGN GROUP).

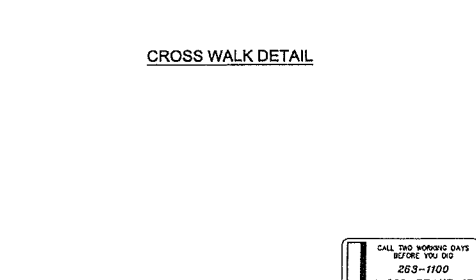
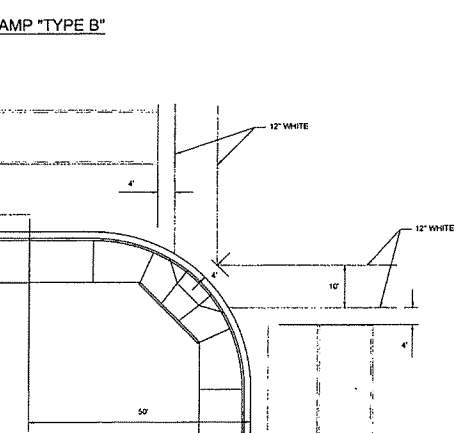
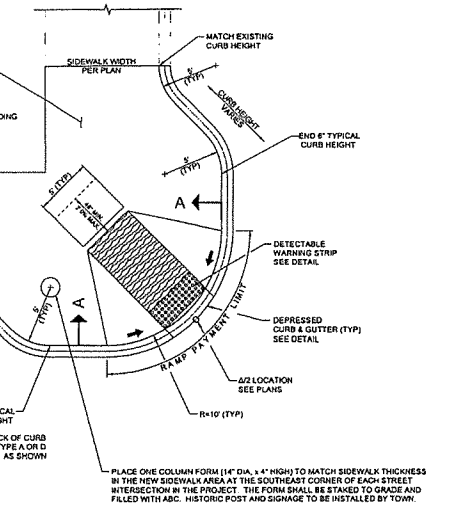
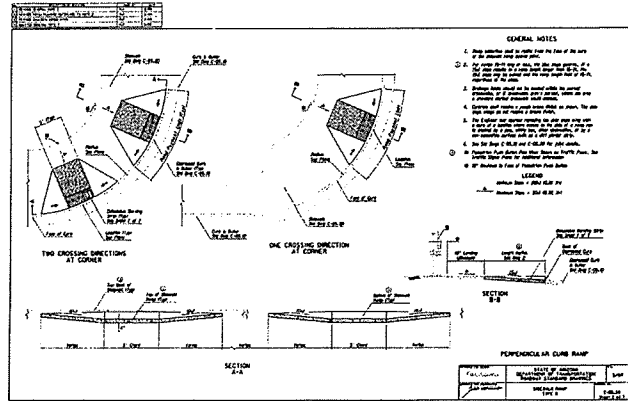
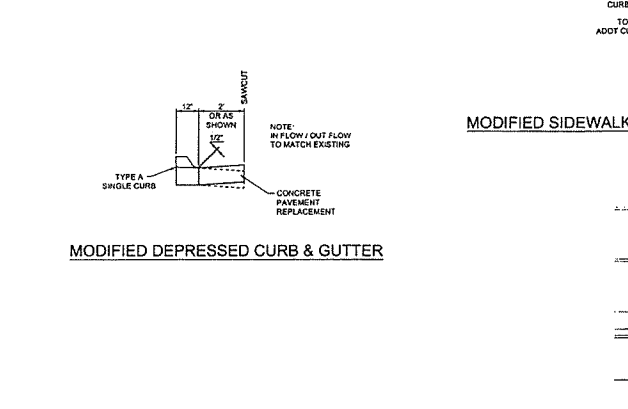
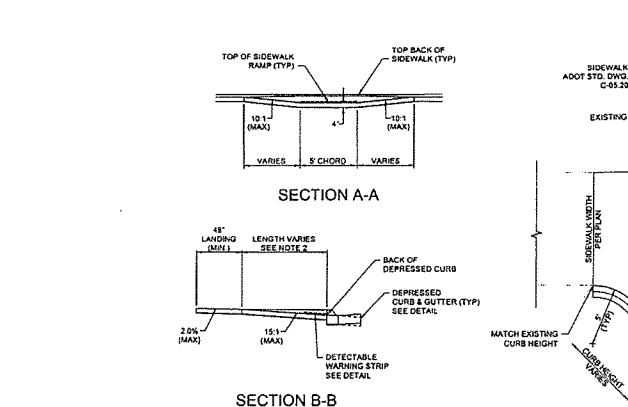
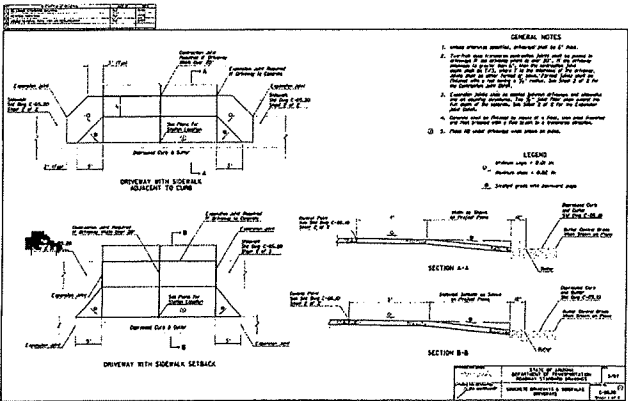
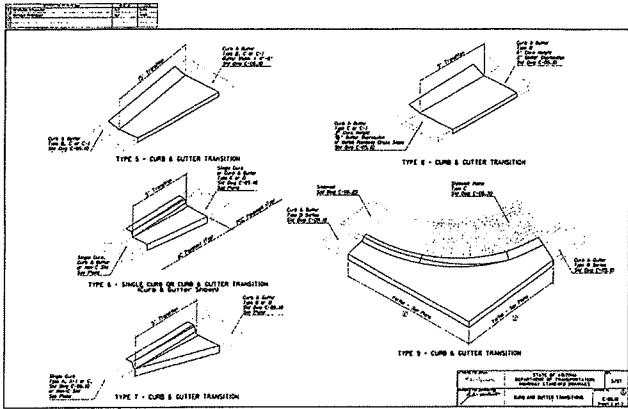
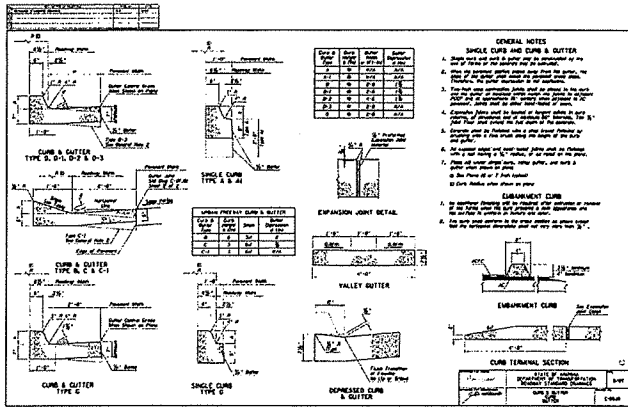
TOWN OF FLORENCE MAIN STREET ROADWAY IMPROVEMENTS DEMOLITION AND CONSTRUCTION NOTE SHEET GENERAL NOTES



C101 SHEET 2 OF 10 V.3 R.

CALL THE WORKING DAYS BEFORE YOU GO 263-7100 1-800-574-86-17 (OUTSIDE MARICOPA COUNTY)

path: R:\1177 - Florence Main Street - Storm Drainage\DWG\1177-main ST-C102-CDWG.dwg | plot date: May 07, 2013 | plotted by: jason@baxterdesign.com



CALL THE WORKING DAYS BEFORE YOU DIG
 263-1100
 1-800-STAKE-IT
 (OUTSIDE MARICOPA COUNTY)



NO.	DATE	BY	CHKD.

TOWN OF FLORENCE
MAIN STREET ROADWAY IMPROVEMENTS
 DEMOLITION AND CONSTRUCTION DETAIL SHEET
TYPICAL DETAILS

7330 N. 25th Ave. #200
 Phoenix, AZ 85016
 (602) 952-6945



C102
 SHEET 3 OF 10
 V.3 R.

KEY NOTE LEGEND

DEMOLITION NOTES

9 REMOVE ALL EXISTING INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO SIDEWALK, CURB & GUTTER, PAVEMENT, SIDEWALK RAMPS, STREET LIGHTS, SIGNAGE AND PLANTERS. COORDINATE WITH TOWN FOR SALVAGE AND/OR PROPER DISPOSAL.

10 SAWCUT EXISTING PAVEMENT A MIN. OF 2" TO A HEAT, CLEAN EDGE PER MAG SPEC 603.2.7 AND APPLY NEW PAVEMENT PER REQUIRED PAVEMENT SECTION, BASE AND TACK COATS AT THE SAWCUT SHALL BE INSPECTED FOR APPROVAL BY TOWN ENGINEER PRIOR TO MATING NEW SURFACE.

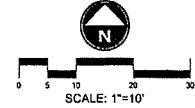
CONSTRUCTION NOTES

2 CONSTRUCT 6" CURB & GUTTER PER ADOT STD DTL C-05.10, TYPE 'A'.
 3 CONSTRUCT 6" CURB & GUTTER PER ADOT STD DTL C-05.10, TYPE 'D'.
 5 CONSTRUCT 3" CURB & GUTTER TRANSITION PER ADOT STD DTL C-05.12, TYPE '7'.
 7 CONSTRUCT 4" CONCRETE SIDEWALK AS SHOWN PER MAG STD DTL 230 w/ FINISH PER TOWN REQUIREMENTS.

8 INSTALL COLUMN FORM FOR STOP SIGN LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.
 9 CONSTRUCT CONCRETE SIDEWALK RAMP PER ADOT STD DTL C-05.30, TYPE 'B' AND PER MODIFIED DETAILS SHEET C102 w/ DETECTABLE WARNING STRIP.

12 12" SOLID WHITE (125W) CROSSWALK PER DETAIL SHEET C102.
 11 CONSTRUCT CONCRETE PAVEMENT SECTION 6" P.C.C.P. ON 6" A.B.C.
 12 CONSTRUCT ASPHALT PAVEMENT SECTION 5" A.C. ON 9" A.B.C.
 17 ADJUST FIRE HYDRANT, VALVE & COVER TO FINISH GRADE, COORDINATE w/10' ENG.

20 INSTALL TEMPORARY STOP SIGN OVER COLUMN FORM. SIGNAGE TO BE SUPPLIED BY TOWN.
 21 INSTALL COLUMN FORM FOR STREET SIGN LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.

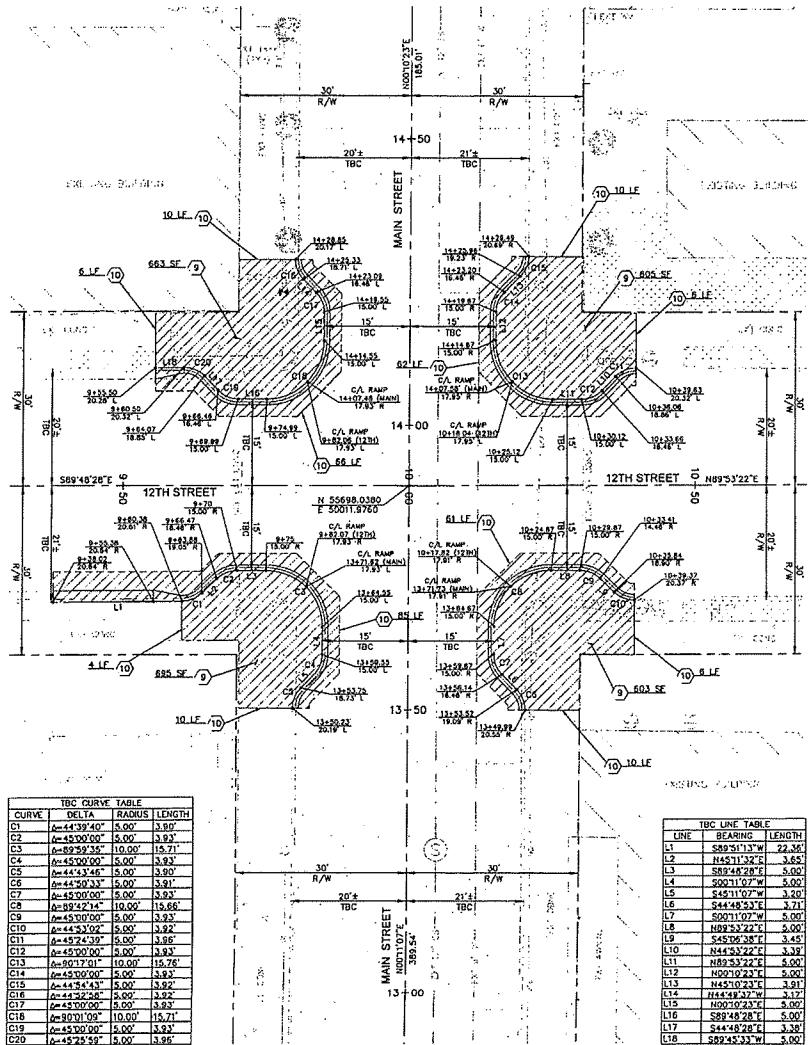


DATE	REVISED	BY	REASON

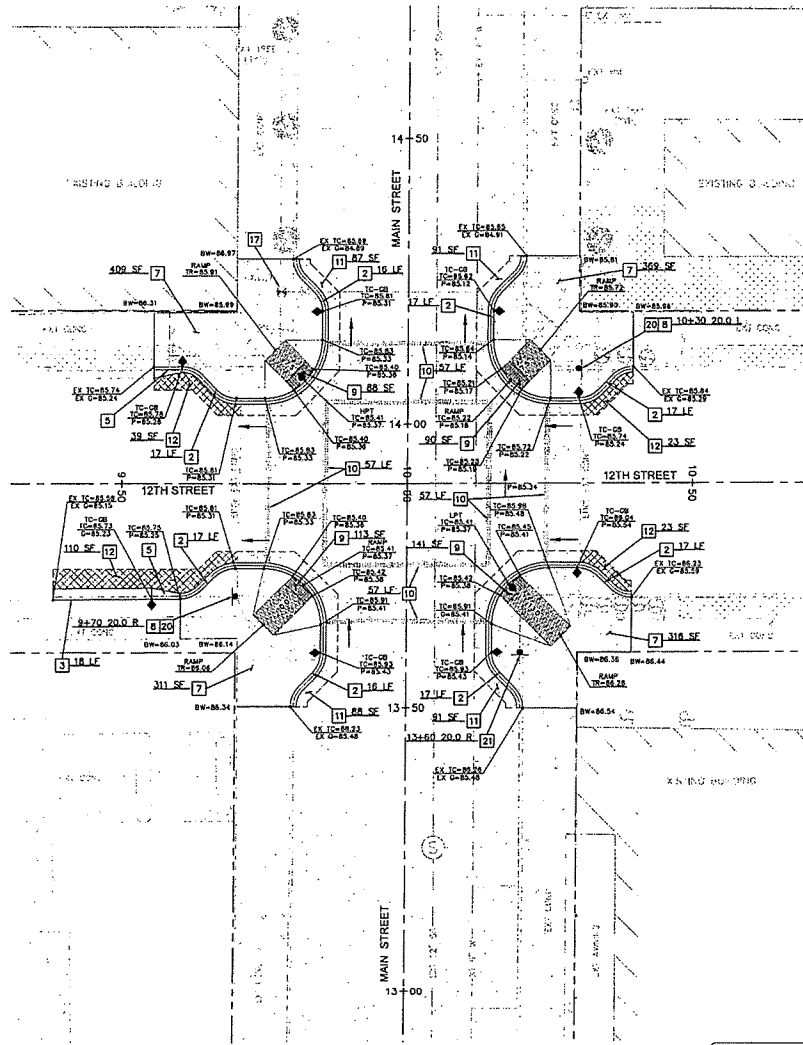
**TOWN OF FLORENCE
 MAIN STREET ROADWAY IMPROVEMENTS
 DEMOLITION AND CONSTRUCTION PLAN
 12 TH STREET HANDI-CAP RAMPS**



C200
 SHEET 4 OF 10
 V. 3 R.



**12TH STREET
 DEMOLITION & DIMENSIONING PLAN**



**12TH STREET
 CONSTRUCTION & GRADING PLAN**

CALL TWO WORKING DAYS BEFORE YOU GO
 263-1100
 1-800-STAKE-IT
 (OUTSIDE MARICOPA COUNTY)

john.RA.1177_Florence_Main_Street_Roadway_Improvements_C200-S01.dwg | plot date: May 07, 2013 | printed by: jstevens

KEY NOTE LEGEND

DEMOLITION NOTES

- ④ CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS TO PRESERVE AND PROTECT OR REPLACE ANNING SUPPORTS.
- ⑤ REMOVE ALL EXISTING INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO: SIDEWALK, CURB & GUTTER, PAVEMENT, SIDEWALK RAMPS, STREET LIGHTS LIGHTS, SIGNAGE AND PLANTERS. COORDINATE WITH TOWN FOR SALVAGE AND/OR PROPER DISPOSAL.

- ⑩ SAWCUT EXISTING PAVEMENT A MIN. OF 2' TO A NEAT, CLEAN EDGE PER MAG SPEC 601.2.7 AND APPLY NEW PAVEMENT PER REQUIRED PAVEMENT SECTION. BASE AND TACK COATS AT THE SAWCUT SHALL BE INSPECTED FOR APPROVAL BY TOWN ENGINEER PRIOR TO MATING NEW SURFACE.
- ⑪ CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDER TO PRESERVE AND PROTECT OR RELOCATE EXISTING EQUIPMENT.

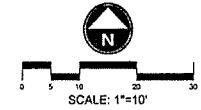
CONSTRUCTION NOTES

- ② CONSTRUCT 6" CURB & GUTTER PER ADOT STD DTL C-05.10, TYPE 'A'.
- ③ CONSTRUCT 5' CURB & GUTTER TRANSITION PER ADOT STD DTL C-05.12, TYPE '7'.
- ⑦ CONSTRUCT 4" CONCRETE SIDEWALK, AS SHOWN, PER MAG STD DTL 230 w/ FINISH PER TOWN REQUIREMENTS.

- ⑧ INSTALL COLUMN FORM FOR STOP SIGN. LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.
- ⑨ CONSTRUCT CONCRETE SIDEWALK RAMP PER ADOT STD DTL C-05.30, TYPE 'B' AND PER MODIFIED DETAILS SHEET C102 w/ DETECTABLE WARNING STRIP.

- ⑫ 12" SOLID WHITE (125W) CROSSWALK PER DETAIL SHEET C102.
- ⑬ CONSTRUCT CONCRETE PAVEMENT SECTION 6" P.C.C.P. ON 6" A.B.C.
- ⑭ CONSTRUCT ASPHALT PAVEMENT SECTION 5" A.C. ON 9" A.B.C.

- ⑮ CONSTRUCT CONCRETE DRIVEWAY ACCESS PER ADOT STD DTL C-05.20. CONTRACTOR SHALL INCORPORATE SIDEWALK RAMP w/ DETECTABLE WARNING STRIP.
- ⑯ INSTALL TEMPORARY STOP SIGN OVER COLUMN FORM. SIGNAGE TO BE SUPPLIED BY TOWN.
- ⑰ INSTALL COLUMN FORM FOR STREET SIGN LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.



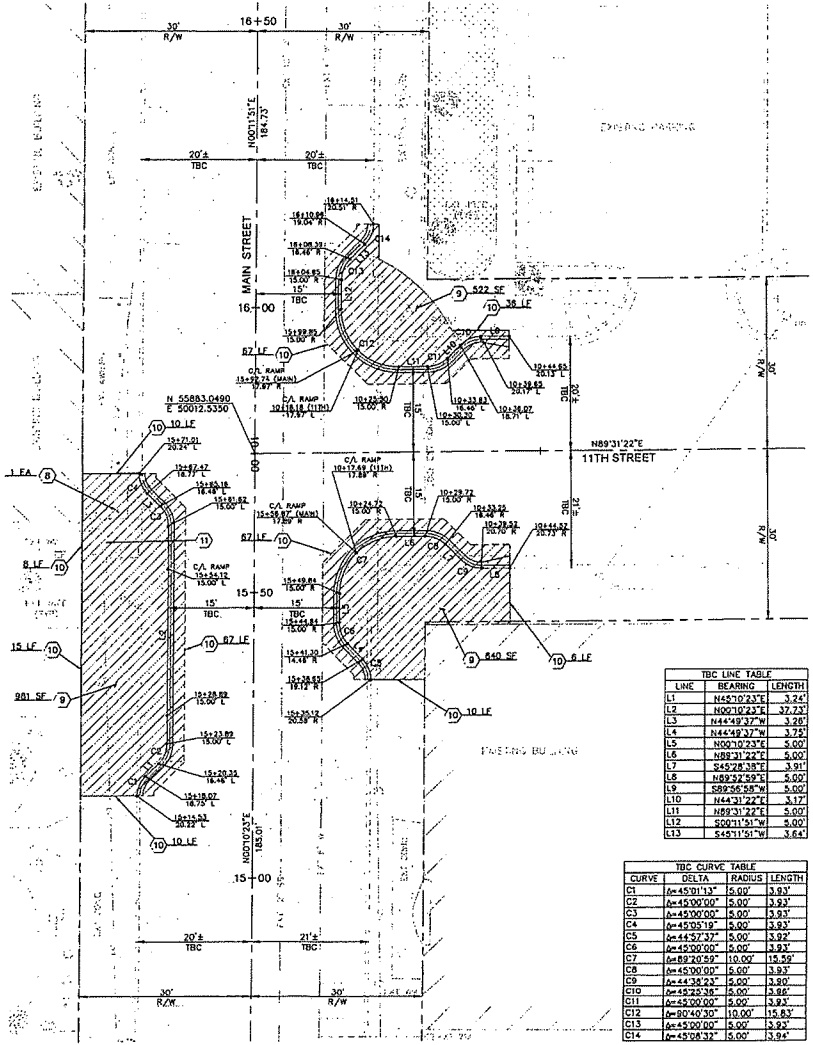
DATE	BY	REVISION

**TOWN OF FLORENCE
MAIN STREET ROADWAY IMPROVEMENTS
DEMOLITION AND CONSTRUCTION PLAN
11 TH STREET HANDI-CAP RAMPS**



C201
SHEET 5 OF 10
V.3 R.

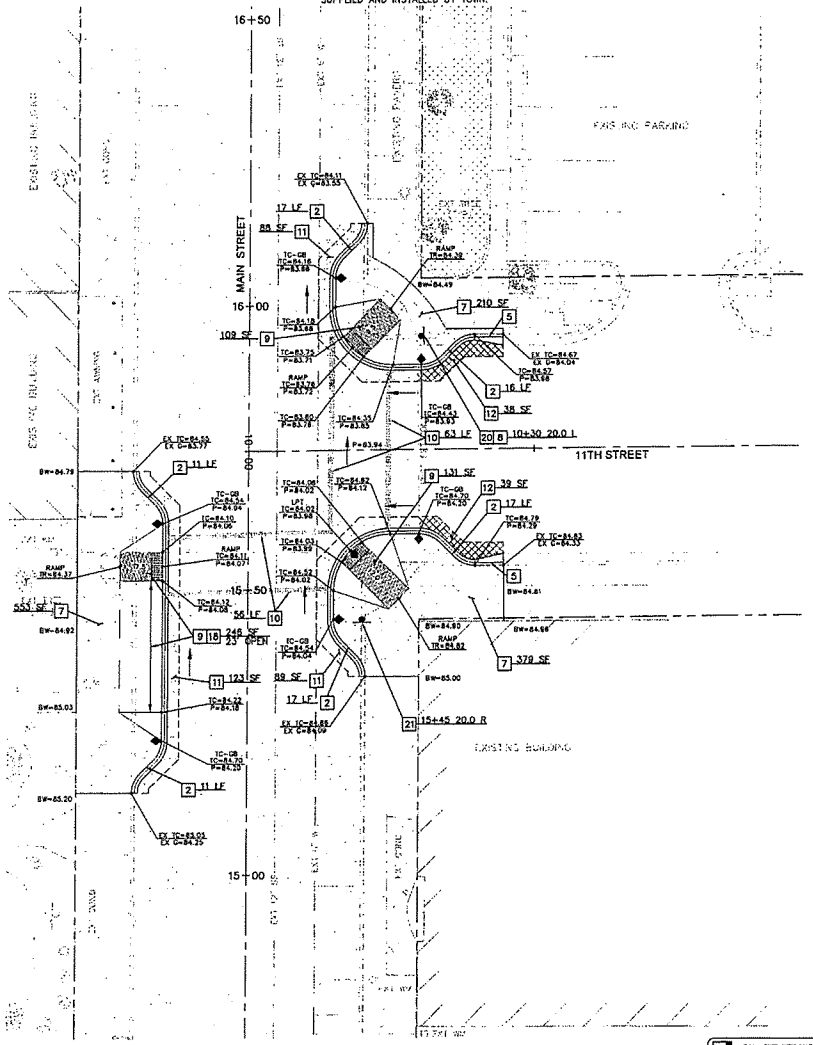
DATE: 11/27/17, FLORENCE, SOUTH CAROLINA. SHEET: 11TH STREET HANDI-CAP RAMPS. SCALE: 1"=10'. DRAWN BY: [unreadable]



LINE	BEARING	LENGTH
L1	N45°02'23"E	3.24'
L2	N00°10'27"E	37.23'
L3	N44°49'37"W	3.20'
L4	N44°49'37"W	3.25'
L5	N00°10'27"E	5.00'
L6	N89°31'22"E	5.00'
L7	S45°28'38"E	3.91'
L8	N89°31'22"E	5.00'
L9	S89°35'58"W	5.00'
L10	N44°31'22"E	3.17'
L11	N89°31'22"E	5.00'
L12	S00°11'31"W	5.00'
L13	S45°11'51"W	3.64'

CURVE	DELTA	RADIUS	LENGTH
C1	∠=45°01'13"	5.60'	3.93'
C2	∠=45°00'00"	5.00'	3.93'
C3	∠=45°00'00"	5.00'	3.93'
C4	∠=45°05'19"	5.00'	3.93'
C5	∠=44°57'37"	5.00'	3.92'
C6	∠=45°00'00"	5.00'	3.93'
C7	∠=89°30'59"	10.00'	19.59'
C8	∠=45°00'00"	5.00'	3.93'
C9	∠=44°58'22"	5.00'	3.90'
C10	∠=45°00'00"	5.00'	3.90'
C11	∠=45°00'00"	5.00'	3.93'
C12	∠=89°40'30"	10.00'	19.83'
C13	∠=45°00'00"	5.00'	3.93'
C14	∠=45°08'32"	5.00'	3.94'

**11TH STREET
DEMOLITION & DIMENSIONING PLAN**



**11TH STREET
CONSTRUCTION & GRADING PLAN**

CALL TWO WORKING DAYS BEFORE YOU DIG
203-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

KEY NOTE LEGEND

DEMOLITION NOTES

1 REMOVE ALL EXISTING INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO: SIDEWALK, CURB & GUTTER, PAVEMENT, SIDEWALK RAMPS, STREET LIGHTS LIGHTS, SIGNAGE AND PLANNERS. COORDINATE WITH TOWN FOR SALVAGE AND/OR PROPER DISPOSAL.

10 SAWCUT EXISTING PAVEMENT A MIN. OF 2" TO A NEAT, CLEAN EDGE PER MAG SPEC 601.2.7 AND APPLY NEW PAVEMENT PER REQUIRED PAVEMENT SECTION, BASE AND TACK COATS AT THE SAWCUT SHALL BE INSPECTED FOR APPROVAL BY TOWN ENGINEER PRIOR TO LAYING NEW SURFACE.

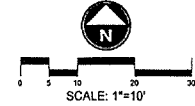
CONSTRUCTION NOTES

2 CONSTRUCT 6" CURB & GUTTER PER ADOT STD DTL C-05.10, TYPE 'A'.
 3 CONSTRUCT 5" CURB & GUTTER TRANSITION PER ADOT STD DTL C-05.12, TYPE '7'.
 7 CONSTRUCT 4" CONCRETE SIDEWALK, AS SHOWN, PER MAG STD DTL 230 w/ FINISH PER TOWN REQUIREMENTS.

8 INSTALL COLUMN FORM FOR STOP SIGN. LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.
 9 CONSTRUCT CONCRETE SIDEWALK RAMP PER ADOT STD DTL C-05.30, TYPE 'B' AND PER MODIFIED DETAILS SHEET C102 w/ DETECTABLE WARNING STRIP.

10 12" SOLID WHITE (12SW) CROSSWALK PER DETAIL SHEET C102
 11 CONSTRUCT CONCRETE PAVEMENT SECTION 6" P.C.C.P. ON 6" A.B.C.
 12 CONSTRUCT ASPHALT PAVEMENT SECTION 5" A.C. ON 9" A.B.C.
 15 ADJUST VALVE BOX FRAME & COVER TO FINISH GRADE PER MAG STD DTL 270

20 INSTALL TEMPORARY STOP SIGN OVER COLUMN FORM. SIGNAGE TO BE SUPPLIED BY TOWN.
 21 INSTALL COLUMN FORM FOR STREET SIGN LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.
 22 CONDUIT SUPPLIED AND INSTALLED BY TOWN. COORDINATE INSTALLATION AND SCHEDULE WITH TOWN PUBLIC WORKS PERSONNEL.



DATE	10/17/2012	BY	STAFF
REVISION		DATE	STAFF
DESCRIPTION		DATE	STAFF
SCALE		DATE	STAFF

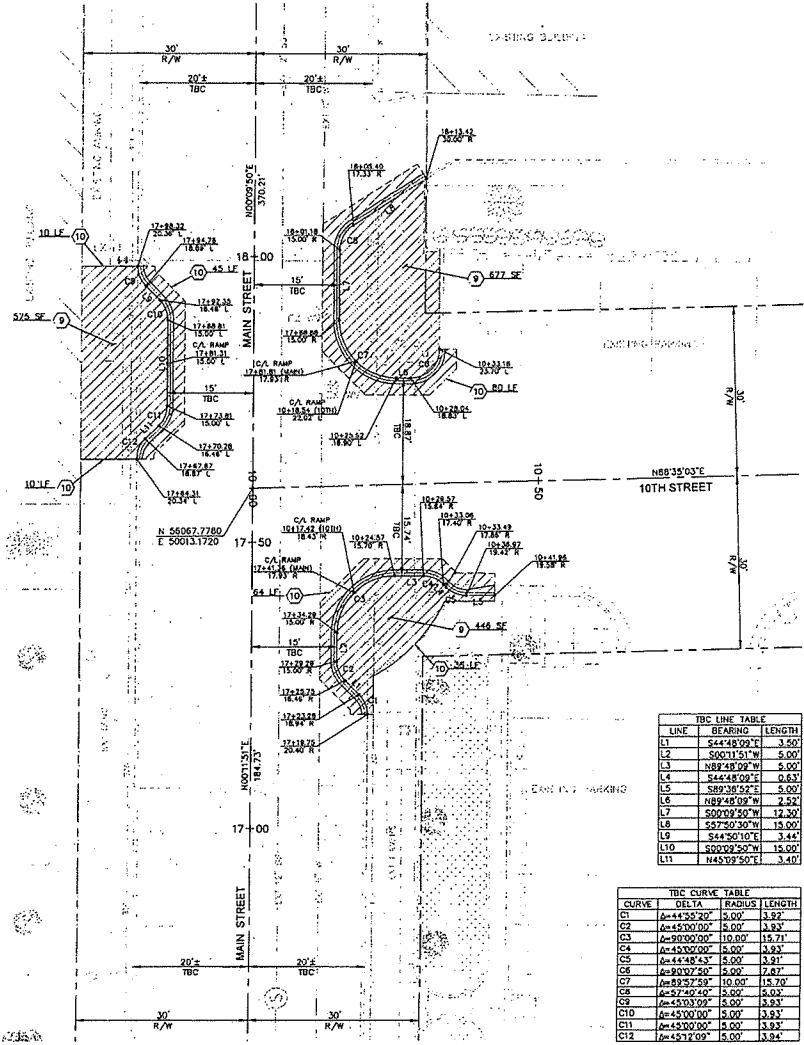
**TOWN OF FLORENCE
 MAIN STREET ROADWAY IMPROVEMENTS
 DEMOLITION AND CONSTRUCTION PLAN
 10 TH STREET HAND-CAP RAMPS**

TRAVIS B. BAXTER, INC.
 1010 N. 10TH STREET
 FLORENCE, AZ
 85001
 (480) 858-6881



C202
 SHEET 6 OF 10
 V.3 R.

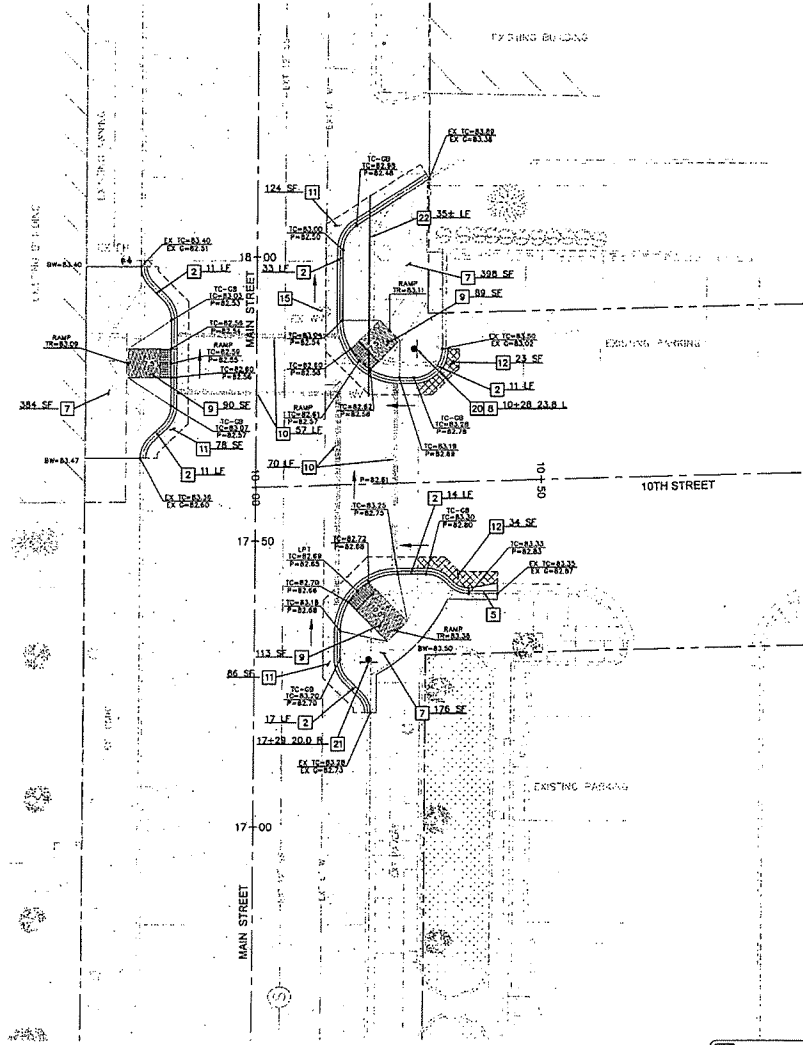
10/17/2012 Florence 10th Street Hand-Cap Ramps 10th Street Hand-Cap Ramps 10th Street Hand-Cap Ramps 10th Street Hand-Cap Ramps 10th Street Hand-Cap Ramps



LINE	BEARING	LENGTH
L1	S44°48'09\"E	3.50'
L2	S00°13'51\"W	5.00'
L3	N89°48'09\"W	5.00'
L4	S44°48'09\"E	0.63'
L5	S89°38'52\"E	5.00'
L6	N89°48'09\"W	2.50'
L7	S00°02'50\"W	12.30'
L8	S57°50'30\"W	15.00'
L9	S44°50'10\"E	3.44'
L10	S00°02'50\"W	15.00'
L11	N45°12'50\"E	3.40'

CURVE	DELTA	RADIUS	LENGTH
C1	Δ=44°50'20\"	5.00'	3.97'
C2	Δ=53°00'00\"	5.00'	3.93'
C3	Δ=90°00'00\"	10.00'	15.71'
C4	Δ=45°00'00\"	5.00'	3.93'
C5	Δ=45°45'3\"	5.00'	3.91'
C6	Δ=80°07'50\"	5.00'	7.87'
C7	Δ=89°57'49\"	10.00'	15.70'
C8	Δ=57°49'00\"	5.00'	3.93'
C9	Δ=45°03'09\"	5.00'	3.93'
C10	Δ=45°00'00\"	5.00'	3.93'
C11	Δ=45°00'00\"	5.00'	3.93'
C12	Δ=45°12'09\"	5.00'	3.94'

**10TH STREET
 DEMOLITION & DIMENSIONING PLAN**



**10TH STREET
 CONSTRUCTION & GRADING PLAN**

CALL TWO WORKING DAYS
 BEFORE YOU DIG
 263-1100
 1-800-STAKE-IT
 (OUTSIDE MARICOPA COUNTY)

KEY NOTE LEGEND

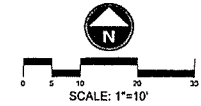
DEMOLITION NOTES

- ① CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS TO PRESERVE AND PROTECT OR REPLACE AWNING SUPPORTS
- ② REMOVE ALL EXISTING INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO SIDEWALK, CURB & GUTTER, PAYMENT, SIDEWALK RAMPS, STREET LIGHTS LIGHTS, SIGNAGE AND PLANTERS. COORDINATE WITH TOWN FOR SALVAGE AND/OR PROPER DISPOSAL

- ⑩ SAWCUT EXISTING PAVEMENT A MIN. OF 2' TO A NEAT, CLEAN EDGE PER MAG SPEC 601.2.7 AND APPLY NEW PAVEMENT PER REQUIRED PAVEMENT SECTION, BASE AND TACK COATS AT THE SAWCUT SHALL BE INSPECTED FOR APPROVAL BY TOWN ENGINEER PRIOR TO MAKING NEW SURFACE

CONSTRUCTION NOTES

- ② CONSTRUCT 6" CURB & GUTTER PER ADOT STD DTL C-05.10, TYPE 'A'
- ⑦ CONSTRUCT 4" CONCRETE SIDEWALK, AS SHOWN, PER MAG STD DTL 230 w/ FINISH PER TOWN REQUIREMENTS
- ⑨ CONSTRUCT CONCRETE SIDEWALK RAMP PER ADOT STD DTL C-05.30, TYPE 'B' AND PER MODIFIED DETAILS SHEET C102 w/ DETECTABLE WARNING STRIP
- ⑩ 12" SOLID WHITE (125W) CROSSWALK PER DETAIL SHEET C102
- ⑪ CONSTRUCT CONCRETE PAVEMENT SECTION 6" P.C.C.P. ON 6" A.B.C.



DATE	REVISED	BY	REASON

**TOWN OF FLORENCE
MAIN STREET ROADWAY IMPROVEMENTS
DEMOLITION AND CONSTRUCTION PLAN
MAIN STREET MID BLOCK HANDI-CAP RAMPS**

1510 N. PROSPER BL.
FLORENCE, SC 29502
910.555.1111

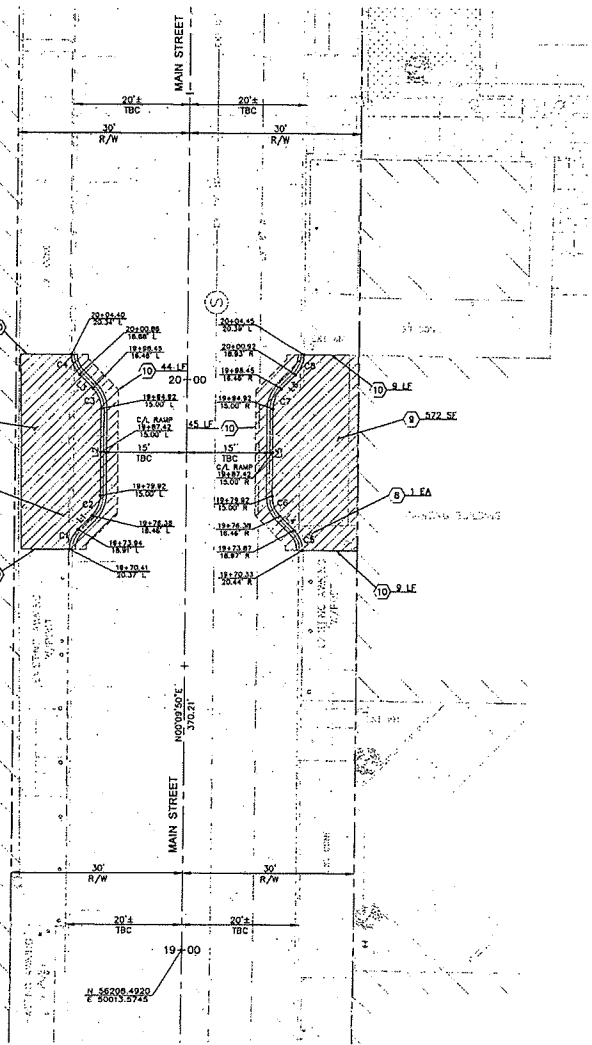
BAXTER DESIGN GROUP
(803) 518-6091

C203
SHEET 7 OF 10
V.3 R.

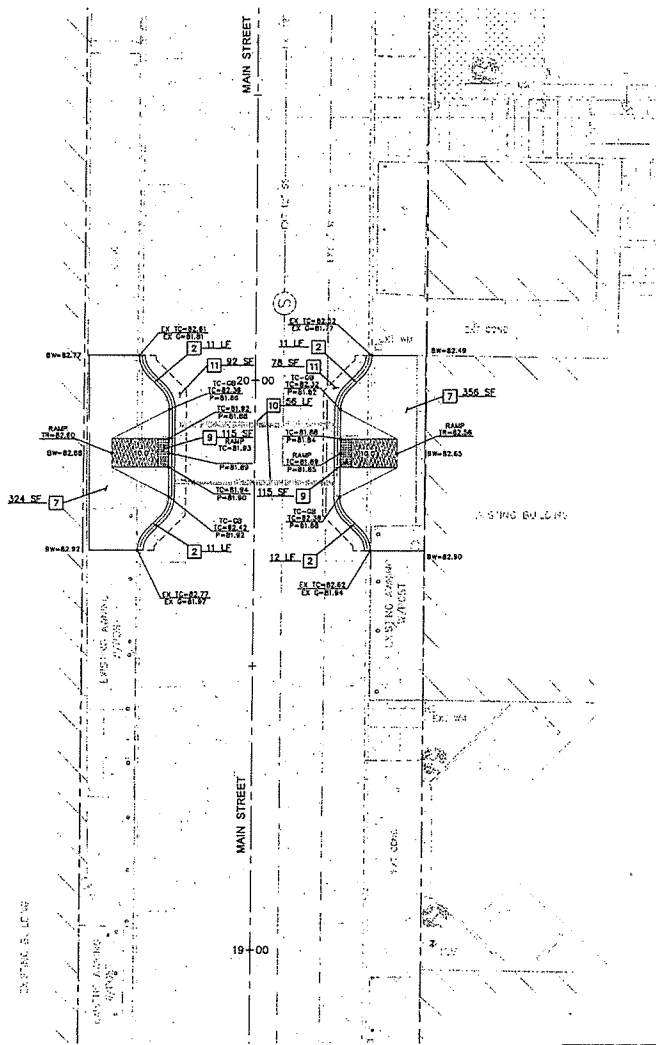
CALL TWO WORKING DAYS BEFORE YOU DIE
263-1100
1-800-STAKE-IT
(OUTSIDE HARTCO COUNTY)

LINE	BEARING	LENGTH
L1	S45°09'50"W	3.46'
L2	S00°09'50"W	15.00'
L3	S44°53'10"E	3.41'
L4	S44°50'10"E	3.25'
L5	S00°09'50"W	15.00'
L6	S45°09'50"W	3.49'

CURVE	DELTA	RADIUS	LENGTH
C1	∠=44°53'11"	5.00'	3.22'
C2	∠=45°00'00"	5.00'	3.93'
C3	∠=45°00'00"	5.00'	3.93'
C4	∠=45°02'22"	5.00'	3.93'
C5	∠=45°02'04"	5.00'	3.93'
C6	∠=45°00'00"	5.00'	3.93'
C7	∠=45°00'00"	5.00'	3.93'
C8	∠=45°01'20"	5.00'	3.93'



**MAIN STREET MID BLOCK
DEMOLITION & DIMENSIONING PLAN**



**MAIN STREET MID BLOCK
CONSTRUCTION & GRADING PLAN**

plan:R:\177 Florence Main Street Ramp\03-PAK1.dwg, the name:177-MAIN ST-C200-311.dwg | last edit: May 07, 2013 11:01:11 AM by: r. hester

KEY NOTE LEGEND

DEMOLITION NOTES

- (3) CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS TO PRESERVE AND PROTECT OR REPLACE ANNING SUPPORTS.
- (4) REMOVE ALL EXISTING INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO: SIDEWALK, CURB & GUTTER, PAVEMENT, SIDEWALK RAMPS, STREET LIGHTS LIGHTS, SIGNAGE AND PLANTERS. COORDINATE WITH TOWN FOR SALVAGE AND/OR PROPER DISPOSAL.

- (10) SAWCUT EXISTING PAVEMENT A MIN. OF 2" TO A NEAT, CLEAN EDGE PER MAG SPEC SOI.2.PAND APPLY NEW PAVEMENT PER REQUIRED PAVEMENT SECTION, BASE AND TACK COATS AT THE SAWCUT SHALL BE INSPECTED FOR APPROVAL BY TOWN ENGINEER PRIOR TO MAKING NEW SURFACE.

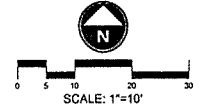
CONSTRUCTION NOTES

- (2) CONSTRUCT 6" CURB & GUTTER PER ADOT STD DTL C-05.10, TYPE "A".
- (5) CONSTRUCT 5" CURB & GUTTER TRANSITION PER ADOT STD DTL C-05.12, TYPE "7".
- (7) CONSTRUCT 4" CONCRETE SIDEWALK, AS SHOWN, PER MAG STD DTL 230 w/ FINISH PER TOWN REQUIREMENTS.

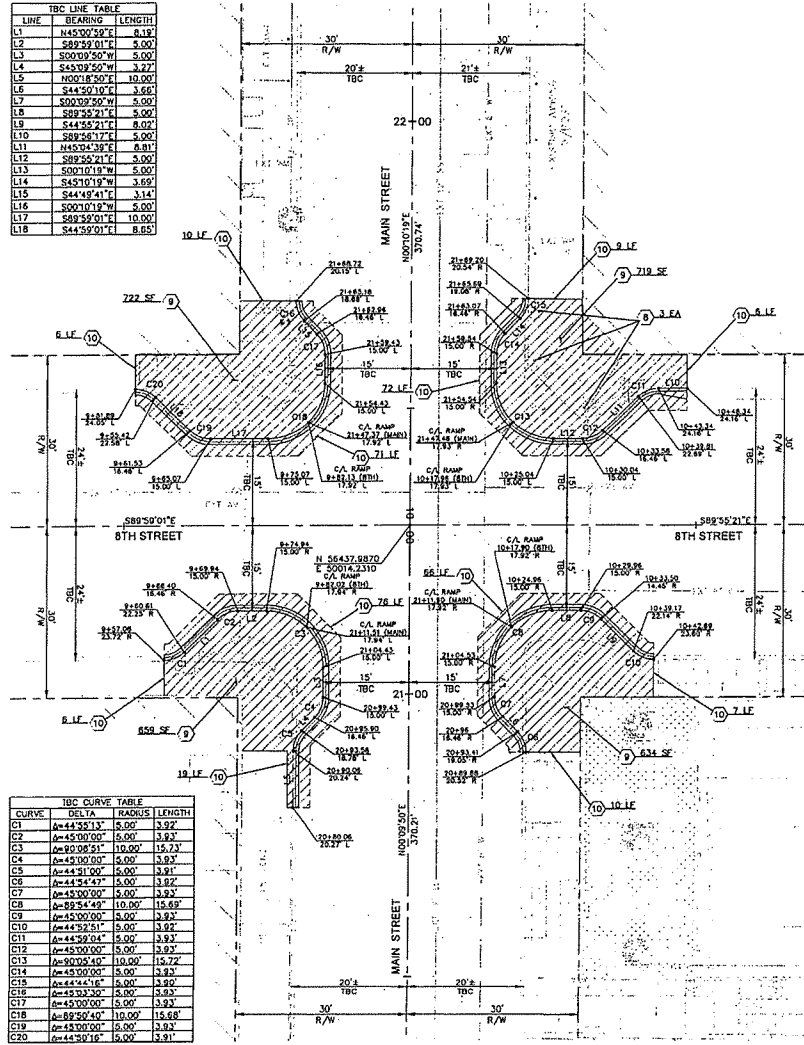
- (8) INSTALL COLUMN FORM FOR STOP SIGN, LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.
- (9) CONSTRUCT CONCRETE SIDEWALK RAMP PER ADOT STD DTL C-05.30, TYPE "B" AND PER MODIFIED DETAILS SHEET C102 w/ DETECTABLE WARNING STRIP.

- (12) 12" SOLID WHITE (12SW) CROSSWALK PER DETAIL SHEET C102
- (11) CONSTRUCT CONCRETE PAVEMENT SECTION 6" P.C.C.P. ON 6" A.B.C.
- (12) CONSTRUCT ASPHALT PAVEMENT SECTION 5" A.C. ON 9" A.B.C.
- (17) ADJUST FIRE HYDRANT, VALVE & COVER TO FINISH GRADE, COORDINATE w/10' ENG.

- (20) INSTALL TEMPORARY STOP SIGN OVER COLUMN FORM. SIGNAGE TO BE SUPPLIED BY TOWN.
- (21) INSTALL COLUMN FORM FOR STREET SIGN LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.
- (22) CONDUIT SUPPLIED AND INSTALLED BY TOWN. COORDINATE INSTALLATION AND SCHEDULE WITH TOWN PUBLIC WORKS PERSONNEL.

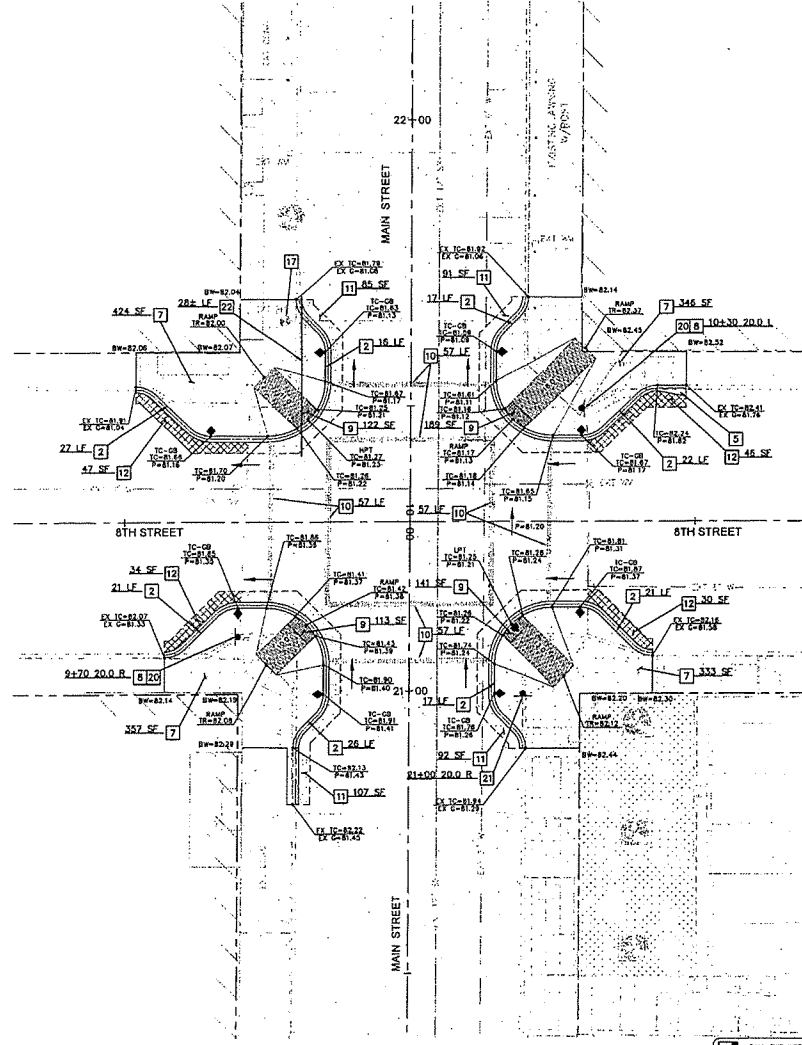


LINE	BEARING	LENGTH
L1	N45°00'59"E	8.19'
L2	S89°58'01"W	5.00'
L3	S00°09'50"W	5.00'
L4	S45°09'50"W	3.77'
L5	N00°18'50"E	10.00'
L6	S44°50'10"W	3.66'
L7	S00°09'50"W	5.00'
L8	S89°58'21"W	5.00'
L9	S44°58'21"W	8.02'
L10	S89°58'17"W	5.00'
L11	N45°03'59"E	8.81'
L12	S89°58'21"W	5.00'
L13	S00°10'19"W	5.00'
L14	S45°10'19"W	3.69'
L15	S44°58'41"W	3.14'
L16	S00°10'19"W	5.00'
L17	S89°58'01"W	10.00'
L18	S44°59'01"W	8.83'



CURVE	DELTA	RADIUS	LENGTH
C1	A=44°55'13"	5.00'	3.92'
C2	A=45°00'00"	5.00'	3.87'
C3	A=89°08'54"	10.00'	15.73'
C4	A=45°00'00"	5.00'	3.93'
C5	A=44°51'00"	5.00'	3.91'
C6	A=44°54'47"	5.00'	3.92'
C7	A=45°00'00"	5.00'	3.92'
C8	A=89°54'49"	10.00'	15.69'
C9	A=45°00'00"	5.00'	3.92'
C10	A=44°52'51"	5.00'	3.92'
C11	A=44°59'04"	5.00'	3.93'
C12	A=45°00'00"	5.00'	3.92'
C13	A=90°09'40"	10.00'	15.72'
C14	A=45°00'00"	5.00'	3.93'
C15	A=44°44'16"	5.00'	3.90'
C16	A=45°00'00"	5.00'	3.92'
C17	A=45°00'00"	5.00'	3.93'
C18	A=89°50'49"	10.00'	15.68'
C19	A=45°00'00"	5.00'	3.92'
C20	A=44°50'16"	5.00'	3.91'

**8TH STREET
DEMOLITION & DIMENSIONING PLAN**



**8TH STREET
CONSTRUCTION & GRADING PLAN**

CALL THE WORKING DAYS BEFORE YOU GO
263-1100
1-800-STAKE-17
(OUTSIDE MARICOPA COUNTY)



DATE	DESCRIPTION

**TOWN OF FLORENCE
MAIN STREET ROADWAY IMPROVEMENTS
DEMOLITION AND CONSTRUCTION PLAN
8 TH STREET HANDI-CAP RAMPS**

7808 N. DENVER BL.
PHOENIX, AZ 85028
602.998.8888



C204
SHEET 8 OF 10
V.3 R.

path: \\1177 Florence Main Street Romp\3D-PAVE\ Its name 1177-JAN 31-C204-51E.dwg 1 plot date: May 07, 2013 _plotter by: stpccr

KEY NOTE LEGEND

DEMOLITION NOTES

- 1 CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS TO PRESERVE AND PROTECT OR REPLACE ANY/SUPPORTS.
- 2 REMOVE ALL EXISTING INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO: SIDEWALK, CURB & GUTTER, PAVEMENT, SIDEWALK RAMPS, STREET LIGHTS LIGHTS, SIGNAGE AND PLANTERS. COORDINATE WITH TOWN FOR SALVAGE AND/OR PROPER DISPOSAL.

- 10 SAWCUT EXISTING PAVEMENT A MIN. OF 2" TO A NEAT, CLEAN EDGE PER MAG SPEC 601.2.7 AND APPLY NEW PAVEMENT PER REQUIRED PAVEMENT SECTION. BASE AND TACK COATS AT THE SAWCUT SHALL BE INSPECTED FOR APPROVAL BY TOWN ENGINEER PRIOR TO MATING NEW SURFACE.

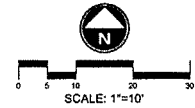
CONSTRUCTION NOTES

- 2 CONSTRUCT 6" CURB & GUTTER PER ADOT STD DTL C-05.10, TYPE 'A'.
- 5 CONSTRUCT 3" CURB & GUTTER TRANSITION PER ADOT STD DTL C-05.12, TYPE '7'.
- 7 CONSTRUCT 4" CONCRETE SIDEWALK, AS SHOWN, PER MAG STD DTL 230 w/FINISH PER TOWN REQUIREMENTS.

- 8 INSTALL COLUMN FORM FOR STOP SIGN. LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.
- 9 CONSTRUCT CONCRETE SIDEWALK RAMP PER ADOT STD DTL C-05.30, TYPE 'B' AND PER ADOPTED DETAILS SHEET C102 w/DETECTABLE WARNING STRIP.

- 10 12" SOLID WHITE (125W) CROSSWALK PER DETAIL SHEET C102.
- 11 CONSTRUCT CONCRETE PAVEMENT SECTION 6" P.C.C.P. ON 6" A.B.C.
- 12 CONSTRUCT ASPHALT PAVEMENT SECTION 3" A.C. ON 9" A.B.C.
- 15 ADJUST VALVE BOX FRAME & COVER TO FINISH GRADE PER MAG STD DTL 270.

- 16 INSTALL WATER METER BOX PER MAG STD DTL 320, COORDINATE w/POC ENG. FOR METER RELOCATION OR REPLACEMENT.
- 20 INSTALL TEMPORARY STOP SIGN OVER COLUMN FORM. SIGNAGE TO BE SUPPLIED BY TOWN.
- 21 INSTALL COLUMN FORM FOR STREET SIGN LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.

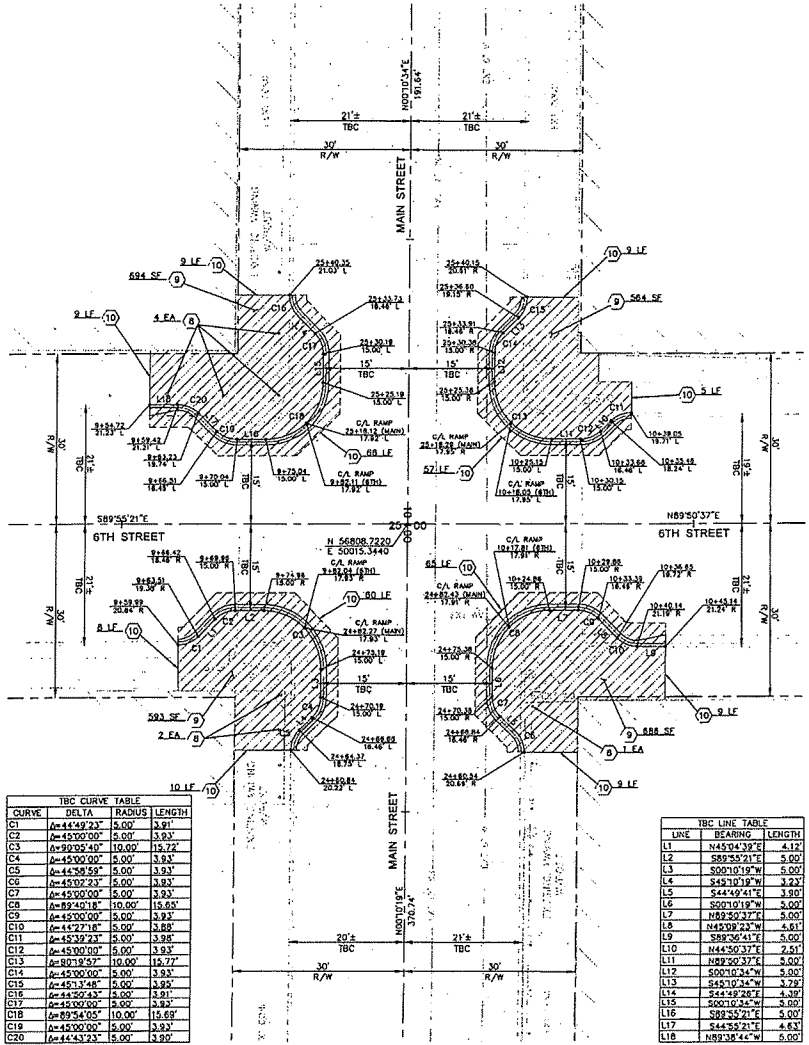


NO.	DATE	BY	REVISION

TOWN OF FLORENCE
MAIN STREET ROADWAY IMPROVEMENTS
 DEMOLITION AND CONSTRUCTION PLAN
6 TH STREET HANDI-CAP RAMPS



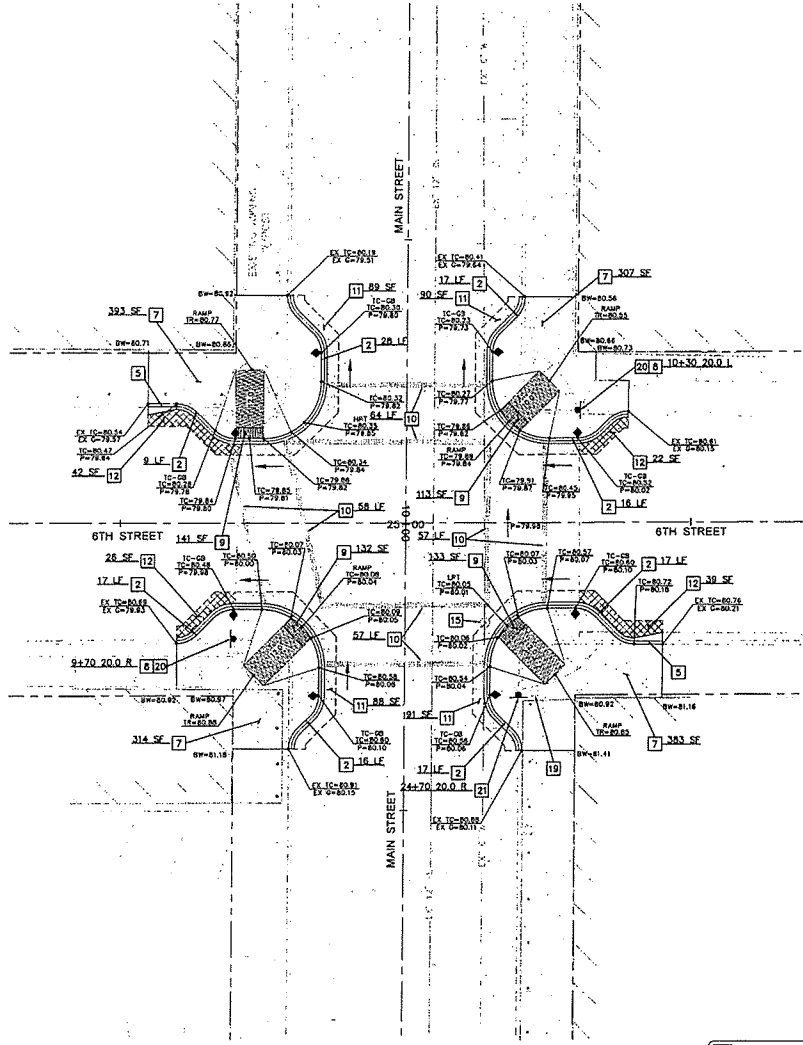
C205
 SHEET 9 OF 10
 V. 3 R.



CURVE	DELTA	RADIUS	LENGTH
C1	Δ=44°42'23"	5.00	3.91
C2	Δ=45°00'00"	5.00	3.93
C3	Δ=50°02'40"	10.00	15.72
C4	Δ=45°00'00"	5.00	3.93
C5	Δ=44°58'59"	5.00	3.93
C6	Δ=45°02'23"	5.00	3.93
C7	Δ=45°00'00"	5.00	3.93
C8	Δ=45°42'18"	10.00	15.82
C9	Δ=45°00'00"	5.00	3.93
C10	Δ=47°27'18"	5.00	3.88
C11	Δ=45°32'23"	5.00	3.98
C12	Δ=45°00'00"	5.00	3.93
C13	Δ=50°18'57"	10.00	15.77
C14	Δ=45°00'00"	5.00	3.93
C15	Δ=45°11'48"	5.00	3.92
C16	Δ=44°50'43"	5.00	3.91
C17	Δ=45°00'00"	5.00	3.93
C18	Δ=45°00'00"	5.00	3.93
C19	Δ=50°18'57"	10.00	15.89
C20	Δ=44°43'23"	5.00	3.90

LINE	BEARING	LENGTH
L1	N45°04'39"E	4.12
L2	S89°35'21"E	5.00
L3	S09°10'19"W	5.00
L4	S49°10'19"W	3.23
L5	S44°49'21"E	3.90
L6	S09°10'19"W	5.00
L7	N82°50'37"E	5.00
L8	N49°39'24"W	4.61
L9	S89°35'21"E	5.00
L10	N44°50'37"E	2.51
L11	N82°50'37"E	5.00
L12	S00°10'34"W	5.00
L13	S45°10'34"W	3.79
L14	S44°49'26"E	4.38
L15	S00°10'34"W	5.00
L16	S89°35'21"E	5.00
L17	S44°52'21"E	4.63
L18	N89°38'44"W	5.00

6TH STREET DEMOLITION & DIMENSIONING PLAN



6TH STREET CONSTRUCTION & GRADING PLAN

CALL TWO WORKING DAYS BEFORE YOU GO
 263-1100
 1-800-STAKE-IT
 (OUTSIDE MARICOPA COUNTY)

path:\1177\Florence_Main_Street_Ramp\A\02-PAK1_Rev.dwg, 11/17/2023, 11:44:58 AM, 11/17/2023, 11:44:58 AM, 11/17/2023, 11:44:58 AM, 11/17/2023, 11:44:58 AM

KEY NOTE LEGEND

DEMOLITION NOTES

⑨ REMOVE ALL EXISTING INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO: SIDEWALK, CURB & GUTTER, PAVEMENT, SIDEWALK RAMPS, STREET LIGHTS LIGHTS, SIGNAGE AND PLANTERS. COORDINATE WITH TOWN FOR SALVAGE AND/OR PROPER DISPOSAL.

⑩ SAWCUT EXISTING PAVEMENT A MIN. OF 2' TO A NEAT, CLEAN EDGE PER MAG SPEC 601.2.7 AND APPLY NEW PAVEMENT PER REQUIRED PAYMENT SECTION. BASE AND TACK COATS AT THE SAWCUT SHALL BE INSPECTED FOR APPROVAL BY TOWN ENGINEER PRIOR TO LAYING NEW SURFACE.

⑫ CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS TO PRESERVE AND PROTECT OR REPLACE CONCRETE STEPS.

CONSTRUCTION NOTES

③ CONSTRUCT 6" CURB & GUTTER PER ADOT STD DTL C-05.10, TYPE 'D'.

⑤ CONSTRUCT 5' CURB & GUTTER TRANSITION PER ADOT STD DTL C-05.12, TYPE '7'.

⑥ CONSTRUCT 5' CURB & GUTTER TRANSITION PER MAG STD DTL 231.

⑦ CONSTRUCT 4" CONCRETE SIDEWALK, AS SHOWN, PER MAG STD DTL 230 w/ FINISH PER TOWN REQUIREMENTS.

⑧ INSTALL COLUMN FORM FOR STOP SIGN. LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.

⑩ CONSTRUCT CONCRETE SIDEWALK RAMP PER ADOT STD DTL C-05.30, TYPE 'B' AND PER MODIFIED DETAILS SHEET C102 w/ DETECTABLE WARNING STRIP.

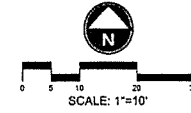
⑪ 12" SOLID WHITE (12SW) CROSSWALK PER DETAIL SHEET C102.

⑫ CONSTRUCT ASPHALT PAVEMENT SECTION 5' A.C. OR 9" A.B.C.

⑬ ADJUST FIRE HYDRANT, VALVE & COVER TO FINISH GRADE, COORDINATE w/ TWP ENG.

⑭ INSTALL TEMPORARY STOP SIGN OVER COLUMN FORM. SIGNAGE TO BE SUPPLIED BY TOWN.

⑮ INSTALL COLUMN FORM FOR STREET SIGN LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.



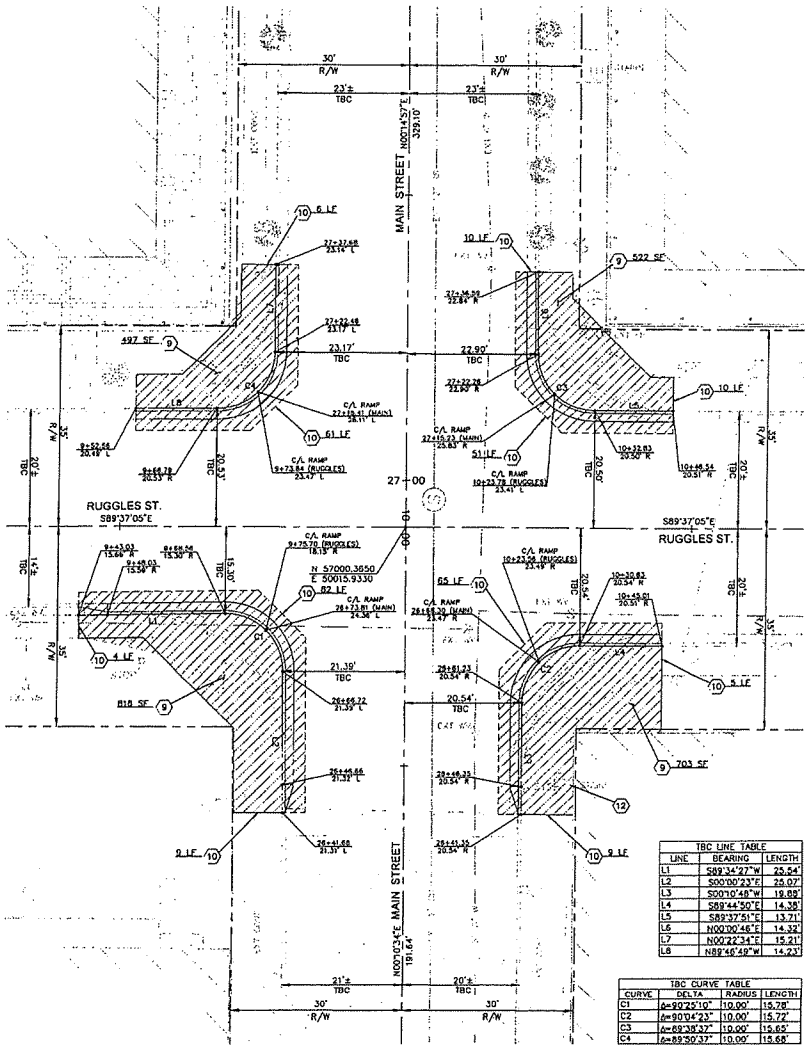
REV.	DATE	BY	CHKD.	DESCRIPTION

TOWN OF FLORENCE
MAIN STREET ROADWAY IMPROVEMENTS
DEMOLITION AND CONSTRUCTION PLAN
RUGGLES STREET HANDI-CAP RAMPS



C206
SHEET 10 OF 10
V. 3 R. _

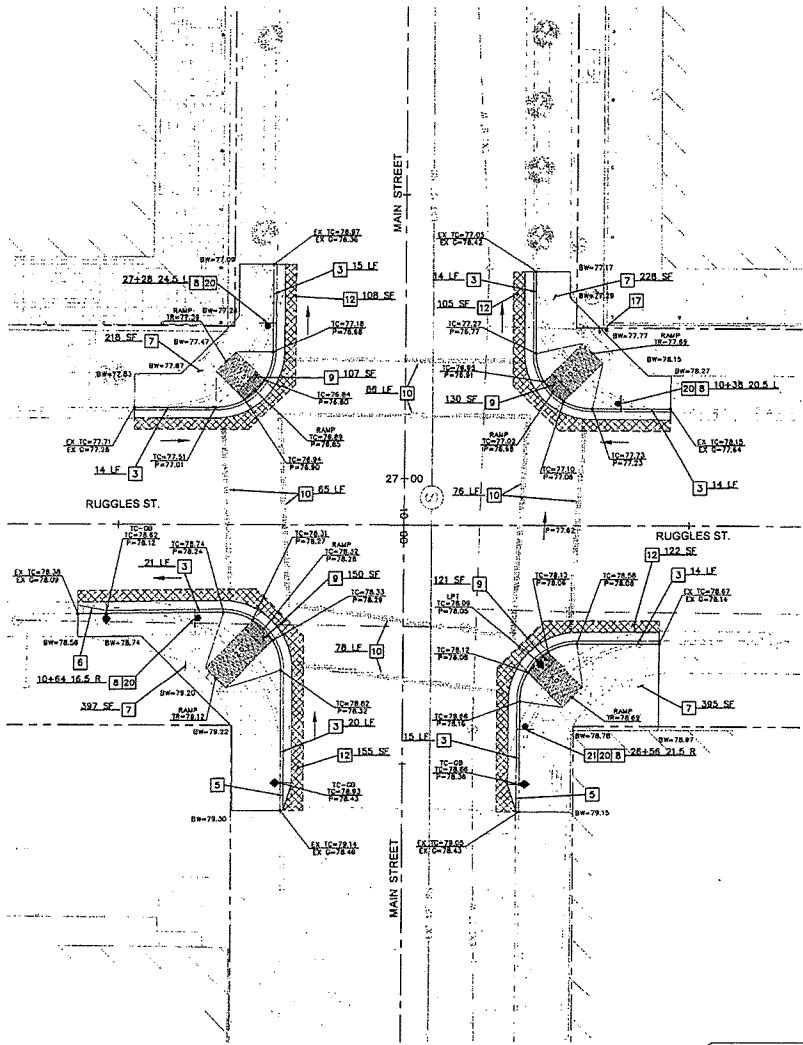
path:\R177 Florence Main Street Roadway Imp-Pave.dwg | plot date: May 07, 2013 1:40:16 PM | printed by: standers



LINE	BEARING	LENGTH
L1	S89°34'27"W	25.54'
L2	S00°00'23"E	25.07'
L3	S00°10'48"W	19.89'
L4	S89°44'50"E	14.36'
L5	S89°37'51"E	13.71'
L6	N00°00'45"E	14.32'
L7	N00°22'34"E	15.21'
L8	N89°45'40"W	14.23'

CURVE	DELTA	RADIUS	LENGTH
C1	Δ=20°22'10"	110.00'	16.78'
C2	Δ=10°24'23"	110.00'	15.72'
C3	Δ=89°38'33"	110.00'	15.65'
C4	Δ=89°50'33"	110.00'	16.68'

RUGGLES STREET
DEMOLITION & DIMENSIONING PLAN



RUGGLES STREET
CONSTRUCTION & GRADING PLAN

CALL THE WORKING DAYS BEFORE YOU DIG
263-1100
1-800-STAKE-IT
(OUTSIDE WAREHOUSA COUNTY)

EXAMPLE

CONTRACT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the Town of FLORENCE, County of Pinal, State of Arizona (hereinafter called the "TOWN") acting herein by the Mayor of the Town of Florence, 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 ADA Curb Cuts Improvements.

NOW, THEREFORE the parties do mutually agree as follows:

1. Work

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

The Town of Florence has curb cuts and sidewalk ramps at the roadway intersections along Main Street extending from 12th Street on the South to Ruggles Street on the North within the core downtown area. These 24 such curb cuts and sidewalk ramps are in varying degrees of disrepair or do not necessary meet some of the ADA recognized requirements.

The project scope includes demolition and removal of these ramps and associated curb, gutter, pavement and other infrastructure. The re-construction shall include installation of curb cuts and ramps as well as curb and gutter and sidewalk in configurations constituting bulb-outs into the street. These bulb-outs will generate the additional length needed to accommodate ADA ramps as well as further delineating the on street parking stalls along Main Street. Minor utility modifications and coordination with property owners to preserve, protect and/or replace existing sidewalk awning supports shall be required.

The Contractor shall furnish all materials, labor, equipment, services, transportation and perform all the work for the Town's project known as the Main Street Roadway Improvements, Handi-Cap Access Ramps for the Town of Florence, Arizona as called for in the Specifications and Drawings. The proposer should prepare a detailed time schedule for completion. The Contractor will be required to lend all possible assistance in the preparation, investigation and documentation necessary for compliance with all applicable Davis Bacon/Federal Labor Standards, and other requirements of the Arizona Department of Housing, CDBG Program. The Contractor should be prepared to comply with all local, state and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations.

2. Access to Information

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

3. Project Manager - Administration

The TOWN has designated Wayne J. Costa, P.E. as project manager. The project manager shall be empowered to perform all administrative functions as required for management of the project and verification of compliance with CDBG requirements as delegated.

4. ENGINEER

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

5. Contract Times

The work will be completed and ready for final payment within 90 calendar days of the date in the Notice to Proceed.

6. 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 Two Hundred and Fifty Dollars (\$250) for each day that expires after the time specified for final completion until the work is complete and ready for final payment.

7. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed:

\$_____. Originals of the Applications for Payment are to be submitted, no later than the first day of the month to:

The Town of Florence
Attention: Wayne J. Costa, P.E.
Address: PO Box 2670
775 N. Main St.
Florence, Arizona, 85132.

Additionally, no later than the first day of the month, a copy of the Application for Payment is to be faxed or e-mailed to: Wayne J. Costa, P.E., Project Manager, Town of Florence (TOF), P.O. Box 2670, Florence, AZ 85132 at phone number (520) 868-7617, fax (520) 868-7637 Email Address: wayne.costa@florenceaz.gov

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

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

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

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

completion, the TOWN will retain five percent (5%) providing CONTRACTOR is making satisfactory progress, coupled with such deductions as ENGINEER or TOWN determines are appropriate to cover claims requiring a greater sum to be retained. If at any time, the TOWN, with the advice of the ENGINEER, determines satisfactory progress is not being made, ten percent (10%) retainage shall be reinstated for all subsequent payments in accordance with ARS §34-221.

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

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

The TOWN may deduct from each progress payment and final payment an amount equal to the TOWN's estimate of the liquidated damages then due or that would become due based on the TOWN's estimate of late completion of the work, if CONTRACTOR fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed to recover schedule.

All moneys not paid when due shall bear interest in accordance with ARS §34-221(G).

8. Indemnification

CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the TOWN and its agency members, CAG, the ENGINEER and the Arizona Department of Housing Development from and for any violation caused by him and shall assume full responsibility for payment of Federal, State and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.

9. Miscellaneous Provisions

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

10. Project Familiarity and Identification of Conflicts

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

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

11. Insurance

Certificate(s) of Insurance naming the TOWN and CAG as co-insured verifying the minimum coverages as listed below shall be delivered as specified in the Notice of Award prior to issuance of the Notice to Proceed: **COMPLETE THE FOLLOWING INSURANCE REQUIREMENTS AFTER CONSULTATION WITH LEGAL COUNSEL.**

- a. Workers' Compensation statutory
- b. Errors and Omissions \$100,000 each occurrence and annual aggregate
- c. Protective Bodily Injury
.....\$1,000,000 each occurrence and annual aggregate of \$2,000,000
- d. Protective Personal Property
.....\$1,000,000 each occurrence and annual aggregate of \$2,000,000
- e. Automobile Bodily Injury and Property Damage
.....\$1,000,000 each occurrence and annual aggregate of \$2,000,000
- f. Valuable Papers amount of this Contract

12. Timely Submission of Labor Standard Forms

All forms necessary for compliance with the Davis Bacon Wage Act, as identified in the Section Labor Standards shall be delivered to Lisa Padilla, Grants Coordinator, prior to issuance of the Notice to Proceed and subsequent Requests for Payment.

13. Contract Documents

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

INSERT LIST OF ACTUAL BIDDING DOCUMENTS

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

14. Terms and Conditions

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

15. Certifications

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

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

The TOWN of

Approved as to Form:

Town Attorney
James Mannato

Mayor
Thomas Rankin

Attest:

CONTRACTOR: _____

Town Clerk
Lisa Garcia

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 notice in writing 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 to this contract.

4. Personnel

- a. The CONTRACTOR represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the 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 subcontracted without the prior written approval of the TOWN. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

5. Assignability

The CONTRACTOR shall not assign any interest on this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the 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 five years after the expiration of this contract 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, the Arizona Dept. of Housing, or HUD.

9. Copyright

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

10. Compliance with Local Laws

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the State and local governments, and the CONTRACTOR shall save the 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.

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

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

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

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

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

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

13. Interest of Members of a TOWN 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.

14. Interest of Other Local Public Officials

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

15. Interest of CONTRACTOR and Employees

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

16. Handicapped Access

In performing all construction CONTRACTOR agrees to comply with the American National Standard Specifications for Making Buildings and Facilities Accessible to, and Usable By, the Physically Handicapped (ANSI) and the Americans with Disabilities Accessibility Guidelines (ADAAG). CONTRACTOR represents that he understands said standard specifications and same are incorporated herein by this reference.

17. Clean Air Act, Clean Water Act

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

18. Federal Labor Standards Provisions

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

The CONTRACTOR agrees to comply with the Federal Labor Standards Provisions (HUD Form 4010) which is incorporated by reference herein. The CONTRACTOR shall supply information to the 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.

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

Lisa Padilla, Grants Coordinator (TOF) will monitor compliance with such provisions and standards on behalf of the Town of Florence. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to TOF is listed below. Should you have any questions concerning Federal Labor Standards or the forms to be submitted, please feel free to call Lisa Padilla, at (520) 868-7513 or e-mail to lisa.padilla@florenceaz.gov.

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

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

LS3 CDBG SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS (2 pages)

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

LS4 WEEKLY PAYROLL REPORT (2 pages)

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

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

- a. Self-employed Owner: This person must be listed on the LS2 or LS3 as an owner, partner or principal (Section 5C) and must also be able to document that the business is bona fide via a tax ID number. Relatives of the owner who are not listed in Section 5C must be paid Davis Bacon and Related Acts wages. A subcontractor who cannot document that the business is bona fide must be listed as an employee on the prime contractor's Weekly Payroll Report.
- b. Apprentices: The contractor/subcontractor must provide written evidence of the registration of the program with the DOL Employment Training Administration, Bureau of Apprentices and Training (BAT) or a state apprenticeship agency. For additional information concerning apprentices, please call CAG.
- c. Youth Employment: These individuals must be employed in a bona fide summer youth employment or opportunity program. For additional information concerning apprentices, please call CAG.
- d. Other: On site but non-construction (non-hands on) superintendents, inspectors, engineers, watch persons, water carriers, messengers, clerical workers and working foremen who devote less than 20% of their time to construction work are exempt. If a foreman devotes more than 20% of his/her time to mechanic or laborer duties, they must be paid the applicable wage rate(s) for all hours worked.

LS5 STATEMENT OF COMPLIANCE (1 Page)

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

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

LS7 NOTICE TO ALL EMPLOYEES (1 Page)

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

LS15 AUTHORIZATION FOR DEDUCTIONS (1 Page)

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

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

VERIFICATION OF FRINGE BENEFIT PLAN

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

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

PRE-CONSTRUCTION CONFERENCE

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

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

NOTICE PROVISIONS

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

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

Applicability

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

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

Such laborers and mechanics shall be paid

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

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

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination, and
- (2)** The classification is utilized in the area by the construction industry, and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will

issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years* thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the

Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits,, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the

contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

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

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

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

C. Health and Safety

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54. 83 Stat 96).

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

(4010.doc)

Grantee: Town of Florence CDBG Contract No: CDBG # 111-12
Activity No: 2 Activity Name: ADA Curb Cuts

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

1. I, the undersigned, am submitting a bid to (name of grantee): Town of Florence
for the construction of the (name of project): ADA Curb Cuts
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 # AZ120010 Modification # 0; and that
 - c. the correction of any infractions of the aforesaid conditions, including infractions by any of my subcontractors and any lower tier subcontractors, is my responsibility.
2. I hereby certify that:
 - a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
 - b. No part of the aforementioned contract is or will be subcontracted to any subcontractor, if such subcontractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. I agree to obtain and forward to the aforementioned grantee, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by each and every subcontractor, preferably prior to or where circumstances do not allow within ten days after the execution of any subcontract, including those executed by his/her subcontractors and any lower tier subcontractors.
4. I hereby acknowledge that I am aware that should I sign a subcontract with a subcontractor or should that subcontractor sign a contract with a lower tiered subcontractor who is found to be ineligible to receive federal funds, I shall subtract such costs from the amount I will bill the grantee.
5. Further, I certify that:
 - a. The legal name and the business address of the undersigned are:

<u>Legal Name</u>	<u>Business Address</u> (include city, state & zip code)	<u>Contractor's Lic. No.</u>	<u>Tax ID No.</u>
<u>Standard Construction Company, Inc</u>	<u>810 E Western Avenue Avondale, AZ 85323</u>	<u>ROC166948</u>	<u>86-1036417</u>

b. The undersigned is:

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

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

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Steve Sutton	President	810 E Western Avenue Avondale, AZ 85323
Steve Blake	Vice President	810 E Western Avenue Avondale, AZ 85323
Diane C Sutton	Corp Sec./ Treasurer	810 E Western Avenue Avondale, AZ 85323


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

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>
None		

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

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE CLASSIFICATION</u>
None		

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

- a. Name of Contractor: Standard Construction Company, Inc
- b. Signature (in ink): 
- c. Type or Printed Name: Steve Sutton
- d. Title: President
- e. Date: May 31, 2013

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

Approval Use Only	
The contractor is eligible to participate in the CDBG funded construction project:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Comments: _____	
Person making this determination (typed or printed name): _____	
Signature _____	Date _____
Date grantee or CDBG Program notified of determination: _____	
Grantee or CDBG Program notified by: Mail <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> e-mail <input type="checkbox"/>	

LS-2.2 12/00

Grantee: Town of Florence CDBG Contract No: CDBG #111-12
Activity No: 2 Activity Name: ADA Curb Cuts

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

1. I, the undersigned, having submitted a bid to or having executed a contract with
(contractor or subcontractor): Standard Construction Company, Inc.
for (name of project): ADA Curb Cuts
for (nature of work): General Contractor - Sidewalk Improvement
in the amount of \$ 288,091.00 certify that:
 - a. The Labor Standards Provisions, (HUD 4010), are included in the aforementioned contract or bid:
 - b. Wage Decision # AZ120010 Modifications # 0 are included in the aforementioned contract or bid;
2. I hereby certify that:
 - a. To the best of my knowledge, neither I nor any firm, corporation, partnership or association in which I have a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5, (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
 - b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor, if such subcontractor or firm, corporation, partnership or association in which such subcontractor has a substantial interest is, to the best of my knowledge, been designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
3. I agree to obtain and forward to the contractor, for transmittal to the grantee prior to or within ten days after the execution of any lower subcontract, a Subcontractor's Certification concerning Labor Standards and Prevailing Wage Requirements, LS 3, executed by the lower tiered subcontractor.
4. I hereby acknowledge that I am aware that should I sign a subcontract with a subcontractor or should that subcontractor sign a contract with a lower tiered subcontractor who is found to be ineligible to receive federal funds, I shall subtract such costs from the amount I will bill the grantee.
5. I further certify that:
 - a. The legal name and the business address of the undersigned are:

<u>Legal Name</u>	<u>Business Address</u> (include city, state & zip code)	<u>Subcontractor License No.</u>	<u>Tax ID No.</u>
<u>Standard Construction Company, Inc</u>	<u>810 E Western Avenue</u> <u>Avondale, AZ 85323</u>	<u>ROCI66948</u>	<u>86-1036417</u>

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

LS-3.1 12/00

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

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Steve Sutton	President	810 E Western Avenue Avondale, AZ 85323
Steve Blake	Vice President	810 E Western Avenue Avondale, AZ 85323
Diane C Sutton	Corp Sec/Treasurer	810 E Western Avenue Avondale, AZ 85323

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

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>
None		

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

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE CLASSIFICATION</u>
None		

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

a. Name of Contractor: Standard Construction Company, Inc
b. Signature (in ink): [Signature]
c. Type or Printed Name: Steve Sutton, President
d. Title: President
e. Date: May 31, 2013

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

Approval Use Only	
Subcontractor is eligible to participate in the CDBG funded construction project:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Comments: _____	
Person making this determination: (typed or printed name): _____	
Signature _____	Date _____
Date grantee or CDBG program notified of determination: _____	
Grantee or CDBG Program notified by: Mail <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> e-mail <input type="checkbox"/>	

LS-3.2 12/00

LS-4 PAYROLL REPORT

NAME OF CONTRACTOR () OR SUBCONTRACTOR ()	ADDRESS
--	---------

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
-------------	-----------------	----------------------	----------------------

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	No. of WH Exe m	(2) WORK CLASSIFICATION	O T or S T	(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	WITH- HOLDING	OTHER	TOTAL		
																	DEDUCTIONS		
			O																
			S																
			O																
			S																
			O																
			S																
			O																
			S																
			O																
			S																

CDBG USE ONLY

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

LS-5 - STATEMENT OF COMPLIANCE

Date _____

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

do hereby state:

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

that during the payroll period commencing on the ____ day of _____, 19 ____, and ending the ____ day of _____, 19 ____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full weekly wages earned by _____ (Contractor or subcontractor)

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE	

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

NOTICE TO ALL EMPLOYEES

Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

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

APPRENTICES

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

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

Town of Florence Lisa Padilla Grants Division 520-868-7513

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

Grantee: _____ CDBG Contract No: _____
 Activity No: 2 Activity Name: _____

LS-15. AUTHORIZATION FOR DEDUCTIONS

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

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

1.a EMPLOYEE NAME	b. DATE	c. AMOUNT	d. PURPOSE
-------------------	---------	-----------	------------

 Printed Name

 Signature

 Printed Name

 Signature

 Printed Name

 Signature

 Printed Name

 Signature

 Printed Name

 Signature

(additional page attached: Yes No)

2. Name of Contractor/Sub:

 Signature of Authorized Representative

 Date

 Typed Name

 Phone Number

LS-15 2/98

Grantee: _____ CDBG Contract No: _____
 Activity No: 2 Activity Name: _____

LS-17. CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

ADA Curb Cuts Improvements:

NAME OF CONTRACTOR/SUB: _____

Provide the name, address, and telephone number of each Plan for fringe benefits provided. List for each classification if different.

1. Employee Classification:
Health and Welfare:
Pension:
Vacation:
Apprenticeship/Training:
Other:
2. Employee Classification:
Health and Welfare:
Pension:
Vacation:
Apprenticeship/Training:
Other:
3. Employee Classification:
Health and Welfare:
Pension:
Vacation:
Apprenticeship/Training:
Other:

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

 Signature (must be owner/principal/officer as shown on LS-2/3)

 Date

 Typed Name

 Title

SUPPLEMENTARY CONDITIONS

1. The Work Plan traffic control devices are incidental to the specific work at each location, intersection and/or place of business. The Traffic Control (2) line item in the Bid Table only refers in Traffic Control associated with the closure of intersections and/or sidewalks on a block by block scenario irrespective of a specific closure of business access at a place or access to specific businesses. The Town of Florence may provide the Traffic Control as noted in the Item 20 of the Bid Table- Line Items for the Project but not the Work Plan traffic control devices that are incidental to the specific work at each location, intersection and/or place of business.
2. A Performance and Payment Bond equal to one hundred (100%) percent of the Contract amount shall be provided in accordance with the form of bond to be provided by Grants Coordinator, Lisa Padilla, Town of Florence, (520) 868-7513.
3. The Bomanite Contractor for this work shall be Progressive Hardscapes, 2136 W. Melinda Lane, Phoenix, AZ 85027. (Bus) 623-582-2274; (Fax) 623-682-1751; E-mail: mike@progressivehardscapes.com
4. GENERAL: All construction shall be in compliance with the "Uniform Standard Specifications for Public Works Construction," which are sponsored and distributed by the Maricopa Association of Governments. Copies of these documents, with revisions, are on file in the office of The Town Engineer of the Town of Florence, and are hereby made a part of these Contract Documents. Whenever in the Uniform Standard Specifications, the words "The Contracting Agency" are used, the meaning shall be the Town of Florence.

In all cases where ASTM, AASHTO, AWWA, USAG, Federal, Town of Florence, MAG Specifications, Pinal County, Arizona State Highway, or other standard specifications are referred to, unless otherwise stated, revisions, supplements or addenda issued on or before the date of this contract, shall prevail. In the event of any conflict between these project specifications and the requirements of the plans, detail drawings, MAG Standard Details and Specifications, these project specifications shall prevail.

5. PROPOSAL QUANTITIES: It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and material to be furnished under this Contract, which have been estimated as stated in the Proposal, are only approximate and are to be used SOLELY for the purpose of comparing, on a consistent basis, the proposals offered for the work under this Contract; and the Contractor further agrees that The Town of Florence will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any *error*, omission, or mis-statement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the specifications and the plans herein mentioned, or for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation except as may be provided for in this Contract.
6. RESPONSIBILITY FOR DAMAGE CLAIMS: The Contractor shall indemnify and save harmless The Town of Florence and its officers, agents and representatives from all

suits, actions, loss damage, expense, cost or claims of any character or nature brought on account of any injuries or damages sustained by a person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Workmen's Compensation Laws or any other *law*, bylaw, ordinance, or order or decree.

7. LOSSES AND DAMAGES: All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances in the prosecution of the *same*, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense except as otherwise provided by the contract documents or the laws of the State of Arizona.
8. DUST PREVENTION : The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to his construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project, to the satisfaction of the Engineer, in accordance with the requirements of the "Pinal County Health Department Air Pollution Control Regulations" which have been adopted pursuant to the authority granted by Section 36- 779, Arizona Revised Statutes.
The Contractor shall be required to obtain the necessary permit from the Pinal County Air Pollution Control Bureau.
9. EXCESS MATERIAL: Excess material shall be removed from the work site and wasted at a location approved by the Engineer. Broken concrete and asphalt may be delivered to an appropriate solid waste disposal facility at contractor's cost and expense.
10. STOCKPILE OF MATERIALS: The Contractor may place or stockpile materials in the public right-of-way, if approved by the Engineer, provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations.
11. CLEAN-UP: After all work under this contract is completed, the Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris, and other materials not incorporated in the work, from the site of the work. Clean up shall include the removal of all excess pointing mortar materials within pipes and removal of over-size rocks and boulders left after finish grading. The contractor shall provide for the legal disposal of all waste products, debris, *etc.*, and shall make necessary arrangements for such disposal.
12. SHOP DRAWINGS: The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the contract documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing, which substantially deviates, from the requirements of the contract documents shall be evidenced by a change order.

When submitted for the Engineer's review, shop drawings shall bear the contractor's certification that he has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the contract documents. Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or sample submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the

Contractor at the site and shall be available to the Engineer.

13. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK: The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted, in writing, by The Town of Florence. The Contractor shall turn over the entire work in full accordance with the specifications before final settlement shall be made.
14. STATUS OF EMPLOYEES: Contractor shall be responsible for assuring the legal working status of its employees and its subcontractor's employees.
15. LAWS AND REGULATIONS: This Contract shall be governed by and construed in accordance with the laws of the State of Arizona. The Contractor shall keep himself fully informed of all existing and future Town and County Ordinances and Regulations and State and Federal Laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. He shall at all times observe and comply with said Ordinances, Regulations, or Laws.
16. PERMITS: The Town of Florence has obtained certain required permits which are included in the project specifications, but it will be the duty of the Contractor to determine that all the necessary permits have been obtained. The Contractor shall, at his own expense, obtain all required permits which have not been furnished by The Town of Florence. A no-fee permit will be issued for work in the Town of Florence right-of-way and easement. (Also see Paragraph 8. Dust Prevention.)
17. ELECTRIC POWER AND WATER: The Contractor shall make his own arrangements for electric power and water. Subject to the convenience of The Town of Florence, he may be permitted to connect to existing facilities where available, but he shall meter and bear the cost of such power or water. Fire hydrant meters may be obtained from the Town of Florence. Installation and removal of meters should be scheduled at least fortyeight (48) hours in advance through the Water/Wastewater Department.
18. SURVEY CONTROL POINTS AND MONUMENTS: Existing survey monuments indicated on the plans or found during construction shall be protected by the Contractor, and in the event removal is necessary, removal and replacement shall be performed by permission of the Engineer, under direct supervision of the Engineer or his authorized representative. Survey monuments shall be constructed to conform to the requirements of MAG Specifications, Section 405, and Standard Details.
19. EXISTING UTILITIES: The Contractor is hereby advised that the location of all utilities, as shown on the plans, may not be complete nor exact and the Contractor shall satisfy himself as to the exact location of the utilities by contacting Blue Stake or the utility companies before proceeding with the work. After the underground utilities are located by Blue Stake or the utility company, the contractor shall excavate in a careful and prudent manner to prevent damage to the underground utilities.

In the event an existing underground dry utility, water, or sewer line, that has been properly identified, is damaged by the Contractor, the Contractor shall be responsible for the repairs at its expense.

The exact location of all existing underground service utilities, whether or not indicated on the plans, shall be determined by the Contractor at no expense to The Town of Florence, and he shall conduct his work so as to prevent interruption of service or

damage to them. The Contractor shall protect existing utility services and be responsible for their replacement if damaged by him, or to make necessary adjustment in their location, if required, in order to complete the work for his Contract.

Utility companies and other interested parties have been provided with construction plans and the construction schedule for this project. The Contractor shall comply with any MAG Specifications to cooperate with the utility companies.

20. MAINTENANCE OF IRRIGATION FACILITIES: Where irrigation facilities interfere with construction, the Contractor shall remove and replace the affected irrigation facilities to its original condition. Final acceptance of replaced facilities will depend upon final approval of the Engineer.
21. OVERHEAD UTILITY LINES AND POLES: Contractor is advised that when work around overhead lines and poles are required on a project, he is required to coordinate with Utility Companies who own and operate overhead lines and poles. The coordination may include, but not be limited to the following activities: pole bracing, de-energizing of lines, and temporary relocations. Contractor is responsible to contact the applicable Utility Company representative and discuss his proposed construction methods; in order to determine what actions the Utility Company must take and the costs related to those actions. The Contractor shall include these costs in the applicable bid items for this project.
22. SOUTHWEST GAS FACILITIES EXPOSED DURING CONSTRUCTION: The Contractor, upon exposing a gas line during construction, shall call SOUTHWEST GAS at (602) 271-4277. The Southwest Gas patrolman will respond, usually within an hour, to inspect the line. Minor cuts or abrasions to the pipe coating will be rewrapped and tracer wire will be reconnected at no cost to The Town of Florence.
23. UNDERGROUND UTILITIES' BEDDING: All water, sewer, storm drain, irrigation and other conduits installed within the Town of Florence shall be bedded from bottom of excavation to one foot above the pipe with granular bedding material meeting the requirements of MAG Uniform Standard Specifications. The initial bedding under the pipe is required for pipe having an inside diameter of 12 inches or larger, and in all cases where rock larger than 1-1/2" is encountered in the trench bottom.
24. SEWER SERVICE LINES: The Contractor shall be responsible for locating, and protecting from damage during construction, all sewer service lines within the project which are not owned by The Town of Florence. Contractor will be permitted to review the "as-builts" to assist Contractor in locating the non-Town owned sewer service lines. These "as-builts" were prepared, and supplied to The Town of Florence, by private developers or contractors who installed the non-Town owned sewer service lines. Therefore, The Town of Florence does not guarantee or warranty the accuracy of such "as-builts" and the contractor, as a condition for being allowed to review such "as-builts", hereby agrees to hold The Town of Florence harmless for any and all damages or other expenses contractor may incur as a result of any inaccuracies or incorrect information in these "as-builts".
25. RIGHTS-OF-WAY: The Town of Florence will provide rights-of-way and easements for all work specified in this Contract, and the Contractor shall not enter or occupy with man, tools, equipment or materials any private ground outside the property of the Florence, Pinal County, Arizona, without the consent of the Owner.

26. SUBCONTRACTS: Subcontracts shall be in accordance with, and the Contractor shall be bound by, the following provisions:

All subcontracts shall be in writing and shall provide that all work to be performed there under shall be performed in accordance with the terms of the Contract.

Certified copies of any and all subcontracts shall be furnished to The Town of Florence Engineering Department; however, prices may be omitted.

Subcontracts shall conform to the regulations governing employment of labor.

The subcontracting of any part of the work will in no way relieve the Contractor of his responsibility under the Contract.

27. PRE-CONSTRUCTION CONFERENCE: After completion of the Contract Documents, to include bonds, insurance and signatures, and prior to the commencement of any work on the project, the Engineer will schedule a Pre-Construction Conference. Time and place to be determined.

The purpose of this Conference is to establish a working relationship between the Contractor, Utility Companies, and the Engineer. The agenda will include critical elements of the construction schedule, procedures for handling shop drawings and other submittals, cost breakdown of major lump sum items (Schedule of Values), payment application and processing, coordination with the involved utility companies, emergency telephone numbers for all representatives involved in the course of construction, and establishment of the Notice to Proceed date.

28. OVERTIME: Regular Work Hours: The work required to be performed by the Plans and Specifications for the Project shall be performed only during regular working hours, unless The Town of Florence has authorized overtime work in accordance with the procedures set forth below. Regular working hours shall be defined as one 8-1/2 hour shift per day, Monday through Friday, or, upon prior approval of The Town of Florence, one 10-1/2 hour shift per day on a compressed four day work week during Monday through Friday. Regular working hours shall not include Saturdays, Sundays or Town recognized legal holidays.

Authorization and Costs: If the Contractor desires to schedule work for times other than regular work hours (overtime), the Contractor shall make a written request to The Town of Florence at least two business days prior to the scheduled overtime. The Town of Florence reserves the right to deny the request to work overtime based on the best interest and needs of The Town of Florence. If an overtime request is denied, The Town of Florence may, at its sole discretion, extend the contract time at no additional costs to The Town of Florence.

In the event the Contractor does perform work overtime, with or without the prior approval of the Town, the Contractor shall be responsible to The Town of Florence for all additional costs that may be incurred by The Town of Florence as a result of the Contractor's overtime work, including costs for engineering, inspections, testing, surveying and construction administration, all in accordance with MAG.

However, the Contractor shall not be responsible for Town's costs incurred as a result of overtime work requested by The Town of Florence or overtime work resulting from an emergency which is not the responsibility of the Contractor or its employees,

subcontractors or suppliers. The Town of Florence's cost will be billed directly to the Contractor or may, at The Town of Florence's option, be deducted from monies due the Contractor.

29. **CONTRACTOR'S CONSTRUCTION SCHEDULE:** Concurrently, with the execution of the contract and prior to the pre-construction conference, the Contractor shall submit a preliminary schedule for the Engineer's acceptance. The schedule shall be in sufficient detail to allow the Engineer to determine if the proposed schedule will conform to an approved program of construction operations/ as determined by the contracting agency. Within ten calendar days after the preliminary schedule/ described above/ has been approved by the Engineer/ the Contractor shall submit a progress schedule/ utilizing the critical path method scheduling technique/ showing the order in which he proposes to carry out the work/ the dates on which he will start each phase of the work/ and the contemplated date for completion of each phase. The Contractor shall not be permitted to commence construction until the schedule complying with this paragraph has been submitted to The Town of Florence. The Contractor will not be granted any extension to the contract time or compensation for any damages as a result of The Town of Florence's refusal to allow Contractor to commence construction until the critical path method progress schedule has been submitted and approved by the Engineer.

The schedule submitted to The Town of Florence should highlight and identify the critical path for the project. After the work is in progress/ the Contractor shall submit supplementary progress schedules/ using the critical path method technique/ of the progress to date and projection for completion. The supplementary progress schedules shall be submitted with each pay request in accordance with the paragraph/ "Payments to Contractors/" of these Supplemental General Conditions. The progress schedules shall be subject to the approval of the Engineer. In the event the Contractor fails to submit a supplementary progress schedule acceptable to the Engineer/ The Town of Florence may withhold further progress payments to the Contractor until the Contractor submits an acceptable supplementary progress schedule/ which is approved by the Engineer/ to The Town of Florence. Schedule changes requiring an increase in The Town of Florence's engineering personnel on the project shall not be put into effect until the Engineer has approved such increase and made arrangements for the required additional personnel.

30. **CHARACTER OF WORKMEN:** None but skilled foremen and workmen shall be employed on work requiring special qualifications. When required by the Engineer/ the Contractor shall discharge any person who is/ in the opinion of the Engineer/ disorderly/ dangerous/ insubordinate/ incompetent/ or otherwise objectionable. The Contractor shall keep The Town of Florence harmless from damages or claims for compensation that may occur in the enforcement of this section of the specifications.
31. **HINDRANCES AND DELAYS:** Except as otherwise provided herein/ no charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work embraced in this Contract; but such delays/ if due to no fault or neglect of the Contractor/ shall entitle the Contractor to an extension of time allowed for completing the work, sufficient to compensate for the delay, the amount of the delay to be determined by the Engineer, provided the Contractor shall give said Engineer immediate notice in writing of the cause of such delay.
32. **DELAY:** In the event of a delay for which the Town of Florence is solely responsible, which is unreasonable under the circumstances and which was not within the contemplation of Town and Contractor at the time this Contract is executed, Town and Contractor shall negotiate, in good faith, a payment by the Town of Florence to

Contractor for the expenses incurred by Contractor as a result of such delay. This provision shall not be construed to void any provision in the contract, which requires notice of delay or provides for liquidated damages. However, if the delay is the result of any act or neglect of a third party, including the architect, engineer or other contractor employed by the Town of Florence, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties, or any causes beyond the Contractor's control, the Contractor shall be entitled to any payments or compensation for expenses incurred as a result of such delay, but the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine. No extension or compensation will be granted for any delay which is the result, wholly or partially, of any act or neglect of Contractor or any Subcontractor hired by Contractor.

.33. WARRANTY PERIOD: In accordance with MAG Uniform Standard Specifications for Public Works Construction, all work shall be guaranteed against defective workmanship or materials for a period of one year from the date of acceptance. In the event defects develop within the warrantee period, you are required to initiate repairs within fourteen (14) days of receipt of written notice.

34. EVIDENCE OF INSURANCE

" Before any work at the site is started, CONTRACTOR shall deliver to the OWNER'S representative, certificates, and other evidence of insurance requested by OWNER, which CONTRACTOR is required to purchase and maintain."

A. The CONTRACTOR shall furnish a Certificate of Insurance on a form approved by the OWNER and issued by an insurance company authorized to transact business in the State of Arizona. Insurance coverage shall not expire until all the work has been completed and the project has been accepted by the OWNER. If an insurance policy does expire during the life of the contract, the CONTRACTOR shall provide a renewal certificate of the required insurance coverage to the OWNER not less than thirty (30) days prior to the expiration date.

B. The Contractor shall provide letter of Certification, from the Industrial Commission of Arizona, that the CONTRACTOR is insured by the State Compensation Fund or is an authorized self-insurer or a Certificate of Insurance issued by an insurance company authorized by the Arizona Department of Insurance to provide Workmen's Compensation and Employer's Liability Insurance in the State of Arizona.

35. Revise Specification 362.1 as follows: "Detectable Warnings- Truncated Domes" color should be changed from " Brick Red" as noted in Section 362.1 to "Light Gray"

PROCUREMENT OF CEMENT AND CONCRETE CONTAINING FLY ASH

Subpart A-Purpose, Applicability and Definitions

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

Subpart B-Specifications

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

Subpart C-Purchasing

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

Subpart A-Purpose, Applicability and Definitions

§ 249.01 Purpose.

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

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

RCRA. The Agency is of the opinion that adherence to the guideline constitutes compliance with the statute.

§ 249.02 Designation.

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

§ 249.03 Applicability.

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

(b) Procurement actions covered by this guideline include all purchases for cement or concrete made directly by a procuring agency or by any person directly in support of work being performed for a procuring agency, as in the case of general construction contractors and/or subcontractors.

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

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

§ 249.04 Definitions.

As used in this guideline:

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

(b) "Construction" means the erection or building of new structures, or the replacement,

expansion, remodeling, alteration, modernization, or extension of existing structures. It includes the engineering and architectural surveys, designs, plans, working drawings, specifications, and other actions necessary to complete the project.

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

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

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

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

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

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

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

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

(k) "Procuring agency" means any Federal agency, or any State agency or agency of a political subdivision of a State which is using appropriated Federal funds for such procurement, or any person contracting with any such agency with respect to work performed

under such contract (Pub.L. 94-580, 90 Stat. 2800, 42 U.S.C. 6903).

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

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

Subpart B - Specifications

§ 249.10 Recommendations for guide specifications.

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

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

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

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

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

(d) Guide specifications should be revised,

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

§ 249.11 Recommendations for contract specifications.

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

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

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

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

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

§ 249.12 Recommendations for material specifications.

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

These are:

- (1) Cement.
 - (i) ANSI/ASTM C595 - "Standard Specification for Blended Hydraulic Cements."
 - (ii) Fed. Spec. SS-C-1960/4B - "Cement, Hydraulic, Blended."
 - (iii) ANSI/ASTM C150 - "Standard Specification for Portland Cement" and Fed. Spec. SS-C-1960/Gen. are appropriate specifications when fly ash is used as a raw material in the production of cement.
- (2) Concrete.
 - (i) ANSI/ASTM C618 - "Standard Specification for Fly Ash and Raw or Calcined Natural PFlorencezolan for Use as a Mineral Admixture in Portland Cement Concrete."
 - (ii) Fed. Spec. SS-C-1960/5A - "PFlorencezolan, For Use in Portland Cement Concrete."
 - (iii) ANSI/ASTM C311 - "Standard Methods of Sampling and Testing Fly Ash and Natural PFlorencezolan for use as a Mineral Admixture in Portland Cement Concrete."

(b) Only fly ash which, as a minimum, meets ASTM standards should be used, unless a procuring agency has developed sufficient expertise to use non-specification fly ash for particular applications.

§249.13 Recommendations for fly ash content and mix design.

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

(b) Information on fly ash and concrete mix design is contained in the "References" section of this guideline. These sources should be consulted in the design and evaluation of the proper mix ratio for a specific project. In general, the concrete mix is adjusted by adding fly ash, while decreasing cement, water, and fine aggregate. The fly ash should be checked for

compliance with applicable ASTM standards/Federal specifications, and trial mixes should be made to verify compliance of such mixes with specified quality parameters as is typically done for portland cement concrete.

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

§249.14 Recommendations for performance standards.

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

Subpart C - Purchasing

§249.20 Recommendations for bidding approach.

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

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

(1)(i) Revision of contract or guide specifications, as discussed in §§249.10 and 249.11, such that portland cement or concrete and cement or concrete containing fly ash are both considered acceptable materials for the particular construction job. Such an approach allows a contractor to secure award of a contract based on normal bid evaluation procedures. At a

later time, the contractor can exercise the option to use or not to use fly ash, subject to normal quality assurance procedures and review and approval of mix designs, materials, etc. by the procuring agency/project engineer.

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

(2)(i) Solicitation of alternate bids, allowing separate price quotations for either portland cement concrete or concrete containing fly ash. Under this approach, award is made to the successful bidder (typically lowest priced responsible offeror) for either one or the other of the materials. However, the successful bidder can later revise the selection of materials planned for use, for example, due to technical reasons or material availability, subject to approval of the procuring agency/project engineer.

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

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

§249.21 Recommendations for reasonable price.

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

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

(1) Comparison of the price quotations submitted.

(2) Comparison of prior quotations and contract prices with current quotations for the same or similar end items, making appropriate allowances for any differences in quantities, delivery time, inflation, etc.

(3) Comparison of prices set forth in published price lists or catalogs.

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

§249.22 Recommendations for reasonable competition.

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

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

(1) At least two responsible offerors,

(2) who can satisfy the purchaser's (e.g., the Government's) requirements,

(3) independently compete for a contract to be awarded,

(4) by submitting priced offers responsive to the expressed requirements of a solicitation.

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

§249.23 Reasonable availability.

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

§249.24 Recommendations for time-phasing.

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

accordance with the provisions of §249.11 and §§249.20-249.23.

Subpart D - Certification

§249.30 Recommendations for measurement.

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

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

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

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

§249.31 Recommendations for documentation.

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

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

§249.32 Quality control.

(a) Nothing in this guideline should be construed to relieve the contractor of responsibility for providing a satisfactory product. The certification procedures discussed in §§249.30 and 249.31 are intended to satisfy the certification requirements of Section 6002, and are entirely separate in purpose and format from standard industry quality control and quality assurance procedures. Cement and concrete suppliers are already responsible both for the

quality of the ingredients of their product and for meeting appropriate performance requirements, and will continue to be under this guideline. This guideline does not attempt to shift normal industry procedures for assigning responsibility and liability.

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

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

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

§249.33 Date recommendations.

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

References

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

1. ASTM. Standard specification for fly ash and raw or calcined natural pFlorencezolans for use as a mineral admixture in portland cement concrete. ASTM C618, latest edition. Annual book of ASTM standards, part 14, Philadelphia, PA.
2. ASTM. Standard methods of sampling and testing fly ash or natural pFlorencezolans for use as a mineral admixture in portland cement concrete. ASTM C311, latest edition. Annual book of ASTM standards, part 14, Philadelphia, PA.
3. ASTM. Standard specification for blended hydraulic cements. ASTM C595, latest edition. Annual book of ASTM Standards, part 14, Philadelphia, PA.
4. Department of the Army, Corps of Engineers, Office of the Chief of Engineers, Washington, D.C. Standard practice for concrete. EM-1110-2-2000, with latest changes.
5. Department of the Army, Corps of Engineers, Office of the Chief of Engineers, Washington, D.C. Guide Specification for concrete. CW-03305, with latest changes.
6. Department of the Army, Corps of Engineers, Office of the Chief of Engineers, Washington, D.C. Guide Specification for cast-in-place structural concrete. CW-03301, with latest changes.
7. Frohnsdorff, G., and J.R. Clifton. National Bureau of Standards, 1981. Fly ashes in cements and concretes: technical needs and opportunities NBSIR 81-2239.
8. General Services Administration. Specification for pFlorencezolan for use in portland cement concrete. Federal Specification SS-C-1960/5A.
9. General Services Administration. Specification for blended hydraulic cement. Federal specification SS-C-1960/4B.
10. Gordian Associates, Inc. 1978. Potential for energy conservation through the use of slag and fly ash in concrete. DOE report SAN-1699-T1.
11. Lovewell, C.E., and E.J. Hyland, 1974. A method of proportioning structural concrete mixtures with fly ash and other pFlorencezolans. ACI Committee 211, "Proportioning Concrete Mixes," SP-46-8: pp. 109-140 (with 9 references).
12. Tennessee Valley Authority: Singleton Materials Engineering Laboratory, 1979. Properties and use of fly ash in portland cement concrete. Technical report CR-78-2 (with 11 references).

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

BILLING CODE 6560-50-M

Town of Florence
775 N. Main St.
P.O. Box 2670
Florence, AZ 85132
Phone: (520) 868-7513
Fax: (520) 868-7504

**Town of Florence
Bid Tabulation Sheet**

Verbal (only allowed when \$5,000 or less)

Date Prepared: 4-19-2013

Written/Fax (mandatory when over \$5,000; attach bids)

Prepared By: Maria Hernandez

Formal Sealed Bid: # N/A Title: LANDFILL OR TRANSFER STATION FOR RESIDENTS Opening Date: 4-18-2013 Opening Time N/A

Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	Payment Terms (Discount?)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1 Central Arizona Solid Waste 5320 E. Shea Blvd. # 200 Scottsdale AZ 85254 Phone 480-998-3300				\$25.00 +.06 ADEQ fee for loads up to 1/2 ton (Minimum charge) ; \$39.00 per ton +.25/ton ADEQ fee for loads over 1/2 ton		Forwarded to Wayne Costa, Public Works Director
2 Right Away Disposal Waste and Recycling Facility 3755 S. Royal Palm Rd. Apache Junction AZ 85119 Phone 480-983-9100				\$35.00 per ton \$10.00 minimum per transaction		Forwarded to Wayne Costa, Public Works Director
3 Waste Management Four corners Market Area/222 S. Mill Ave, Suite 333 Tempe AZ 85281 Phone 480-457-4700				Elected not to submit bid		Forwarded to Wayne Costa, Public Works Director

Attach additional page(s), if necessary

Vendor Selected _____

Address _____

Justification (if not lowest price) _____

Department Head Approval _____

Date _____

Finance Director Approval _____

Date _____

Town Manager Approval _____

Date _____

6/3/2013+1^

*If over \$10,000, must go to Town Council for approval.
Attach this approved for to purchase request with written quotes, if applicable.

CONTRACT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the Town of FLORENCE, County of Pinal, State of Arizona (hereinafter called the "TOWN") acting herein by the Mayor of the Town of Florence, hereunto duly authorized, and Standard Construction Company, Inc. (hereinafter called the "CONTRACTOR") acting herein by Steve Sutton hereunto authorized.

WITNESSETH THAT:

The TOWN desires to engage the CONTRACTOR to render construction services for the ADA Curb Cuts Improvements.

NOW, THEREFORE the parties do mutually agree as follows:

1. Work

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

The Town of Florence has curb cuts and sidewalk ramps at the roadway intersections along Main Street extending from 12th Street on the South to Ruggles Street on the North within the core downtown area. These 24 such curb cuts and sidewalk ramps are in varying degrees of disrepair or do not necessary meet some of the ADA recognized requirements.

The project scope includes demolition and removal of these ramps and associated curb, gutter, pavement and other infrastructure. The re-construction shall include installation of curb cuts and ramps as well as curb and gutter and sidewalk in configurations constituting bulb-outs into the street. These bulb-outs will generate the additional length needed to accommodate ADA ramps as well as further delineating the on street parking stalls along Main Street. Minor utility modifications and coordination with property owners to preserve, protect and/or replace existing sidewalk awning supports shall be required.

The Contractor shall furnish all materials, labor, equipment, services, transportation and perform all the work for the Town's project known as the Main Street Roadway Improvements, Handi-Cap Access Ramps for the Town of Florence, Arizona as called for in the Specifications and Drawings. The proposer should prepare a detailed time schedule for completion. The Contractor will be required to lend all possible assistance in the preparation, investigation and documentation necessary for compliance with all applicable Davis Bacon/Federal Labor Standards, and other requirements of the Arizona Department of Housing, CDBG Program. The Contractor should be prepared to comply with all local, state and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations.

2. Access to Information

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

3. Project Manager - Administration

The TOWN has designated Wayne J. Costa, P.E. as project manager. The project manager shall be empowered to perform all administrative functions as required for management of the project and verification of compliance with CDBG requirements as delegated.

4. ENGINEER

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

5. Contract Times

The work will be completed and ready for final payment within 90 calendar days of the date in the Notice to Proceed.

6. 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 Two Hundred and Fifty Dollars (\$250) for each day that expires after the time specified for final completion until the work is complete and ready for final payment.

7. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed: Two Hundred Eighty-Eight Thousand Ninety-One and 00/100 dollars (\$288,091.00). Originals of the Applications for Payment are to be submitted, no later than the first day of the month to:

The Town of Florence
Attention: Wayne J. Costa, P.E.
Address: PO Box 2670
775 N. Main St.
Florence, Arizona, 85132.

Additionally, no later than the first day of the month, a copy of the Application for Payment is to be faxed or e-mailed to: Wayne J. Costa, P.E., Project Manager, Town of Florence (TOF), P.O. Box 2670, Florence, AZ 85132 at phone number (520) 868-7617, fax (520) 868-7637. Email address: wayne.costa@florenceaz.gov

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

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

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

Upon fifty percent (50%) completion, one-half of the amounts retained under the 10% retainage provision shall be paid to CONTRACTOR, provided CONTRACTOR is making satisfactory progress on the work and there is no specific cause or claim requiring a greater amount to be retained. After fifty percent (50%) completion, the TOWN will retain five percent (5%) providing CONTRACTOR is making satisfactory

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

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

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

The TOWN may deduct from each progress payment and final payment an amount equal to the TOWN's estimate of the liquidated damages then due or that would become due based on the TOWN's estimate of late completion of the work, if CONTRACTOR fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed to recover schedule.

All moneys not paid when due shall bear interest in accordance with ARS §34-221(G).

8. Indemnification

CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the TOWN and its agency members, _____, the ENGINEER and the Arizona Department of Housing Development from and for any violation caused by him and shall assume full responsibility for payment of Federal, State and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.

9. Miscellaneous Provisions

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

10. Project Familiarity and Identification of Conflicts

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

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

11. Insurance

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

COMPLETE THE FOLLOWING INSURANCE REQUIREMENTS AFTER CONSULTATION WITH LEGAL COUNSEL.

- a. Workers' Compensation.....statutory
- b. Errors and Omissions \$100,000 each occurrence and annual aggregate
- c. Protective Bodily Injury
.....\$1,000,000 each occurrence and annual aggregate of \$2,000,000
- d. Protective Personal Property
.....\$1,000,000 each occurrence and annual aggregate of \$2,000,000
- e. Automobile Bodily Injury and Property Damage
.....\$1,000,000 each occurrence and annual aggregate of \$2,000,000
- f. Valuable Papers amount of this Contract

12. Timely Submission of Labor Standard Forms

All forms necessary for compliance with the Davis Bacon Wage Act, as identified in the Section Labor Standards shall be delivered to Lisa Padilla, Grants Coordinator, prior to issuance of the Notice to Proceed and subsequent Requests for Payment.

13. Contract Documents

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

INSERT LIST OF ACTUAL BIDDING DOCUMENTS

- a. This Agreement pages 1 to 5.
- b. Exhibit A, Terms & Conditions & Supplementary Conditions
- c. Certifications.
- d. Performance, Payment and other Bonds.
- e. Notice to Proceed.
- f. Specifications and Drawings incorporated in the bidding documents.
- g. Bidding documents including addenda acknowledged in CONTRACTOR bid.

14. Terms and Conditions

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

15. Certifications

This Agreement is subject to the provisions entitled "Certifications" which were submitted by the CONTRACTOR in the bid dated May 31, 2013 and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

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

The TOWN of Florence

Approved as to Form:

Town Attorney
James Mannato

Mayor
Thomas Rankin

Attest:

CONTRACTOR: _____

Town Clerk

Lisa Garcia

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 notice in writing 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 to this contract.

4. Personnel

- a. The CONTRACTOR represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the 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 subcontracted without the prior written approval of the TOWN. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

5. Assignability

The CONTRACTOR shall not assign any interest on this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the 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 five years after the expiration of this contract 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 or the Arizona Dept. of Housing.

9. Copyright

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

10. Compliance with Local Laws

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the State and local governments, and the CONTRACTOR shall save the 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.

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

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

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

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

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

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

13. Interest of Members of a TOWN 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.

14. Interest of Other Local Public Officials

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

15. Interest of CONTRACTOR and Employees

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

16. Handicapped Access

In performing all construction CONTRACTOR agrees to comply with the American National Standard Specifications for Making Buildings and Facilities Accessible to, and Usable By, the Physically Handicapped (ANSI) and the Americans with Disabilities Accessibility Guidelines (ADAAG). CONTRACTOR represents that he understands said standard specifications and same are incorporated herein by this reference.

17. Clean Air Act, Clean Water Act

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

18. Federal Labor Standards Provisions

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

The CONTRACTOR agrees to comply with the Federal Labor Standards Provisions (HUD Form 4010) which is incorporated by reference herein. The CONTRACTOR shall supply information to the 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.

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

Lisa Padilla, Grants Coordinator (TOF) will monitor compliance with such provisions and standards on behalf of the Town of Florence. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to TOF is listed below. Should you have any questions concerning Federal Labor Standards or the forms to be submitted, please feel free to call Lisa Padilla, at (520) 868-7513 or e-mail to lisa.padilla@florenceaz.gov.

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

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

LS3 CDBG SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS (2 pages)

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

LS4 WEEKLY PAYROLL REPORT (2 pages)

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

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

- a. Self-employed Owner: This person must be listed on the LS2 or LS3 as an owner, partner or principal (Section 5C) and must also be able to document that the business is bona fide via a tax ID number. Relatives of the owner who are not listed in Section 5C must be paid Davis Bacon and Related Acts wages. A subcontractor who cannot document that the business is bona fide must be listed as an employee on the prime contractor's Weekly Payroll Report.
- b. Apprentices: The contractor/subcontractor must provide written evidence of the registration of the program with the DOL Employment Training Administration, Bureau of Apprentices and Training (BAT) or a state apprenticeship agency. For additional information concerning apprentices, please call CAG.
- c. Youth Employment: These individuals must be employed in a bona fide summer youth employment or opportunity program. For additional information concerning apprentices, please call CAG.
- d. Other: On site but non-construction (non-hands on) superintendents, inspectors, engineers, watch persons, water carriers, messengers, clerical workers and working foremen who devote less than 20% of their time to construction work are exempt. If a foreman devotes more than 20% of his/her time to mechanic or laborer duties, they must be paid the applicable wage rate(s) for all hours worked.

LS5 STATEMENT OF COMPLIANCE (1 Page)

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

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

LS7 NOTICE TO ALL EMPLOYEES (1 Page)

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

LS15 AUTHORIZATION FOR DEDUCTIONS (1 Page)

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

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

VERIFICATION OF FRINGE BENEFIT PLAN

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

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

PRE-CONSTRUCTION CONFERENCE

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

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

NOTICE PROVISIONS

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

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

Applicability

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

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

Such laborers and mechanics shall be paid

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

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination, and
- (2) The classification is utilized in the area by the construction industry, and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will

issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years* thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the

Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits,, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the

contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

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

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

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

C. Health and Safety

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54. 83 Stat 96).

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

(4010.doc)

Grantee: Town of Florence CDBG Contract No: CDBG # 111-12
Activity No: 2 Activity Name: ADA Curb Cuts

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

1. I, the undersigned, am submitting a bid to (name of grantee): Town of Florence
for the construction of the (name of project): ADA Curb Cuts
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) AZ 130008 03/22/2015
 - b. Wage Decision # AZ 120010-55 Modification # 23; and that
 - c. the correction of any infractions of the aforesaid conditions, including infractions by any of my subcontractors and any lower tier subcontractors, is my responsibility.
2. I hereby certify that:
 - a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
 - b. No part of the aforementioned contract is or will be subcontracted to any subcontractor, if such subcontractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. I agree to obtain and forward to the aforementioned grantee, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by each and every subcontractor, preferably prior to or where circumstances do not allow within ten days after the execution of any subcontract, including those executed by his/her subcontractors and any lower tier subcontractors.
4. I hereby acknowledge that I am aware that should I sign a subcontract with a subcontractor or should that subcontractor sign a contract with a lower tiered subcontractor who is found to be ineligible to receive federal funds, I shall subtract such costs from the amount I will bill the grantee.
5. Further, I certify that:
 - a. The legal name and the business address of the undersigned are:

<u>Legal Name</u>	<u>Business Address</u> (include city, state & zip code)	<u>Contractor's Lic. No.</u>	<u>Tax ID No.</u>
<u>Standard Construction Company, Inc</u>	<u>810 E Western Avenue</u> <u>Avondale, AZ 85323</u>	<u>ROC 166948</u>	<u>86-1036417</u>

LS2.1 12/00

b. The undersigned is:

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

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

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Steve Sutton	President	810 E Western Avenue Avondale, AZ 85323
Steve Blake	Vice President	810 E Western Avenue Avondale AZ 85323
Diane C Sutton	Corp Sec/Treasurer	810 E Western Avenue Avondale, AZ 85323

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

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>
None		

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

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE CLASSIFICATION</u>
None		

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

- a. Name of Contractor: Standard Construction Company, Inc
- b. Signature (in ink): [Signature]
- c. Type or Printed Name: Steve Sutton
- d. Title: President
- e. Date: May 31, 2013

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

Approval Use Only	
The contractor is eligible to participate in the CDBG funded construction project:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Comments: _____	
Person making this determination (typed or printed name): _____	
Signature _____	Date _____
Date grantee or CDBG Program notified of determination: _____	
Grantee or CDBG Program notified by: Mail <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> e-mail <input type="checkbox"/>	

LS-2.2 12/00

Grantee: Team of Flores CDBG Contract No: CDBG #111-12
Activity No: 2 Activity Name: ADA Curb Cuts

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

1. I, the undersigned, having submitted a bid to or having executed a contract with
(contractor or subcontractor): Standard Construction Company, Inc.
for (name of project): ADA Curb Cuts
for (nature of work): General Contractor - Sidewalk Improvements
in the amount of \$ 288,091.00 certify that:
- a. The Labor Standards Provisions, (HUD 4010), are included in the aforementioned contract or bid:
 - b. Wage Decision # AZ 13008 03/22/2013 Modifications # 3 are included in the aforementioned contract or bid;
SS SS
2. I hereby certify that:
- a. To the best of my knowledge, neither I nor any firm, corporation, partnership or association in which I have a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5, (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
 - b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor, if such subcontractor or firm, corporation, partnership or association in which such subcontractor has a substantial interest is, to the best of my knowledge, been designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
3. I agree to obtain and forward to the contractor, for transmittal to the grantee prior to or within ten days after the execution of any lower subcontract, a Subcontractor's Certification concerning Labor Standards and Prevailing Wage Requirements, LS 3, executed by the lower tiered subcontractor.
4. I hereby acknowledge that I am aware that should I sign a subcontract with a subcontractor or should that subcontractor sign a contract with a lower tiered subcontractor who is found to be ineligible to receive federal funds, I shall subtract such costs from the amount I will bill the grantee.
5. I further certify that:
- a. The legal name and the business address of the undersigned are:

<u>Legal Name</u>	<u>Business Address</u> (include city, state & zip code)	<u>Subcontractor License No.</u>	<u>Tax ID No.</u>
<u>Standard Construction Company, Inc</u>	<u>810 E Western Avenue</u> <u>Avondale, AZ 85323</u>	<u>ROC166948</u>	<u>86-1036417</u>

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

LS-3.1 12/00

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

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Steve Sutton	President	810 E Western Avenue Avondale, AZ 85323
Steve Blake	Vice President	810 E Western Avenue Avondale, AZ 85323
Diane C Sutton	Corp Sec/Treasurer	810 E Western Avenue Avondale, AZ 85323

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

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>
None		

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

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE CLASSIFICATION</u>
None		

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

- a. Name of Contractor: Stanford Construction Company, Inc
b. Signature (in ink): [Signature]
c. Type or Printed Name: Steve Sutton, President
d. Title: President
e. Date: May 31, 2013

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

Approval Use Only	
Subcontractor is eligible to participate in the CDBG funded construction project:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Comments: _____	
Person making this determination: (typed or printed name): _____	
Signature _____	Date _____
Date grantee or CDBG program notified of determination: _____	
Grantee or CDBG Program notified by: Mail <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> e-mail <input type="checkbox"/>	

LS-3.2 12/00

LS-4 PAYROLL REPORT

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

CDBG USE ONLY

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

LS-5 - STATEMENT OF COMPLIANCE

Date _____

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

do hereby state:

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

_____ on the _____
 (Contractor or subcontractor) (Building or work)

that during the payroll period commencing on the _____ day of _____, 19____, and ending the _____ day of _____, 19____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full weekly wages earned by _____ (Contractor or subcontractor)

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

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE	

CDBG USE ONLY

Date Received: _____ Date Reviewed: _____

Reviewed By: _____

NOTICE TO ALL EMPLOYEES

Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

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

APPRENTICES

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

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

Town of Florence
Lisa Padilla
Grants Division
520-868-7513

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

Grantee: _____ CDBG Contract No: _____

Activity No: 2 Activity Name: _____

LS-15. AUTHORIZATION FOR DEDUCTIONS

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

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

1.a EMPLOYEE NAME	b. DATE	c. AMOUNT	d. PURPOSE
-------------------	---------	-----------	------------

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

(additional page attached: Yes No)

2. Name of Contractor/Sub:

Signature of Authorized Representative

Date

Typed Name

Phone Number

LS-15 2/98

Grantee: _____ CDBG Contract No: _____
 Activity No: 2 Activity Name: _____

LS-17. CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

ADA Curb Cuts Improvements:

NAME OF CONTRACTOR/SUB: _____

Provide the name, address, and telephone number of each Plan for fringe benefits provided. List for each classification if different.

1. Employee Classification:
Health and Welfare:
Pension:
Vacation:
Apprenticeship/Training:
Other:
2. Employee Classification:
Health and Welfare:
Pension:
Vacation:
Apprenticeship/Training:
Other:
3. Employee Classification:
Health and Welfare:
Pension:
Vacation:
Apprenticeship/Training:
Other:

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

Signature (must be owner/principal/officer as shown on LS-2/3) _____

Date _____

Typed Name _____

Title _____

CERTIFICATIONS

CIVIL RIGHTS

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

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

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

And, Rehabilitation Act of 1973, Section 504, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;

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

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

And, Americans with Disabilities Act of 1990, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

And, Executive Order 11063, that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing and related facilities provided with federal assistance, or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

EQUAL EMPLOYMENT OPPORTUNITY

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

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, familial status, religious affiliation or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GRANTEE setting forth the provisions of this non-discrimination clause.

2. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR for the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap.
3. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the GRANTEE's Department of Housing and/or Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the CONTRACTOR's non-compliance with any provision of this contract or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
6. The CONTRACTOR will include the provisions of the subparagraphs 12 (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the GRANTEE's Department of Housing and/or Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GRANTEE's Department of Housing and/or Community Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
SECTION 503
(if contract \$25,000 or over)

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the CONTRACTOR's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

FLY ASH CERTIFICATION

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

ACCESS TO RECORDS AND RECORDS RETENTION

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

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

CONFLICT OF INTEREST

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

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

ANTI-LOBBYING CERTIFICATION

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.


2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

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

Steve Sutton, President
(typed name of official)


(signature of official)

Standard Construction Company, Inc.
(typed name of firm)

May 31, 2013
(date)

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

Grants Division, Town of Florence, will monitor compliance with such provisions and standards. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to Grants Division is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to contact Grants Division, Lisa Padilla at (520) 868-7513, fax (520) 868-7501, or e-mail: lisa.padilla@florenciaz.gov.

S3B-1 SECTION 3 ASSURANCE (1 page)

This form is to be completed by the contractor and **submitted as a part of the bid package or within 3 days of contract award.** Completion of this form provides assurance that the contractor will comply with Section 3 requirements.

S3B-2 ESTIMATED PROJECT WORK FORCE BREAKDOWN (1 page)

This form is to be completed by the contractor and **submitted as a part of the bid package or within 3 days of contract award.** This form identifies additional positions needed to complete the Section 3 covered project.

S3B-3 SECTION 3 BUSINESS SELF-CERTIFICATION (1 page)

This form is to be completed by the contractor if applicable, and **submitted as a part of the bid package or within 3 days of contract award.** The bidder completes this form to qualify as a Section 3 business concern.

Grantee: Town of Florence Housing Contract No.: CDBG # 111-12
Activity No.: 2 Activity Name: ADA Curb Cuts

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

SECTION 3 ASSURANCE


1. I, the undersigned, Steve Sutton, as official representative of Standard Construction Company, Inc
(printed name) (contractor)
agree to comply with Section 3 requirements, to include recordkeeping and reporting, for the
ADA Curb Cuts (project). It is understood that failure to comply may result in the
following sanctions: cancellation, termination or suspension of this contract in whole or in part.

2. Prime Contractor

- a. The number of positions needed in this project: 11
Details of occupational categories provided in Attachment A (yes)
- b. The number of these positions to be filled by regular, permanent employees: 11
- c. The number of positions projected to be filled by low income area residents: 2020
Details of occupational categories provided in Attachment A (yes)

3. Subcontractors/Vendors

- a. The number of subcontractors projected to be utilized for this project: 2
- b. The number of subcontractors projected to be Section 3 businesses:
0
- c. The number of businesses/suppliers projected to be utilized: 2
Dollar amount: \$ 100,000.00
- d. The number of businesses/suppliers projected to be Section 3
businesses/suppliers: TBD
Dollar amount: \$ TBD



Authorized Signature
Steve Sutton, President

May 31, 2013

Date

S3B-1 (7/01)

Grantee: Town of Florence Housing Contract No.: CD86 #11-12
 Activity No.: 2 Activity Name: ADA Curb Cuts

Attachment A

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

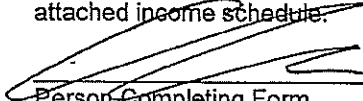
Section 3

ESTIMATED PROJECT WORK FORCE BREAKDOWN

1. Job Category	2. Total Estimated Positions Needed for Project	3. No. of Positions Occupied by Permanent Employees	4. Number of Positions Not Occupied	5. No. of Positions to be Filled with Section 3 Residents	6. Approximate Hiring Date
Supervisor	1	1			
Professional	1	1			
Technical	1	1			
Office/Clerical	2	2			
Others					
TRADE:					
Journeyman	6	6		3	
Apprentices					
Trainees					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
TOTALS	11	11	0	3	N/A

Section 3 Resident

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


 Person Completing Form
Chris Culp / Contract Administration
 Date 5-31-13

Standard Construction Company, Inc
 Company
810 E. Western Avenue, Avondale, AZ 85323
 Company Address

ADA Curb Cuts 111-12
623-583-9500
 Telephone Number

Grantee: Town of Florence Housing Contract No.: CDBG #11-12
Activity No.: 2 Activity Name: ADA Curb Cuts

Note: The attached "FY Income Limits Summary" has been provided by "others". In the event the Bidder is not Section 3 then the Contractor shall note that an allowable response is "We are not a Section 3 Business; none of the Section 3 items apply to our business" or otherwise provide an appropriate certification, clarification and/or exception to the RFP.

Grantee: Town of Florence Housing Contract No.: CDBG 411-12
Activity No.: 2 Activity Name: ADA Curb Cuts

SECTION 3 BUSINESS SELF-CERTIFICATION

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

A. Basis for Self-Certification

The Standard Construction Company, Inc. located at 810 E Western Avenue, Avondale, AZ 85323
(name of business) (address)
hereby certifies that it is a Section 3 business, as defined by HUD, on the basis of the following:

(check all applicable)

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

B. Certifications

I, the undersigned, hereby certify that:

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

Jacquie Parenteau
signature

May 31, 2013
date

Jacquie Parenteau
printed name

Office Manager
title

S3B-3 (7/01)

**TOWN OF FLORENCE
ADA CURB CUTS
PROPOSAL FORM**

PROJECT IDENTIFICATION:

CONTRACT IDENTIFICATION AND NUMBER:

THIS BID IS SUBMITTED TO:

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

Date	Addendum Number
<u>None</u>	_____
_____	_____
_____	_____

- b. Bidder has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- c. Bidder specifies that the firm will not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order #75-5 and all other applicable state and federal laws, regulations and Executive Orders.
- d. Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder acknowledges that the Town and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to underground facilities at or contiguous to the site.
- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies

and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.

- f. Bidder has correlated the information known to the bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
 - g. Bidder has provided the ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that bidder has discovered in the contract documents and the written resolution thereof by ENGINEER is acceptable to bidder, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
 - h. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself/herself any advantage over any other bidder or over the Town.
4. Bidder will complete the work in accordance with the contract documents for the following price:
- \$ 288,091.00
5. Bidder agrees that the work will be fully completed and ready for final payment within 90 calendar days after the date when the contract time commences.
6. Bidder accepts the provisions of the contract as to liquidated damages of \$250 per day for each consecutive calendar day in the event of failure to complete the work within the times specified in the contract.
7. The following documents are attached to and made a condition of this bid:
- a. Required bid security in the form of 10% Bid Bond.
 - b. Contractor Qualification Statement and supporting data
 - c. Subcontractor and Material Suppliers List
 - d. Wage Rate Decision
 - e. LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
 - f. Certifications

8. Communications concerning this bid shall be addressed to:

Name Steve Sutton, President
Address 810 E Western Avenue
Avondale, AZ 85323
Phone 623-583-9500

Submitted on (date) May 31, 2013 State Contractor License No: ROC166948

If bidder is:

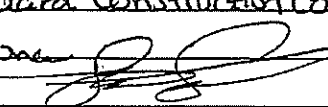
An Individual

By (Signature of Individual):	<u>N/A</u>
Typed or Printed Name of Individual:	
doing business as:	
Business Address:	
Phone Number:	

A Partnership

By (Firm's Name):	<u>N/A</u>
Signature of General Partner:	
Typed or Printed Name of General Partner:	
Business Address:	
Phone Number:	

A Corporation

By (Corporation's Name):	<u>Standard Construction Company, Inc</u> (Affix Seal)
State of Incorporation:	<u>Arizona</u>
Signature of Authorized Signer:	
Typed or Printed Name of Authorized Signer:	<u>Steve Sutton, President</u>
Business Address:	<u>810 E Western Avenue</u> <u>Avondale, AZ 85323</u>
Phone Number:	<u>623-583-9500</u>

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

KNOW ALL MEN BY THESE PRESENTS THAT Standard Construction Company, Inc.
(hereinafter "Principal"), as Principal and The Ohio Casualty Insurance Company
hereinafter "Surety"), a corporation organized and existing under the laws of the State of New Hampshire
with its principal offices in the City of Fairfield, OH holding a
certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance
pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Town of Florence
(hereinafter "Obligee"), in the sum of Ten Percent (10%) of the amount of the bid of Principal, submitted by
Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind
themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted a bid for:

ADA Curb Cut Ramps
CDBG #111-12

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

Witness our hands this 21st of May, 2013.

STANDARD CONSTRUCTION COMPANY, INC.
PRINCIPAL, SEAL
By: [Signature]
Steve Sutton, President
Title: President

THE OHIO CASUALTY INSURANCE COMPANY
SURETY SEAL
By: [Signature]
Jennifer Castillo, Attorney-in-Fact

PAFFENBARGER & WALDEN, LLC
AGENCY OF RECORD
1121 E. Missouri Avenue, Suite #102
Phoenix, Arizona 85014
AGENCY ADDRESS

POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

My Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5871699

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Scott Wareing; Andrew J. Paffenbarger; Bob Walden; Jennifer Castillo; Diane L. Arment; Joseph A. Clarken III

all of the city of PHOENIX state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 1st day of December 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

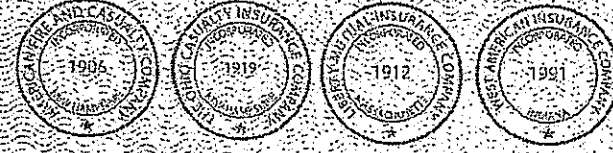
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of May 2013



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate, or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-800-828-0000

WAGE RATE DESISION (HIGHWAY)

General Decision Number: AZ130008 03/22/2013 AZ8

Superseded General Decision Number: AZ20120013

State: Arizona

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	02/22/2013
3	03/22/2013

CARP0408-005 10/01/2012

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 23.58	9.49

ENGI0428-001 01/01/2012

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 19.89	9.05
Group 2.....	\$ 23.16	9.05
Group 3.....	\$ 24.24	9.05
Group 4.....	\$ 25.27	9.05

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

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

GROUP 2:

ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump,

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

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

GROUP 3:

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

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

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

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

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

IRON0075-004 01/01/2013

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar.....	\$ 26.52	20.65

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

LAB00383-002 06/01/2010

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

LABORERS CLASSIFICATIONS:

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

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

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

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

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

* PAIN0086-001 04/01/2012

	Rates	Fringes
PAINTER		
PAINTER (Yavapai County only), SAND BLASTER/WATER BLASTER (all Counties).....	\$ 19.35	4.75

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

SUAZ2009-001 04/20/2009

	Rates	Fringes
CEMENT MASON.....	\$ 19.28	3.99
ELECTRICIAN.....	\$ 22.84	6.48
IRONWORKER (Rebar)		
Pima County.....	\$ 23.17	14.83
Pinal County.....	\$ 20.27	8.35
LABORER		
Asphalt Raker.....	\$ 15.49	3.49
Compaction Tool Operator....	\$ 14.59	2.91
Concrete Worker.....	\$ 13.55	3.20
Concrete/Asphalt Saw.....	\$ 13.95	2.58
Driller-Core, diamond, wagon, air track.....	\$ 16.94	3.12
Dumpman Spotter.....	\$ 14.99	3.16
Fence Builder.....	\$ 13.28	2.99
Flagger		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 12.35	1.59
Formsetter.....	\$ 16.09	3.97
General/Cleanup Laborer		
Coconino, Maricopa, Mohave, Pima, Yavapai & Yuma.....	\$ 14.54	3.49
Grade Setter (Pipeline)....	\$ 17.83	5.45
Guard Rail Installer.....	\$ 13.28	2.99
Landscape Laborer.....	\$ 11.39	
Landscape Sprinkler		
Installer.....	\$ 15.27	
Pipelayer.....	\$ 14.81	2.96
Powderman, Hydrasonic.....	\$ 16.39	2.58
OPERATOR: Power Equipment		
Asphalt Laydown Machine....	\$ 21.19	6.05
Backhoe < 1 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 17.37	3.85
Backhoe < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Clamshell < 10 cu yd		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 18.72	3.59
Concrete Pump (Truck Mounted with boom only)		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 19.92	7.10
Crane (under 15 tons).....	\$ 21.35	7.36
Dragline (up to 10 cu yd)		

Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Drilling Machine (including Water Wells).....\$ 20.58	5.65
Grade Checker Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 16.04	3.68
Hydrographic Seeder.....\$ 15.88	7.67
Mass Excavator.....\$ 20.97	4.28
Milling Machine/Rotomill.....\$ 21.42	7.45
Motor Grader (Finish-any type power blade) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 21.92	4.66
Motor Grader (Rough) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 20.07	4.13
Oiler.....\$ 18.15	8.24
Power Sweeper.....\$ 16.76	4.44
Roller (all types Asphalt) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.27	3.99
Roller (excluding asphalt)..\$ 15.65	3.32
Scraper (pneumatic tired) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 17.69	3.45
Screed Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 17.54	3.72
Shovel < 10 cu yd Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Skip Loader (all types <3 cu yd).....\$ 18.28	5.30
Skip Loader (all types 3 < 6 cu yd) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.64	4.86
Skip Loader (all types 6 < 10 cu yd).....\$ 20.15	4.52
Tractor (dozer, pusher - all) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 17.26	2.65

PAINTER

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

TRUCK DRIVER

2 or 3 Axle Dump or Flatrack.....\$ 16.27	3.30
5 Axle Dump or Flatrack.....\$ 13.97	2.89
6 Axle Dump or Flatrack (< 16 cu yd).....\$ 17.79	6.42
Belly Dump.....\$ 14.67	
Oil Tanker Bootman.....\$ 22.03	

Self-Propelled Street Sweeper.....	\$ 13.11	5.48
Water Truck 2500 < 3900 gallons.....	\$ 18.14	4.55
Water Truck 3900 gallons and over.....	\$ 15.92	3.33
Water Truck under 2500 gallons.....	\$ 15.94	4.16

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

Washington, DC 20210

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

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

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

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

END OF GENERAL DECISION

NOTICE TO PROCEED

PROJECT: Town of Florence
ADA Curb Cut Ramps
CBDG 111-12
Florence, Arizona

TO: Standard Construction Company, Inc.
810 E. Western Avenue
Avondale, AZ 85323
(Contractor)

Notice of Award

The Owner has considered the Proposal submitted by you for the Project described above. You are hereby given notice that your Proposal in the Contract Amount of Two Hundred Eighty-Eight Thousand, Ninety-One Dollars (\$288,091) has been accepted. You are required by the Contract Documents to execute the Contract Agreement when submitted to you. You are also required to furnish the required Performance and Payment Bonds and Certificates of Insurance prior to commencing any work on the Project. Please return an acknowledged copy of the Notice to Proceed to the Owner.

Notice to Proceed

In accordance with the Contract Documents, the Contract Time will commence and you are hereby instructed to commence Work on the Project _____, 2013.

As stated in your Proposal, you have Ninety (90) consecutive calendar days to complete the Project. The Finish Date is _____, 20____. (The start date plus the agreed number of consecutive calendar days to complete the Work.)

Dated: _____, 2013

Owner:
TOWN OF FLORENCE

By _____
Title _____

Receipt of Notice

Receipt of the above Notice to Proceed is hereby acknowledged by the Contractor.

Contractor:

By _____

Title _____

END OF SECTION

Supplementary Conditions

1. The Work Plan traffic control devices are incidental to the specific work at each location, intersection and/or place of business. The Traffic Control (2) line item in the Bid Table only refers in Traffic Control associated with the closure of intersections and/or sidewalks on a block by block scenario irrespective of a specific closure of business access at a place or access to specific businesses. The Town of Florence may provide the Traffic Control as noted in the Item 20 of the Bid Table – Line Items for the Project but not the Work Plan traffic control devices that are incidental to the specific work at each location, intersection and/or place of business.
2. A Performance and Payment Bond equal to one hundred (100%) percent of the Contract amount shall be provided in accordance with the form of bond to be provided by Grants Coordinator, Lisa Padilla, Town of Florence, (520) 868-7513.
3. The Bomanite Contractor for this work shall be Progressive Hardscapes, 2136 W. Melinda Lane, Phoenix, AZ 85027. (Bus) 623-582-2274; (Fax) 623-682-1751; E-mail: mike@progressivehardscapes.com
4. GENERAL: All construction shall be in compliance with the "Uniform Standard Specifications for Public Works Construction," which are sponsored and distributed by the Maricopa Association of Governments. Copies of these documents, with revisions, are on file in the office of The Town Engineer of the Town of Florence, and are hereby made a part of these Contract Documents. Whenever in the Uniform Standard Specifications, the words "The Contracting Agency" are used, the meaning shall be the Town of Florence.

In all cases where ASTM, AASHTO, AWWA, USAG, Federal, Town of Florence, MAG Specifications, Pinal County, Arizona State Highway, or other standard specifications are referred to, unless otherwise stated, revisions, supplements or addenda issued on or before the date of this contract, shall prevail. In the event of any conflict between these project specifications and the requirements of the plans, detail drawings, MAG Standard Details and Specifications, these project specifications shall prevail.

5. **PROPOSAL QUANTITIES:** It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and material to be furnished under this Contract, which have been estimated as stated in the Proposal, are only approximate and are to be used SOLELY for the purpose of comparing, on a consistent basis, the proposals offered for the work under this Contract; and the Contractor further agrees that The Town of Florence will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or mis-statement is found to occur in the estimated quantities, the same shall not invalidate this Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the specifications and the plans herein mentioned, or for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation except as may be provided for in this Contract.
6. **RESPONSIBILITY FOR DAMAGE CLAIMS:** The Contractor shall indemnify and save harmless The Town of Florence and its officers, agents and representatives from all suits, actions, loss damage, expense, cost or claims of any character or nature brought on account of any injuries or damages sustained by a person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Workmen's Compensation Laws or any other law, bylaw, ordinance, or order or decree.
7. **LOSSES AND DAMAGES:** All loss or damage arising out of the nature of the work to be done or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense except as otherwise provided by the contract documents or the laws of the State of Arizona.
8. **DUST PREVENTION:** The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to his construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project, to the satisfaction of the Engineer, in accordance with the requirements of the "Pinal County Health Department Air Pollution Control Regulations" which have been adopted pursuant to the authority granted by Section 36- 779, Arizona Revised Statutes.

The Contractor shall be required to obtain the necessary permit from the Pinal County Air Pollution Control Bureau.

9. **EXCESS MATERIAL:** Excess material shall be removed from the work site and wasted at a location approved by the Engineer. Broken concrete and asphalt may be delivered to an appropriate solid waste disposal facility at contractor's cost and expense.

10. **STOCKPILE OF MATERIALS:** The Contractor may place or stockpile materials in the public right-of-way, if approved by the Engineer, provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations.

11. **CLEAN-UP:** After all work under this contract is completed, the Contractor shall remove all loose concrete, lumber, wire, reinforcing, debris, and other materials not incorporated in the work, from the site of the work. Clean up shall include the removal of all excess pointing mortar materials within pipes and removal of over-size rocks and boulders left after finish grading. The contractor shall provide for the legal disposal of all waste products, debris, etc., and shall make necessary arrangements for such disposal.

12. **SHOP DRAWINGS:** The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the contract documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing, which substantially deviates, from the requirements of the contract documents shall be evidenced by a change order.

When submitted for the Engineer's review, shop drawings shall bear the contractor's certification that he has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the contract documents. Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or sample submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

13. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK: The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted, in writing, by The Town of Florence. The Contractor shall turn over the entire work in full accordance with the specifications before final settlement shall be made.

14. STATUS OF EMPLOYEES: Contractor shall be responsible for assuring the legal working status of its employees and its subcontractor's employees.

15. LAWS AND REGULATIONS: This Contract shall be governed by and construed in accordance with the laws of the State of Arizona. The Contractor shall keep himself fully informed of all existing and future Town and County Ordinances and Regulations and State and Federal Laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. He shall at all times observe and comply with said Ordinances, Regulations, or Laws.

16. PERMITS: The Town of Florence has obtained certain required permits which are included in the project specifications, but it will be the duty of the Contractor to determine that all the necessary permits have been obtained. The Contractor shall, at his own expense, obtain all required permits which have not been furnished by The Town of Florence. A no-fee permit will be issued for work in the Town of Florence right-of-way and easement. (Also see Paragraph 8. Dust Prevention.)

17. ELECTRIC POWER AND WATER: The Contractor shall make his own arrangements for electric power and water. Subject to the convenience of The Town of Florence, he may be permitted to connect to existing facilities where available, but he shall meter and bear the cost of such power or water. Fire hydrant meters may be obtained from the Town of Florence. Installation and removal of meters should be scheduled at least forty-eight (48) hours in advance through the Water/Wastewater Department.

18. SURVEY CONTROL POINTS AND MONUMENTS: Existing survey monuments indicated on the plans or found during construction shall be protected by the Contractor, and in the event removal is necessary, removal and replacement shall be performed by permission of the Engineer, under direct supervision of the Engineer or his authorized representative. Survey monuments shall be constructed to conform to the requirements of MAG Specifications, Section 405, and Standard Details.

19. EXISTING UTILITIES: The Contractor is hereby advised that the location of all utilities, as shown on the plans, may not be complete nor exact and the Contractor shall satisfy himself as to the exact location of the utilities by contacting Blue Stake or the utility companies before proceeding with the work. After the underground utilities are located by Blue Stake or the utility company, the contractor shall excavate in a careful and prudent manner to prevent damage to the underground utilities.

In the event an existing underground dry utility, water, or sewer line, that has been properly identified, is damaged by the Contractor, the Contractor shall be responsible for the repairs at its expense.

The exact location of all existing underground service utilities, whether or not indicated on the plans, shall be determined by the Contractor at no expense to The Town of Florence, and he shall conduct his work so as to prevent interruption of service or damage to them. The Contractor shall protect existing utility services and be responsible for their replacement if damaged by him, or to make necessary adjustment in their location, if required, in order to complete the work for his Contract.

Utility companies and other interested parties have been provided with construction plans and the construction schedule for this project. The Contractor shall comply with any MAG Specifications to cooperate with the utility companies.

20. MAINTENANCE OF IRRIGATION FACILITIES: Where irrigation facilities interfere with construction, the Contractor shall remove and replace the affected irrigation facilities to

its original condition. Final acceptance of replaced facilities will depend upon final approval of the Engineer.

21. OVERHEAD UTILITY LINES AND POLES: Contractor is advised that when work around overhead lines and poles are required on a project, he is required to coordinate with Utility Companies who own and operate overhead lines and poles. The coordination may include, but not be limited to the following activities: pole bracing, de-energizing of lines, and temporary relocations. Contractor is responsible to contact the applicable Utility Company representative and discuss his proposed construction methods; in order to determine what actions the Utility Company must take and the costs related to those actions. The Contractor shall include these costs in the applicable bid items for this project.

22. SOUTHWEST GAS FACILITIES EXPOSED DURING CONSTRUCTION: The Contractor, upon exposing a gas line during construction, shall call SOUTHWEST GAS at (602) 271-4277. The Southwest Gas patrolman will respond, usually within an hour, to inspect the line. Minor cuts or abrasions to the pipe coating will be rewrapped and tracer wire will be reconnected at no cost to The Town of Florence.

23. UNDERGROUND UTILITIES' BEDDING: All water, sewer, storm drain, irrigation and other conduits installed within the Town of Florence shall be bedded from bottom of excavation to one foot above the pipe with granular bedding material meeting the requirements of MAG Uniform Standard Specifications. The initial bedding under the pipe is required for pipe having an inside diameter of 12 inches or larger, and in all cases where rock larger than 1-1/2" is encountered in the trench bottom.

24. SEWER SERVICE LINES: The Contractor shall be responsible for locating, and protecting from damage during construction, all sewer service lines within the project which are not owned by The Town of Florence. Contractor will be permitted to review the "as-builts" to assist Contractor in locating the non-Town owned sewer service lines. These "as-builts" were prepared, and supplied to The Town of Florence, by private developers or contractors who installed the non-Town owned sewer service lines. Therefore, The Town of Florence does not guarantee or warranty the accuracy of such "as-builts" and

the contractor, as a condition for being allowed to review such "as-builts", hereby agrees to hold The Town of Florence harmless for any and all damages or other expenses contractor may incur as a result of any inaccuracies or incorrect information in these "as-builts".

25. RIGHTS-OF-WAY: The Town of Florence will provide rights-of-way and easements for all work specified in this Contract, and the Contractor shall not enter or occupy with man, tools, equipment or materials any private ground outside the property of the Florence, Pinal County, Arizona, without the consent of the Owner.

26. SUBCONTRACTS: Subcontracts shall be in accordance with, and the Contractor shall be bound by, the following provisions:

All subcontracts shall be in writing and shall provide that all work to be performed there under shall be performed in accordance with the terms of the Contract.

Certified copies of any and all subcontracts shall be furnished to The Town of Florence Engineering Department; however, prices may be omitted.

Subcontracts shall conform to the regulations governing employment of labor.

The subcontracting of any part of the work will in no way relieve the Contractor of his responsibility under the Contract.

27. PRE-CONSTRUCTION CONFERENCE: After completion of the Contract Documents, to include bonds, insurance and signatures, and prior to the commencement of any work on the project, the Engineer will schedule a Pre-Construction Conference. Time and place to be determined.

The purpose of this Conference is to establish a working relationship between the Contractor, Utility Companies, and the Engineer. The agenda will include critical elements of the construction schedule, procedures for handling shop drawings and other submittals, cost breakdown of major lump sum items (Schedule of Values), payment application and processing, coordination with the involved utility companies, emergency telephone numbers for all representatives involved in the course of construction, and establishment of the Notice to Proceed date.

28. OVERTIME: Regular Work Hours: The work required to be performed by the Plans and Specifications for the Project shall be performed only during regular working hours, unless The Town of Florence has authorized overtime work in accordance with the procedures set forth below. Regular working hours shall be defined as one 8-1/2 hour shift per day, Monday through Friday, or, upon prior approval of The Town of Florence, one 10-1/2 hour shift per day on a compressed four day work week during Monday through Friday. Regular working hours shall not include Saturdays, Sundays or Town recognized legal holidays.

Authorization and Costs: If the Contractor desires to schedule work for times other than regular work hours (overtime), the Contractor shall make a written request to The Town of Florence at least two business days prior to the scheduled overtime. The Town of Florence reserves the right to deny the request to work overtime based on the best interest and needs of The Town of Florence. If an overtime request is denied, The Town of Florence may, at its sole discretion, extend the contract time at no additional costs to The Town of Florence.

In the event the Contractor does perform work overtime, with or without the prior approval of the Town, the Contractor shall be responsible to The Town of Florence for all additional costs that may be incurred by The Town of Florence as a result of the Contractor's overtime work, including costs for engineering, inspections, testing, surveying and construction administration, all in accordance with MAG.

However, the Contractor shall not be responsible for Town's costs incurred as a result of overtime work requested by The Town of Florence or overtime work resulting from an

emergency which is not the responsibility of the Contractor or its employees, subcontractors or suppliers. The Town of Florence's cost will be billed directly to the Contractor or may, at The Town of Florence's option, be deducted from monies due the Contractor.

29. **CONTRACTOR'S CONSTRUCTION SCHEDULE:** Concurrently, with the execution of the contract and prior to the pre-construction conference, the Contractor shall submit a preliminary schedule for the Engineer's acceptance. The schedule shall be in sufficient detail to allow the Engineer to determine if the proposed schedule will conform to an approved program of construction operations, as determined by the contracting agency. Within ten calendar days after the preliminary schedule, described above, has been approved by the Engineer, the Contractor shall submit a progress schedule, utilizing the critical path method scheduling technique, showing the order in which he proposes to carry out the work, the dates on which he will start each phase of the work, and the contemplated date for completion of each phase. The Contractor shall not be permitted to commence construction until the schedule complying with this paragraph has been submitted to The Town of Florence. The Contractor will not be granted any extension to the contract time or compensation for any damages as a result of The Town of Florence's refusal to allow Contractor to commence construction until the critical path method progress schedule has been submitted and approved by the Engineer.

The schedule submitted to The Town of Florence should highlight and identify the critical path for the project. After the work is in progress, the Contractor shall submit supplementary progress schedules, using the critical path method technique, of the progress to date and projection for completion. The supplementary progress schedules shall be submitted with each pay request in accordance with the paragraph, "Payments to Contractors," of these Supplemental General Conditions. The progress schedules shall be subject to the approval of the Engineer. In the event the Contractor fails to submit a supplementary progress schedule acceptable to the Engineer, The Town of Florence may withhold further progress payments to the Contractor until the Contractor submits an acceptable supplementary progress schedule, which is approved by the Engineer, to The Town of Florence. Schedule changes requiring an increase in The Town of Florence's engineering personnel on the project shall not be put into effect until the Engineer has approved such increase and made arrangements for the required additional personnel.

30. CHARACTER OF WORKMEN: None but skilled foremen and workmen shall be employed on work requiring special qualifications. When required by the Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep The Town of Florence harmless from damages or claims for compensation that may occur in the enforcement of this section of the specifications.
31. HINDRANCES AND DELAYS: Except as otherwise provided herein, no charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work embraced in this Contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to an extension of time allowed for completing the work, sufficient to compensate for the delay, the amount of the delay to be determined by the Engineer, provided the Contractor shall give said Engineer immediate notice in writing of the cause of such delay.
32. DELAY: In the event of a delay for which the Town of Florence is solely responsible, which is unreasonable under the circumstances and which was not within the contemplation of Town and Contractor at the time this Contract is executed, Town and Contractor shall negotiate, in good faith, a payment by the Town of Florence to Contractor for the expenses incurred by Contractor as a result of such delay. This provision shall not be construed to void any provision in the contract, which requires notice of delay or provides for liquidated damages. However, if the delay is the result of any act or neglect of a third party, including the architect, engineer or other contractor employed by the Town of Florence, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties, or any causes beyond the Contractor's control, the Contractor shall be entitled to any payments or compensation for expenses incurred as a result of such delay, but the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine. No extension or compensation will be granted for any delay which is the result, wholly or partially, of any act or neglect of Contractor or any Subcontractor hired by Contractor.
33. WARRANTY PERIOD: In accordance with MAG Uniform Standard Specifications for Public Works Construction, all work shall be guaranteed against defective workmanship or materials for a period of one year from the date of acceptance. In the event defects develop within the warranty period, you are required to initiate repairs within fourteen (14) days of receipt of written notice.

34. EVIDENCE OF INSURANCE

“Before any work at the site is started, CONTRACTOR shall deliver to the OWNER’S representative, certificates, and other evidence of insurance requested by OWNER, which CONTRACTOR is required to purchase and maintain.”

- A. The CONTRACTOR shall furnish a Certificate of Insurance on a form approved by the OWNER and issued by an insurance company authorized to transact business in the State of Arizona. Insurance coverage shall not expire until all the work has been completed and the project has been accepted by the OWNER. If an insurance policy does expire during the life of the contract, the CONTRACTOR shall provide a renewal certificate of the required insurance coverage to the OWNER not less than thirty (30) days prior to the expiration date.
- B. The Contractor shall provide letter of Certification, from the Industrial Commission of Arizona, that the CONTRACTOR is insured by the State Compensation Fund or is an authorized self-insurer or a Certificate of Insurance issued by an insurance company authorized by the Arizona Department of Insurance to provide Workmen’s Compensation and Employer’s Liability Insurance in the State of Arizona.

35. Revise Specification 362.1 as follows: “Detectable Warnings – Truncated Domes” color should be changed from “Brick Red” as noted in Section 362.1 to “Light Gray”.

36. INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the Owner, its agents, officers, officials and employees from and against all tort claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted either wholly or in part from the acts, errors, mistakes, omissions, work or services of the CONTRACTOR, its agents, employees, contractors or subcontractors in the performance of this Agreement, and regardless of whether or not such claim, damages, loss or expenses are caused in part by Owner.

CONTRACTOR’S duty to defend, hold harmless and indemnify the Owner, its agents, officers, officials and employees shall arise in connection with any tort claims, damages, losses or expenses that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused either wholly or in part by CONTRACTOR’S acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the CONTRACTOR or any other person for whose acts, errors, mistakes, omissions, work or services the CONTRACTOR may be legally liable, and regardless of whether or not such claim, damages, losses or expenses are caused in part by Owner.

The indemnification provisions contained herein shall survive the termination of this Agreement.

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

37. COMPLIANCE WITH FEDERAL AND STATE LAWS:

A. The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 (the "Acts"), and hereby agrees to comply with all applicable provisions of the Acts in the performance of this Agreement.

B. If this Agreement pertains to a contract for construction, the Contractor agrees to comply with the provisions of Arizona Revised Statutes ("A.R.S.") 34-301 "Employment of Aliens on Public Works Prohibited" and A.R.S. 34-302 "Residence Requirements for Employees".

C. Under the provisions of A.R.S. 41-4401, the Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and with A.R.S. 23-214(A) "Verification of Employment Eligibility" (hereafter referred to as "Contractor Immigration Warranty").

D. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties including termination of the Agreement at the sole discretion of the Town.

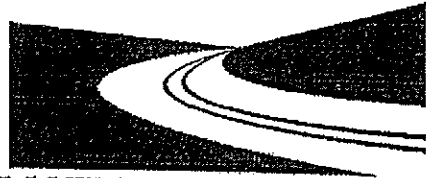
E. Notwithstanding anything contained in this Agreement to the contrary, Town retains the legal right to inspect the immigration papers or other residency documents of the Contractor's or Subcontractors' employees who perform work under this Agreement, to ensure that the Contractor and Subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

F. The Town may, in its sole discretion, conduct random verification of the employment records of the Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the Town, upon request, with regard to any random verifications performed by the Town.

G. Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification

requirements of the federal Immigration and Nationality Act, 8 U.S.C.A. 1324(a) and 8 U.S.C.A. 1324 (b)(1)(A), et seq., and the E-Verify requirements of A.R.S. 23-214(A).

H. Contractor agrees to include the provisions of this section in any contract the Contractor enters into with any and all of its Subcontractors who provide services under this Contract or any subcontract. "Services", as used herein, are defined as the furnishing of labor, time or effort in the State of Arizona by a contractor or subcontractor. "Services" also includes construction or maintenance of any structure, building, transportation facility or improvement of real property.



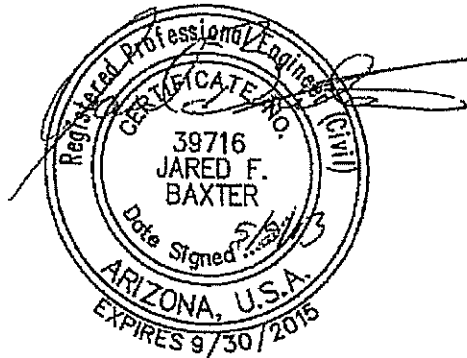
BAXTER DESIGN GROUP

**MAIN STREET ROADWAY IMPROVEMENTS
HANDI-CAP ACCESS RAMPS**

TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

TECHNICAL SPECIFICATIONS – BID DOCCUMENTS

MAY, 2013



JARED F. BAXTER, P.E.

**BAXTER DESIGN GROUP, LLC
7580 N. DOBSON ROAD SUITE #200
SCOTTSDALE, AZ 85256**

Telephone: (480) 818-6001

TABLE OF CONTENTS

TECHNICAL SPECIFICATIONS

GENERAL

Section	Title	
Page		
	Bid Table – Line Items	1

PART 100 – GENERAL CONDITIONS

Section	Title	
Page		
107	Legal Regulations and Responsibilities to the Public	107-1
111	Special Project Constraints	111-1

PART 200 – EARTHWORK

Section	Title	
Page		
201	Clearing and Grubbing	201-1
203	Mobilization	203-1

PART 300-STREETS AND RELATED WORK

Section	Title	
Page		
336	Pavement Matching and Surface Replacement	336-1
340	Concrete Curb, Gutter, Sidewalk, Sidewalk Ramps, Driveways and Alley Entrance	340-1
345	Adjusting Frames, Covers, Valve Boxes and Water Meters	345-1
350	Removal of Existing Improvements	350-1
361	Imprinted Concrete (Bomanite/Bomacron)	361-1
362	Detactable Warnings	362-1

PART 600-WATER AND SEWER

Section	Title	
Page		
601	Trenching Excavation, Backfilling and Compaction	601-1

Bid Table - Line Items

ITEM	DESCRIPTION	TECH SPEC (1)	QUANTITY
1	MOBILIZATION	202	1
2	EXISTING AWNING SUPPORTS	N/A	0
3	REMOVE EXISTING INFRASTRUCTURE	350	14678 SF
4	SAWCUT EXISTING PAVEMENT	601	1992 LF
5	RELOCATE/PROTECT UTILITY EQUIPMENT	N/A	0
6	REMOVE/REPLACE CONCRETE STEP	350	1 ea
7	6" CONCRETE CURB & GUTTER ADOT TYPE "A"	340	669 LF
8	6" CONCRETE CURB & GUTTER ADOT TYPE "D"	340	145 LF
9	5' CURB & GUTTER TRANSITION ADOT TYPE "7"	340	10 EA
10	5' CURB & GUTTER TRANSITION MAG DTL 221	340	1 EA
11	4" CONCRETE SIDEWALK	340	8425 SF
12	CONCRETE SIDEWALK RAMP ADOT TYPE "B"	340/362	3032 SF
13	CONCRETE PAVEMENT SECTION	336/361	1848 SF
14	ASPHALT PAVEMENT SECTION	336	1105 SF
15	ADJUST VALVE BOX FRAME & COVER	345	2 EA
16	ADJUST FIRE HYDRANT VALVE & COVER	345	3 EA
17	INSTALL WATER METER	345	1 EA
18	SIGN R1-1	MCDOT	16 EA
19	12" SOLID WHITE (12SW) STRIPING	MCDOT	1,299 LF
		INSERT TRAFFIC CONTROL PRICE BELOW	
20	TRAFFIC CONTROL	N/A (2)	1 LS
			LUMP SUM PRICE: \$ 288,091.00

1) Refers to corresponding Technical Specification(s) by number for ease in using this document. The Contractor shall not infer that other Technical Specifications do not apply to the construction of the indicated item.

2) Traffic Control shall be bid as an individual line item price. The Town of Florence may choose to provide the necessary traffic control for the project. If the Town provides the necessary traffic control, the Bidders "Lump Sum Price" will be reduced by the Traffic Control line item price. The Work Plan traffic control devices are incidental to the specific work at each location, intersection and/or place of business. The Traffic Control (20) line item in the Bid Table only refers in Traffic Control associated with the closure of intersections and/or sidewalks on a block by block scenario irrespective of a specific closure or business access at a place or access to specific businesses.

SECTION 107

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.1 LAWS TO BE OBSERVED:

The Contractor shall keep fully informed of all Federal and State laws, County and City ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; and shall protect and indemnify the Contracting Agency and its representatives against any claim or liability arising from or based on the violation of such, whether by himself or his employees.

The attention of the Contractors is directed to the provisions of the following Sections, Arizona Revised Statutes.

(A) Arizona Revised Statutes 23-373. Contracts negotiated between public Contractors and public employers shall contain the following contractual provisions:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision 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 hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of the nondiscrimination clause.

The Contractor further agrees to insert the foregoing provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

(B) When Federal-aid funds are used on a project, the prevailing basic hourly wage rates and fringe benefit payments, as determined by the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act, shall be the minimum wages paid to the described classes of laborers and mechanics employed to perform the contract.

(C) Arizona Revised Statutes 40-360.22 Excavations: determining location of underground facilities; providing information. This statute requires that no person shall begin excavating before the location and marking are complete or the excavator is notified that marking is unnecessary and requires that upon notification, the owner of the facility shall respond as promptly as practical, but in no event later than two working days. The "Blue Stake Center" (263-1100) was formed to provide a more efficient method of compliance with this statute.

This Section is not applicable to an excavation made during an emergency which involves danger to life, health or property if reasonable precautions are taken to protect underground facilities.

(D) Arizona Revised Statutes-40-360.23. Making excavations in careful, prudent manner: liability for negligence. This statute states that obtaining information as required does not excuse any person making any excavation from doing so in a careful and prudent manner nor shall it excuse such persons from liability for any damage or injury resulting from his negligence.

(E) Arizona Revised Statutes-40-360.28 Civil penalty; liability. If the owner or operator fails to locate, or incorrectly locates the underground facility, pursuant to this article, the owner or operator becomes liable for resulting damages, costs and expenses to the injured party.

(F) Arizona Revised Statutes 32-2313. Business license; business name; branch office registration; renewal. No person, partnership, corporation or association shall engage in the business of general pest or weed control without being duly licensed/certified by the Structural Pest Control Board.

107.2 PERMITS:

Permits, bonding and insurance requirements shall be as required by the Contracting Agency's statutes, codes, ordinances or regulations.

SECTION 107

The Public Agency, when acting as the Contracting Agency, will attempt to obtain the required permits, but it is the duty of the Contractor to determine that all necessary permits have been obtained. The Contractor shall, at his own expense, obtain all the required permits which have not been furnished.

If the permits not included in the proposal pamphlet materially affect any condition, specification, quantity, etc. contained in the proposal pamphlet, the Contracting Agency shall issue an appropriate change order pursuant to Subsection 109.4.

In all cases, the Contractor or the person supervising the authorized work shall notify the appropriate permit agency so as to insure proper inspection by the agency concerned.

107.3 PATENTED DEVICES, MATERIALS AND PROCESSES:

If the Contractor employs any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Contracting Agency, any affected third party or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Contracting Agency for any costs, expenses, and damages which it may be obligated to pay by reason of any infringement, at any time during the prosecution or after the completion of the work.

107.4 ARCHAEOLOGICAL REPORTS:

Attention is directed to Sections 41-844 and 41-846 Arizona Revised Statutes. In view of the above, it shall be a provision of every contract that when archaeological features are encountered or unearthed in the excavation of material pits or of the roadway prism, or other excavation, the Contractor shall report promptly to the Director of the Arizona State Museum and the Contracting Agency. The Contractor will be allowed extra time as appropriate in accordance with the provisions of Section 108.

107.5 SAFETY, HEALTH AND SANITATION PROVISIONS:

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code.

The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as the Engineer may determine, reasonably necessary to protect the life and the health of employees on the job, the safety of the public and to protect property in connection with the performance of the work covered by the contract.

Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State occupational safety and health acts, and standards and regulations promulgated there under.

107.5.1 Asbestos Materials: If asbestos materials are encountered during any building remodeling/demolition work, the Contractor shall comply fully with the Arizona Administrative Code, A.A.C. R18-2-901 and notify the Engineer. An extension of contract time will be granted for any delay resulting from the asbestos material in accordance with Section 108.

107.5.2 Lead-Containing Paint: Paint and similar surface coating materials that contain lead compounds and in which the lead content exceeds 0.06 percent of the total weight of the non-volatile content of the paint or the weight of the dried paint film is declared a banned hazardous product and will not be used (Consumer Product Safety Act Part 1303 dated 9-1-77).

107.6 PUBLIC CONVENIENCE AND SAFETY:

The Contractor shall at all times so conduct his work as to assure the least possible obstruction to traffic and adjacent residents. The safety, convenience, and the protection of persons and property, of the general public and residents along the street, highway, and areas adjacent to the work area shall be provided for by the Contractor.

SECTION 107

- 107.6.1 Contractor's Marshaling Yard: If the Contractor or his subcontractor utilizes property outside the limits of the project in the performance of the contract, the Contractor/subcontractor shall comply with the following:

107.6.1.1 Contractor's Marshaling Yard when the Agency is the Contracting Party:

(A) Prior to occupying the property, the Contractor shall provide written notification as to the number and location of all properties to be used. The notification shall specify in detail how the Contractor proposes to use each property and how he proposes to comply with (B) through (D) below. Also, the Contractor shall provide a statement, signed by the property owner(s), which gives the Contractor permission to use the property.

(B) The property(s) shall be adequately maintained to control dust, mud, trash and other pollutants from leaving the property.

(C) Work on the property(s) shall be scheduled so as to comply with the Agency Noise Ordinance.

(D) Use of the property(s) such as location of stored materials, service of equipment, etc., shall be conducted to minimize impact on adjacent properties.

(E) The Contractor shall leave the property in a condition, as determined by the Engineer, equivalent to that which existed prior to entry. In no case shall any use cause, or allow to remain, any negative impact to adjoining properties or right-of-way unless such impact existed prior to the Contractors' use.

(F) The Contractor shall obtain a written release signed and dated from each property owner after completion of use. Each release shall state that, at the time of signing, the owner accepts the property in its present condition from the Contractor and relieves the Contractor and the Agency from any or all claims for the use or damage to said property. A copy of each release shall be submitted to the Engineer.

(G) This Subsection also applies to all levels of subcontractors who will need to obtain marshaling yards for the project, which will be separate from that of the Contractor. It will be the responsibility of the Contractor to obtain copies of the various documents from the subcontractors, as required above, and provide them to the Engineer.

107.6.1.2 Contractor's Marshaling Yard when the Agency is not the Contracting Party (private development, utility work, subdivision construction, etc): All conditions will apply as in Subsection 107.6.1.1 except that the permit holder will be responsible for obtaining all documents. The permit holder will retain the documents and make them available to the Agency upon request.

107.6.2 The Contractor shall comply with the Agency Code concerning work hours and noise level during construction.

107.7 BARRICADES AND WARNING SIGNS:

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roads, partially or fully closed to traffic, shall be protected by effective barricades, and obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance of any place on the project where operations may interfere with the use of the road by traffic, and at all intermediate points where the new work crosses or coincides with an existing road. Such warning signs shall be constructed and erected in accordance with the Traffic Barricade Manual prepared or adopted by the Contracting Agency's Traffic Engineering Department which is hereby made a part of these specifications.

107.8 USE OF EXPLOSIVES:

The use of explosives or blasting agents is controlled by the Uniform Fire Code, which is generally administered by the Fire Department of the Agency. The Contractor shall obtain a special permit from the Agency's Fire Department for the use of

SECTION 107

explosives. A copy of this permit shall be delivered to the Engineer prior to the use of explosives. If the Agency does not use the Uniform Fire Code or have a department for enforcement of this Code, the Contractor shall use explosives only when authorized in writing by the Engineer. The approval by the Engineer for the use of explosives shall not relieve the Contractor from his responsibilities for proper use and handling of the explosives or for any and all damages resulting from their use.

Explosives shall be transported, stored, handled and used in accordance with the provisions and requirements of all applicable laws, ordinances and regulations. Work shall be done in accordance with recommendations of the AGC Manual of Accident Prevention in Construction, the Institute of Makers of Explosives, and the Occupational Safety and Health Administration Regulations (29 CFR 1926.1(U)). In addition to the applicable regulations, the Contractor shall:

- (A) Exercise the utmost care not to endanger life or damage property.
- (B) Furnish and erect special signs to warn the public of his blasting operations. They shall be located and maintained so as to be clearly evident to the public during all critical periods of blasting operations.
- (C) Notify each public utility company, having structures adjacent to the work, of his intention to use explosives. Such notice shall be given sufficiently in advance to enable the companies to advise the Contractor of any precautions that should be taken to protect their structures from damage.
- (D) Make a survey of adjacent properties, before commencing blasting operations, locating on drawings and by photographs all existing cracks and damages to structures. A copy shall be filed with the Engineer, including a report.
- (E) Blasting shall be accomplished in such a manner that nearby buildings, structures, railways, highways, etc. will be safe from rocks and other projectiles. Adequate blasting mats or other means of protection shall be employed when blasting in congested area or close proximity to any of the above improvements. Steel mats shall not be allowed within 2,000 feet of power lines.
- (F) At the time of firing, the Contractor shall station men along the road at sufficient distance from the blasting operation to flag down any vehicles.

The Contracting Agency reserves the right to order the discontinuance of blasting operations at any time.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

The Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property marks until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at no cost to the Contracting Agency, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner. Such damage will include but not be limited to landscaped areas. The contractor shall regrade the disturbed area as directed and restore the surface material to match existing in type and quality.

SECTION 107

When construction is within temporary construction easements, the Contractor shall restore all disturbed areas to a condition equal to or better than the existing improvements. Such restoration will include but not be limited to asphalt, walkways, fences, lights, sprinklers, landscaping, etc. In the case of landscaping, the Contractor may remove and store sod and plant material. If, in the determination of the Engineer, the sod and/or plant material did not survive the transplanting in good condition, the Contractor shall replace the sod and/or plant material to match in type and quality. Also, the Contractor may salvage any sprinkler system materials, lighting materials, etc. In the event that it is not feasible to reinstall the salvaged material, new material shall be installed.

The Contractor shall not dump spoil or waste material on private property without first obtaining from the owner written permission for such dumping. All such dumping shall be in strict conformance with the Grading and Drainage Ordinance of the Contracting Agency.

Access to private property shall be maintained to keep inconvenience to the property owner to a minimum. Prior to any construction in front of driveways the Contractor shall notify the property owner 24 hours in advance. Inconvenience caused by construction across driveways and sidewalks shall be kept to a minimum by restoring the serviceability as soon as possible. If it is necessary to leave open excavation for a long period of time, the Contractor shall provide structurally adequate steel plates to bridge the excavation.

107.10 CONTRACTOR'S RESPONSIBILITY FOR WORK:

The Contractor shall properly guard, protect, and take every precaution necessary against injury or damage to all finished or partially finished work, by the action of the elements or from any other cause until the entire project is completed and accepted by the Engineer. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the Contracting Agency. Partial payment for completed portions of the work shall not release the Contractor from such responsibility.

In case of suspension of the work for any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project and shall erect any necessary temporary structures, signs, or other facilities at no cost to the Contracting Agency.

107.11 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES:

At points where the Contractor's operations are adjacent to properties of utility firms or other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not commence until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the owners of any underground or overhead utilities in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

If any utility service is interrupted as a result of accidental breakage, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

The Contractor shall expose all underground utilities and structures which might interfere with the construction of the project, in order to permit survey location prior to construction.

The Contractor shall assume full responsibility for damages to any underground facility/utility as a result of failing to obtain information as to its location, failing to excavate in a careful, prudent manner or failing to take measures for protection of the facilities/utilities. The Contractor is liable to the owner of the underground facility/utility for the total cost of the repair.

SECTION 107

107.12 FURNISHING RIGHT-OF-WAY:

The Contracting Agency will provide right-of-way and easements for all work in advance of construction. Any exceptions will be indicated in the special provisions.

107.13 PERSONAL LIABILITY OF PUBLIC OFFICIALS:

In carrying out any provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the Contracting Agency, Engineer, or their authorized representatives, either personally or as officials of the Contracting Agency, it being understood that in all such matters they act solely as agents and representatives of the Contracting Agency.

107.14 NO WAIVER OF LEGAL RIGHTS:

Upon completion of the work, the Contracting Agency will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or stop the Contracting Agency from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Contracting Agency be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as it may sustain, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Contracting Agency of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract and in addition to any specific remedy provided the Contracting Agency in the contract documents, shall be liable to the Contracting Agency for latent defects, fraud or such gross mistakes as may amount to fraud, or as regards the Contracting Agency's rights under any warranty or guaranty or remedy required by law.

- End of Section -

SECTION 111

SPECIAL PROJECT CONSTRAINTS

111.1 LIMIT OF CONSTRUCTION ACTIVITIES ON WORK SITE

111.1.1 Traffic Control:

- 1) During non-work hours, the Contractor shall keep all lanes of traffic open and clear. All trenches shall be backfilled or covered with suitable steel plates and open to traffic.
- 2) No equipment, construction material or excavated material that will interfere with traffic shall be stored on streets or roadways at any time.

111.2 SEQUENCE OF WORK

111.2.1 General:

- 1) The Contractor shall schedule and sequence their work in order to complete the Work by the specified completion date.
- 2) The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed and shall pursue it to completion.
- 3) The Contractor shall coordinate material supply, construction, and inspection to assure efficient and orderly completion of the Work.

111.3 PROJECT CONSTRAINTS

111.3.1 Maintenance of Local Access:

- 1) Constraints listed herein involve limits on activities during construction. These limits relate to critical nature of traffic and business access.
- 2) Continuous access to businesses is of critical importance. Schedule and conduct activities to enable continued business access and minimized traffic restrictions.
- 3) The Contractor shall limit construction activities to one (1) intersection at a time.
- 4) Work Plan:
 - a. The Contractor shall submit a detailed Work Plan and time schedule for all construction activities that will make it necessary to limit traffic access.
 - b. The Work Plan shall, at a minimum, identify:
 - i. The date and time when each intersection will be impacted by closure.
 - ii. What equipment will be present including standby equipment.
 - iii. What traffic control devices will be used and their placement.
 - iv. What assistance will be required of Town of Florence personnel.
 - v. Submit Work Plan 10 days prior to the scheduled activity.
- 5) Intersection and Roadway Closures:
 - a. Coordinate proposed Work with the Town of Florence and local business Owners prior to any traffic restrictions.
 - b. Under no circumstance shall the Contractor cease Work at the end of a normal working day or at the end of a working week if such actions may inadvertently prevent business access.
- 6) Project Work:
 - a. The existing access ramps, associated sidewalk, curb and gutter shall be removed in their entirety.
 - b. Access Ramps shall be replaced and shall include truncated dome detectable warnings colored brick red.
 - c. Sidewalk shall be replaced having a surface colored and imprinted with a pattern.
 - d. Curb and Gutter shall be replaced with the Top of Curb tapering from the 6" height at the access ramps to match the height of the existing curbs.
 - e. Multiple awning supports lie within the proposed construction area. Coordinate with the Town of Florence and property owners to preserve and protect or replace.

111.3.2 Relocation of Existing Utilities:

- 1) During construction, it is expected that minor relocation of utilities will be required.
- 2) Provide complete relocation or adjustment of existing facilities, including piping, equipment, structures, electrical conduit wiring, and other necessary items.
- 3) Use only new materials for relocated facilities. Match materials of existing facilities, unless otherwise shown or specified.

111.3.3 Overtime:

- 1) Conduct Work outside regular working hours on prior written consent of the Town of Florence to meet Project schedule and avoid undesirable conditions.
- 2) All overtime Work by the Contractor necessary to conform to the requirements of this Section and related Sections shall be performed by the Contractor, at no cost to the Town of Florence and shall be performed in accordance with the General Conditions. The Contractor shall make no claims for extra compensation as a result thereof.

End of Section

SECTION 201

CLEARING AND GRUBBING

201.1 DESCRIPTION:

This work shall consist of removing objectionable material from the right-of-way, easements and such other areas as may be specified in the special provisions. Clearing and grubbing shall be performed in advance of grading operations.

201.2 PRESERVATION OF PROPERTY:

Existing improvements, adjacent property, utilities and other facilities, and trees and plants not to be removed, shall be protected from injury or damage resulting from the Contractor's operations, see Section 107.

201.3 CONSTRUCTION METHODS:

The construction site and areas on each side of the roadway from centerline to the toe of an embankment, the top of a cut slope, the slope rounding limit or to a line 10 feet outside the edge of the surfaced area, whichever is greater, but not beyond the limits of the right-of-way, shall be cleared of all trees, stumps, brush, roots, rubbish, debris and other objectionable matter, except as follows.

All trees and shrubs found suitable for improvement and beautification, which will not interfere with excavation or embankment or cause disintegration of the improvements shall not be disturbed. In any event, the Contractor shall avoid, as far as practicable, injury to shrubbery, vines, plants, grasses and other vegetation growing outside of the clearing limits. The dragging and the piling of materials of various kinds and the performing of other work which may be injurious to vegetation shall, insofar as practicable, be confined to areas which have no vegetation or which will be covered by embankment or disturbed by excavation during grading operations.

For the full width of all water courses within the right-of-way lines, no stump, root or other obstruction shall be left higher than the natural stream bed.

From excavated areas, all stumps, roots and other obstructions 3 inches or over in diameter shall be grubbed to a depth of not less than 18 inches below finish grade.

In embankment areas or other areas to be cleared outside the road prism slope lines, all stumps, roots and other obstructions shall not be left higher than specified in Table 201-1.

Height of Embankment Over Stump	Height of Clearing and Grubbing
0 Feet to 2 Feet	All stumps or roots 6 inches or over in diameter shall be grubbed to 18 inches below original grade. All others shall be cut flush with the ground.
2 Feet to 3 Feet	All stumps 1 foot and over in diameter shall be grubbed to 18 inches below original grade. All others shall be cut flush with the ground.
Over 3 Feet	No stumps shall be left higher than the stump top diameter, and in no case more than 18 inches.

Cavities left below subgrade elevation by removal of stumps or roots shall be carefully backfilled and compacted.

Tree branches extending over the roadway, which hang within 12 feet of the profile grade or that restrict sight distance shall be cut off close to the trunk or stem of the tree in a neat and workmanlike manner. The Contractor shall remove additional tree branches under the direction of the Engineer, in such a manner that the tree will present a balanced appearance. Scars resulting from the removal of branches shall be treated with a heavy coat of an approved tree sealant.

All tree trunks, stumps, brush, limbs, roots, vegetation and other debris removed in clearing and grubbing shall be removed to locations outside of and out of sight of the right-of-way, or otherwise disposed of so as to leave the construction site and adjacent areas in a neat and finished condition, free from unsightly debris.

SECTION 201

201.4 REMOVAL AND DISPOSAL OF SALVAGEABLE ITEMS:

Items and materials of salvage value as determined by the Engineer, unless incorporated in the new work, shall remain the property of the Contracting Agency and shall be stored in adjacent areas as directed by the Engineer. Such items and materials shall be carefully removed and in such a manner as to permit reuse.

201.5 PAYMENT, CLEARING AND GRUBBING:

Unless otherwise provided in the special provisions or bid proposal, no payment will be made for clearing and grubbing as such; the cost thereof shall be included in the bid price for the construction or installation of the items to which said clearing and grubbing are incidental or appurtenant.

201.6 MEASUREMENT, REMOVAL AND DISPOSAL OF TREES:

If the proposal includes separate estimates of quantities for the removal of trees, the tree will be classified by size as follows:

(A) Trees 12 inches or less in diameter at 1-foot above the original ground surface will be included in the bid price for clearing and grubbing or excavation and no additional compensation will be allowed therefore.

(B) Trees more than 12 inches in diameter at 1-foot above the original ground will be included as separate bid item and payment will be made at the unit bid price quoted in the proposal.

201.7 PAYMENT, REMOVAL AND DISPOSAL OF TREES:

Payment for removal of trees will be on a unit price for each tree measured and removed, in accordance with the above classifications, at the unit price stipulated in the proposal.

- End of Section -

SECTION 203

MOBILIZATION

203.1 DESCRIPTION:

Mobilization shall consist of preparatory Work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of all office buildings and other facilities necessary for Work on the Project.

Mobilization shall cover furnishing, erecting, and maintaining construction signs. Mobilization shall cover the cost of all Project related cleanup and de-mobilizing not otherwise provided for within the Contract.

Mobilization shall cover provisions for any temporary utilities or facilities required to perform the Work.

Mobilization shall cover the cost of providing the required Bonds and insurances under the Contract. The Contractor shall make arrangements for, secure, and pay for any and all utility supplies that may be required for the execution of the Contract. The Contractor shall provide all temporary lighting for the execution of the Work and for the safety of employees, Subcontractors, and the public.

All other activities, procedures, and products not specifically covered by Unit or Lump Sum Items of the Work in the execution of the Contract are included in this specification of Mobilization.

203.2 PAYMENT:

Mobilization is a Lump Sum Item. Payments will be made at the Contract Price. Six payments will be made in accordance with the following schedule:

- 1) When 5% of the Original Total Contract Price is earned, 25% of the amount bid for Mobilization, or 2 ½% of the Original Total Contract Price, whichever is less, will be paid.
- 2) When 10% of the Original Total Contract Price is earned, 50% of the amount bid for Mobilization, or 5% of the Original Total Contract Price, whichever is less, will be paid.
- 3) When 25% of the is earned, 60% of the amount bid for Mobilization, or 6% of the Original Total Contract Price, whichever is less, will be paid.
- 4) When 65% of the Original Total Contract Price is earned, 90% of the amount bid for Mobilization, or 9% of the Original Total Contract Price amount, whichever is less, will be paid.
- 5) When 85% of the Original Total Contract Price amount is earned, 100% of the amount bid for Mobilization, or 10% of the Original Total Contract Price amount, whichever is less, will be paid.
- 6) Upon completion of all of the Work of the Contract, any unpaid amount of the Original Total Contract Price for Mobilization will be paid.

Nothing herein under Mobilization shall be construed to limit or preclude partial payments, or final payment, otherwise provided for by the Contract.

End of Section

SECTION 336

PAVEMENT MATCHING AND SURFACING REPLACEMENT

336.1 DESCRIPTION:

Street and alley pavement and surfacing within the Contracting Agency's rights-of-way, removed by construction activities or to be widened or matched in connection with the improvement of Public Works, shall be placed as shown on the plans and applicable standard details, in accordance with this specification and/or the special provisions.

Asphalt concrete pavement replacement shall be constructed in accordance with Type A, B, D or E of standard details, as indicated on the plans, and as required by Sections 321 and 710.

Portland cement concrete pavement replacement shall be in accordance with Type C of the Standard Details, and as required by Sections 505 and 725.

ABC or decomposed granite surface replacement shall be constructed in accordance with Type F of standard details as indicated on the plans and in Section 702.

Temporary pavement replacement shall be constructed as required below.

Pavements to be matched by construction of new pavements adjacent to or at the ends of a project shall be saw cut in accordance with these specifications and where shown on the plans.

Pavement and surfacing replacement within ADOT rights-of-way shall be constructed in accordance with their permits and/or specification requirements.

336.2 MATERIALS AND CONSTRUCTION METHODS:

Materials and construction methods used in the replacement of pavement and surfacing shall conform to the requirements of all applicable standard details and specifications, latest revisions.

336.2.1 Pavement Widening or Extensions: Existing pavements which are to be matched by pavement widening or pavement extension shall be trimmed to a neat true line with straight vertical edges free from irregularities with a saw specifically designed for this purpose. The minimum depth of cut shall be 1 ½ inches or D/4, whichever is greater.

The existing pavement shall be cut and trimmed after placement of required ABC and just prior to placement of asphalt concrete for pavement widening or extension, and the trimmed edges shall be painted with a light coating of asphalt cement or emulsified asphalt immediately prior to constructing the new abutting asphalt concrete pavements. No extra payment shall be provided for these items and all costs incurred in performing this work shall be incidental to the widening or pavement extension.

The exact point of matching, termination, and overlay may be adjusted in the field, if necessary, by the Engineer or designated representative.

336.2.2 Pavement to be Removed: Existing asphalt pavement to be removed for trenches or for other underground construction or repairs shall be cut by a device capable of making a neat, straight and smooth cut without damaging adjacent pavement that is not to be removed. The Engineer's decision as to the acceptability of the cutting device and manner of operation shall be final. If saw cutting, only, is to be utilized, it will be so specified in the plans or special provisions.

In lieu of cutting trenches across driveways, curbs and gutters, sidewalks, alley entrances, and other types of pavements, the Contractor may, when approved by the Engineer, elect to tunnel or bore under such structures and pavements.

When installations are within the street pavement and essentially parallel to the center line of the street, the Contractor, with approval of the Engineer, may elect to bore or tunnel all or a portion of the installation. In such installations, the seal coat requirements, as discussed in Section 336.2.4, will be modified as follows:

SECTION 336

(A) If the pavement cuts (bore pits, recovery pits, etc.) are 300 feet or more apart, the bore or tunneled distance will not be considered as part of the open trench and the seal coat may not be required.

(B) If the pavement cuts (bore pits, recovery pits, etc.) are less than 300 feet apart, the distance between the cuts will be considered the same as a trench cut and the distance will be added to any trench cut distances.

336.2.3 Temporary Pavement Replacement: Temporary pavement replacement, as required in Section 601, may be with cold-mix asphalt concrete, with a minimum thickness of 2 inches, using aggregate grading in accordance with Section 710.

Temporary pavement replacement shall be used in lieu of immediate placement of single course permanent replacement or the first course of two course pavement replacement only on transverse lines such as spur connections to inlets, driveways, road crossings, etc., when required by the Engineer, by utilities or others who subcontract their permanent pavement replacement, under special prior arrangement; or for emergency conditions where it may be required by the Engineer. Temporary pavement replacement shall be placed during the same shift in which the backfill to be covered is completed.

Rolling of the temporary pavement replacement shall conform to the following:

(A) Initial or breakdown rolling shall be followed by rolling with a pneumatic-tired roller. Final compaction and finish rolling shall be done by means of a tandem power roller.

(B) On small areas or where equipment specified above is not available or is impractical, the Engineer will approve the use of small vibrating rollers or vibrating plate type compactors provided comparable compaction is obtained.

The surface of the temporary pavement shall be finished off flush with the adjacent pavement.

336.2.4 Permanent Pavement Replacement and Adjustments:

336.2.4.1 Permanent Pavement Replacement: Pavement replacement for cuts essentially parallel to the street centerline and greater than 50 feet in length shall be two course pavement replacement as hereinafter specified. For cuts greater than 600 feet in length the entire area shall then be seal coated in accordance with Section 330 (coated chips) or as otherwise specified. This seal coat shall extend from the edge of pavement or lip of gutter to the street centerline except that on residential streets less than 36 feet face to face of curb or where the pavement patch straddles the centerline, the entire width of street shall be seal coated.

In lieu of placing the seal coat as required previously, and with approval of the Contracting Agency, the Contractor may deposit with the Contracting Agency for credit to the Street Maintenance Department, a negotiated agreed upon amount. The Street Maintenance Department will incorporate this work into their street maintenance program.

Pavement replacement for cuts parallel to the street centerline less than 50 feet in length, transverse cuts, bell holes and similar small areas shall match gradation and thickness of the existing pavement. These one course pavement patches shall be compacted with a vibratory roller to the same density specified for asphalt concrete pavements.

Laying of single course or the base course of the asphalt concrete pavement replacement where a two course replacement is applicable shall never be more than 600 feet behind the ABC placed for the pavement replacement.

The trench must be compacted to its required density, and required ABC must be in place prior to the placement of the asphalt concrete.

Single course replacement shall consist of a 12.5 mm or 19 mm mix placed and finished as directed by the Engineer.

The base course of two course pavement replacement shall consist of a 19 mm mix in accordance with Section 710.

SECTION 336

Where the base course is to be placed with non-compactive equipment, it shall be not less than 2 inches in thickness and the material shall be immediately rolled with a pneumatic-tired roller. The surface course shall be of sufficient depth to provide the total required compacted thickness of the two courses, but not more than 1 inch.

Where the trench is 6 feet or more in width, all courses, single or both courses of the two course pavement replacement, shall be laid with a self-propelled compacting, spreading equipment. When the trench is from 6 to 8 feet in width, the self-propelled compacting, spreading equipment shall not be wider than 8 feet. All courses, except the surface course, shall be of a compacted thickness of not less than 1½ inches.

The surface course shall consist of a 9.5 mm mix in accordance with Section 710 as specified by the Engineer to match the existing surface. The surface course shall not be placed sooner than 2 weeks after the base course, except where the trench crosses a signalized intersection. In this case the surface course shall be placed within 48 hours, or the crossing pavement replacement shall be single course as specified above.

Placement of the surface course is to be by means which will result in a surface texture satisfactory to the Engineer, and flush with the existing pavement.

Where deep lift asphalt concrete (asphalt concrete base and asphalt concrete wearing course) exists, the base course replacement shall be made in lifts not exceeding 6 inches in compacted thickness to within ½ inch of the finish grade.

336.2.4.2 Adjustments: When new or existing manholes, valves, survey monuments, clean outs, etc. fall within the limits of the permanent pavement replacement as discussed in this Section, the Contractor shall be responsible for adjusting the various items to the new pavement surface or as directed by the Engineer. This will include but not be limited to slurry and chip seals.

The Contractor will coordinate with the Engineer and with representatives of the various utilities regarding the adjustment and inspection of the work. The Contractor shall be responsible for obtaining and complying with all specifications, special requirements, details, etc. of the Utility Company regarding the adjustments. When adjusting the Agency's utilities, survey monuments, etc., the adjustment will comply with these Specifications and Details.

The work will be done in compliance with OSHA standards and regulations regarding confined space entry.

The Contractor shall remove all material attached to the lids and/or covers including that of prior work. The method of removal shall be approved by the Engineer and/or the Utility Representative.

336.3 TYPES AND LOCATIONS OF PAVEMENT AND SURFACING REPLACEMENT:

Normally, the type of pavement replacement and backfill required will be noted on the plans or specified in other portions of the contract documents and construction will be in accordance with Detail 200. This detail requires that a 12-inch "T" Top be utilized when normal traffic flow is perpendicular to any one of the four sides of the trench excavation. Therefore, Type A pavement replacement will require a "T" Top whenever the trench crosses a street or goes through an intersection and at the end(s) if they terminate in the street. Type B pavement replacement will require the "T" Top on the sides that are perpendicular to normal traffic flow.

If a type is not noted on the plans or specified in the special provisions, the following criteria will govern:

Type A pavement replacement, including the "T" Top, will be utilized on all streets where the excavation is parallel to the centerline of the street.

Type B pavement replacement, including the "T" Top, will be utilized on all streets where the excavation is transverse to the centerline of the street.

Type C pavement replacement will be used to match existing portland cement concrete pavement.

Type D pavement replacement may be used when the condition of the existing pavement does not justify construction of Type A or B. Prior written approval of the Engineer is required.

SECTION 336

Type F pavement replacement will be utilized to match existing ABC or decomposed granite roadways.

Where a longitudinal trench is partly in pavement, the pavement shall be replaced to the outside edge of the existing pavement, on a straight line, as indicated on the plans. Measurements for payment shall be from the inner limit of pay width allowed below, to the outside edge of the existing pavement as defined herein.

Where no part of a trench is in pavement, surfacing replacement will only be specified where existing surfacing materials have been removed.

When a trench cut is in aggregate surfaced area, the surfacing replacement shall be of a like type and depth as the existing material, compacted to the densities required in Section 601.

336.4 Measurement:

Measurement for payment and surfacing replacement shall be by the square yard, based upon actual field measurement of the area covered except as noted below.

(A) In computing pay quantities for replacement Types A, B, and F, pay widths will be based on the actual field measured width, however the boundaries of the measurement will not extend further than $\frac{1}{2}$ the distance, either side, from the centerline of the pipe as depicted on Table 601-1, Maximum Width At Top Of Pipe Greater Than O.D. Of Barrel.

(B) In computing pay quantities for replacement Types C, D, E, and T, pay widths will be based on the actual field measured width, however the boundaries of the measurement will not extend further than $\frac{1}{2}$ the distance plus 12 inches, either side, from the centerline of the pipe as depicted on Table 601-1, Maximum Width At Top Of Pipe Greater Than O.D. Of Barrel.

(C) Where a longitudinal trench is partly in pavement, computations of pay quantities shall be based on the limitations specified above.

(D) The length of pavement and surfacing replacement shall be measured through any manhole, valve box, or other structure constructed in the pipe line, and any pavement or surface replacement and/or seal treatment in excess of the above pay widths shall be considered and included in the bid item for such structure.

(E) Any pavement replacement in excess of the specified pay widths necessitated by the installation of valves, tapping sleeves and valves, valve by-passes, and concrete thrust blocks shall be included in the bid price for these items.

(F) When special provisions allow deviations from the trench widths specified in Section 601, the above allowed pay widths for pavement replacement may be altered where so specified.

(G) Measurement of pavement and surfacing replacement shall be made along the finished surface of the ground to the nearest foot, and shall be computed to the nearest square yard.

336.5 PAYMENT:

Direct payment for pavement or surfacing replacement will be made for replacement over all pipe trench cuts except as otherwise allowed in the special provisions. Payment for replacements over other work shall be included in the cost of constructing that work, in accordance with the applicable standard details and specifications.

Payment for temporary pavement replacement shall be included in the cost of the pipe.

When a Contractor has the option of either jacking and/or boring or open cut construction, and elects to construct a pipeline by the jacking and/or boring method, he will be paid for the replacement of such items of work as pavement, curb and gutter, sidewalk, driveway, and alley entrances, as allowed for open cut construction.

End of Section

SECTION 340

CONCRETE CURB, GUTTER, SIDEWALK, SIDEWALK RAMPS, DRIVEWAY AND ALLEY ENTRANCE

340.1 DESCRIPTION:

The various types of concrete curb, gutter, sidewalk, sidewalk ramps, driveways, and alley intersections shall be constructed to the dimensions indicated on the plans and standard detail drawings. Joints shall be designated as expansion joints or contraction joints and shall be constructed as per Subsection 340.3.

340.2 MATERIALS:

Concrete shall be class B, conforming to the applicable requirements of Section 725.

Expansion joints filler shall comply with Section 729.

340.3 CONSTRUCTION METHODS:

Existing pavements and concrete, that are joined by new construction, shall be cut in accordance with Section 601.

The subgrade shall be constructed and compacted true to grades and lines shown on the plans and as specified in Section 301. All soft or unsuitable material shall be removed to a depth of not less than 6 inches below subgrade elevation and replaced with material satisfactory to the Engineer. When the Engineer determines that the existing subgrade consists of soils with swelling characteristics, the moisture content shall be brought as close as possible to the optimum required for compaction. This shall be done by the addition of water, by the addition and blending of dry suitable material or by the drying of existing material. The subgrade shall then be compacted to a relative density of 75% minimum to 85% maximum with 80% as ideal.

Material displaced in the construction shall not be placed on the base and/or surfacing material already in place on the roadway nor shall the excavated material be placed in such a manner as to interfere with access to property or traffic flow in the street.

Existing concrete sidewalks and driveways which abut the new sidewalks and driveway entrances shall be removed to a distance required to maintain a slope as indicated by standard details or not to exceed 1 inch per foot where sidewalks are concerned. Sawcutting is required at the match lines and payment will be made under the respective pay items as provided in the proposal.

Concrete curbs, gutters and sidewalks shall be constructed by the conventional use of forms, or may be constructed by means of an appropriate machine when approved by the Engineer.

If machines designed specifically for such work and approved by the Engineer are used, the results must be equal to or better than that produced by the use of forms. If the results are not satisfactory to the Engineer, the use of the machine shall be discontinued and the Contractor shall make necessary repairs at his own expense. All applicable requirements of construction by use of forms shall apply to the use of machines.

Forms conforming to the dimensions of the curb, gutter, sidewalk, sidewalk ramps, driveway, and alley entrance shall be carefully set to line and grade, and securely staked in position. The forms and subgrade shall be watered immediately in advance of placing concrete.

Forms shall be thoroughly cleaned each time they are used, and shall be coated with a light oil, or other releasing agent of a type which will not discolor the concrete.

The concrete shall be thoroughly spaded away from the forms so that there will be no rock pockets next to the forms. The concrete may be compacted by mechanical vibrators approved by the Engineer. Tamping or vibrating shall continue until the mortar flushes to the surface, and the coarse aggregate is below the concrete surface.

Unless otherwise specified, expansion joints shall be installed at all radius points, at both sides of each driveway, at both sides of each alley entrance, at adjoining structures and at every change of depth in the concrete. The maximum distance between expansion joints shall be 50 feet. Expansion joints shall be constructed in a straight line, vertical plane and perpendicular to the longitudinal line of the sidewalk, curb and gutter, single curb, etc., except in cases of curved alignment, where they will be constructed along the radial lines of the curve. Expansion joints shall be placed to match the joints of the adjacent concrete such as sidewalk to the curb and gutter or single curb, etc. Expansion joints shall be constructed to the full depth and width of the concrete with the top of the material one-quarter inch below the top surface as depicted in Detail 230. Unless otherwise specified,

SECTION 340

all expansion joints installed against newly placed concrete, sawcut or other smooth surfaces shall comply with Section 729.1 - Premolded Joint Filler per ASTM D-1751, ½", Bituminous Type. Expansion joints installed against existing uneven surfaces shall be per Section 729.2 - Pour Type Joint Filler.

Contraction joints, unless otherwise specified, shall be constructed in accordance with the standard details, and in a straight line and vertical plane perpendicular to the longitudinal line of the sidewalk, sidewalk ramp or curb and gutter, except in cases of curved alignment when they will be constructed along the radial lines of the curb.

Sidewalk or sidewalk ramp score marks, unless otherwise specified, shall be constructed in accordance with the standard detail.

All edges shall be shaped with a suitable tool so formed as to round the edges to a radius as indicated on the standard details.

The front face form shall not be removed before the concrete has taken the initial set and has sufficient strength to carry its own weight, gutter forms and rear forms shall not be removed until concrete has hardened sufficiently to prevent damage to the edges. Special care shall be taken to prevent any damage. Any portion of concrete damaged while stripping forms shall be repaired or if the damage is severe, replaced at no additional cost to the Contracting Agency. The face, top back, and flow line of the curb and gutter shall be tested with a 10-foot straightedge or curve template, longitudinally along the surface. Any deviation in excess of ¼ inch shall be corrected at no additional cost to the Contracting Agency.

The surface of concrete sidewalk or sidewalk ramp shall be tested with a 5-foot straightedge. Any deviation in excess of ⅛ inch shall be corrected at no additional cost to the Contracting Agency.

When required by the Engineer, gutters having a slope of 0.8 foot per hundred feet or less, or where unusual or special conditions cast doubt on the capability of the gutters to drain, they shall be water tested. Water testing shall consist of establishing flow in the length of gutter to be tested by supplying water from a hydrant, tank truck or other source. One hour after the supply of water is shut off, the gutter shall be inspected for evidence of ponding or improper shape. In the event water is found ponded in the gutter to a depth greater than ½ inch, or on the adjacent asphalt pavement, the defect or defects shall be corrected in a manner acceptable to the Engineer without additional cost to the Contracting Agency.

Any section of the work deficient in depth or not conforming to the plans or specifications shall be removed and replaced by the Contractor at no additional cost to the Contracting Agency.

Finishing and curing of the concrete shall be done in the manner specified in Section 505.

The Contractor shall stamp his name and year on all work done by him, on each end of the curb, gutter, sidewalk or sidewalk ramp. The letters shall not be less than ¼ inch in height.

340.4 BACKFILLING:

Unless otherwise specified the Contractor shall backfill behind the curbs, sidewalk or sidewalk ramps with soil native to the area to the lines and grades shown on the plans.

340.5 MEASUREMENT:

Concrete curbs and gutters of the various types shown on the plans and in the proposal, will be measured along gutter flow line through inlets, catch basins, driveways, sidewalk ramps, etc., by the lineal foot to the nearest foot for each type, complete in place.

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

340.6 PAYMENT:

Payment for the above named items will be made in accordance with the unit prices or lump sums as set forth in the proposal. Such payment shall include full compensation for furnishing all labor, material, tools and equipment and accomplishing all work in conformance with the contract documents.

End of Section

SECTION 345

ADJUSTING FRAMES, COVERS, VALVE BOXES AND WATER METER BOXES

345.1 DESCRIPTION:

The Contractor shall furnish all labor, materials, and equipment necessary to adjust all frames, covers and valve boxes as indicated on the plans or as designated by the Engineer. The frames shall be set to grades established by the Engineer, in a manner hereinafter specified.

The Contractor may elect to remove old frames, covers and valve boxes and to install new frames and/or boxes without any additional cost to the Contracting Agency, in accordance with standard detail drawings.

345.2 ADJUSTING FRAMES:

The Contractor shall loosen frames in such a manner that existing monuments, clean outs or valve boxes will not be disturbed or manholes damaged. Debris shall not be permitted to enter sanitary or storm sewer conduits. All loose material and debris shall be removed from the excavation and the interiors of structures prior to resetting frames.

Frames shall be set to the elevations and slopes established by the Engineer and shall be firmly blocked in place with masonry or metal supports. Spaces between the frame and the old seat shall be sealed on the inside to prevent any concrete from entering the hand hole or manhole. Class AA concrete shall be placed around and under the frames to provide a seal and properly seat the frame at the required elevation and slope. Concrete shall be struck off flush with the top of the existing pavement.

345.3 ADJUSTING VALVE BOXES:

Valve boxes shall be adjusted to the new elevations indicated on the plans, or as established by the Engineer.

Adjustable cast iron boxes shall, if possible, be brought to grade by adjustment of the upper movable section. Any excavated area shall be filled with Class AA concrete to the level of the existing pavement, or as directed by the Engineer.

Concrete pipe valve boxes in areas not subject to vehicular traffic shall be adjusted to grades by installing a suitable length of metal or concrete pipe, of the same inside diameter as the present valve box, and reinforcing the outside with a concrete collar extending from at least 2 inches below the joint up to and flush with the top of the valve box extension. This collar shall be of Class AA concrete. The dimension from the outside of the box to the outside of the collar shall not be less than 2 inches. This adjustment will be known as Type B.

In areas subject to vehicular traffic and where the existing valve box is a Type B, the adjustment to the new elevation shall be made using the old cover and installing a new 8 inch frame in accordance with the standard detail for installation of valve boxes in vehicular traffic areas. This adjustment shall be known as Type BA.

Adjustment of existing Type A valve boxes to the new elevations shall be as described in Subsection 345.2 above. This adjustment shall be known as Type A.

345.4 ADJUSTING MANHOLE AND VALVE COVERS:

Adjusting rings may be used to raise manhole covers in asphalt pavements when deemed acceptable by the Engineer. The amount of adjustment, thickness of seal or overlay, and cross slope will be considered when using adjusting rings. Each location where an adjusting ring is used must have a sufficient depth of asphalt to assure the proper installation and operation of the ring. The rings shall be made of a non-metallic, polypropylene or fiberglass material and installed per the manufacturer's specifications. The rings shall be approved by the Engineer.

345.5 MEASUREMENT:

The quantities measured will be the actual number of frames, covers and valve boxes of each type, adjusted and accepted.

345.6 PAYMENT:

The quantities, as determined above will be paid for at the contract price per unit of measurement respectively, for each of the particular items listed in the proposal. The payment shall be compensation in full for all materials, labor, equipment and incidentals necessary to complete the work.

End of Section

SECTION 350

REMOVAL OF EXISTING IMPROVEMENTS

350.1 DESCRIPTION:

This work shall consist of removal and disposal of various existing improvements, such as pavements, structures, pipes, curbs and gutters, and other items necessary for the accomplishment of the improvement.

350.2 CONSTRUCTION METHODS:

The removal of existing improvements shall be conducted in such a manner as not to injure utilities or any portion of the improvement that is to remain in place. See Section 107.

Sidewalks shall be removed to a distance required to maintain a maximum slope for the replaced portion of sidewalk, for one inch per foot and all driveways shall be removed to a distance as required by standard details.

Existing concrete driveway curbs and gutters shall be removed to the right-of-way line and the new end of curb faced.

Portland cement concrete pavements, curbs and gutters and sidewalks designated on the plans for removal shall be saw-cut at match lines, in accordance with Section 601 and removed.

Asphalt concrete pavements designated on the plans for removal shall be cut in accordance with Section 336.

Removal of trees, stumps, irrigation structures, storm water inlets, headwalls and other items in the right-of-way shall be done in accordance with Section 201.

Backfill and compaction of all excavated areas shall be compacted to the densities as prescribed in Section 601.

All surplus materials shall be immediately hauled from the jobsite and disposed of in accordance with Section 205.

350.3 MISCELLANEOUS REMOVAL AND OTHER WORK:

This work shall include, but not be limited to the following, where called for on the plans.

- (A) Relocate existing fence and gate.
- (B) Remove and reset mail boxes.
- (C) Remove signs and bases in right-of-way.
- (D) Remove planter boxes, block walls, concrete walls, and footings.
- (E) Install plugs for pipes and remove existing plugs as necessary for new construction.
- (F) Remove wooden and concrete bridges.
- (G) Remove median island slabs.
- (H) Remove pavements and aggregate base where called for outside the roadway prism.

350.4 PAYMENT:

Payment for removals will be made at the unit bid prices bid in the applicable proposal pay items, which price shall be full compensation for the item complete, as described herein or on the plans.

End of Section

SECTION 361

IMPRINTED CONCRETE (BOMANITE/BOMACRON)

361.1 DEFINITION:

BOMANITE

A cast-in-place concrete slab, having the surface colored and imprinted with a pattern. The work is performed on the job site by trained and experienced workmen.

BOMACRON

A cast-in-place concrete slab, having the surface colored, imprinted with a pattern and texture. The work is performed on the job site by trained and experienced workmen.

361.2 QUALITY ASSURANCE:

361.2.1 General: All BOMANITE work shall comply with the current specifications and quality standards issued by BOMANITE CORPORATION.

The contractor shall provide a job site sample (referee sample) of 4 square feet minimum to be approved by the architect/engineer prior to the start of construction. Said sample shall be the standard for the balance of the work installed, and shall be protected against damage until final approval from the architect/engineer.

361.3 PRODUCTS AND MATERIALS:

206.3.1 Concrete Mix Design: The concrete shall have a minimum compressive strength of 3000 psi in non-freeze areas, 3500 psi in moderate freezethaw areas and 4000 psi in severe freeze-thaw areas. Portland cement shall conform to ASTM C 150 Type I, II, or V, depending on soil conditions. Aggregates shall conform to ASTM C 33. Mixing water shall be fresh, clean and potable. In freeze-thaw areas only, an air-entraining admixture complying to ASTM C 260 shall be used to achieve entrained air content for the particular mix used in accordance with the published recommendations of the Portland Cement Association and the American Concrete Institute. No admixtures containing calcium chloride shall be permitted.

361.3.2 Coloring, Imprinting, Curing and Sealing Materials: BOMANITE Color Hardener: The concrete shall be colored with the following BOMANITE Color Hardener color(s): Sunset Rose (Davis Colors). The grade of the hardener shall be: Regular Grade.

(Optional) BOMACRON Release Agent: The following BOMACRON Release Agent color(s) shall be applied to all concrete surfaces to be imprinted and textured: To be selected.

361.3.3 Pattern: The following BOMANITE (BOMACRON) pattern shall be used: Ashlar Slate. All imprinting tools used in the execution of this project shall be manufactured by BOMANITE Corporation.

361.3.4 Curing: BOMACRON imprinted concrete slabs are not compatible with curing compounds, and do not typically require membrane or mechanical curing.

361.3.5 Sealer: All BOMANITE/BOMACRON slabs shall be sealed in accordance with the manufacturer's recommendations.

361.4 EXECUTION:

361.4.1 Installation Procedures: The area to receive BOMANITE/BOMACRON imprinted concrete shall have the sub-grade prepared as required as for any concrete slab on grade.

The formwork shall be installed in accordance with the drawings. The slab thickness shall be consistent with that of ordinary concrete slabs under the same conditions.

Provide reinforcement if specified on the plans.

SECTION 361

Control joints and/or expansion joints shall be provided in accordance with the drawings and the guidelines established by the American Concrete Institute. As with any concrete slab, BOMANITE/BOMACRON imprinted concrete usually contains construction joints, control joints and expansion joints. The contractor shall advise and work with the architect/engineer to determine the best location for these joints to minimize the visibility of the joints and to minimize unsightly cracking.

The concrete shall be placed and screeded to the finished grade, and floated to a uniform surface using standard finishing techniques.

BOMANITE Color Hardener shall be applied evenly to the surface of the fresh concrete by the dry-shake method using a minimum of 60 pounds per 100 square feet. It shall be applied in two or more shakes, floated after each shake and troweled only after the final floating.

BOMACRON Release Agent shall be applied evenly to the troweled surface prior to imprinting.

While the concrete is still in its plastic stage of set, the BOMANITE/BOMACRON imprinting tools shall be applied to the surface.

BOMANITE Seal, or approved equal, shall be applied in accordance with the manufacturer's recommendations immediately after completing the imprinting process for BOMANITE slabs only. BOMACRON slabs typically do not require membrane or mechanical curing.

361.5 OPERATION AND MAINTENANCE:

All BOMANITE/BOMACRON installations should be regularly maintained in order to maintain a top quality appearance. Every 18 to 36 months, installations should be inspected, and should be cleaned and resealed as required by volume and intensity of traffic. Contact Progressive Hardscapes for the proper maintenance program in your area.

361.6 PAYMENT:

Payment for imprinted and colored concrete will be made at the unit bid prices in the applicable proposal pay item, which price shall be full compensation for the item complete, as described herein or on the plans.

End of Section



BOMANITE® / BOMACRON® GUIDELINE SPECIFICATIONS

Following are the suggested BOMANITE/BOMACRON specifications to assist you in the preparation of the project documents. The BOMANITE/BOMACRON portion of this project should be separated from the balance of the concrete work in Division 3, since the work will be performed by a specifically trained BOMANITE contractor. Depending on the project, the BOMANITE/BOMACRON portion of the work may also be included in Division 2, Paving and Walks, Division 7, Roof Decks, or Division 9, Special Flooring. Please feel free to call us for additional assistance on specifications and technical questions. We can be reached at the following numbers: Office 623-582-2274 Fax 623-582-1751 E-mail Mike@progressivehardscapes.com

Notes:

1) A specifier is within his rights to issue a proprietary specification that names only one brand. If in the informed and professional judgment of the specifier, his client's needs will be best served by naming a particular brand, then he has the responsibility to limit his specification to one source. This practice is even acceptable on publicly funded projects. This principle of proprietary specification has found legal support in the case of Whitten Corp. v. Paddock Pool Builders, Inc., a Federal District Court case from Massachusetts (376 F. Supp. 125). Further support came in 1975 when the U.S. Supreme Court rejected further appeal and review.

1.0 General

1.01 Description - BOMANITE/BOMACRON Imprinted Concrete includes:

- a. Materials: concrete, dry-shake color hardener, curing compound, release agent (optional) and sealer.
- b. Special imprinting and texturing tools.
- c. Concrete placement and finish.
- d. Color hardener and release agent (optional) placement.
- e. Curing compound application (BOMANITE only).
- f. Sealer application.

1.02 References and Standards

a. BOMANITE/BOMACRON Imprinted Concrete: Install in accordance with the standards and specifications of BOMANITE CORPORATION and the American Concrete Institute (ACI).

b. The contractor for this work shall be Progressive Hardscapes, who has been trained and equipped by BOMANITE CORPORATION:

Progressive Hardscapes
2136 W. Melinda Lane
Phoenix, AZ, 85027
Telephone 623-582-2274
Fax 623-582-1751
E-Mail Mike@progressivehardscapes.com
Web Site www.ProgressiveHardscapes.com
www.DrainScape.com

1.03 Definitions

BOMANITE: a cast-in-place concrete slab, having the surface colored and imprinted with a pattern. The work is performed on the job site by trained and experienced workmen.

BOMACRON: A cast-in-place concrete slab, having the surface colored, imprinted with a pattern and texture. The work is performed on the job site by trained and experienced workmen.

1.04 Related Work - to be completed by Progressive Hardscapes except where noted.

- a. Preparation work, including sub-grade preparation, finish grading, constructing formwork, placing and setting screeds, and furnishing and placement of reinforcement shall be done by Progressive Hardscapes or other qualified contractor.
- b. Provide and place concrete.
- c. Provide and apply all BOMANITE Color Hardener. Regular grade color hardener is recommended for all application areas except those subject to heavy pedestrian traffic or heavy vehicular traffic.
- d. Provide and apply all BOMACRON release agents. Release agent is a dry powdered or liquid colored agent used to facilitate release of the imprinting tools from concrete surface, and to provide moderate color variations to the textured surface.
- e. Provide and apply BOMANITE and/or BOMACRON imprinting tools.
- f. (BOMACRON imprinted concrete slabs are not compatible with curing compounds, and do not typically require membrane or mechanical curing.)
- g. Provide and apply sealer.
- h. Outside edges of all imprinted slabs shall be left uncolored unless otherwise specified in the drawings.

1.05 Quality Assurance:

a. All BOMANITE/BOMACRON work shall be installed by a licensed BOMANITE contractor.

The BOMANITE contractor shall provide a qualified foreman or supervisor who has a minimum of three years experience with imprinted and textured concrete, and who has successfully completed at least five BOMANITE/BOMACRON imprinted concrete installations of high quality and similar in scope to that specified herein, and located within a 100 mile radius of the proposed project. Evidence that the contractor is qualified to complete the project in a workmanlike manner as specified herein shall be submitted to, and approved by, the architect/engineer.

b. All BOMANITE work shall comply with the current specifications and quality standards issued by BOMANITE CORPORATION.

c. The BOMANITE contractor shall provide a job site sample (referee sample) of 4 square feet minimum to be approved by the architect/engineer prior to the start of construction. Said sample shall be the standard for the balance of the work installed, and shall be protected against damage until final approval from the architect/engineer.

2.00 Products and Materials

2.01 Concrete Mix Design

a. The concrete shall have a minimum compressive strength of 3000 psi in non-freeze areas, 3500 psi in moderate freeze-thaw areas and 4000 psi in severe freeze-thaw areas. Portland cement shall conform to ASTM C 150 Type I, II, or V, depending on soil conditions. Aggregates shall conform to ASTM C 33. Mixing water shall be fresh, clean and potable. In freeze-thaw areas only, an air-entraining admixture complying to ASTM C 260 shall be used to achieve an entrained air content for the particular mix used in accordance with the published recommendations of the Portland Cement Association and the American Concrete Institute. No admixtures containing calcium chloride shall be permitted.

2.02 Coloring, Imprinting, Curing and Sealing Materials

a. BOMANITE Color Hardener: The concrete shall be colored with the following BOMANITE Color Hardener color(s); to be selected. The grade of the hardener shall be: Regular Grade.

b. (Optional) BOMACRON Release Agent: The following BOMACRON Release Agent color(s) shall be applied to all concrete surfaces to be imprinted and textured: To be selected.

c. Pattern: The following BOMANITE (BOMACRON) pattern shall be used: Ashlar Slate. All imprinting tools used in the execution of this project shall be manufactured by BOMANITE Corporation.

d. Curing: BOMACRON Imprinted concrete slabs are not compatible with curing compounds, and do not typically require membrane or mechanical curing.

e. Sealer: All BOMANITE/BOMACRON slabs shall be sealed in accordance with the manufacturer's recommendations.

3.00 Execution

3.01 Installation Procedures

a. The area to receive BOMANITE/BOMACRON imprinted concrete shall have the sub-grade prepared as required as for any concrete slab on grade.

b. The formwork shall be installed in accordance with the drawings. The slab thickness shall be consistent with that of ordinary concrete slabs under the same conditions.

c. Provide reinforcement if specified on the plans.

d. Control joints and/or expansion joints shall be provided in accordance with the drawings and the guidelines established by the American Concrete Institute. As with any concrete slab, BOMANITE/BOMACRON imprinted concrete usually contains construction joints, control joints and expansion joints. The contractor shall advise and work with the architect/engineer to determine the best location for these joints to minimize the visibility of the joints and to minimize unsightly cracking.

e. The concrete shall be placed and screeded to the finished grade, and floated to a uniform surface using standard finishing techniques.

f. BOMANITE Color Hardener shall be applied evenly to the surface of the fresh concrete by the dry-shake method using a minimum of 60 pounds per 100 square feet. It shall be applied in two or more shakes, floated after each shake and troweled only after the final floating.

g. BOMACRON Release Agent shall be applied evenly to the troweled surface prior to imprinting.

h. While the concrete is still in its plastic stage of set, the BOMANITE/BOMACRON Imprinting tools shall be applied to the surface.

i. BOMANITE Seal, or approved equal, shall be applied in accordance with the manufacturer's recommendations immediately after completing the imprinting process for BOMANITE slabs only. BOMACRON slabs typically do not require membrane or mechanical curing.

OPERATION AND MAINTENANCE

All BOMANITE/BOMACRON installations should be regularly maintained in order to maintain a top quality appearance. Every 18 to 36 months, installations should be inspected, and should be cleaned and resealed as required by volume and intensity of traffic. Contact Progressive Hardscapes for the proper maintenance program in your area.

Certification

The Bomanite International Society of licensed contractors is a worldwide network of specially trained and equipped professionals. Through constant exchange of new ideas, re-education and development programs, members of the Bomanite International Society continue to increase already high standards of quality and service. The activities of the Bomanite International Society are coordinated by Bomanite Corporation. The Corporation also provides services and technical assistance to its member licensees, and to architects, designers and engineers specifying Bomanite products.

BOMANITE® is a registered trademark and service mark with the U.S. Patent Office and other countries.

SECTION 362

DETECTABLE WARNINGS

362.1 DESCRIPTION

Detectable warnings shall consist of a surface of truncated domes colored Light Gray.

The "Armor-Tile" cast in place system is an approved equivalent system. Should this system be used, the contractor should confirm and review the installation process with the Town of Florence - Project Manager prior to the placement of the concrete or detectable warning pads.

362.1.1 Dome Size: Truncated domes in a detectable warning surface shall have a base diameter of 0.9 inch minimum and 1.4 inches maximum, a top diameter of 50 percent of the base diameter minimum to 65 percent of the base diameter maximum, and a height of 0.2 inches.

362.1.2 Dome Spacing: Truncated domes in a detectable warning surface shall have a center to center spacing of 1.6 inches minimum and 2.4 inches maximum, and a base to base spacing of 0.65 inch minimum, measured between the most adjacent domes on a square grid.

362.1.3 Platform Edges: Detectable warning surfaces at platform boarding edges shall be 24 inches wide and shall extend the full of the public use areas of the platform.

362.2 INSTALLATION

362.2.1 Preparation of Surfaces: Verify with general contractor that the concrete is properly cured. Substrate must be clean, dry and free of oil. High spots on the substrates shall be removed by grinding them down.

362.2.2 Installation procedure: Drill holes into substrate for mechanical fasteners as per manufacturer instructions and training. Apply primer as per manufacturer instruction and training. Apply bonding agent with filler and accelerator as per manufacturer instruction and training. Attach mechanical fasteners into substrate as per manufacturer instruction and training.

362.2.3 Installation Environment: Surface mounts may be installed at temperatures of (35° 100° of substrate), provided the above procedures are followed. Certified installer has the knowledge as to what changes need to be made for installing in lower temperatures.

362.2.4 After Installation Environment: Within 10 minutes after installation the safety dome mates are ready for foot traffic. No barricades are needed after installation.

362.3 PAYMENT:

Payment for placement of detectable warnings will be included within the unit bid prices bid in the applicable proposal items for construction of concrete sidewalk ramps, which price shall be full compensation for the item complete, as described herein or on the plans.

End of Section

SECTION 601

TRENCH EXCAVATION, BACKFILLING AND COMPACTION

601.1 DESCRIPTION:

The work covered by this specification consists of furnishing all plant, labor, equipment, appliances and materials, and performing all operations in connection with the excavation and backfilling of trenches in accordance with the plans and special provisions, except for the installation of high density polyethylene pipe (HDPE). See Section 603 for trench excavation, backfilling, and compaction of HDPE pipe.

Excavation for appurtenance structures, such as manholes, inlets, transition structures, junction structures, vaults, valve boxes, catch basins, etc., shall be deemed to be in the category of trench excavation.

601.2 EXCAVATION:

601.2.1 General: The Contractor shall perform all excavation of every description and of whatever substances encountered, to the depths indicated on the plans, and including excavation ordered by the Engineer of compacted backfill for the purpose of making density tests on any portion of the backfill.

All excavation shall be open cut unless otherwise shown on the plans or approved by the Engineer.

601.2.2 Trench Widths: Trenches for other than cast-in-place concrete pipe shall conform to the dimensions in Table 601-1, unless otherwise specified in the special provisions, indicated on the plans, and/or approved by the Engineer.

TABLE 601-1		
TRENCH WIDTHS		
Size Of Pipe (I.D.)	Maximum Width At Top Of Pipe Greater Than O.D. Of Barrel	Minimum Width At Springline Each Side Of Pipe
Less than 18"	16"	6"
18" to 24" inclusive	19"	7½"
27" to 39" inclusive	22"	9"
42" to 60" inclusive	½ O.D.	12"
Over 60"	36"	12"

The width of the trench shall not be greater than the maximum indicated in Table 601-1, at and below the level of the top of the pipe. The width of the trench above that level may be made as wide as necessary for sheeting and bracing, and for proper installation of the work.

If the maximum trench width as specified in Table 601-1 is exceeded at the top of the pipe the Contractor shall provide, at no additional cost to the Contracting Agency, the necessary additional load bearing capacity by means of bedding, having a higher bedding factor than that specified, higher strength pipe, a concrete cradle, cap or encasement, or by other means approved in writing by the Engineer.

601.2.3 Trench Grade: Alignment and elevation stakes shall be furnished the Contractor at set intervals and agreed upon offsets. On water main projects, elevation stakes will be furnished only when deemed necessary by the Engineer. In all cases where elevation stakes are furnished, the Engineer will also furnish the Contractor with cut sheets.

For all pipe 12 inches or greater in diameter, the Contractor shall excavate for and provide an initial granular bedding at least 4 inches thick or 1/12 the O.D. of the pipe whichever is greater. This bedding material shall be placed at a uniform density with minimum compaction and fine graded as specified below.

SECTION 601

Bell or coupling holes shall be dug after the trench bottom has been graded. Such holes shall be of sufficient width to provide ample room for caulking, banding, or bolting. Holes shall be excavated only as necessary to permit accurate work in the making of the joints and to insure that the pipe will rest upon the prepared bottom of the trench, and not be supported by any portion of the joint.

Depressions for joints, other than bell-and-spigot, shall be made in accordance with the recommendations of the joint manufacturer for the particular joint used.

601.2.4 Fine Grading: Unless otherwise specified in the plans and/or special provisions, the bottom of the trench shall be accurately graded to provide uniform bearing and support for each section of the pipe at every point along its entire length, except for portions of the pipe where it is necessary to excavate for bells and for proper sealing of the pipe joints.

601.2.5 Overexcavation: Except at locations where excavation of rock from the bottom of the trench is required, care shall be taken not to excavate below the depth indicated.

Unauthorized excavation below the specified grade line shall be refilled at the Contractor's expense with ABC material compacted to a uniform density of not less than 95 percent of the maximum density as determined by AASHTO T-99 and T-191 or ASTM D-2922 and D-3017. When AASHTO T-99, method A or B, and T-191 are used for density determination, MAG Detail 190 will be used for rock correction.

Whenever rock is encountered in the trench bottom, it shall be overexcavated to a minimum depth of six inches below the O.D. of the pipe. This overexcavation shall be filled with granular material placed with the minimum possible compaction.

Whenever unsuitable soil incapable of supporting the pipe is encountered, the Contractor will notify the Engineer and a field determination will be made as to the depth of overexcavation and the granular fill required.

601.2.6 Excavation for Manholes, Valves, Inlets, Catch Basins and Other Accessories: The Contractor may excavate to place the concrete structure directly against the excavated surface, provided that the faces of the excavation are firm and unyielding and are at all points outside the structure lines shown on the plans. If the native material is such that it will not stand without sloughing or if precast structures are used, the Contractor shall overexcavate to place the structure and this overexcavation shall be backfilled with the same material required for the adjoining pipe line trench and compacted per Table 601-2.

Any unnecessary excavation below the elevation indicated for the foundation of any structure shall be replaced with the same class of concrete specified for the structure or with 1 ½ sack controlled low strength material as specified in Section 728. When the replacement material is structural concrete, the material shall be placed at the same time as the structure. However, when using 1 ½ sack controlled low strength material, placement of the material shall be per Section 604 which will require a time lag between the material and the structural concrete. The placement of the additional material shall be at no cost to the Agency.

601.2.7 Pavement and Concrete Cutting and Removal: Where trenches lie within the portland cement concrete section of streets, alleys, driveways, or sidewalks, etc., such concrete shall be sawcut to neat, vertical, true lines in such a manner that the adjoining surface will not be damaged. The minimum depth of cut shall be 1½ inches or ¼ of the thickness, whichever is greater.

Asphalt pavement shall be clean-cut, with approved equipment and by approved methods in accordance with the requirements of Section 336.

No ripping or rooting will be permitted outside limits of cuts. Surfacing materials removed shall be hauled from the job site immediately, and will not be permitted in the backfill.

601.2.8 Grading and Stockpiling: All grading in the vicinity of trench excavation shall be controlled to prevent surface water from flowing into the trenches. Any water accumulated in the trenches shall be removed by pumping or by other approved methods.

During excavation, material suitable for backfilling shall be piled in an orderly manner, a sufficient distance back from the edges of trenches, to avoid overloading and to prevent slides or cave-ins. Material unsuitable for backfilling, or excess material, shall be hauled from the job site and disposed of by the Contractor.

SECTION 601

The Contractor shall, prior to final acceptance of the work, submit a letter to the Contracting Agency stating the location of each disposal site for all excess or unsuitable material and certify that he has obtained the property owner's permission for the disposal of all such materials.

Where the plans and/or special provisions provide for segregation of topsoil from underlying material for purposes of backfill, the material shall not be mixed.

601.2.9 Shoring and Sheeting: The Contractor shall do such trench bracing, sheathing, or shoring necessary to perform and protect the excavation as required for safety and conformance to governing laws. The bracing, sheathing, or shoring shall not be removed in one operation but shall be done in successive stages as determined by the Engineer to prevent overloading of the pipe during backfilling operations. The cost of the bracing, sheathing, or shoring, and the removal of same, shall be included in the unit price bid for the pipe.

All shoring and sheeting deemed necessary to protect the excavation and to safeguard employees, shall be installed. See Section 107.

601.2.10 Open Trench: Except where otherwise noted in the special provisions, or approved in writing by the Engineer, the maximum length of open trench, where the construction is in any stage of completion (excavation, pipe laying or backfilling), shall not exceed 1320 feet in the aggregate at any one location.

Any excavated area shall be considered open trench until all ABC for pavement replacement has been placed and compacted. With the approval of the Engineer, pipe laying may be carried on at more than one separate location, the restrictions on open trench applying to each location. Trenches across streets shall be completely backfilled as soon as possible after pipe laying.

Substantial steel plates with adequate trench bracing shall be used to bridge across trenches at street crossings where trench backfill and temporary patches have not been completed during regular work hours. Safe and convenient passage for pedestrians shall be provided. The Engineer may designate a passage to be provided at any point he deems necessary. Access to hospitals, fire stations and fire hydrants must be maintained at all times.

601.3 PROTECTION OF EXISTING UTILITIES:

601.3.1 Utilities: Unless otherwise shown on the plans or stated in the specifications, all utilities, both underground or overhead, shall be maintained in continuous service throughout the entire contract period. The Contractor shall be responsible and liable for any damages to or interruption of service caused by the construction.

If the Contractor desires to simplify his operation by temporarily or permanently relocating or shutting down any utility or appurtenance, he shall make the necessary arrangements and agreements with the owner and shall be completely responsible for all costs concerned with the relocation or shutdown and reconstruction. All property shall be reconstructed in its original or new location as soon as possible and to a condition at least as good as its previous condition. This cycle of relocation or shutdown and reconstruction shall be subject to inspection and approval by both the Engineer and the owner of the utility.

The Contractor shall be entirely responsible for safeguarding and maintaining all conflicting utilities that are shown on the plans (Sections 107 and 105 apply). This includes overhead wires and cables and their supporting poles whether they are inside or outside of the open trench. If, in the course of work, a conflicting utility line that was not shown on the plans is discovered, the Contracting Agency will either negotiate with the owner for relocation, relocate the utility, change the alignment and grade of the trench or as a last resort, declare the conflict as "extra work" to be accomplished by the Contractor in accordance with Section 104.

601.3.2 Irrigation Ditches, Pipes and Structures: The Contractor shall contact the owners of all irrigation facilities, and make arrangements for necessary construction clearances and/or dry-up periods.

All irrigation ditches, dikes, headgates, pipe, valves, checks, etc., damaged or removed by the Contractor, shall be restored to their original condition or better, by the Contractor at no additional cost to the Contracting Agency.

601.3.3 Building, Foundations and Structures: Where trenches are located adjacent to building, foundations, and structures, the Contractor shall take all necessary precaution against damage to them. The Contractor shall be liable for any damage caused by the construction.

SECTION 601

Except where authorized in the special provisions or in writing by the Engineer, water settling of backfill material in trenches adjacent to structures will not be permitted.

601.3.4 Permanent Pipe Supports: Permanent pipe supports for the various types and sizes of sewer, water and utility lines shall conform to the Standard Details or the details shown on the plans. Such pipe supports shall be erected at the locations shown on the plans and/or at any other locations as necessary as determined by the Engineer.

601.3.5 Electronic, Telephonic, Telegraphic, Electrical, Oil and Gas Lines: These underground facilities shall be adequately supported by the Contractor. Support for plastic pipes shall be continuous along the bottom of the pipe. Support for metal pipe and electrical conduit may be continuous or nylon webbing may be used for suspension at no greater than ten-foot intervals.

The Contractor shall avoid damaging the plastic pipe, pipeways or conduits during trench backfilling and during foundation and bedding placement.

There will be no measurement or payment for this work. The Contractor will include all associated costs in the unit bid price for the conduit installation.

601.4 FOUNDATION, BEDDING, BACKFILLING AND COMPACTION:

601.4.1 Foundation: The material upon which the conduit or structure is to be placed shall be accurately finished to the grade or dimensions shown on the plans or as directed by the Engineer. The bottom portion of the trench shall be brought to grade so that the conduit or structure will be continuously in contact with the material on which it is being placed. If rocky or unsuitable soil is encountered, Subsection 601.2.5 applies.

601.4.2 Bedding: Bedding shall consist of granular material containing no pieces larger than 1½ inches and free of broken concrete, broken pavement, wood or other deleterious material. Open graded rock will not be used without the written approval of the Engineer.

Where water consolidation is used, bedding for conduits, 24 inches or less in I.D., may be placed in one lift. For larger conduits the first lift shall not exceed the springline of the pipe.

Where mechanical compaction is used, the moisture content shall be such that the specified compaction can be obtained. The first lift shall be 8 inches or two-thirds of the distance to the springline whichever is greater. Succeeding lifts shall not exceed 2 feet loose and extreme care will be taken to prevent damage to or movement of the conduit by the compaction equipment.

601.4.3 Backfill: Backfill shall be sound earthen material free from broken concrete, broken pavement, wood or other deleterious material. Unless otherwise specified, this may be native material with no piece larger than 4 inches, select material or aggregate base course. Backfill under street pavement shall be constructed per Detail 200 with the type of replacement noted on the plans or in the special provisions. Unless otherwise noted, backfill under single curb, curb and gutter, sidewalk, driveways, valley gutters, etc. shall be the same as the adjacent street pavement.

Where water consolidation is used, backfill will be placed in lifts as required in the following table prior to settlement.

Trench Width	Backfill Lifts
18• to 24••	Not to exceed 4••
25• to 36••	Not to exceed 6••
Over 36••	Not to exceed 8••

The above backfill lift limitations are not applicable when water saturation is done by the jetting method.

Where mechanical compaction is used, backfill shall be placed in lifts the height of which shall not exceed that which can be effectively compacted depending on the type of material, type of equipment and methods used, and under no circumstances shall exceed 4 feet.

Backfill, around utilities that are exposed during trench excavation, shall be placed in accordance with the bedding methods.

SECTION 601

601.4.4 Compaction Densities: Unless otherwise provided in the plans and/or special provisions, the trench backfill shall be thoroughly compacted to not less than the densities in Table 601-2 when tested and determined by AASHTO T-99 and T-191 or ASTM D-2922 and D-3017. When AASHTO T-99, method A or B, and T-191 are used for density determination, MAG Detail 190 will be used for rock correction.

The density required will depend on the Type shown on the plans and/or called for in the special provisions. Density required for each type shall comply to Table 601-2.

TABLE 601-2				
MINIMUM TRENCH COMPACTION DENSITIES				
Backfill Type	Location	From Surface To 2' Below Surface	From 2' Below Surface To 1' Above Top of Pipe	From 1' Above Top of Pipe to Bottom of Trench
I	Under any existing or proposed pavement, curb, gutter, sidewalk, or such construction included in the contract, or when any part of the trench excavation is within 2' of the above.	100% for granular 95% for non-granular	90%	90%
II	On any utility easement street, road or alley right-of-way outside limits of (I).	85%	85%	90%
III	Around any structures or exposed utilities.	95%	in all cases	

Note: The type required will generally be shown on the plans and the plans will govern. Where no type is shown on the plans the type shall comply with Table 601-2.

A consideration in determining the backfill Types as shown on the plans, is based on the trench widths as shown in the Contract Documents. If these trench widths increase beyond those widths referred to above and fall within the 2-foot limit of paved surfaces and other improvements due to construction exigencies, the backfill designation for that portion within the 2-foot limit of such improvements shall be Type I even though Type II backfill is shown on the plans.

601.4.5 Compaction Methods: Water consolidation by jetting shall be accomplished with a 1½" pipe of sufficient length to reach the bottom of the lift being settled with adequate hose attached and a water pressure of not less than 30 psi. All jetting shall be accomplished transversely across the trench at intervals of not more than 6 feet with the jetting locations on one side of the trench offset to the jetting locations on the other side of the trench. The entire lift shall be leveled and completely saturated working from the top to the bottom.

Jetting shall be used as the consolidation method for all conduit bedding. The Contractor shall be entirely responsible for establishing each lift depth so as to avoid floating the conduit being placed and shall make any repair or replacement at no cost to the Contracting Agency. However, for conduit larger than 24 inches I.D. the first lift shall not exceed the springline of the conduit.

Flooding is not acceptable as a water consolidation method unless authorized in the specification or by a written change order. It will consist of the inundation of the entire lift with water and then puddled with poles or bars to insure saturation of the entire lift.

Where jetting or flooding is utilized and the surrounding material is such that it does not permit proper drainage, the Contractor shall provide, at his expense a sump and a pump at the downstream end to remove the accumulated water.

SECTION 601

The use of water consolidation does not relieve the Contractor from the responsibility to make his own determination that such methods will not result in damage to existing improvements. The Contractor shall be responsible for any damage incurred.

Where water consolidation is not permitted or does not result in adequate compaction, the backfill material shall be compacted with hand and/or mechanical work methods using equipment such as rollers, pneumatic tamps, and hydro-hammers or other approved devices which secure uniform and required density without injury to the pipe or related structures.

Where Type I backfill is required, water consolidation will not be permitted for non-granular material, except in the following situation. In a new development prior to paving and prior to opening the area to public traffic, water consolidation, will be permitted for non-granular material at the Contractor's discretion and responsibility.

601.4.6 Specifications for Granular Material: For purposes of this specification, granular material shall mean material for which the sum of the plasticity index and the percent of the material passing a No. 200 sieve shall not exceed 23. The plasticity index shall be tested in accordance with AASHTO T-146 Method A (Wet Preparation), T-89 and T-90.

601.4.7 Rights-Of-Way Belonging to Others: Backfill and compaction for irrigation lines of the Salt River Valley Water Users' Association and Roosevelt Irrigation Districts and for trenches in State of Arizona and Maricopa County rights-of-way outside the limits of the Contracting Agency shall be accomplished in accordance with their permit and/or specifications.

601.4.8 Test Holes: Boring logs shown on the plans do not constitute a part of the contract and are included for the Contractor's convenience only. It is not intended to imply that the character of the material is the same as that shown on the logs at any point other than that where the boring was made. The Contractor shall satisfy himself regarding the character and amount of rock, gravel, sand, silt, clay and water to be encountered in the work to be performed.

601.4.9 Foundation and Bedding for Electronic, Telephonic, Telegraphic, Electrical, Oil and Gas Lines: Foundation and bedding for these underground facilities shall be native material or sand which conforms to the grading requirement of ASTM C-33 for fine aggregate. When backfill material consists of aggregate base course, crushed stone, or other material containing stones, only sand will be used for foundation, and bedding. The foundation depth shall be six inches and bedding depth shall be one foot above the top of the facility. Compaction will be in accordance with Section 601.

601.5 PAVEMENT REPLACEMENT AND SURFACE RESTORATION:

601.5.1 Grading: The Contractor shall do such grading in the area adjacent to backfilled trenches and structures as may be necessary to leave the area in a neat and satisfactory condition approved by the Engineer.

601.5.2 Restoring Surface: All streets, alleys, driveways, sidewalks, curbs, or other surfaces, in which the surface is broken into or damaged by the installation of the new work, shall be resurfaced in kind or as specified to the satisfaction of the Engineer in accordance with Section 336.

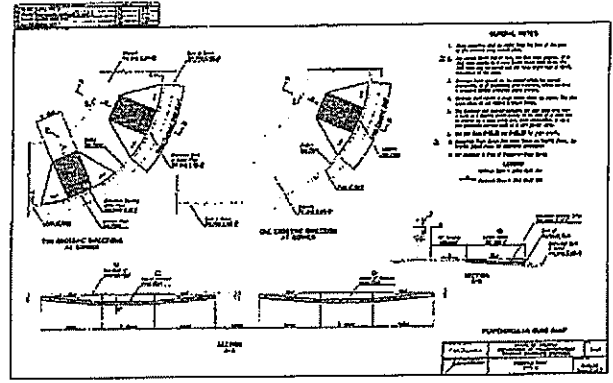
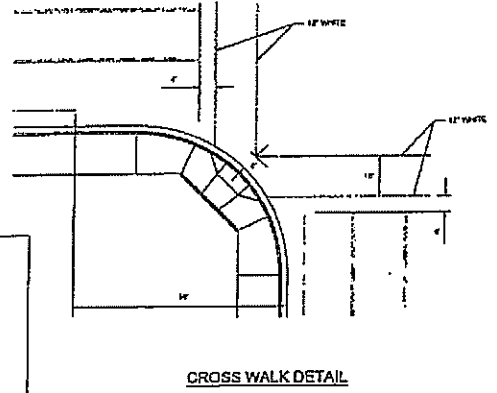
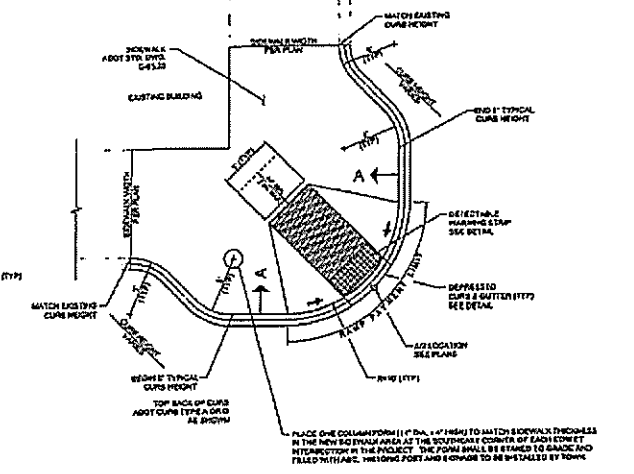
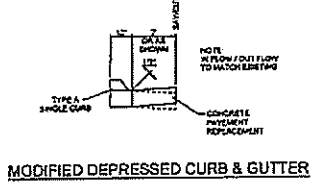
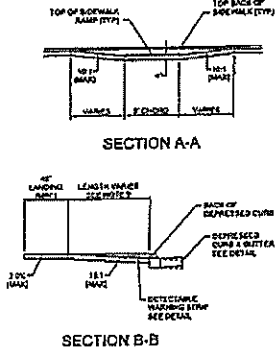
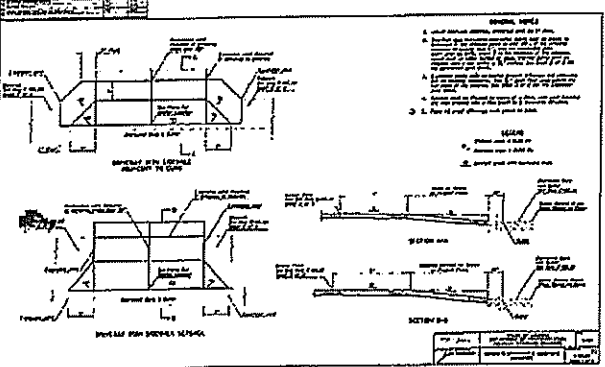
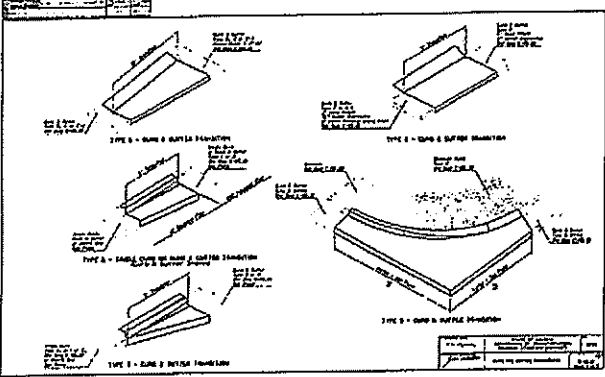
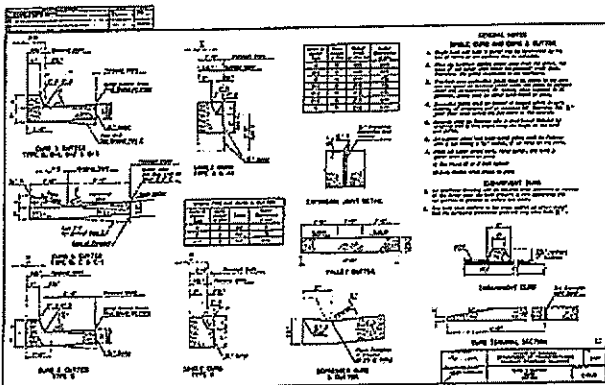
601.5.3 Cleanup: The job site shall be left in a neat and acceptable condition. Excess soil, concrete, etc., shall be removed from the premises.

601.5.4 Temporary Pavement: The Contractor shall install temporary asphalt pavement or the first course of permanent pavement replacement in accordance with Section 336 immediately following backfilling and compaction of trenches that have been cut through existing pavement. Except as otherwise provided in Section 336, this preliminary pavement shall be maintained in a safe and reasonably smooth condition until required backfill compaction is obtained and final pavement replacement is ordered by the Engineer. Temporary paving removed shall be hauled from the job site and disposed of by the Contractor at no additional cost to the Contracting Agency.

601.6 PAYMENT:

No pay item will be included in the proposal, nor direct payment made for trench excavation, backfilling, compaction, or placement of temporary pavement. The cost of these features of the work shall be included in the unit price bid per linear foot for furnishing and laying pipe.

End of Section



CALL THE NUMBER FIRST
BEFORE YOU GO
203-1160
1-800-STALKEN-17
(TOLL FREE NUMBER ONLY)



NO.	DATE	REVISION

TOWN OF FLORENCE
MAIN STREET ROADWAY IMPROVEMENTS
DEMOLITION AND CONSTRUCTION DETAIL SHEET
TYPICAL DETAILS



C102
SHEET 3 OF 10
V.3 R.

KEY NOTE LEGEND

DEMOLITION NOTES
 1) REMOVE ALL EXISTING INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO: SIDEWALK, CURB & GUTTER, PAVEMENT, SIDEWALK RAMP, STREET LIGHTS, LIGHTS, SIGNAGE AND FURNITURE. COORDINATE WITH TOWN FOR SALVAGE AND/OR PROPER DISPOSAL.

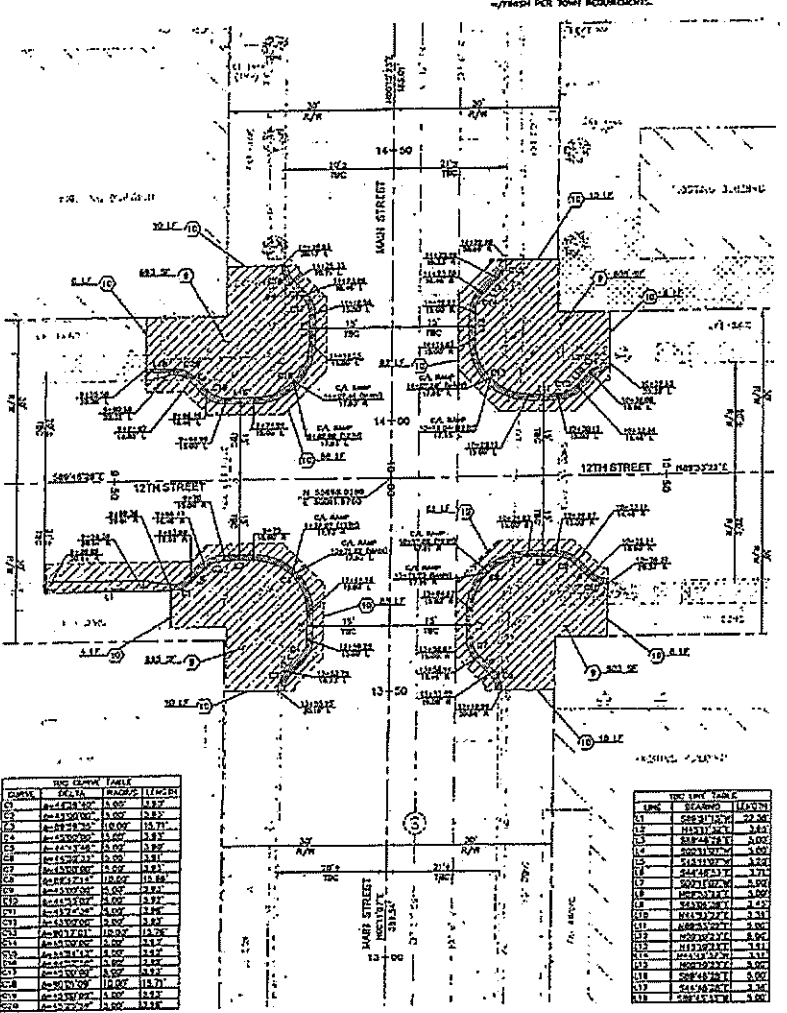
2) SAWCUT EXISTING PAVEMENT A MIN. OF 3" TO A NEAT, CLEAN EDGE PER AASHTO 801.2.7 AND APPLY NEW PAVEMENT PER REDEMPTION PAVEMENT SECTION BASE AND TACK COATS AT THE SAWCUT SHALL BE REQUESTED FOR APPROVAL BY TOWN ENGINEER PRIOR TO MAKING NEW SURFACE.

CONSTRUCTION NOTES
 1) CONSTRUCT 4" CURB & GUTTER PER AASHTO STD. DTL. C-651A, TYPE "A".
 2) CONSTRUCT 3" CURB & GUTTER PER AASHTO STD. DTL. C-651A, TYPE "B".
 3) CONSTRUCT 3" CURB & GUTTER TRANSITION PER AASHTO STD. DTL. C-651A, TYPE "7".
 4) CONSTRUCT 4" CONCRETE SIDEWALK AS SHOWN, PER AASHTO STD. DTL. 200 W/FRSH PER TOWN REQUIREMENTS.

5) INSTALL COLLAR FORM FOR STOP SIGN LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.
 6) CONSTRUCT CONCRETE SIDEWALK RAMP PER AASHTO STD. DTL. C-651.3, TYPE "B" AND PER MODIFIED DETAIL SHEET C102 W/OBJECTABLE MARKING STRIP.

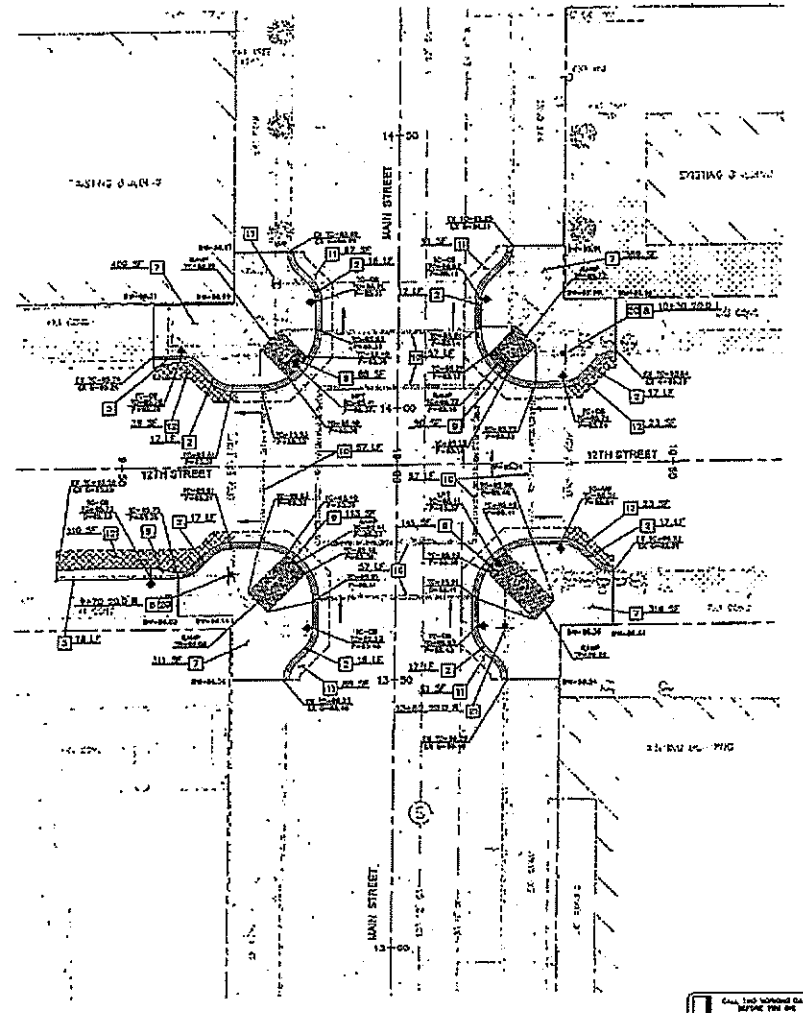
7) 12" SOLID WHITE (HW) SIDEWALK PER DETAIL SHEET C102 AS SHOWN.
 8) CONSTRUCT CONCRETE PAVEMENT SECTION 6" F.C.C.P. ON 8" A.B.C.
 9) CONSTRUCT ASPHALT PAVEMENT SECTION 5" A.C. ON 8" A.B.C.
 10) ADJUST FIRE HYDRANT, VALVE & COVER TO FINISH GRADE, COORDINATE W/TOWN ENG.

11) INSTALL TEMPORARY STOP SIGN OVER COLLAR FORM. SIGNAGE TO BE SUPPLIED BY TOWN.
 12) INSTALL COLLAR FORM FOR STREET SIGN LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.



NO.	DESCRIPTION	DATE	BY
01	PRELIMINARY	11/22/23	JL
02	REVISED	12/01/23	JL
03	REVISED	12/01/23	JL
04	REVISED	12/01/23	JL
05	REVISED	12/01/23	JL
06	REVISED	12/01/23	JL
07	REVISED	12/01/23	JL
08	REVISED	12/01/23	JL
09	REVISED	12/01/23	JL
10	REVISED	12/01/23	JL
11	REVISED	12/01/23	JL
12	REVISED	12/01/23	JL
13	REVISED	12/01/23	JL
14	REVISED	12/01/23	JL
15	REVISED	12/01/23	JL
16	REVISED	12/01/23	JL
17	REVISED	12/01/23	JL
18	REVISED	12/01/23	JL
19	REVISED	12/01/23	JL
20	REVISED	12/01/23	JL


NO.	DESCRIPTION	DATE	BY
01	PRELIMINARY	11/22/23	JL
02	REVISED	12/01/23	JL
03	REVISED	12/01/23	JL
04	REVISED	12/01/23	JL
05	REVISED	12/01/23	JL
06	REVISED	12/01/23	JL
07	REVISED	12/01/23	JL
08	REVISED	12/01/23	JL
09	REVISED	12/01/23	JL
10	REVISED	12/01/23	JL
11	REVISED	12/01/23	JL
12	REVISED	12/01/23	JL
13	REVISED	12/01/23	JL
14	REVISED	12/01/23	JL
15	REVISED	12/01/23	JL
16	REVISED	12/01/23	JL
17	REVISED	12/01/23	JL
18	REVISED	12/01/23	JL
19	REVISED	12/01/23	JL
20	REVISED	12/01/23	JL



12TH STREET
 DEMOLITION & DIMENSIONING PLAN

12TH STREET
 CONSTRUCTION & GRADING PLAN

Call the Vendor early
 before the bid
 #813-7100
 1-800-572-6617
 (outside Kansas City)




NO.	DATE	BY	REVISION

TOWN OF FLORENCE

MAIN STREET ROADWAY IMPROVEMENTS

DEMOLITION AND CONSTRUCTION PLAN

12 TH STREET HANDI-CAP RAMPS



BANNER DESIGN GROUP

C200

SHEET 4 OF 10

V.3 R. . .

KEY NOTE LEGEND**DEMOLITION NOTES**

- ① CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS TO PRESERVE AND PROTECT OR REPLACE ANY/SUPPORTS.
- ② REMOVE ALL EXISTING INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO: SIDEWALK, CURB & GUTTER, PAVEMENT, SIDEWALK RAMPS, STREET LIGHTS, SIGNS, SIGNAGE AND PLANTING. COORDINATE WITH TOWN FOR SALVAGE AND/OR PROPER DISPOSAL.

- ③ SAWCUT EXISTING PAVEMENT A MIN. OF 2' TO A NEAT, CLEAN EDGE PER MAAS SPEC 601.3.7 AND APPLY NEW PAVEMENT PER REQUIRED PAVEMENT SECTION. BASE AND TACK COATS AT THE SAWCUT SHALL BE INSPECTED FOR APPROVAL BY TOWN ENGINEER PRIOR TO MATING NEW SURFACE.
- ④ CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDER TO PRESERVE AND PROTECT OR RELOCATE EXISTING EDPW/CP.

CONSTRUCTION NOTES

- ① CONSTRUCT 6" CURB & GUTTER PER ADOPT STD DTL C-03.00, TYPE "A".
- ② CONSTRUCT 8" CURB & GUTTER BOUNDARY PER ADOPT STD DTL C-05.12, TYPE "7".
- ③ CONSTRUCT 4" CONCRETE SIDEWALK AS SHOWN, PER MAAS STD DTL 300 w/STAIRS PER TOWN REQUIREMENTS.

- ④ INSTALL COLUMN FORM FOR STOP SIGN LOCATION PER DETAIL, SHEET C10.01 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.
- ⑤ CONSTRUCT CONCRETE SIDEWALK RAMP PER ADOPT STD DTL C-03.30, TYPE "B" AND PER MODIFIED DETAIL SHEET C10.02 w/DECREASING MARKING STRIP.

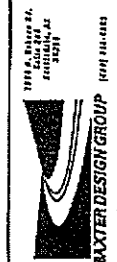
- ⑥ 12" SOLID WHITE (105#) CROSSWALK PER DETAIL SHEET C10.02.
- ⑦ CONSTRUCT CONCRETE PAVEMENT SECTION 4" P.C.C.P. ON 6" A.B.C.
- ⑧ CONSTRUCT ASPHALT PAVEMENT SECTION 2" A.C. ON 8" A.B.C.

- ⑨ CONSTRUCT CONCRETE DRIVEWAY ACCESS PER ADOPT STD DTL C-03.00. CONTRACTOR SHALL INCORPORATE SIDEWALK RAMP w/DECREASING MARKING STRIP.
- ⑩ INSTALL TEMPORARY STOP SIGN OVER COLUMN FORM. SIGNAGE TO BE SUPPLIED BY TOWN.
- ⑪ INSTALL COLUMN FORM FOR STREET SIGN LOCATION PER DETAIL, SHEET C10.01 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.

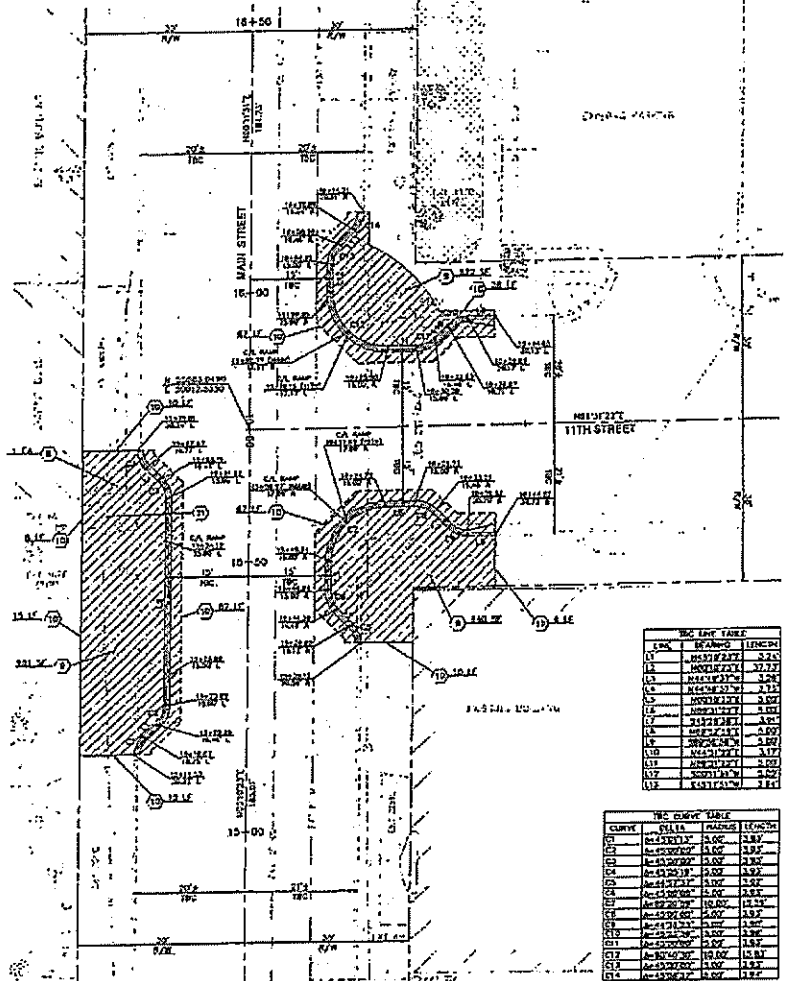


NO.	REVISION	DATE	BY	CHKD.	APP'D.
1	ISSUE FOR PERMITS	08/28/2024	BA	BA	BA
2	ISSUE FOR PERMITS	08/28/2024	BA	BA	BA
3	ISSUE FOR PERMITS	08/28/2024	BA	BA	BA
4	ISSUE FOR PERMITS	08/28/2024	BA	BA	BA
5	ISSUE FOR PERMITS	08/28/2024	BA	BA	BA
6	ISSUE FOR PERMITS	08/28/2024	BA	BA	BA
7	ISSUE FOR PERMITS	08/28/2024	BA	BA	BA

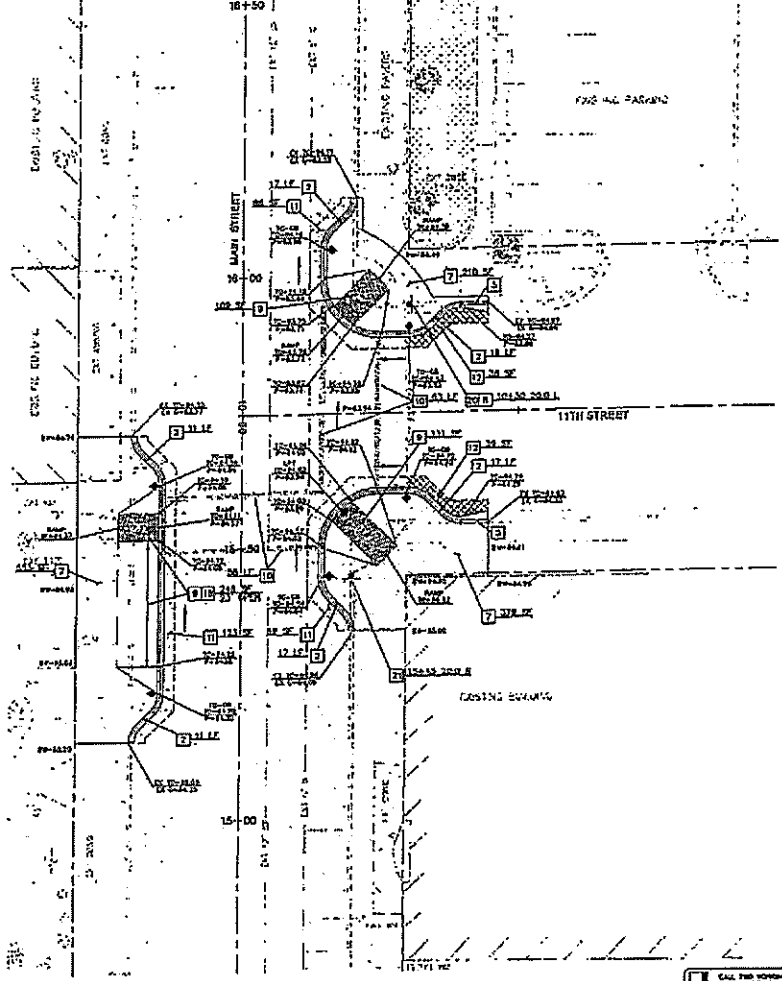
TOWN OF FLORENCE
MAIN STREET ROADWAY IMPROVEMENTS
 DEMOLITION AND CONSTRUCTION PLAN
11 TH STREET HAND-CAP RAMPS



C201
 SHEET 5 OF 10
 V.3 R.



**11TH STREET
 DEMOLITION & DIMENSIONING PLAN**



**11TH STREET
 CONSTRUCTION & GRADING PLAN**

CALL THE WORKING DATA BEFORE YOU GO!
 202-919-1119
 1-800-333-PARK-11
 (ANYTIME ANYWHERE, ANYDAY)

KEY NOTE LEGEND

DEMOLITION NOTES

- 1 REMOVE ALL EXISTING INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO: SIDEWALK, CURB & GUTTER, PAVEMENT, SIDEWALK RAMPS, STREET LIGHTS, SIGNS, SIGNAGE AND PLANTERS. COORDINATE WITH TOWN FOR SALVAGE AND/OR PROPER DISPOSAL.

- 10 SAWCUT EXISTING PAVEMENT A MIN. OF 2" TO A NEAT, CLEAN EDGE PER MAG SPEC 101.2.7 AND APPLY NEW PAVEMENT FOR ALIGNED PAVEMENT SECTION, BASE AND TACK COATS AS THE SAWCUT SHALL BE SUBJECT FOR APPROVAL BY TOWN. ENGINEER PROX TO MARKING NEW SURFACE.

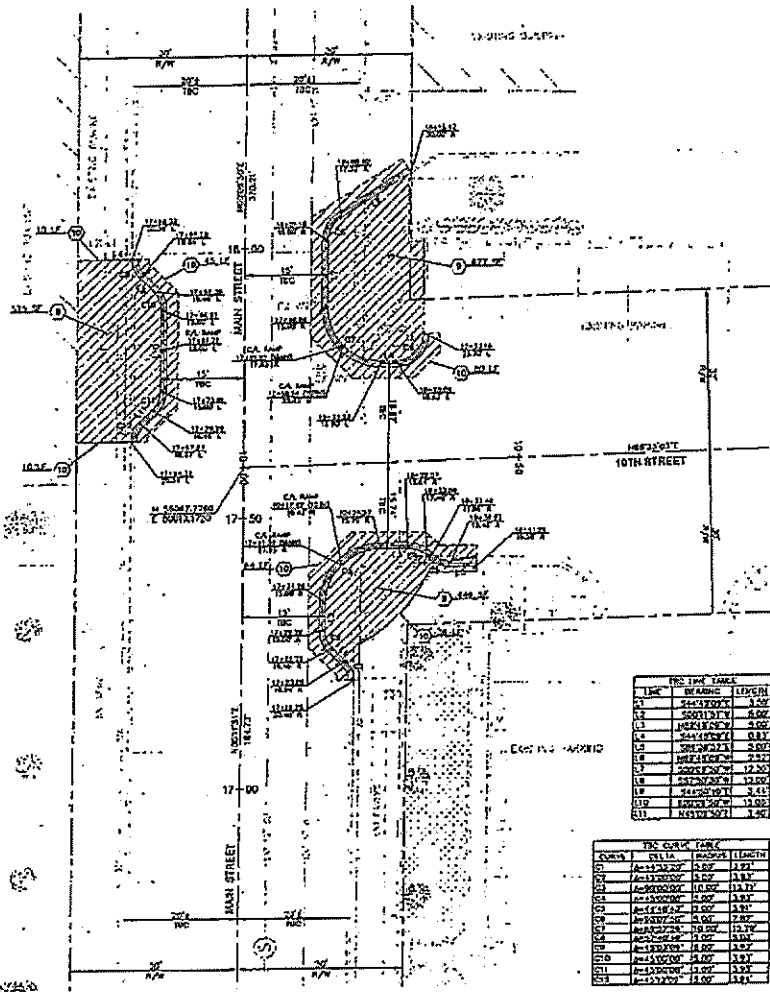
CONSTRUCTION NOTES

- 1 CONSTRUCT 4" CURB & GUTTER PER AUST STD DTL 0-05.0A, TYPE "A".
- 2 CONSTRUCT 3" CURB & GUTTER TRANSITION PER AUST STD DTL 0-05.12, TYPE "1".
- 3 CONSTRUCT 4" CONCRETE SIDEWALK, AS SHOWN, PER MAG STD DTL 230 W/FINISH PER TOWN REQUIREMENTS.

- 4 INSTALL COLLAR FORM FOR STOP SIGN LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.
- 5 CONSTRUCT CONCRETE SIDEWALK RAMP PER AUST STD DTL C-05.30, TYPE "B" AND PER MODIFIED DETAIL SHEET C102 W/OBJECTABLE WARNING SIGN.

- 12 12" SOLID WHITE (125#) EPDM/MAK PER DETAIL SHEET C102
- 11 CONSTRUCT CONCRETE PAVEMENT SECTION 8" F.F.C.C. ON 4" A.B.C.
- 13 CONSTRUCT ASPHALT PAVEMENT SECTION 5" A.C. ON 8" A.B.C.
- 14 ADJUST VALVE BOX FRAME & COVER TO FRESH GRADE PER MAG STD DTL 230

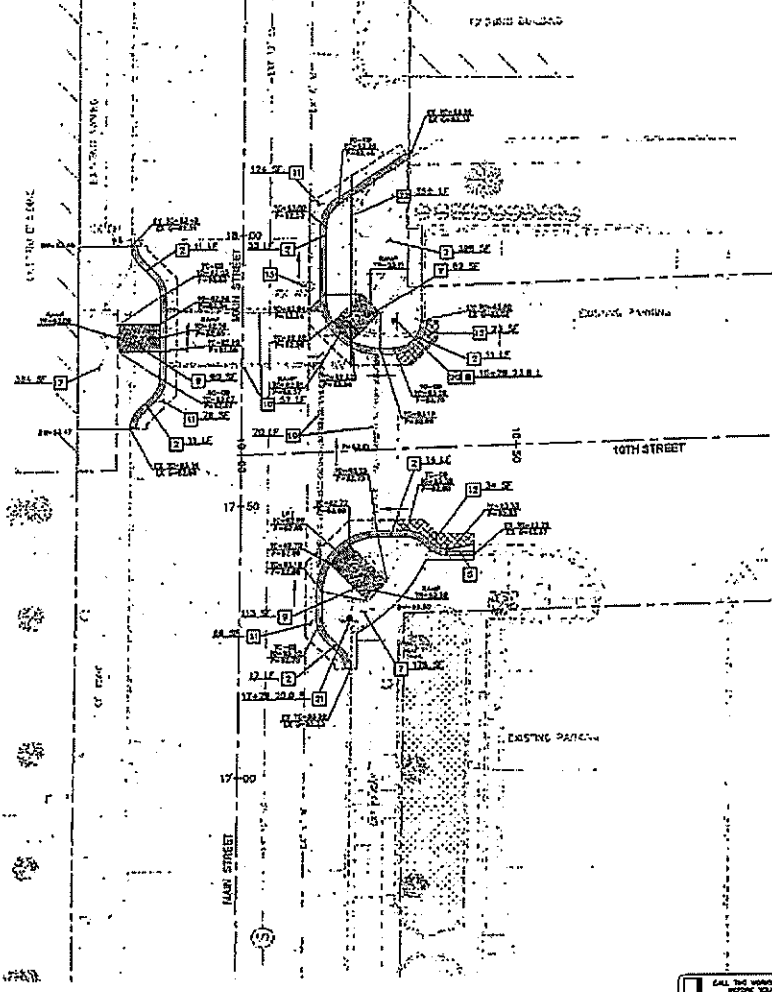
- 15 INSTALL TEMPORARY STOP SIGN OVER COLLAR FORM. SIGNAGE TO BE SUPPLIED BY TOWN.
- 16 INSTALL COLLAR FORM FOR STREET SIGN LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.
- 18 CONCRETE SUPPLIED AND INSTALLED BY TOWN. COORDINATE INSTALLATION AND SCHEDULE WITH TOWN PUBLIC WORKS PERSONNEL.



LINE	BEARING	LENGTH
1	S44°20'00\"	1.00'
2	S00°15'15\"	0.00'
3	N45°15'00\"	1.00'
4	S44°20'00\"	0.87'
5	S00°15'15\"	2.00'
6	S00°15'15\"	2.00'
7	S00°15'15\"	17.00'
8	S44°20'00\"	13.00'
9	S44°20'00\"	3.41'
10	N45°15'00\"	13.00'
11	N45°15'00\"	1.00'

LINE	BEARING	LENGTH
1	S44°20'00\"	1.00'
2	S00°15'15\"	0.00'
3	N45°15'00\"	1.00'
4	S44°20'00\"	0.87'
5	S00°15'15\"	2.00'
6	S00°15'15\"	2.00'
7	S00°15'15\"	17.00'
8	S44°20'00\"	13.00'
9	S44°20'00\"	3.41'
10	N45°15'00\"	13.00'
11	N45°15'00\"	1.00'

**10TH STREET
DEMOLITION & DIMENSIONING PLAN**



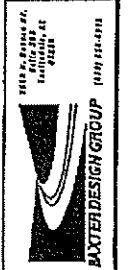
**10TH STREET
CONSTRUCTION & GRADING PLAN**

CALL THE WORKING DAYS
WORK YOU DO
283-1100
1-888-STARK-17
(SOURCE: WOODS BARRY)



NO.	DATE	BY	REVISION

**TOWN OF FLORENCE
MAIN STREET ROADWAY IMPROVEMENTS
DEMOLITION AND CONSTRUCTION PLAN
10 TH STREET HANDI-CAP RAMPS**



C202
SHEET 6 OF 10
V.3 R.

DATE: 10/17/2017 Project: Main Street Roadway Improvements (10th Street Handicap Ramps) [10th Street Handicap Ramps] [10th Street Handicap Ramps] [10th Street Handicap Ramps]

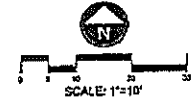
KEY NOTE LEGEND

- DEMOLITION NOTES**
- CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS TO PRESERVE AND PROTECT OR REPLACE EXISTING SUPPORTS
 - REMOVE ALL EXISTING INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO: SIDEWALK, CURB & GUTTER, PAVEMENT, SIDEWALK RAMP, STREET LIGHTS, LIGHTS, SIGNAGE AND PLANTERS. COORDINATE WITH TOWN FOR SALVAGE AND/OR PROPER DISPOSAL.

⑩ SAWCUT EXISTING PAVEMENT A MIN. OF 2" TO A NEAT, CLEAN EDGE FOR W&S SPEC 608.2.7 AND APPLY NEW PAVEMENT PER REQUIRED PAVEMENT SECTION. BASE AND TACK COATS AT THE SAWCUT SHALL BE INSPECTED FOR APPROVAL BY TOWN INSPECTOR PRIOR TO LAYING NEW SURFACE

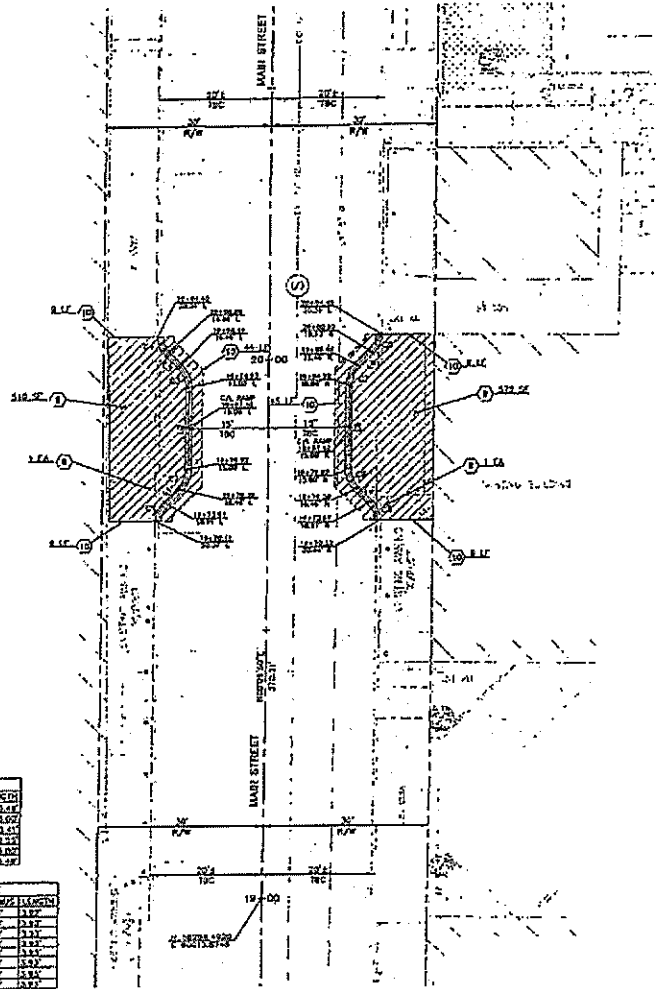
- CONSTRUCTION NOTES**
- CONSTRUCT 4" CURB & GUTTER PER ADOT STD DET. C-631A, TYPE "A"
 - CONSTRUCT 4" CONCRETE SIDEWALK, AS SHOWN, PER MAG STD DET. 233 - FINISH PER TOWN REQUIREMENTS
 - CONSTRUCT CONCRETE SIDEWALK RAMP PER ADOT STD DET. C-652A, TYPE "B" AND PER ADDED DETAILS SHEET C102 - DETECTABLE WALKING SURF

- 12" SOLID WHITE (1184) CROSSWALK PER DETAIL SHEET C102
- CONSTRUCT CONCRETE PAVEMENT SECTION 6" P.C.C.P. ON 6" A.B.C.

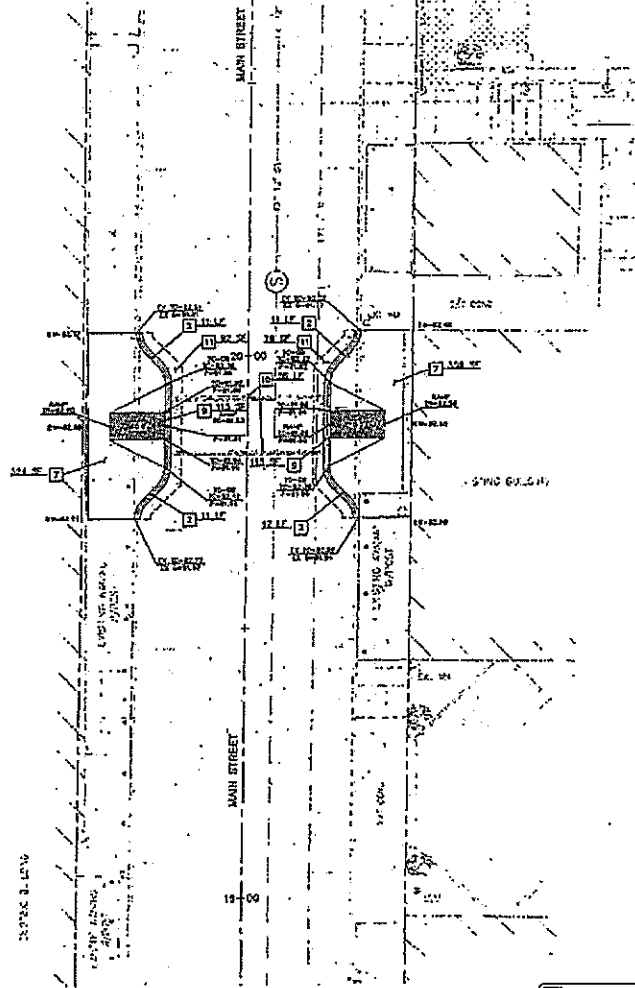


LINE TABLE		
LINE	BEARING	LENGTH
1	S 82° 02' 00" E	3.41
2	S 62° 02' 00" E	15.07
3	S 15° 21' 00" E	3.41
4	S 15° 21' 00" E	3.41
5	S 62° 02' 00" E	15.07
6	S 82° 02' 00" E	3.41

CURVE TABLE		
STATION	DELTA	RADIUS (FEET)
0+00	45° 00' 00"	100.00
0+10	45° 00' 00"	100.00
0+20	45° 00' 00"	100.00
0+30	45° 00' 00"	100.00
0+40	45° 00' 00"	100.00
0+50	45° 00' 00"	100.00
0+60	45° 00' 00"	100.00
0+70	45° 00' 00"	100.00
0+80	45° 00' 00"	100.00



**MAIN STREET MID BLOCK
DEMOLITION & DIMENSIONING PLAN**



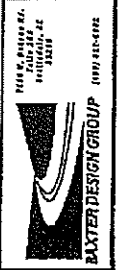
**MAIN STREET MID BLOCK
CONSTRUCTION & GRADING PLAN**

Call the working date
1075C 100 PM
202-1100
P-808-STARS-JT
ENGINE NUMBER: 000-11



DATE	DESCRIPTION

**TOWN OF FLORENCE
MAIN STREET ROADWAY IMPROVEMENTS
DEMOLITION AND CONSTRUCTION PLAN
MAIN STREET MID BLOCK HANDI-CAP RAMPS**



C203
SHEET 7 OF 10
V.3 R.

DATE: 03/15/2018 DRAWN: JOHN STONE (JSTONE@PDAE.COM) CHECK: DAVID BAYLOR (DBAYLOR@PDAE.COM) DATE: 03/15/2018 PROJECT: 11000000



NO.	DATE	BY	REVISION

TOWN OF FLORENCE
 MAIN STREET ROADWAY IMPROVEMENTS
 DEMOLITION AND CONSTRUCTION PLAN
 8 TH STREET HANDI-CAP RAMPS



C204
 SHEET 8 OF 10
 V. J. R.

KEY NOTE LEGEND

- DEMOLITION NOTES**
- CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS TO PRESERVE AND PROTECT OR REPLACE EXISTING SUPPORTS.
 - REMOVE ALL EXISTING INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO: SIDEWALK, CURB & GUTTER, PAVEMENT, SIDEWALK RAMPS, STREET LIGHTS, SIGNAGE AND PLANTERS. COORDINATE WITH TOWN FOR SALVAGE AND/OR PROPER DISPOSAL.

- REMOVE EXISTING PAVEMENT A MIN. OF 2" TO A NEAR CLEAN EDGE PER MAG SPEC 502.7.2 AND APPLY NEW PAVEMENT PER REQUIRED PAVEMENT SECTION. BASE AND TACK COATS AT THE SHOULDER SHALL BE INSPECTED FOR APPROVAL BY TOWN ENGINEER PRIOR TO MATING NEW SURFACE.

- CONSTRUCTION NOTES**
- CONSTRUCT 6" CURB & GUTTER PER ADOT STD. DET. C-03.10, TYPE "A".
 - CONSTRUCT 3" CURB & GUTTER TRANSITION PER ADOT STD. DET. C-03.12, TYPE "T".
 - CONSTRUCT 4" CONCRETE SIDEWALK, AS SHOWN, PER MAG STD. DET. 230 AND PER TOWN REQUIREMENTS.

- INSTALL COLUMN FORM FOR STOP SIGN LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.
- CONSTRUCT CONCRETE SIDEWALK RAMP PER ADOT STD. DET. C-03.32, TYPE "B" AND PER MODIFIED DETAILS SHEET C102 AND SELECTABLE WALKING SURF.

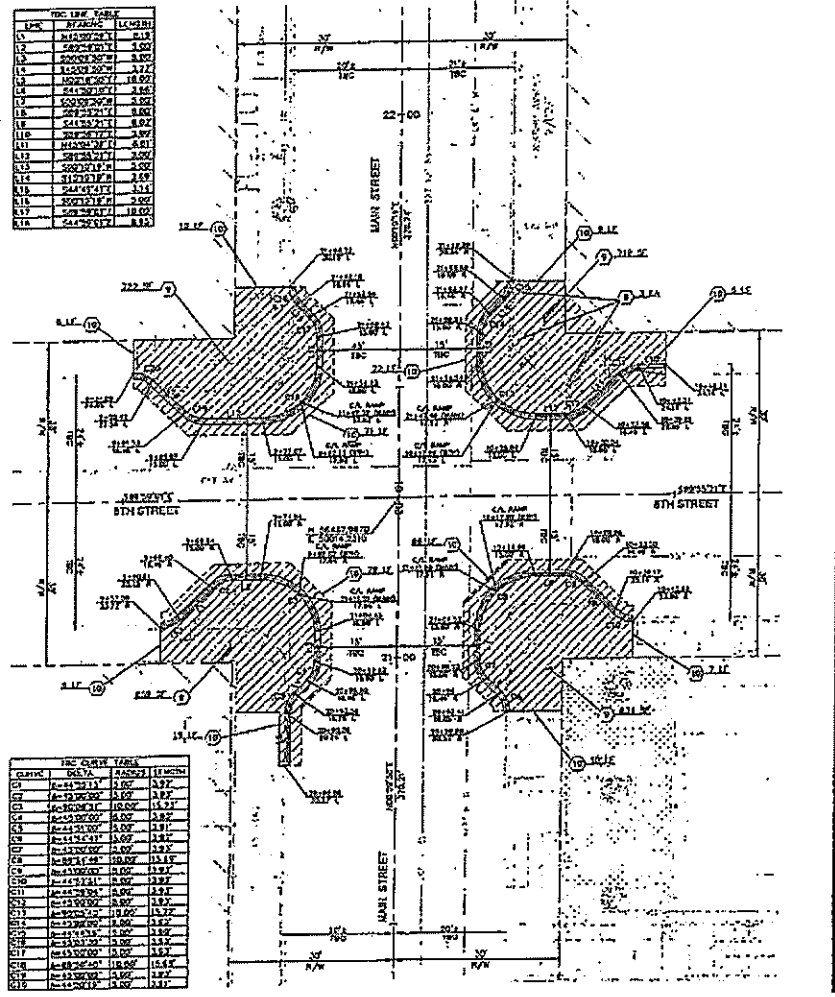
- 12" SOLID WARE (100%) CROSSWALK PER DETAIL SHEET C101.
- CONSTRUCT CONCRETE PAVEMENT SECTION 4" A.C.C.P. ON 6" A.B.C.
- CONSTRUCT ASPHALT PAVEMENT SECTION 3" A.C. ON 5" A.B.C.
- ADJUST FIRE HYDRANT, VALVE & COVER TO FRESH GRADE, COORDINATE w/10' DIA.

- INSTALL TEMPORARY STOP SIGN OVER COLUMN FORM. SIGNAGE TO BE SUPPLIED BY TOWN.
- INSTALL COLLAR FORM FOR STREET SIGN LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.
- CONCRETE SUPPLIED AND INSTALLED BY TOWN. COORDINATE INSTALLATION AND SCHEDULE WITH TOWN PUBLIC WORKS PERSONNEL.



TAC CURB TABLE

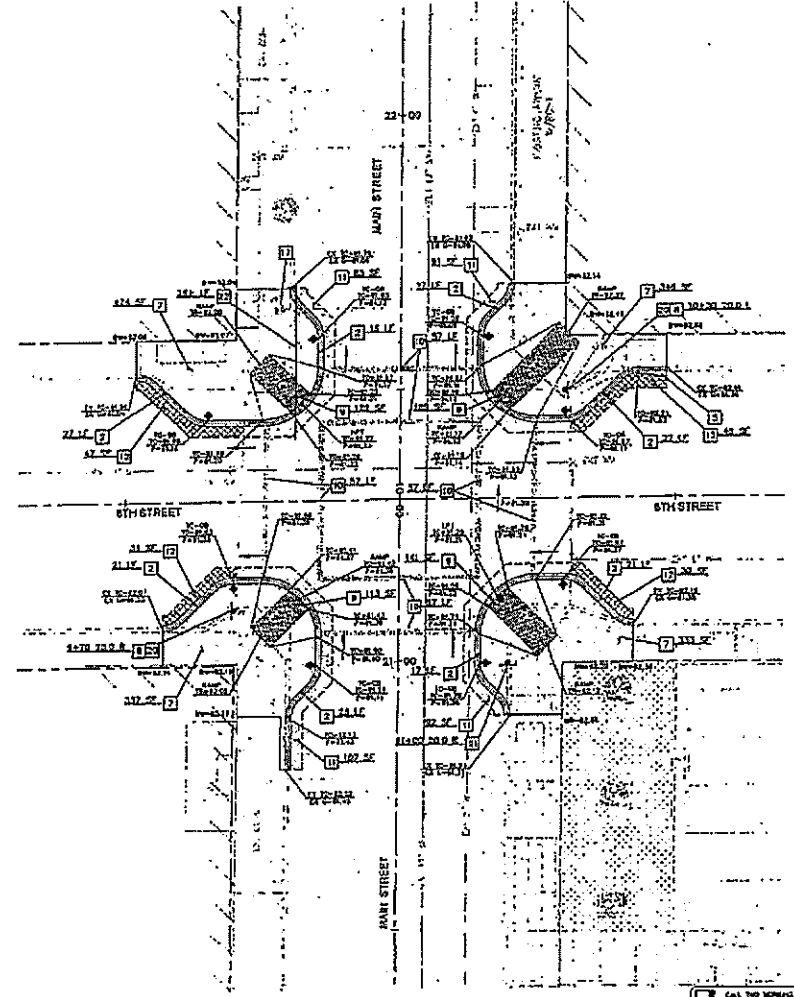
LINE	STATION	ELEVATION
10	22+00.00	3.80
11	22+05.00	3.80
12	22+10.00	3.80
13	22+15.00	3.80
14	22+20.00	3.80
15	22+25.00	3.80
16	22+30.00	3.80
17	22+35.00	3.80
18	22+40.00	3.80
19	22+45.00	3.80
20	22+50.00	3.80
21	22+55.00	3.80
22	23+00.00	3.80
23	23+05.00	3.80
24	23+10.00	3.80
25	23+15.00	3.80
26	23+20.00	3.80
27	23+25.00	3.80
28	23+30.00	3.80
29	23+35.00	3.80
30	23+40.00	3.80
31	23+45.00	3.80
32	23+50.00	3.80
33	23+55.00	3.80
34	24+00.00	3.80



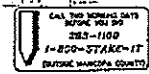
8TH STREET
 DEMOLITION & DIMENSIONING PLAN

TAC CURB TABLE

LINE	STATION	ELEVATION
35	24+05.00	3.80
36	24+10.00	3.80
37	24+15.00	3.80
38	24+20.00	3.80
39	24+25.00	3.80
40	24+30.00	3.80
41	24+35.00	3.80
42	24+40.00	3.80
43	24+45.00	3.80
44	24+50.00	3.80
45	24+55.00	3.80
46	25+00.00	3.80
47	25+05.00	3.80
48	25+10.00	3.80
49	25+15.00	3.80
50	25+20.00	3.80
51	25+25.00	3.80
52	25+30.00	3.80
53	25+35.00	3.80
54	25+40.00	3.80
55	25+45.00	3.80
56	25+50.00	3.80
57	25+55.00	3.80
58	26+00.00	3.80
59	26+05.00	3.80
60	26+10.00	3.80
61	26+15.00	3.80
62	26+20.00	3.80
63	26+25.00	3.80
64	26+30.00	3.80
65	26+35.00	3.80
66	26+40.00	3.80
67	26+45.00	3.80
68	26+50.00	3.80
69	26+55.00	3.80
70	27+00.00	3.80



8TH STREET
 CONSTRUCTION & GRADING PLAN



8/16/2017 Florence Main Street 8th Street Handicap Ramps 11:51 AM, No. 01, 2017, Project 2, Item 1

KEY NOTE LEGEND

- DEMOLITION NOTES**
1. CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS TO PRESERVE AND PROTECT OR REPLACE EXISTING SUPPORTS.
 2. REMOVE ALL EXISTING INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO: SIDEWALK, CURB & GUTTER, PAVEMENT, SIDEWALK RAMP, STREET LIGHTS, LIGHTS, SIGNAGE AND PLANTERS. COORDINATE WITH TOWN FOR SALVAGE AND/OR PROTECT STRUCTURE.

10. SAWCUT EXISTING PAVEMENT A MIN. OF 7' TO A NEAT, CLEAN EDGE PER MAG SPEC ON 21240. APPLY NEW PAVEMENT PER REQUIRED PAVEMENT SECTION, EASE AND JACK CHAIRS AT THE SAWCUT SHALL BE INSPECTED FOR APPROVAL BY TOWN ENGINEER PRIOR TO MATCHING NEW SURFACE.

CONSTRUCTION NOTES

1. CONSTRUCT 8" CURB IN GUTTER PER AGGT STD DR. C-0210, TYPE 'A'.
2. CONSTRUCT 8" CURB & GUTTER TRANSITION PER AGGT STD DR. C-0212, TYPE '7'.
3. CONSTRUCT 4" CONCRETE SIDEWALK, AS SHOWN, PER MAG STD DR. 230 W/STAIRS PER TOWN REQUIREMENTS.

4. INSTALL COLUMN FORM FOR 120# SOIL LOCATION PER DETAIL SHEET D122 OR AS SHOWN, POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.
5. CONSTRUCT CONCRETE SIDEWALK RAMP PER AGGT STD DR. C-0210, TYPE '7' AND PER REVISION DETAIL SHEET D122 W/OBTAINABLE WARNING STRIP.

6. 12" SOLID WHITE (125#) CROSSWALK PER DETAIL SHEET D122.
7. CONSTRUCT CONCRETE PAVEMENT SECTION 6" P.C.C.P. ON 6" A.B.C.
8. CONSTRUCT ASPHALT PAVEMENT SECTION 3" A.C. ON 8" A.B.C.
9. ADJUST VALVE BOX FRAME & COVER TO FINISH GRADE PER MAG STD DR. 273.

10. INSTALL WATER METER BOX PER MAG STD DR. 320, COORDINATE W/TOW ENG. FOR METER RELOCATION OR REPLACEMENT.
11. INSTALL TEMPORARY STOP SIGN OVER COLUMN FORM, SIGNAGE TO BE SUPPLIED BY TOWN.
12. INSTALL COLUMN FORM FOR STREET SOIL LOCATION PER DETAIL SHEET D122 OR AS SHOWN, POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.



NO.	DATE	BY	REVISION

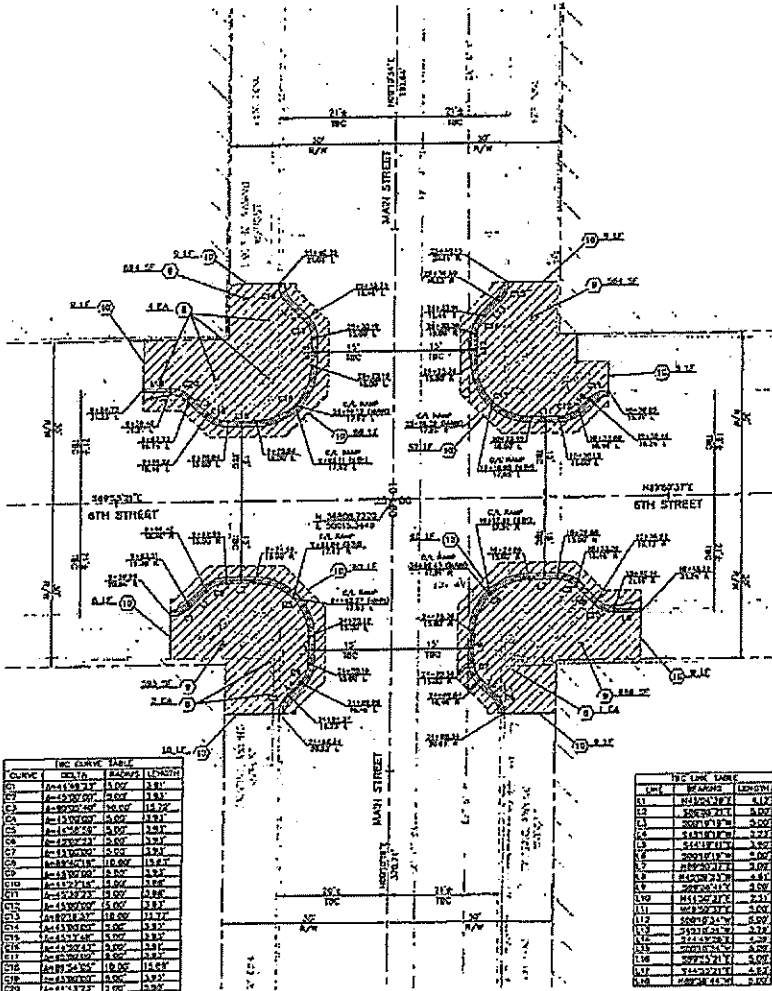
DATE PLOTTED: 08/26/2024 10:58:11 AM
 PLOTTER: HP DesignJet T1200
 PLOT SCALE: 1"=10'

**TOWN OF FLORENCE
 MAIN STREET ROADWAY IMPROVEMENTS
 DEMOLITION AND CONSTRUCTION PLAN
 6 TH STREET HANDI-CAP RAMP**

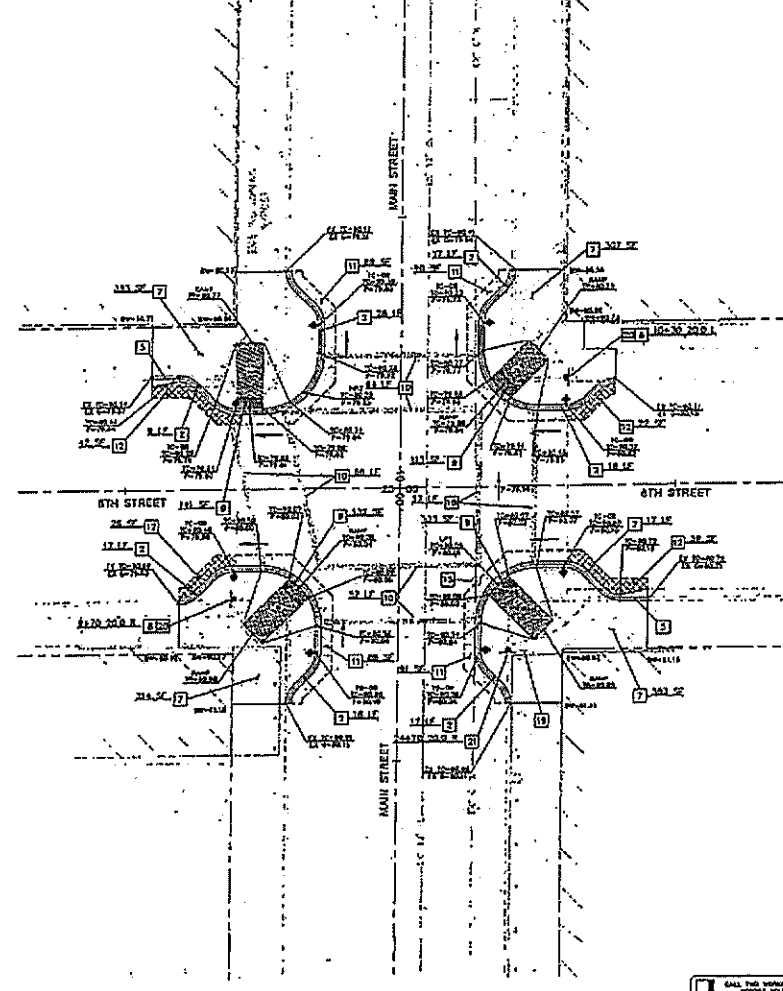


C205
 SHEET 9 OF 10
 V.3 R.

CALL FOR MORE INFO
 VISIT OUR WEBSITE
 1-800-STAKE-IT
 (EXCEPT WHERE SHOWN OTHERWISE)



**6TH STREET
 DEMOLITION & DIMENSIONING PLAN**



**6TH STREET
 CONSTRUCTION & GRADING PLAN**

DRAWN BY: JEFFREY W. BAXTER, P.E., 11/15/2023, 10:58:11 AM, PLOT SCALE: 1"=10', PLOTTER: HP DesignJet T1200

KEY NOTE LEGEND

EXISTING UTILITIES

- 1 REMOVE ALL EXISTING INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO: SIDEWALK CURB & GUTTER, PAVEMENT, SIDEWALK RAMP, STREET LIGHTS, UTILITIES, SIGNAGE AND PLANTINGS. COORDINATE WITH TOWN FOR SALVAGE AND/OR PROPER DISPOSAL.

- 2 SAWCUT EXISTING PAVEMENT A MIN. OF 2" TO A HEAT, CLEAN EDGE PER MAG SPEC 601.27 AND APPLY NEW PAVEMENT PER REQUIRED PAVEMENT SECTION. BASE AND FACE COATS AT THE SAWCUT SHALL BE SPECIFIED FOR APPROVAL BY TOWN ENGINEER PRIOR TO LAYING NEW SURFACE.
- 3 CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS TO PREMOVE AND PROTECT OR REPLACE CONCRETE STOPS.

CONSTRUCTION NOTES

- 4 CONSTRUCT 6" CURB & GUTTER PER ADOT STD DET. C-0510, TYPE 'D'.
- 5 CONSTRUCT 3" CURB & GUTTER TRANSITION PER ADOT STD DET. C-0512, TYPE 'T'.
- 6 CONSTRUCT 3" CURB & GUTTER TRANSITION PER MAG 430 DET. 201.
- 7 CONSTRUCT 4" CONCRETE SIDEWALK AS SHOWN, PER MAG 330 DET. 200 WITHIN PER TOWN REQUIREMENTS.

- 8 INSTALL COLUMN FORM FOR STOP SIGN LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.
- 9 CONSTRUCT CONCRETE SIDEWALK RAMP PER ADOT STD DET. C-0510, TYPE 'R' AND PER ADOT DETAIL SHEET C102 WITH DETECTABLE WARNING STAIR.

- 10 12" SOLID WHITE (125%) CROSSWALK PER DETAIL SHEET C102.
- 11 CONSTRUCT ASPHALT PAVEMENT SECTION 3" A.C. ON 8" A.B.C.
- 12 ADJUST FIRE HYDRANT, VALVE & COVER TO FRESH GRADE, COORDINATE WITH TOWN ENGINEER PRIOR TO WORK.

- 13 INSTALL TEMPORARY STOP SIGN OVER COLUMN FORM. SIGNAGE TO BE SUPPLIED BY TOWN.
- 14 INSTALL COLUMN FORM FOR STREET SIGN LOCATION PER DETAIL SHEET C102 OR AS SHOWN. POST AND SIGNAGE TO BE SUPPLIED AND INSTALLED BY TOWN.



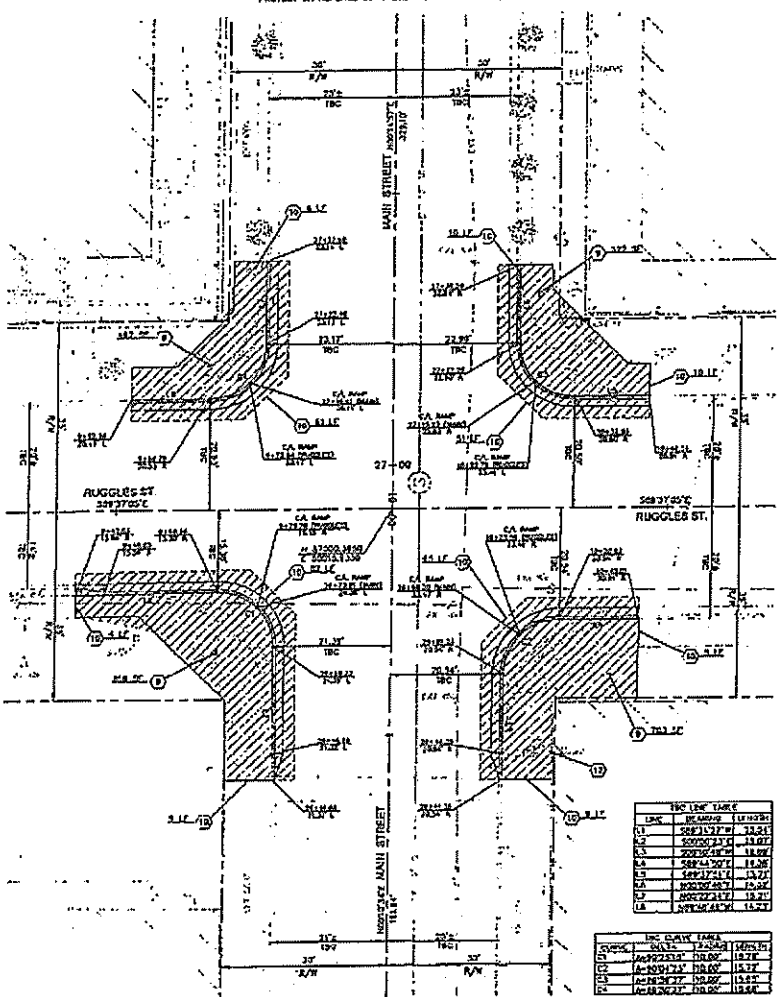
NO.	DATE	BY	CHK.

**TOWN OF FLORENCE
MAIN STREET ROADWAY IMPROVEMENTS
DEMOLITION AND CONSTRUCTION PLAN
RUGGLES STREET HANDI-CAP RAMPS**

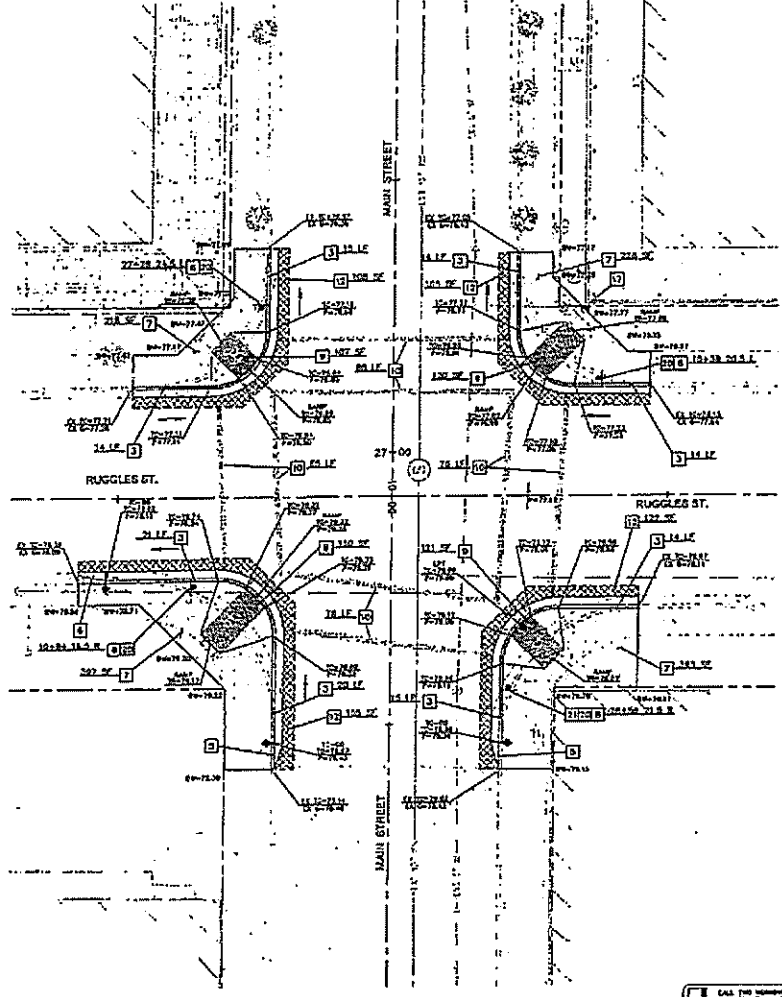


C206
SHEET 10 OF 10
V.3 R.

CALL THE NUMBER FIRST
BEFORE YOU DIG
800-4-A-DAVE
1-800-574-6277
(GIVE LOCATION FIRST)

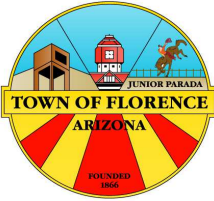


**RUGGLES STREET
DEMOLITION & DIMENSIONING PLAN**



**RUGGLES STREET
CONSTRUCTION & GRADING PLAN**

12/15/2010 10:00 AM, User: alexter@alxter.com, File: C206-10.dwg, Plot Date: 01/07/2012 10:00 AM, Plot Scale: 1"=10'



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 5b.

MEETING DATE: June 27, 2013

DEPARTMENT: Public Works

STAFF PRESENTER: Wayne J. Costa
Public Works Director/Town Engineer

SUBJECT: Transfer station services for residents

- Action**
 Information Only
 Public Hearing
 Resolution
 Ordinance
 Regulatory
 1st Reading
 2nd Reading
 Other

RECOMMENDED MOTION/ACTION:

Discussion/Approval/Disapproval of approving the Disposal Agreement with Central Arizona Solid Waste, Inc. in order to provide transfer station services for residents.

BACKGROUND/DISCUSSION:

A Request for Proposal (RFP) was written on April 18, 2013, to provide self-haul transfer station operations for the disposal of solid waste by Town of Florence residents.

Staff received bids in accordance with the attached Bid Tabulation Sheet for a) transporting (self-haul) of solid waste by residents, b) disposal of solid waste as transported by residents and/or Town, and c) providing proper transportation and/or disposal operation of solid waste transported to their facility.

This agreement includes:

- Disposal Services start date of Monday, July 1, 2013
- Free solid waste disposal for self-haul by the Town's residents (included in monthly user fee or reimbursement by the Town)
- One (1) year term with Town option for four (4) additional one (1) year terms
- Ability to renegotiate "operational issues" twelve (12) months after services commence
- Annual increases for based on CPI index, capped at 4% regardless of the GPI index increase

FINANCIAL IMPACT:

For the residents:

- Included in monthly user fee
- Provides solid waste disposal services via self-haul

For the Town:

- Reducing cost of solid waste disposal for the town of Florence annually
- Streamlines disposal service delivery system below current rates
- Reduce cost of sanitation landfill costs by at least \$12,386

STAFF RECOMMENDATION:

Staff recommends the approval of the Disposal Agreement between the Town of Florence and Central Arizona Solid Waste, Inc.

ATTACHMENTS:

Disposal Agreement
Bid Tabulation Sheet
Request for Proposal (Landfill or Transfer Station Services for Residents)

DISPOSAL AGREEMENT

THIS DISPOSAL AGREEMENT (the "Agreement") is made and entered into as of this ___ day of June, 2013, by and between Central Arizona Solid Waste, Inc., ("CENTRAL ARIZONA SOLID WASTE"), and the Town of Florence, Arizona, an Arizona municipal corporation (the "TOWN").

RECITALS

WHEREAS, the TOWN shall no longer perform solid waste collection services after July 1, 2013; and

WHEREAS, CENTRAL ARIZONA SOLID WASTE operates the solid waste transfer station located at 5632 E. Hunt Highway, Queen Creek, Arizona 85142 (the "Facility"); and

WHEREAS, CENTRAL ARIZONA SOLID WASTE. submitted a proposal for the provision of solid waste disposal services dated April 18, 2013 (the "Proposal") to the Town of Florence, and the TOWN accepted the Proposal for the disposal of solid waste through operation of the Facility; and

WHEREAS, CENTRAL ARIZONA SOLID WASTE and TOWN desire to enter into an arrangement whereby CENTRAL ARIZONA SOLID WASTE will permit TOWN and its residents to deliver solid waste to the Facility on the terms and conditions set forth herein and consistent with CENTRAL ARIZONA SOLID WASTE's Proposal dated April 18, 2013.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the parties' mutual covenants, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Delivery of Acceptable Waste.

(a) Volumes. TOWN and its residents shall have the right to dispose of Acceptable Waste at the Facility. As used in this Agreement, "Acceptable Waste" means all waste that is permitted to be delivered to the Facility pursuant to this Agreement and that is not Unacceptable Waste (as defined below). CENTRAL ARIZONA SOLID WASTE represents and warrants that the Facility has the capacity to accept all of the Acceptable Waste which is brought to the Facility by the TOWN and its residents during the Term of the Agreement. CENTRAL ARIZONA SOLID WASTE understands that the TOWN anticipates the volume of Acceptable Waste will continue to increase with the growth of the TOWN, and therefore represents and warrants that the Facility will have the capacity to accept any increase in the volume of Acceptable Waste delivered to the Facility by the TOWN and its residents.

(b) Acceptance of Acceptable Waste. CENTRAL ARIZONA SOLID WASTE shall accept for disposal at the Facility Acceptable Waste delivered to the Facility by the TOWN and its residents, or by any contractor or other non-party designated by the TOWN to deliver Acceptable Waste collected from the TOWN and delivered to the Facility on behalf of the TOWN. In addition, CENTRAL ARIZONA SOLID WASTE shall accept for disposal at the Facility Acceptable Waste delivered to the Facility by residents of the TOWN.

(c) Accurate Scales. CENTRAL ARIZONA SOLID WASTE shall provide accurate scales to weigh all Acceptable Waste delivered to the Facility pursuant to the Agreement. CENTRAL ARIZONA SOLID WASTE shall have the scales certified semi-annually by an independent testing firm, qualified to perform such tests within the State of Arizona, or an appropriate Arizona governmental agency. CENTRAL ARIZONA SOLID WASTE shall provide the TOWN with copies of all test results for the scales within ten (10) business days after CENTRAL ARIZONA SOLID WASTE'S receipt of such test results. Any costs incurred as a result of the certification of the scales shall be paid by CENTRAL ARIZONA SOLID WASTE.

(d) Weighing Acceptable Waste. CENTRAL ARIZONA SOLID WASTE shall weigh all loads of Acceptable Waste delivered to the Facility pursuant to the Agreement and shall record the net weight of such loads for purposes of billing. CENTRAL ARIZONA SOLID WASTE may require the drivers of TOWN delivery vehicles, or the vehicles of contractors designated by the Town, to weigh their empty trucks at CENTRAL ARIZONA SOLID WASTE's scale no more than monthly in order to determine current accurate tare weight.

2. Disposal Fees.

The TOWN shall pay disposal fees as follows:

(a) For loads up to ½ ton, the minimum charge will be \$25.00 + \$0.06 ADEQ fee, for a total of \$25.06.

(b) For loads over ½ ton, the charge will be per ton at \$39.00/ton + \$0.25/ton ADEQ fee, for a total of \$39.25/ton.

3. Term.

(a) The Initial Term of the Agreement shall be for one (1) year, commencing on July 1, 2013 (the "Commencement Date") and ending on June 30, 2014.

(b) After the Initial Term, TOWN shall have the option, in its sole discretion, to renew the Agreement for up to four (4) additional one (1) year terms (each, a "Renewal Term"). The Initial Term and any Renewal Terms shall collectively be referred to herein as the "Term". To exercise its option, TOWN shall provide written

notice to CENTRAL ARIZONA SOLID WASTE of its intent to renew the Agreement not later than sixty (60) calendar days before the date of expiration of the current Term. In the event written notice is not provided to CENTRAL ARIZONA SOLID WASTE, the renewal shall be deemed exercised and the Agreement shall be automatically renewed for one year. Notwithstanding the above, TOWN may request CENTRAL ARIZONA SOLID WASTE to renegotiate the terms of the Agreement at such time as it provides written notice to CENTRAL ARIZONA SOLID WASTE of its intent to renew the Agreement, or if no notice is provided, at such time as the automatic renewal becomes effective, and such request shall not be unreasonably denied by CENTRAL ARIZONA SOLID WASTE. CENTRAL ARIZONA SOLID WASTE may also request the TOWN to renegotiate the terms of the Agreement one year after the Commencement Date. The TOWN and CENTRAL ARIZONA SOLID WASTE shall each have the option to terminate the Agreement, without cause, by providing written notice of termination to the other party not less than sixty (60) calendar days prior to the expiration of any term of the Agreement.

4. Delivery Procedures.

The Town and Town residents shall transport the solid waste to the Facility.

5. Operation of the Facility.

(a) Town Contract Administrator. The Town shall designate the name of a Town employee who will serve as the Contract Administrator during the Term of the Agreement.

(b) Hours of Operation. The Transfer Station shall be open to accept deliveries of solid waste Monday through Friday and shall be closed on Saturday and Sunday. The Transfer Station shall be closed on the following major holidays: New Year's Day; Memorial Day; 4th of July; Labor Day; Thanksgiving Day and Christmas Day. The hours of operation of the Transfer Station shall be subject to change at the discretion of CENTRAL ARIZONA SOLID WASTE provided that a minimum of 48 hours advance notice shall be given to the Town.

(c) Operational Requirements for the Transfer Station.

A. Site Access. The access road entrance shall have signs posted at the entrance to the Transfer Station identifying the name of the facility, the owner and operator, hours of operation and any site restrictions. There shall be posted along the access road various traffic signs and temporary barriers to guide users of the facility to the disposal unloading area.

B. Solid Waste Acceptance, Handling and Placement. Users of the Transfer Station will check in at the scale house with the scale house attendant to receive directions to the working face, to verify the user as a Town resident with a recent utility bill and driver's license bearing the same name as the utility bill, and to have their loads

observed or inspected (load checking). Hazardous waste and liquid waste will not be accepted. Construction and demolition debris and white goods will not be accepted for disposal.

i) Construction/demolition materials such as building rubble, concrete, asphalt, porcelain fixtures (toilets, sinks, etc.), rock, bricks and other materials as defined by Florence Town Code § 52.048(H) shall not be accepted for disposal in weights greater than twenty-five (25) pounds.

ii) White goods, or appliances such as refrigerators, washing machines, dryers, dishwashers, and the like, shall not be accepted for disposal.

iii) Yard Waste, as defined by Florence Town Code § 52.005 shall not be accepted for disposal.

iv) Section § 52.048 of the Florence Town Code “Residential Bulk Trash Placement and Collection Services”, provides items that are acceptable for disposal at the facility, except as otherwise noted above.

C. Traffic Control. Traffic shall be directed from the Transfer Station entrance to either the public tipping area or the Transfer Station tipping pad via site access roads. Access roads, both temporary and permanent, shall be designed, constructed and maintained to allow orderly ingress and egress of vehicular traffic when the facility is in operation, including during inclement weather. A traffic spotter shall not be necessary at the Transfer Station. Proper signage and cones directing traffic areas at the active face shall be used as necessary.

(d) Inclement Weather Operation. Operation of the Transfer Station shall continue and solid waste shall be placed in wet weather, except when rainfall is extreme or high winds are present. In extremely wet weather, Transfer Station operations may be reduced at the discretion of CENTRAL ARIZONA SOLID WASTE.

6. Unacceptable Waste.

(a) Delivery of Unacceptable Waste. TOWN agrees that Town and its residents shall not deliver any Unacceptable Waste to the Facility. If a delivery of solid waste is made which contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Waste by the person delivering such waste to the Facility.

7. Customer List, Billing and Collection, Payment, Annual Adjustments.

(a) On or prior to July 1, 2013, the Town shall provide CENTRAL ARIZONA SOLID WASTE with a Residential Service Unit customer list and a Town Facility customer list. CENTRAL ARIZONA SOLID WASTE shall provide Transfer

Station services to all Town residents and Town Facility customers. Such lists may be requested by CENTRAL ARIZONA SOLID WASTE on a quarterly basis.

(b) CENTRAL ARIZONA SOLID WASTE shall bill Residential Service Units for solid waste and bulk waste disposal in accordance with the rate structure attached hereto as "Exhibit A".

(c) Bills provided by CENTRAL ARIZONA SOLID WASTE to the Town shall be clear, concise and understandable. Bills shall be fully itemized and shall clearly delineate all activity during the billing period, including optional charges, rebates and credits, if any.

(d) All costs as agreed upon by the Town and CENTRAL ARIZONA SOLID WASTE shall remain fixed from the effective date of the Agreement through June 30, 2014. On July 1, 2014, and each July 1st thereafter during any Term of the Agreement, the costs of disposal, processing and marketing may be increased or decreased. Any increase or decrease shall be based upon 85% of the Consumer Price Index – All Urban Consumers, CUUSA429SAO, CWUSA429SAO, Not Seasonally Adjusted, Area: Phoenix-Mesa, Item: All items (the "CPI"). Notwithstanding the above, in no event shall the cumulative rate adjustment exceed 4% per year.

8. Force Majeure.

Except for TOWN'S obligation to make payments to CENTRAL ARIZONA SOLID WASTE under this Agreement, either party's obligations under this Agreement may be suspended by either party in the event of (a) an occurrence beyond the reasonable control of that party which materially adversely affects the ability of the party to perform its obligations hereunder or to comply with the requirements of any governmental order, permit or other approval; (b) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, severe weather, fires, explosions, floods, acts of a public enemy, war, terrorist acts, blockades, insurrections, riots or civil disturbances; (c) labor disputes, strikes, work slowdowns or work stoppages; or (d) orders and/or judgments of any federal, state or local court, administrative agency or governmental body, or other entity, if not the result of (i) willful or negligent action of the party relying thereon or (ii) failure to act in accordance with this Agreement (provided, however, that the contesting in good faith by such party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such party).

9. Cooperative Use of Contract.

In addition to the Town of Florence, this contract may be extended for use by other municipalities, political subdivisions, school districts and government agencies of the state of Arizona.

10. Default.

(a) Events of Default by CENTRAL ARIZONA SOLID WASTE. Each of the following shall be an event of default by CENTRAL ARIZONA SOLID WASTE under this Agreement:

(i) CENTRAL ARIZONA SOLID WASTE fails to observe and perform any material term, covenant or agreement contained in this Agreement on its part to be performed and continuance of such failure for a period of twenty (20) days after written notice to CENTRAL ARIZONA SOLID WASTE specifying the nature of such failure and requesting that it be remedied; or

(ii) CENTRAL ARIZONA SOLID WASTE makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereinafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of 60 days or more or if by an act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers such custodianship, receivership or trusteeship to continue undismissed for a period of 60 days or more.

(b) Events of Default by TOWN. Each of the following shall be an event of default by TOWN under this Agreement:

(i) TOWN fails to timely pay any amounts which become due hereunder;

(ii) TOWN fails to observe and perform any other material term, covenant or agreement contained in this Agreement on its part to be performed and continuance of such failure for a period of twenty (20) days after written notice to TOWN specifying the nature of such failure and requesting that it be remedied; or

(iii) TOWN makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereinafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of 60 days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its

property or suffers such custodianship, receivership or trusteeship to continue undismissed for a period of 60 days or more.

(c) Remedies on Default. Whenever any event of default shall have occurred and be continuing, the non-defaulting party shall have the following rights and remedies:

(i) Upon the end of the applicable grace period in this Section 10, if CENTRAL ARIZONA SOLID WASTE is then in default, TOWN shall have the option to immediately terminate this Agreement and pursue any remedies it may have in law or in equity unless during such period CENTRAL ARIZONA SOLID WASTE has taken remedial steps the effect of which would be to enable CENTRAL ARIZONA SOLID WASTE to cure such event of default within an additional ten (10) day period following the expiration of such grace period;

(ii) Upon the end of the applicable grace period in this Section 10, if TOWN is then in default, CENTRAL ARIZONA SOLID WASTE shall have the option to immediately terminate this Agreement and pursue any remedies it may have in law or in equity unless, during such period, TOWN has taken remedial steps the effect of which would be to enable TOWN to cure such event of default within an additional ten (10) day period following the expiration of such grace period; or without terminating this Agreement, to stop accepting Acceptable Waste delivered by TOWN or its residents until such default is cured or this Agreement is terminated.

(d) For all default and cure provisions of this Agreement, the term “days” shall mean business days. For all other provisions of this Agreement, “days” shall mean calendar days.

11. Indemnification.

(a) Indemnification by TOWN. TOWN agrees to indemnify and hold harmless CENTRAL ARIZONA SOLID WASTE and its subsidiaries and affiliates, and the operator of the Facility if other than CENTRAL ARIZONA SOLID WASTE, and their respective directors, officers, agents and employees (the “CENTRAL ARIZONA SOLID WASTE Indemnified Parties”), from and against any and all liabilities, losses, damages, costs, expenses and disbursements, including reasonable legal fees, expert witness fees, litigation related expenses, and court costs in such litigation or proceeding (collectively “Losses”), whether arising out of a claim or loss of or damage to property and injuries to or death of any persons, including any CENTRAL ARIZONA SOLID WASTE Indemnified Parties, or otherwise, caused (i) by the breach of any agreement herein of TOWN, or (ii) by the negligent, reckless or willful misconduct of TOWN.

(b) Indemnification by CENTRAL ARIZONA SOLID WASTE. CENTRAL ARIZONA SOLID WASTE agrees to indemnify and hold harmless TOWN and its subsidiaries and affiliates, and their respective directors, officers, agents and employees (the “TOWN Indemnified Parties”) from and against any and all Losses, whether arising out

of a claim or loss of or damage to property and injuries to or death of any persons, including any TOWN Indemnified Parties, or otherwise, caused (i) by the breach of any agreement herein of CENTRAL ARIZONA SOLID WASTE; or (ii) by the negligent, reckless or willful misconduct of CENTRAL ARIZONA SOLID WASTE.

12. Insurance Requirements.

(a) General Clauses. CENTRAL ARIZONA SOLID WASTE, at its expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed in the State of Arizona, with a current A.M. Best, Inc., or a successor rating agency, rating of not less than "A".

(b) Additional Insured. The insurance coverage, except Workers' Compensation, required by this Agreement, shall name the TOWN, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

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

(d) Primary Coverage. CENTRAL ARIZONA SOLID WASTE'S insurance shall be primary insurance in all respects as to the TOWN, and any insurance or self insurance maintained by the TOWN shall not contribute to it.

(e) Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, its agents, representatives, directors, officers, and employees for any claims arising out of CENTRAL ARIZONA SOLID WASTE'S work or services.

(f) Copies of Policies. The TOWN reserves the right to request and to receive, within ten (10) working days, certified copies of any and all of the insurance policies and/or endorsements required in this Agreement. The TOWN shall not be obligated, however, to review same or to advise CENTRAL ARIZONA SOLID WASTE of any deficiencies in such policies and endorsements, and such receipt shall not relieve CENTRAL ARIZONA SOLID WASTE from, or be deemed a waiver of the TOWN's right to insist on, strict fulfillment of CENTRAL ARIZONA SOLID WASTE'S obligations under this Agreement.

(g) Commercial General Liability. CENTRAL ARIZONA SOLID WASTE shall maintain Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence with a \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, property damage, personal injury, products and completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement.

(h) Automobile Liability. CENTRAL ARIZONA SOLID WASTE 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 each occurrence with respect to CENTRAL ARIZONA SOLID WASTE'S owned, hired, and non-owned vehicles assigned to or used in performance of CENTRAL ARIZONA SOLID WASTE'S work or services under the Agreement.

(i) Workers' Compensation. CENTRAL ARIZONA SOLID WASTE shall carry Workers' Compensation insurance to cover all obligations imposed by federal and state statutes having jurisdiction of CENTRAL ARIZONA SOLID WASTE's employees engaged in the performance of the work or services under the Agreement; and Employer's Liability insurance. Further, in case any work is subcontracted, CENTRAL ARIZONA SOLID WASTE will require the subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of CENTRAL ARIZONA SOLID WASTE.

(j) Pollution Legal Liability. CENTRAL ARIZONA SOLID WASTE shall maintain pollution legal liability coverage with limits of \$4,000,000 per loss and an annual aggregate of \$8,000,000 covering all claims, damages, losses and expenses relating to, arising out of or resulting from pollution (sudden or non-sudden) conditions including discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, water materials or other irritants, contaminants or pollutants into or upon land or a person, the atmosphere, or any watercourse or body of water. The insurance shall include coverage for: (i) bodily injury, sickness, disease, death, mental anguish or shock; (ii) property damage, including physical injury, to or destruction of property including loss of use, clean up costs, and loss of use of property not physically injured nor destroyed; and (iii) defense costs, including charges and expenses for investigation, claims adjustment and remediation for losses arising from the disposal site. A hazardous waste facility liability endorsement must be attached to the policy and must be worded as written in 40 C.F.R. Part 264.147 or 265.147, or replacements thereof.

(k) Certificates of Insurance. Prior to commencing work or services under the Agreement and each year while the Agreement is in effect, CENTRAL ARIZONA SOLID WASTE shall furnish the TOWN with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by CENTRAL ARIZONA SOLID WASTE'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by the Agreement are in full force and effect. Such certificates shall specifically identify this Agreement. In the event any insurance policy(ies) required by the Agreement is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance.

(l) Cancellation of Insurance. The insurance required in this Agreement shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the TOWN.

13. Representations and Covenants.

(a) Representations and covenants of CENTRAL ARIZONA SOLID WASTE. CENTRAL ARIZONA SOLID WASTE represents and covenants with the TOWN as follows: (1) CENTRAL ARIZONA SOLID WASTE is a corporation duly organized and validly existing and in good standing under the laws of the State of Arizona; (2) CENTRAL ARIZONA SOLID WASTE has all requisite power and authority, corporate or otherwise, to execute, deliver, and perform all obligations under this Agreement; (3) the execution, delivery and performance by CENTRAL ARIZONA SOLID WASTE of the Agreement have been duly authorized by all necessary corporate action, do not and will not violate any provisions of existing law, rule or regulation by which CENTRAL ARIZONA SOLID WASTE is bound; and (4) the Agreement constitutes a legal, valid and binding obligation of CENTRAL ARIZONA SOLID WASTE enforceable against it in accordance with its terms, except to the extent the foregoing may be limited by bankruptcy or insolvency, or other laws affecting creditors' rights generally or equitable principles.

(b) Representations and covenants of the TOWN. The TOWN represents and covenants with CENTRAL ARIZONA SOLID WASTE as follows: (1) the TOWN is a municipal corporation duly organized and validly existing under the laws of the State of Arizona; (2) the TOWN has all requisite power and authority to execute, deliver, and perform all obligations under this Agreement; (3) the execution, delivery and performance by the TOWN of the Agreement have been duly authorized by all necessary action of its governing body, do not and will not violate any provisions of existing law, rule or regulation by which the TOWN is bound; and (4) the Agreement constitutes a legal, valid and binding obligation of the TOWN enforceable against it in accordance with its terms, except to the extent the foregoing may be limited by bankruptcy or insolvency, or other laws affecting creditors' rights generally or equitable principles.

15. General.

(a) Independent Contractor. TOWN and CENTRAL ARIZONA SOLID WASTE shall perform their obligations under this Agreement as independent contractors, and as such, shall maintain control over their employees, agents and subcontractors during the performance of their obligations. Neither CENTRAL ARIZONA SOLID WASTE, its employees, agents nor subcontractors shall be, represent, act, purport to act, or be deemed, the agent of TOWN and neither TOWN, its employees, agents nor subcontractors shall be, represent, act, purport to act, or be deemed, the agent of CENTRAL ARIZONA SOLID WASTE. Nothing contained in the Agreement will be construed to establish the parties as partners or joint venturers. Except as expressly provided herein, neither of the Parties has any power to obligate or bind the other in any manner whatsoever.

(b) Assignment; Binding Effect. This Agreement may not be assigned or otherwise transferred without the express written consent of Town, which may be granted or withheld in the sole and absolute discretion of TOWN; provided, however, that CENTRAL ARIZONA SOLID WASTE may assign this Agreement to an affiliate of

CENTRAL ARIZONA SOLID WASTE after obtaining the TOWN'S written consent, which shall not be unreasonably withheld.

(c) Entire Agreement. This Agreement and the Proposal submitted by CENTRAL ARIZONA SOLID WASTE dated April 18, 2013 constitute the entire agreement between the parties pertaining to the subject matter hereof. This Agreement and CENTRAL ARIZONA SOLID WASTE's Proposal dated April 18, 2013 supersede all prior agreements, written or oral, with respect to the subject matter of this Agreement. This Agreement may be modified only by a written instrument signed by both parties hereto.

(d) Severability. In the event that any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. Upon the determination of the invalidity, illegality or unenforceability of any provision of this Agreement, the Parties will negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible.

(e) Waiver. No delay or omission by a party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

(f) Notice. Any notice, request, information or other document to be given hereunder to one of the parties by the other party shall be in writing and shall be given by hand delivery, certified or registered U.S. mail or a private courier service which provides evidence of receipt as part of the service, to the addresses set forth at the end of this Agreement

(g) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. The parties agree that the Pinal County Superior Court shall be the proper place for venue in connection with any litigation initiated hereunder.

(h) Time of the Essence. Time is of the essence of this Agreement.

(i) A.R.S. § 38-511. Notice is hereby given of the applicability of A.R.S. §38-511.

(j) No Third Party Beneficiaries. This Agreement will be binding upon and inure solely to the benefit of the Parties and their successors and assigns, and nothing herein, expressed or implied, is intended to or will confer upon any other person or party, including, any legal or equitable right, benefit or remedy of any nature whatsoever.

(k) Incorporation of Proposal and Recitals. CENTRAL ARIZONA SOLID WASTE's Proposal dated April 18, 2013 is incorporated herein by this reference as though

fully set forth herein, unless specifically stated otherwise. The Parties acknowledge and agree that all of the "Recitals" at the beginning of this Agreement are true and correct and are incorporated herein as binding agreements and obligations of this Agreement by this reference.

(l) Headings. The descriptive headings contained in this Agreement are for convenience of reference only and will not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the undersigned have entered this Agreement as of the day and year first above written.

TOWN:

CENTRAL ARIZONA SOLID WASTE:

**TOWN of Florence
P.O. Box 2670
Florence, AZ 85132**

**Central Arizona Solid Waste, Inc.
5230 East Shea Boulevard
Scottsdale, AZ 85254**

Tom J. Rankin
Mayor

George Johnson
President

Date

Date

ATTEST:

Lisa Garcia
Town Clerk

APPROVED AS TO FORM:

James E. Mannato
Florence Town Attorney

**Town of Florence
Bid Tabulation Sheet**

Verbal (only allowed when \$5,000 or less)

Date Prepared: 4-19-2013

Written/Fax (mandatory when over \$5,000; attach bids)

Prepared By: Maria Hernandez

Formal Sealed Bid: # N/A Title: LANDFILL OR TRANSFER STATION FOR RESIDENTS Opening Date: 4-18-2013 Opening Time N/A

Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	Payment Terms (Discount?)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1 Central Arizona Solid Waste 5320 E. Shea Blvd. # 200 Scottsdale AZ 85254 Phone 480-998-3300				\$25.00 +.06 ADEQ fee for loads up to 1/2 ton (Minimum charge) ; \$39.00 per ton +.25/ton ADEQ fee for loads over 1/2 ton		Forwarded to Wayne Costa, Public Works Director
2 Right Away Disposal Waste and Recycling Facility 3755 S. Royal Palm Rd. Apache Junction AZ 85119 Phone 480-983-9100				\$35.00 per ton \$10.00 minimum per transaction		Forwarded to Wayne Costa, Public Works Director
3 Waste Management Four corners Market Area/222 S. Mill Ave, Suite 333 Tempe AZ 85281 Phone 480-457-4700				Elected not to submit bid		Forwarded to Wayne Costa, Public Works Director

Attach additional page(s), if necessary

Vendor Selected _____

Address _____

Justification (if not lowest price) _____

Department Head Approval _____

Date _____

Finance Director Approval _____

Date _____

Town Manager Approval _____

Date _____

6/3/2013+1^

*If over \$10,000, must go to Town Council for approval.
Attach this approved for to purchase request with written quotes, if applicable.

**TOWN OF FLORENCE, AZ
REQUEST FOR PROPOSALS**

Landfill or Transfer Station Services for Residents

SUBMITTAL DUE DATE AND TIME: **April 18, 2013 at 10:00 A.M. LOCAL AZ TIME**

SUBMITTAL LOCATION: Town of Florence
Town Hall
775 N. Main Street
P.O. Box 2670
Florence, AZ 85132

**GENERAL OR RFP PROCESS
QUESTIONS:** Wayne Costa, Public Works Director
(520) 856-7617
Wayne.Costa@florenceaz.gov

TECHNICAL QUESTIONS: Wayne Costa
Public Works Director
(520) 868-7617
Wayne.Costa@florenceaz.gov

Notice is hereby given that sealed proposals for the specified materials or services will be received at the Town of Florence, Town Hall, located at 775 N. Main Street, Florence, AZ 85132, until the time and date cited. Late proposals will not be considered.

One original and six (6) copies of the proposal shall be submitted in a sealed envelope with the proposal name, proposal number, Offeror's name, address and telephone number clearly indicated on the envelope. All proposals must be submitted in ink or typewritten. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Additional instructions for preparing an offer are provided within. **Offerors are strongly encouraged to carefully read the entire solicitation.**

PLEASE NOTE: VENDOR IS RESPONSIBLE FOR OBTAINING ANY AMENDMENTS EITHER THROUGH UPDATES ON THE WEB SITE, OR BY CONTACTING THE PERSON CITED ABOVE FOR GENERAL QUESTIONS.

TABLE OF CONTENTS

	PAGE NO.
Table of Contents	2
Solicitation Submittal Checklist	3
Instructions To Offeror	4 – 6
Standard Terms And Conditions	7 – 11
Special Terms And Conditions	12 – 13
Scope of Services	14 – 15
Proposal Format and Required Responses	16 – 17
Price Page	18
Offer Sheet	19
Exhibit A – Insurance	20-22
Sample Town of Florence Contract	23-46
End Table of Contents	

SOLICITATION SUBMITTAL CHECKLIST

It is the Bidder's/Offeror's responsibility to be thoroughly familiar with all requirements and specifications.

- 1. The Offer Sheet has been signed by an authorized representative of the firm. Unsigned solicitations will not be considered.
- 2. The prices offered have been reviewed.
- 3. Unit prices will prevail.
- 4. Any amendments have been signed and are included. It is the Vendor's responsibility to obtain all amendments relevant to this solicitation via the Town's Web site or other means.
- 5. Review all instructions, terms and conditions, and specifications to ensure your response complies.
- 6. Any required samples, descriptive literature, or enclosures have been included, if applicable. (Identify samples with Vendor's name and solicitation number.)
- 7. **All items listed on the Proposal Format and Required Responses section have been included.**
- 8. If required, the bid surety has been included.
- 9. Solicitation Package and/or Envelope have been identified with Vendor's name, address, telephone number, and solicitation title.
- 10. The specified number of copies of your offer has been included if more than one copy was requested on the cover page.

INSTRUCTIONS TO OFFEROR

1. Preparation of Proposal:

- a. Telegraphic (facsimile) or Mailgram proposals will not be considered.
- b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer.
- d. The unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire Request For Proposal package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a proposal. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **Inquiries:** Any question related to the Request For Proposal shall be directed in writing or via e-mail **only** to the person whose name appears on the cover page. Any correspondence related to a Request For Proposal should refer to the appropriate Request for Proposal ID, page, and paragraph number. However, the Offeror shall not place the Request For Proposal ID on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official Request For Proposal due date and time.

Questions, requests for clarification, or requests for additional information regarding the RFP content should be submitted in writing via email to Wayne J. Costa at the address listed on or before 12:00 noon, April 15, 2013.

Questions will be answered to the greatest degree possible through the Town's website and also through written correspondence that will be addressed to all parties that submitted a letter of intent. All questions will be answered in writing and posted on the Town's website by April 16, 2013, unless otherwise noted. No oral communications can be relied upon for this Proposal.

3. **Due Date and Time:** Offerors must submit proposals to the Florence Town Hall, Town Clerk's Office by 10:00 AM/Local AZ time on April 18, 2013, at the address or physical location listed on the cover page. Late proposals are not accepted.
4. **Withdrawal of Proposal:** At any time prior to the specified proposal due date and time, an Offeror (or designated representative) may withdraw the proposal by submitting a request in writing or via e-mail to the contact person whose name appears on the front page. Request must be made by a duly authorized representative of the Offeror. Offeror is responsible for making arrangements and expenses associated with the return of proposal.
5. **Amendment of Proposal:** Receipt of an RFP Amendment shall be acknowledged by signing and returning the document with the proposal by the specified proposal due date and time. Potential Offerors are responsible for obtaining all amendments relevant to this solicitation.
6. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of a witness. Proposals, modifications, and all other information received in response of this Request for Proposal shall be shown only to Town personnel having legitimate interest in the evaluation. **PRICES SHALL NOT BE READ.** After award of the proposal, the successful proposal and the evaluation documentation shall be open for public inspection.

7. **Confidential Information:**

- a. If a person believes that a proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Town of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Town makes a written determination whether the information must be disclosed under Arizona law. If the Town determines that the information must be disclosed, Town will provide the proposer with notice of such fact, and that the proposer has five (5) days within which to file a legal action protesting the planned disclosure. If no legal action is taken within the time specified, the Town will disclose the information and will not be responsible for any claims or losses arising from our related to such disclosure.

8. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the Town requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date and each Offeror agrees that it will hold open its offer for such period.

9. **Taxes:** Sales tax, if any, shall be indicated as a separate item on any notice of amount due delivered to the Town.

10. **Award of Contract:** Notwithstanding any other provision of this Request For Proposal, The Town expressly reserves the right, when determining whether to award a contract to an Offeror, to:

- a. Waive any immaterial defect or informality: or
- b. Reject any or all proposals, or portions thereof, or
- c. Reissue a Request For Proposal
- d. Unless the Offeror states otherwise, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet.
- e. Issuing addenda to the RFP, including extending or revising the timeline for submittals.
- f. Requesting clarification or additional information from the PROPOSER at any time during the procurement process.
- g. Executing an Agreement with a PROPOSER on the basis of the original proposals and/or any other information submitted by the PROPOSERS during a Best and Final Offer process.
- h. Negotiating with more than one PROPOSER.
- i. Discontinuing negotiations after commencing negotiations with a selected PROPOSER if progress is unsatisfactory in the sole judgment of the Town, and commencing negotiations with another qualified PROPOSER.
- j. Take any other action it deems necessary in its best interest.
- k. Deviate from the selection process otherwise outlined in this RFP.

11. **Contract Applicability:** The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RFP. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the Town, are not applicable to this RFP or any resultant contract.

12. **Gratuities:** The Town may, by written notice to the Offeror, cancel the resultant contract if it is found by the Town that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the Town with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the Town pursuant to this provision cancels the resultant contract, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible Town government customers, shall not be prohibited by this paragraph.

13. **Cost of Bid/Proposal:** The Town shall not reimburse the cost of developing or providing any response to

this RFP and development and provision of any offer shall be at the respective Offeror's sole cost. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

14. **Public Record:** All offers submitted in response to this RFP, whether or not accepted by the town, shall become a matter of public record available for review, subsequent to the award notification, in accordance with the Town's Procurement Policy.
15. **Certification:** By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246
 - c. The Offeror has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
 - d. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.
16. After award of a contract pursuant to this RFP (if any) the successful Offeror (if any) shall be referred to as the "Vendor" and thus the terms Offeror, Vendor, Contractor and Consultant may be utilized interchangeably in those provisions of this RFP dealing with the terms of the resultant contract, if any.
17. **Execution of Contract:** No contract or agreement, express or implied, shall exist or be binding on the Town before the execution of a written contract by both parties. If agreement on the terms of a resultant contract cannot be reached after a period deemed reasonable by the Town in its sole discretion, the Town may negotiate and enter a contract with any other Vendor who submitted a timely, responsive and responsible proposal to this RFP.
18. **RFP Error:** If Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Vendor shall immediately provide the Town with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the Town may modify the document prior to the dates fixed for submission of the proposals by issuing an addendum to all potential Vendors. If prior to the date fixed for submission, a Vendor knows of or should have known of an error in the RFP, but fails to notify the Town of the error, the Vendor shall bid at its own risk, and if awarded the contract shall not be entitled to additional compensation or time by reason of the error or its later correction.
19. **Lobbying Prohibition:** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the Town, including but not limited to the Town Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the Town cancels the solicitation, rejects all responses, awards a contract, or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any Town Council meeting, study session or Town committee meeting

This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation or Town-initiated communications for the purposes of conducting the procurement, and in the manner prescribed in the solicitation, including but not limited to pre-bid conferences, clarification of responses, presentations if provided for in the solicitation, requests for Best and Final Proposals, contract negotiations, interviews, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to Purchasing. Persons and/or entities violating this prohibition may be subject to a warning letter, rejection of their response, or debarment by the Town, in the Town's discretion, depending on the nature of the violation.

STANDARD TERMS AND CONDITIONS

1. Definitions

- a. The "Contract" is set forth in the RFP and Contract Form and includes as part of the specifications the Instructions to Offeror, Standard Terms and Conditions, Special Terms and Conditions, and Scope of Services, to the extent they exist (collectively "Contract Documents").
- b. The "Work" of the Contractor shall consist of furnishing all labor, materials, equipment, tools, machinery, supplies, transportation, traffic control, supervision services, etc., necessary for the completion of the Project.
- c. The authorized representative of the Town shall be the Town Manager, or his/her designee.

2. **Authority:** This Solicitation as well as any resultant contract(s) is issued under the authority of the Town. No alteration of any resultant contract may be made without the express written approval of the Town in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the Town inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

3. **Applicable Law:** In the performance of the resultant contract, Contractors shall abide by and conform to any and all laws of the United States, State of Arizona, Pinal County, and the Town of Florence including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal, state, county or local laws applicable to the contract.

The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in courts in the State of Arizona.

The contract is subject to the provisions of ARS §38-511; the Town may cancel the contract without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity, or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **Legal Remedies:** All claims and controversies shall be subject to resolution according to the terms of the Town of Florence Purchasing Policy.

5. **Contract:** The resultant contract between the Town of Florence and the Contractor shall include the: (1) RFP, including instructions, all terms and conditions, specifications, scope of work, attachments, and any amendments thereto and the Contract Documents, and (2) the offer submitted by the Offeror in response to the RFP only to the extent it is consistent with the RFP terms and Contract Documents. In the event of a conflict in language between the RFP and the Offer, the provisions and requirements of the RFP shall govern. In event of a conflict in language between the RFP and the Contract, the provisions and requirements of the Contract shall govern. The Town reserves the right to clarify in writing, any contractual terms with the concurrence of the Offeror. The RFP shall govern in all matters not addressed in the Contract.

6. **Contract Amendments:** Any contract resulting from this solicitation shall be modified only by a written contract amendment signed by the Town of Florence and persons duly authorized to enter into contracts on behalf of the Contractor.

7. **Non-Exclusive Contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Town of Florence. The Town reserves the right to obtain like goods or services from another source when necessary in the sole discretion of the Town.

8. **Multiple Awards:** A contract under this proposal may be awarded to multiple vendors. The Town reserves the right to make multiple awards to more than one offeror.
9. **Relationship of Parties:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.
10. **Subcontracts:** The Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the Town. The Contractor is responsible for contract performance whether or not Subcontractors are used.
11. **Payment:** The Town will make every effort to process payment for the purchase of goods or services within sixty (60) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. A Town issued purchase order is required prior to any services being rendered.
12. **Indemnification:** Any resultant contract shall contain the following indemnification:

To the fullest extent permitted by law, the contractor shall defend, indemnify and hold harmless the Town of Florence and its officers, officials, agents and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys' fees, court costs, and the costs of any appellate proceedings), arising out of, alleged to have arisen out of, related to, or resulting from the performance of the work or the delivery of goods or materials under the contract. In addition, the contractor shall, at his or her own expense, defend the Town of Florence in all litigation, pay all attorney's fees, damages, court costs and other expenses arising out of the litigation of claim or incurred in connection therewith; and shall at his or her own expense, satisfy and cause to be discharged such judgments as may be obtained against the Town or any of its officers, agents and employees.

In any and all claims against the Town of Florence and its officers, agents and employees, by any employee of the contractor and / or subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by the amount and type of insurance coverage that Contractor is required to obtain, any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under Worker's Compensation acts, disability benefits acts or other employee benefits acts.

13. **Overcharges by Antitrust Violations:** The Town maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Town any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
14. **Force Majeure:** Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions, intervention, acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party in writing of the existence of the

force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party, exercising reasonable diligence, from resuming performance in accordance with the resultant contract. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *certified-return receipt requested* and shall make specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing of the end of the majeure delay. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant contract.

15. **Right to Assurance:** Whenever one party to the resultant contract in good faith has reason to question the other party's intent to perform the questioning party may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
16. **Right to Audit Records:** The Town may, at reasonable times and places, audit the books and records of any contractor as related to any contract held with the Town and the Contractor shall reasonably cooperate with such audit.
17. **Right to Inspect Place of Business:** The Town may, at reasonable times inspect the place of business of a contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded, and the Contractor shall reasonably cooperate with such inspection, and reserve such inspection right to the Town in any agreement with any subcontractor.
18. **Inspection:** All material and/or services are subject to final inspection and acceptance by the Town. If materials and/or services provided by the Contractor fail, in the Town's reasonable judgment, to conform to the specifications of the resultant contract the Town may elect, in the Town's sole discretion to do any or all of the following, which shall be cumulative and non-exclusive:
 - a. Hold such non-conforming goods at the Contractor's risk;
 - b. Return such non-conforming goods to the Contractor, in which event all costs, including the cost of bringing such goods into compliance, will be the responsibility of the Contractor;
 - c. Waive the non-conformance; and
 - d. Direct the contractor to stop the work immediately
19. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of assuring that information contained in its records or obtained from the Town remains confidential pursuant to applicable requirements.
20. **Liens:** The Contractor shall cause all materials, service or construction provided or performed under the resultant contract to be free of all liens, and if the Town requests, Contractor shall deliver appropriate written releases, in statutory form of all liens to the Town.

21. **Licenses:** Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor and the services to be performed under the resultant contract
22. **Permits and Responsibilities:** The Contractor shall, without additional expense to the Town, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State and Municipal Laws, codes and regulations in connection with the execution of the work.
23. **Patents and Copyrights:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RFP or the resultant contract are the property of the Town and shall not be used or released by the Contractor or any other person except with the prior written permission of the Town.
24. **Sales and Use Tax:** The Vendor agrees to comply with and to require all of his subcontractors to comply with all provisions of the Arizona State Sales Tax Law and Compensation Use Tax Law and all amendments to same. The Vendor further agrees to indemnify and save harmless the Town of Florence, Arizona, of and from any and all claims and demands made against it by virtue of the failure of the Vendor or any subcontractor to comply with the provisions of any or all said laws and amendments.
25. **Termination for Non-Appropriation:** Any contract entered into by the Town shall automatically terminate at the end of the then current fiscal period for non-appropriation of funds if the Town's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The Town's fiscal period ends June 30th of each year.
26. **Termination for Convenience:** Town reserves the right to terminate the resultant contract or any part thereof for its sole convenience with thirty (30) days written notice. Contractor shall receive payment for the goods and materials already shipped to the Town, provided such goods and materials are received by the Town and conform to the requirements of the applicable contract.
27. **Termination for Cause/Remedies:** The Town reserves the right to terminate the contract or any part thereof for cause, upon such written notice shall be reasonable in the circumstances. Cause as used herein shall include but not be limited to:
- a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The contractor fails to make progress in the performance of the contract and/or gives the Town reason to believe that the contractor will not or cannot perform to the requirements of the contract.

The contractor shall have ten (10) days from receipt of the Town's written notice to provide a satisfactory response to the Town regarding the cause and the steps the contractor has or will undertake to address all issues of concern. In the event the contractor fails to address any issue of concern the Town may, at its sole option, pursue one or more of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. In case of default, the Town reserves the right to purchase materials, or to complete the required work. The Town may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;

- ii. Collection against the bid and/or performance bond, or;
- iii. Any combination of the above or any other remedies as provided by law.

28. **Waiver:** One or more waivers by Town of any provision, term or requirement of this Contract, or breach thereof, shall not be construed as a waiver of a subsequent breach.
29. **Cooperative Use of Contract:** In addition to the Town of Florence and with the approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State.
30. **Compliance with Federal and State Laws:** The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Pursuant to the provisions of A.R.S. §41-4401, the Contractor warrants to the Town that the Contractor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A).

The Town will not consider the Contractor or any of its subcontractors in material breach of this Contract if the Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

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

SPECIAL TERMS AND CONDITIONS

1. **Term of Contract:** The Initial Term of any resultant contract shall commence on July 1, 2013 and end on June 30, 2014.
 - a. **Option to Renew.** After the Initial Term, Town shall have the option at its sole discretion to renew this Agreement for up to four (4) additional one-year terms (each, a "Renewal Term"). The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term." To exercise its option, Town shall provide written notice to Contractor not later than 60 calendar days preceding the scheduled date of expiration of the then-current Term. The Town's notice of non-renewal of the Agreement shall be provided to Contractor no less than 60 days prior to the expiration of any term of the Agreement. This provision in no way limits the Town's right to terminate this Agreement at any time during the Term pursuant to the applicable provisions of this Agreement. In the event no written notice is provided to the Contractor then the renewal shall be deemed exercised and the Agreement Party will automatically be renewed for one year. Notwithstanding the above, Town may request Contractor to renegotiate the operational terms of this Agreement one year after the Commencement Date.

2. **Evaluation:** Award(s) shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Town. The Town of Florence shall evaluate proposals based upon an overall best value determination with the following criteria listed below in relative order of importance.
 - a. Qualifications and Experience 10 points

 - b. Method of Approach 20 points
 - 1) **Technical Method.** Reasonable operating plan for all services required.
 - 2) **Operations.** Reasonable approach for waste receiving, processing, and disposal. Proposed equipment provide for sound, reliable service.
 - 3) **Processing plans.** Proposed methodology for processing feasible and appropriate.

 - c. Cost/Fee 35 points

 - d. Proximity to Florence 30 points

 - e. Overall conformance to Request for Proposal (RFP) including proposal format and required responses. 5 points

Note: References and current work history are part of the evaluation process and may be confirmed. Negative responses shall be a basis for disqualification.

3. **Discussions/Interviews with Responsible Offerors and Revisions to Proposal:** The Town reserves the right to conduct personal interviews or require presentation of any or all proposals prior to selection. The Town will not be liable for any costs incurred by the Offeror in connection with such interview/presentations. Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted

after submissions and prior to award, for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The purpose of such discussions shall be to:

- a. Determine in greater detail such offeror's qualifications;
 - b. Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - c. Determine that the offeror will make available the necessary personnel and facilities to perform within the required time;
 - d. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services/equipment, the scope and complexity of the proposed project and nature of such services/equipment.
5. **Insurance:** The Town requires complete and valid certificates of insurance in compliance with the requirements of Exhibit A, prior to the commencement of any service or activity specified in this solicitation. The Town will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations. The Town may, at any time while this Contract is in effect, request copies of any or all insurance policies, which shall be provided to Town within five (5) business days of such request.
6. **F.O.B. Point:** Prices shall be F.O.B. destination.

SCOPE OF SERVICES

1. **Background:** The Town of Florence, Arizona was incorporated in 1900 and is located in the southeast metropolitan valley area. It is governed by an elected Mayor and Council, with administration provided by a Town Manager. The Town limits consist of approximately 62 square miles of residential, commercial, and municipal areas. The Town has an estimated population of 25,500.
2. **Overview:** The Town of Florence Town Manager's Office requests proposals from firms interested in providing disposal services for the trash collected by Town of Florence residents. Experience working with municipalities or other government entities is highly desirable.
3. **Project Description:** It is the intent of the Town to enter into a contract with a landfill or transfer station operator for the disposal of solid waste by the Town of Florence residents. This firm will be responsible for providing a destination for the Town of Florence residents to dispose of solid waste.
 - a. Transportation of Solid Waste:
 - i. The Town may transport solid waste collected to the disposal facility Monday thru Saturday.
 - ii. The Proposer shall provide weigh tickets of each load disposed at the disposal facility on a daily basis.
 - b. Disposal of Solid Waste
 - i. The proposer (s) shall be solely responsible for the disposal of Solid Waste transported from the Town of Florence residents.
 - ii. Maintenance of the disposal site infrastructure, examples being the condition of the working face and disposal facility access roads, shall not impeded the off-loading of Solid Waste from the Town's residents.
 - iii. The Disposal Facility identified by the proposer shall comply with all federal, state, and local laws, ordinances, and regulations including the rules, regulations and guidelines promulgated and adopted by the State of Arizona, Arizona Department of Environmental Quality, or other state regulatory agencies in operating a Disposal Facility.
 - c. Transportation and/or Disposal Operations
 - i. Hours of Operation: Any time restrictions shall be affected only upon mutual understanding of the Town of Florence and the Proposer.
 - ii. Holidays: The Proposer shall specify holidays to be observed.
 - iii. Office: The Proposer shall maintain an office or other such facilities through which it can be contacted on regular disposal days.
 - iv. Methodology and denoting of any restrictions i.e., receipt of loads, methodology in user fee calculations, documentation of loads disposed, scale house weighing procedures, record keeping and reporting, load checking, customer service policy.
 - d. General
 - i. Disposal Facility means the disposal of Solid Waste and Bulk Waste by the Town that may include minimal amounts of Construction and Demolition debris that may be hauled separately by the Town.
4. **Period of Service:** Disposal Facilities services shall be requested on July 1, 2013.
5. **Town Responsibilities:** Town residents shall transport the solid waste to the Offeror's disposal location.
 - a. Designate the name of a Town employee who will serve as the contract administrator during the term of the

resultant contract. The contract manager has the authority to administer the contract and shall monitor consultant compliance with all terms and conditions stated herein. All requests for information or decisions by Town on any aspect of the work shall be directed to the contract administrator.

6. Operational Information

6.1 Site Access

The access road entrance shall have signs posted at the entrance to the Landfill/Transfer Station identifying the name of the facility, owner and operator, hours of operation, and site restrictions. Posted along the access roads should be various traffic signs and temporary barriers to guide users of the facility to the disposal unloading area. When the Landfill/Transfer Station is not open for business, the front gate is to be closed.

6.2 Solid Waste Acceptance, Handling, and Placement

Users of the Landfill/Transfer Station normally check in at the scale house with the scale house attendant to receive directions to the working face, to verify the user as a Town of Florence with a recent utility bill and driver's license with the same address, and to have their loads observed or inspected (load checking). Hazardous and liquid wastes are not to be accepted.

Construction/demolition debris and white goods are not to be accepted for disposal as part of this Contract.

- a. Construction/demolition materials such as building rubble, concrete, asphalt, porcelain products (toilets, sinks, etc.), rock, bricks, and other appropriate materials are defined by the Town of Florence Town Code as "All solid waste, building materials, rubble, soil, and spoils from construction remodeling, repair and demolition operations and shall not be accepted for disposal in weights of greater than twenty-five (25) pounds."
- b. White goods, or metal appliances (e.g., refrigerators, washing machines, dishwashers, etc.), shall not be accepted for disposal.
- c. Yard Waste defined by the Town of Florence Town Code as "branches, palm fronds, twigs, weeds, leaves, grass and vegetation clippings" are acceptable materials for disposal except if is provided by a landscaping entity then it is unacceptable.
- d. Section 52.048 of the Town Code entitled "Residential Bulk Trash Placement and Collection Services" provides items that are acceptable or not acceptable for disposal at the disposal facility unless noted above.

Traffic is directed from the Landfill entrance to either the public tipping area or Landfill/Transfer Station tipping pad via site access roads. Access roads, both temporary and permanent, are to be designed, constructed, and maintained to allow orderly egress and ingress of vehicular traffic when the facility is in operation, including during inclement weather. There is no need for a traffic spotter at the Landfill since only a small number of vehicles may enter the site. Proper signage and cones directing traffic areas at the active face may be necessary.

6.3 Inclement Weather Operations

Operations continue and solid waste is placed in wet weather, except when the rainfall is extreme or high winds are present. In extremely wet weather, operations may be reduced.

PROPOSAL FORMAT AND REQUIRED RESPONSES

The information set forth in the paragraphs below **must** be included with all proposals. Failure to provide any of the information requested by these paragraphs may be grounds for the Town to reject a proposal.

In order for the Town to conduct a uniform review process, all proposals should be submitted in the format set forth below.

1. **Offer Sheet:** The Offer Sheet **must** be completed and returned with the Offeror's proposal. Failure to return the Offer Sheet and to sign it is grounds for the Town to reject a proposal.
2. **Proposal Format:** A total of one (1) original (label original) and six (6) copies of the proposal shall be submitted in the format indicated in the Proposal Format and Requirement section of the RFP.
3. **Table of Contents:** The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the Town's Request for Proposal and must include all the items set forth in this section of the Request for Proposal.
4. **Letter of Transmittal:** A letter of transmittal **must** be submitted with an Offeror's proposal. The letter must include:
 - a. A statement of the Offeror's understanding of the services required by the Request for Proposal listed in the scope of services.
 - b. The names of the persons who are authorized to make representations on behalf of the Offeror (include their titles, addresses, fax number, e-mail addresses and telephone numbers).
 - c. A statement that the individual who signs the transmittal letter is authorized to bind the Offeror to contract with the Town.
5. **Detailed Proposal:** Proposal shall include but not limited to the information as provided in the Scope of Services.
6. **Method of Approach:** Provide your recommended approach to meeting the Town's needs for disposal services.
 - a. Provide a detailed narrative response that clearly demonstrates the Offeror's approach to the items listed in the Scope of Services.
7. **Qualifications and Experience**
 - a. Provide a detailed narrative response that clearly demonstrates the firm's qualifications and experience in the following:
 - i. History of success of working with a city or town on providing disposal services.
 - ii. Submit at least three (3) references from current and/or past municipal clientele. Information should include description of services received.

- iii. Provide information about disposal site locations.
 - iv. Identify any proposed sub consultants and provide the information requested above for all sub consultants.
8. **Cost/Fee:** Provide fee schedule that includes a per ton fee for the services specified in the Scope of Services.
9. **Disclosures:** Disclose any professional or personal financial interest, which could be a possible conflict of interest in providing products and services to the Town.
10. **Price Page:** Completed Price Page.

PRICE PAGE

List rates per disposal site

Year 1 (Initial Term), Proposed Disposal Service Fee for receiving and processing materials at the following Facility.

Location of disposal site: _____

Municipal Solid Waste Cost per ton: _____

Hours of operation: _____

CLARIFICATIONS and/or EXCEPTIONS:

Bidder has examined copies of all of the bidding documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addendum Number
_____	_____
_____	_____
_____	_____

OFFER SHEET

MANDATORY – RETURN THIS PAGE WITH YOUR RESPONSE. UNSIGNED OFFERS WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED.

To the Town of Florence: By signing below, Offeror certifies that he/she has read, understands, and will faithfully execute the terms and conditions stated herein. The signer also certifies that he/she is an officer or duly authorized agent of the Offeror's firm with full power and authority to submit binding offers for the goods or services as specified. Offeror certifies that the prices offered were independently developed without consultation with any of the other offerors or potential offerors.

Authorized Signature (required)

Company Name

Printed Name

Address

Title

City, State, Zip

Arizona Transaction (Sales) Privilege Tax License Number

Telephone Number

Federal Employer Identification Number

Fax Number

**For clarification of this offer contact:
(If different from above)**

Contact Name

Company E-mail Address

E-mail Address

Telephone Number

Exhibit "A"

Insurance

1. General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers

incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

Town of Florence Insurance Requirements for Contractors

Employer’s Liability	\$1,000,000
Contractors General Liability	
a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$2,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
e. Excess or Umbrella Liability	
1.) General Aggregate per job	\$3,000,000
per policy year	\$5,000,000
2.) Each Occurrence per job	\$3,000,000
per policy year	\$5,000,000
Automobile Liability	
a. Bodily Injury:	
Each Person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000

c. Combined Single Limit of \$1,000,000

Contractual Liability

a. Bodily Injury:
 Each Accident \$2,000,000
 Annual Aggregate \$2,000,000

b. Property Damage:
 Each Accident \$2,000,000
 Annual Aggregate \$2,000,000
 Each Accident \$2,000,000
 Annual Aggregate \$2,000,000

Workman's Compensation

a. Bodily Injury by Accident each accident \$1,000,000
b. Bodily Injury by Disease each employee \$1,000,000
c. Bodily Injury by Disease policy limit \$1,000,000

The Town of Florence requires that a certificate of Liability and Workman's Compensation Insurance be provided with limits of liability and the Town of Florence named as additional insured.

(SAMPLE CONTRACT)

**SOLID WASTE DISPOSAL SERVICES AGREEMENT
BETWEEN
TOWN OF FLORENCE
AND**

This SOLID WASTE DISPOSAL SERVICES AGREEMENT (this "Agreement") is made on _____ 2013 (the "Effective Date") between THE TOWN OF FLORENCE, an Arizona municipal corporation (the "Town") and _____, a(n) _____ (the "Contractor").

RECITALS

A. The Town issued a Request For Proposals, "Landfill or Transfer Station Services for Residents (the "RFP")", a copy of which is attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors for residential disposal services and bulk waste disposal services for residents within the corporate limits of the Town of Florence (the "Services").

B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), which is attached hereto as Exhibit B and incorporated herein by reference, and the Town desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Representations.

1.1 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

1.2 Representations by Town. The Town represents to the Contractor that the Town is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this

Agreement. The Town further represents that the person signing on its behalf has been properly authorized and empowered to enter into this Agreement. The Town acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

1.3 Representations by Contractor. The Contractor represents to the Town that at the time of execution of this Agreement:

A. Authority. The Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry on the business and operations contemplated by this Agreement. The Contractor further represents that the person signing on its behalf has been properly authorized and empowered to enter this Agreement. The Contractor further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

B. Solid Waste Disposal. The Contractor has entered into a contract for Disposal Services.

C. Licenses; Materials. The Contractor has obtained all applicable environmental and other governmental permits, licenses, permits and authorizations that are (1) necessary for providing the Services and (2) required to be issued under Federal, State, local law, regulation, rule or ordinance. Contractor shall maintain in current status all Federal, State and local licenses, permits and authorizations required for the operation of the business conducted by the Contractor. The Town has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Contractor.

D. Insurance/Bonds. The Contractor has obtained and submitted to the Town (1) certificates of insurance for all required insurance coverage specified in this Agreement.

E. Legal Arizona Workers Act Compliance: To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement. The Town retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant they will keep the papers and records which relate to the requirements of this paragraph open for inspection during normal business hours.

F. No Legal Action Pending. To the best of the Contractor's knowledge, there is no action, suit or proceeding, at law or equity, before or by any court or government authority, pending or threatened against the Contractor, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Contractor of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other contract or instrument entered into by the Contractor

in connection with the transactions contemplated hereby.

2. Term of Agreement.

2.1 Initial Term. Unless terminated sooner in accordance with the provisions of this Agreement, the term of this Agreement shall commence on the Commencement Date and shall continue in effect until the Expiration Date (the "Initial Term").

2.2 Option to Renew. After the Initial Term, Town shall have the option at its sole discretion to renew this Agreement for up to four (4) additional one-year terms (each, a "Renewal Term"). The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term." To exercise its option, Town shall provide written notice to Contractor not later than 60 calendar days preceding the scheduled date of expiration of the then-current Term. This provision in no way limits the Town's right to terminate this Agreement at any time during the Term pursuant to the applicable provisions of this Agreement. In the event no written notice is provided to the Contractor then the renewal shall be deemed exercised and each Party will automatically be renewed on a year to year basis.

3. Solid Waste Services, Bulk Waste Services and Recycling Services. The Contractor shall begin providing the services set forth in this Section on their respective Commencement Dates.

3.1 Solid Waste.

A. Residential Solid Waste Services. Contractor shall dispose of the Residential Solid Waste at the Disposal Facility.

4. Inspection of Loads and Rejected Loads.

4.1 Contractor's Right to Inspect Loads. The Contractor may inspect each delivery prior to and upon their discharge at the Facility.

4.2 Procedure upon Rejection of Load.

A. Notice of Rejected Load. If the Contractor designates a load as a Rejected Load for a reason. Contractor must provide written notice to the Town, including the reason the load was designated a Rejected Load.

5. Ownership.

5.1 Disposal Facility and Recycling Facility Equipment. The Disposal Facility and any other processing center used to perform the Services shall be equipped with adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming and outgoing delivery vehicles and vehicles transporting Materials. Contractor shall separately weigh, record and tabulate each load from Town residents.

6. Personnel. Contractor shall assign a qualified person or persons who will be in charge of its operations within the Town and authorized to make decisions on Contractor's behalf and shall provide the name, office telephone number, mobile phone number, email address and facsimile number of Contractor's representatives and key personnel to the Contract Administrator.

7. Hours of Operation and Holidays. Contractor shall not make any changes to the hours of operation as provided in this Section without the prior, written approval of the Contract Administrator.

7.1 Disposal Facility. Excluding holidays as defined in subsection below, Contractor shall maintain, or cause its provider to maintain, the Disposal Facility open and available to receive Solid Waste five days per week (Mon-Sat) between 7:00 AM, Local Time to 6:00 PM, Local Time.

7.2 Holidays. For purposes of this Agreement, "Holidays" shall include the following:

- A. New Year's Day
- B. Thanksgiving Day
- C. Christmas Day

8. Customer Service Complaints. Contractor and Contractor's employees understand that customer service is of great importance to the Town. Contractor and its employees will work diligently to provide high quality customer services to the Town and all customers.

9. Customer List, Billing and Collections, Payment and Annual Adjustments.

9.1 Customer List. On or prior to 2013, the Town shall provide Contractor with a Residential Service Unit customer list and a Town Facility customer list. Contractor shall provide Disposal Services to all Town residents and Town Facility customers.

9.2 Billing and Collection.

A. Solid Waste and Bulk Waste Disposal Services. The

Contractor shall bill Residential Service Units for Residential Solid Waste and Bulk Waste in accordance with the rate structure established, respectively, attached hereto as a part of the Price Page and as may subsequently be adjusted as set forth in this Agreement.

1. Understandable Bills. Bills will be clear, concise and understandable. Bills must be fully itemized, clearly delineating all activity during the billing period, including optional charges, rebates and credits.

2. Delinquent and Closed Accounts. The Contractor shall discontinue refuse disposal service at any Residential Unit as set forth in a written notice sent to it by the Town.

Upon further notification by the Town, the Contractor shall resume refuse collection on the next regularly scheduled disposal day.

3. Individual Rights. Contractor shall not deny service, deny access, or otherwise discriminate against citizens on the basis of race, color, religion, national origin, sex, age, or disability. Contractor shall comply at all times with all other applicable federal, state, and local laws and regulations, and as amended from time to time, relating to nondiscrimination.

4. Town Payment to Contractor.

4.1 Town Self Hauling Disposal Services. Town shall pay Contractor for Town Residents' Disposal Facility Services at the rates set forth minus any disputed amounts.

9.3 Insurance Requirements. The Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of “___”, or approved 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 during the term of this Agreement; failure to do so may, at the sole discretion of the Town, constitute an event of default by the Contractor under this Agreement. The Contractor insurance shall be primary insurance, 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 policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Town. The insurance policies required by this Agreement shall name the Town, its agents, officers, officials, and employees as Additional Insured.

A. General Liability. The Contractor shall, at its expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be least as broad as Insurance Service Office, Inc., Policy Form CG000211093 (October 2001 version). The coverage shall not exclude X, C, and U. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor 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 Insurance Service Office, Inc., Additional Insured, Form B, CG20101185 (October 2001 version).

B. Automobile Liability. The Contractor shall, at its expense, maintain a Commercial/Business Automobile Liability Insurance policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to any of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of this Agreement. Coverage will be at least as broad as coverage code I, “any auto”, Insurance Service Office, Inc., Policy Form CA 00011293, or any replacements thereof. Such insurance shall include

coverage for loading and off-loading hazards. If hazardous substances, material or wastes are to be transported, MCS 90 endorsement shall be included and \$2,000,000.00 per accident limits for bodily injury and property shall apply.

9.4 Annual Rate Adjustments. All costs proposed in the Price Page shall remain fixed from the execution of this Agreement through June 30, 2014. On July 1, 2014 and every July 1st thereafter during the Term of this Agreement, all cost of Collection Services, excluding costs associated with Carts, costs associated with Containers, costs of disposal and costs of processing and marketing, shall be adjusted, increased or decreased, according to this Section. The annual adjustment shall be 85% of the Consumer Price Index — All Urban Consumers, CUUSA429SAO, CWUSA429SAO, Not Seasonally Adjusted, Area: Phoenix-Mesa, Item: All items ("CPI").

Notwithstanding the result of the calculation for the composite indices, in no event shall the cumulative rate adjustment (the CPI) exceed 4% per year.

10. Taxes. Contractor shall be responsible for and shall pay all sales, consumer, use and other taxes. When equipment, materials or supplies generally taxable to the Contractor are eligible for a tax exemption due to the nature of the item, Contractor shall assist Town in applying for and obtaining such tax credits and exemptions which shall be paid or credited to Town.

11. Compliance with Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remain in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services including the following: (i) existing and future Town and County ordinances and regulations, (ii) existing and future State and Federal laws, (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards, (iv) applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement and (v) requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

12. Compliance with Municipal Code. The Contractor shall acknowledge those provisions of the municipal code of the Town which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement.

12.1 Residential Bulk Trash Placement and Collection Services.

- A. It shall be unlawful to place bulk trash out for collection more than one week prior to the scheduled placement date. The one week period includes the two weekends prior to the scheduled placement date.
- B. Bulk trash shall be placed out for collection no later than 6:00 a.m. on the scheduled placement date.
- C. Bulk trash placed out for collection shall be in neat stacks.

- D. Bulk trash placed in alleys shall be placed adjacent to the property line. Bulk trash placed out for curbside collection shall be placed on the resident's property, parallel to the street or curb. Bulk trash shall not be placed on the sidewalk or in the street.
- E. Bulk trash shall not be placed within five feet of any fixed object, solid waste or recycling container, or in any manner which would interfere with or be hazardous to pedestrians, bicyclists, equestrians or motorists.
- F. The amount of bulk trash placed for collection shall not exceed a total uncompacted volume of 20 cubic yards.
- G. Items of bulk trash which are acceptable for normal residential collection are:
 - 1. Tree limbs and branches less than four feet in length and 12 inches in diameter;
 - 2. Palm fronds;
 - 3. Metal materials 20 pounds or less;
 - 4. Pipe less than one inch in diameter and less than four feet in length;
 - 5. Cardboard boxes;
 - 6. Bagged or boxed leaves, weeds, grass, small hedge and vegetation clippings;
 - 7. Manufactured items, such as washers, dryers, hot water heaters and appliances and equipment not containing refrigerants;
 - 8. Twenty-five pounds or less of construction and demolition solid waste generated by a resident;
 - 9. Hedge clippings, such as oleanders; and
 - 10. Rubbish consisting only of cardboard, wooden boxes, brush, furniture, appliances, weeds and cuttings from trees or shrubs may be kept separately, without depositing in containers. Bulk materials, such as leaves and lawn clippings, if not placed in containers, shall be in a sack or receptacle for ease of loading. Compost piles may be maintained for fertilization purposes and matter used for fertilization purposes only be transported, kept and used. Nothing in this section shall be construed as to permit the violations of any provision of this code, any ordinance or any rule or regulation of the Department.

- H. Items of bulk trash which are not acceptable for normal residential collection include:
 - 1. More than 25 pounds of construction and demolition solid waste generated by a resident or any amount generated by a contractor;
 - 2. Vehicles or equipment parts in excess of 20 pounds;
 - 3. Metal material in excess of 20 pounds;
 - 4. Tires;
 - 5. Pipe over one inch in diameter or over four feet in length;
 - 6. Cement, cement blocks, bricks, asphalt, stones and dirt; and
 - 7. Lead acid batteries.
- I. It shall be a violation of this chapter to place unacceptable items, an amount exceeding 20 cubic yards or improperly placed bulk trash items out for collection. The responsible party shall remove and dispose of all bulk trash improperly placed, bulk trash exceeding 20 cubic yards and any unacceptable items of bulk trash at their own expense.
- J. The town municipality may abate any violation of this section pursuant herein.
- K. The Director may require that yard waste be separated from other bulk trash for collection in an alternative manner.

13. Town's Rights to Inspect Facilities and Equipment. The Town or any of its duly authorized representatives shall have access, within 24 hours of notification, to inspect Contractor's facilities and equipment, including the Disposal Facility operated by the Contractor, and perform such inspections, as Town deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Town shall conduct the inspection of facilities and equipment during hours of operation. Contractor shall make available to Town all reasonable facilities and assistance to facilitate the performance of inspections by Town's representatives.

14. Dispute Resolution.

14.1 Interpretation of Agreement. Except as provided otherwise in this Agreement and to the extent prohibited by law, the Contract Administrator shall be responsible for interpreting this Agreement to resolve disputes that may arise hereunder. The parties agree that any decision rendered by the Contract Administrator in connection with such matters shall be final and binding upon Contractor, the customer and the Town.

14.2 Definition of Claim. As used herein "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of the Agreement terms, or other relief, arising under or relating to this Agreement. A claim by the Contractor shall be made in writing and submitted to the Contract Administrator. When a controversy cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Contract Administrator. The written request shall set forth all the facts surrounding the controversy.

14.3 Process for Dispute Resolution. In connection with any claim under this clause, the Contractor, at the discretion of the Contract Administrator, may be afforded an opportunity to be heard and to offer evidence in support of its claim. The Contract Administrator shall render a written decision on all claims within 30 Business Days of receipt of the Contractor's written claim, unless the Contract Administrator determines that a longer period is necessary to resolve the claim. The decision shall be furnished to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. If a decision is not issued within 30 calendar days, the Contract Administrator shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. The Contract Administrator's decision shall be final and conclusive. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Agreement in accordance with subsection 24.4 below.

14.4 Operations during Dispute. In the event that any dispute arises between Town and Contractor relating to this Agreement performance or compensation hereunder, Contractor shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the Town, regardless of such dispute. The Contractor expressly recognizes the paramount right and duty of Town to provide adequate services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with Town in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute shall present the matter to mediation in the courts of Arizona. If mediation fails, Contractor shall present the matter to a court in Arizona. Notwithstanding the other provisions in this subsection, Town reserves the right to terminate this Agreement at any time whenever the service provided by Contractor fails to meet reasonable standards of the trade, after Town provides written notice to Contractor pursuant to Section 30 of this Agreement. Upon termination, Town may call the performance bond and apply the cash and surety bond for the cost of service in excess of that charged to Town by the firm engaged for the balance of the Agreement period.

15. Force Majeure. Except for any payment obligation by either party, if the Town or Contractor is unable to perform or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the Town or Contractor to correct the adverse effect of such event of force majeure. An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the Town or Contractor from performing any of its

obligations (other than payment obligations) under this Agreement: acts of God, tornadoes, hurricanes, floods, sinkholes, fires and explosions (except those caused by negligence of Contractor, its agents and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, extremely abnormal and excessively inclement weather, acts of the public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances or national or international calamities and suspension, termination or interruption of utilities necessary to the operation of either the Disposal Facility or the Recycling Facility. In order to be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure.

16. Labor Unrest. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by the Contractor's employees or directed at the company will be considered an excuse from performance to the extent that Contractor meets the terms of this Section. Notwithstanding other remedies to which the Town shall be entitled under this Agreement in event of failure to perform, in the event of Contractor's failure to perform, or anticipated failure to perform, due to labor unrest, Contractor shall:

1) Provide a contingency plan to the Town within ninety (90) days of the execution of this Agreement demonstrating how services will be provided during the period of labor unrest. The contingency plan is subject to Town approval and Contractor shall amend the plan to meet Town requirements, including reasonably demonstrating how Town basic collection and sanitary needs will be met to the Town's satisfaction. The contingency plan shall address, at a minimum, the priority of Collection by customer type (residents, hospitals, restaurants, nursing homes, etc.) and waste streams, additional Collection options to be provided (drop-off sites, etc.), source of additional personnel to be utilized and detailed communications procedures to be used.

2) Meet the requirements agreed to in the contingency plan.

3) Meet the requirements below:

Contractor shall meet all requirements under this section or Town may revoke any excuse from performance as offered herein and may further choose to use the enforcement provisions of this Agreement, in which case Contractor is not excused from performance and Contractor shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

17. Procedures In Event of Excused Performance. The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this section.

The interruption or discontinuance of the Contractor's services caused by one or more of the events excused shall not constitute a default by the Contractor under this Agreement. Notwithstanding the foregoing, however, if the Contractor is excused from performing its obligations hereunder for any of the causes listed in this section for a period of thirty (30) days or more, the Town shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice.

18. Indemnification. To the fullest extent permitted by law, the Contractor, as Indemnitor, shall indemnify, defend and hold Town, its officers, officials, employees, agents and volunteers ("Indemnitees") harmless from and against any and all liability, claims, losses, suits, actions, damages and expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation (collectively "Claims") for any bodily injury, sickness, loss of life or loss or damage to property including loss of use, or any violation of any Federal, state or local law or ordinance or other cause related to or arising out of Contractor's performance of its obligations pursuant to the terms of this Agreement, caused, in whole or in part by the negligent or intentional acts or omissions of Contractors, its owners, officers, directors, employees, subcontractors or agents on account of the performance of this Agreement. This indemnity includes any claim or amount arising out of or recovered under the Workers Compensation Law or arising out of the failure of Indemnitor to conform to any Federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Indemnitor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

19. Insurance.

19.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

Town of Florence Insurance Requirements for Contractors

Employer's Liability	\$1,000,000
Contractors General Liability	
f. General Aggregate	\$2,000,000
g. Products – Completed Operations Aggregate	\$2,000,000
h. Personal and Advertising Injury	\$2,000,000
i. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
j. Excess or Umbrella Liability	
3.) General Aggregate per job	\$3,000,000
per policy year	\$5,000,000
4.) Each Occurrence per job	\$3,000,000
per policy year	\$5,000,000
Automobile Liability	
d. Bodily Injury:	
Each Person	\$1,000,000
Each Accident	\$1,000,000
e. Property Damage	
Each Accident	\$1,000,000
f. Combined Single Limit of	\$1,000,000
Contractual Liability	
c. Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
d. Property Damage:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000

Workman's Compensation

d. Bodily Injury by Accident	each accident	\$1,000,000
e. Bodily Injury by Disease	each employee	\$1,000,000
f. Bodily Injury by Disease	policy limit	\$1,000,000

The Town of Florence requires that a certificate of Liability and Workman's Compensation Insurance be provided with limits of liability and the Town of Florence named as additional insured.

20. Miscellaneous.

20.1 Survival. Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.

20.2 Joint Preparation. The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

20.3 Further Assurance. Contractor and Town agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it in order to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

20.4 Time of the Essence. For purposes herein, the parties agree that time shall be of the essence of this Agreement and the representations and warranties made are all material and of the essence of this Agreement.

20.5 Captions and Section Headings. Captions and section headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

20.6 No Waiver. No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

20.7 Exhibits. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated into this Agreement by reference.

20.8 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and subcontractors are not entitled to

workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor and not the Town shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Agreement.

20.9 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor.

20.10 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

20.11 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect by a Court of competent jurisdiction, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action remain in full force and effect.

20.12 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of and entry into this Agreement.

20.13 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

20.14 Subcontracts. This Agreement and any permits required for performance of the Agreement may not be assigned, subcontracted, conveyed, or otherwise disposed of without the prior, written approval of the Town, which will not be unreasonably withheld. No such assignment or subcontracting shall relieve Contractor of its liability under this Agreement. In the event Contractor elects to use any subcontractors, this does not relieve Contractor from any prime responsibility of full and complete satisfactory and acceptable performance under any awarded Agreement.

20.15 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

20.16 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

20.17 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

20.18 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

20.19 Notices and Requests. Unless a specific time frame for notice is otherwise specifically set forth in this Agreement, any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the Town: Town of Florence

 P.O. Box 2670

 Florence, Arizona 85132

 Facsimile: (520) 868-7564

 Attn: Charles A. Montoya, Town Manager

With copy to: Town Attorney
 P.O. Box 2670
 Florence, Arizona 85132
 Facsimile: (520) 868-7564
 Attn: James Mannato

If to Contractor: _____

 Facsimile: _____

or at such other address and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three Business Days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following Business Day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following Business Day, or (D) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

20.20 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

20.21 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 31.22 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 31.22 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

20.22 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all Federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

20.23 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

20.24 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona, Pinal County.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

"Town"

"Contractor"

TOWN OF FLORENCE, an Arizona
municipal corporation

a(n) _____

Mayor

By: _____

ATTEST: _____

Name: _____

Its:
Lisa Garcia, Town Clerk

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.

COUNTY OF PINAL)

This instrument was acknowledged before me on _____, 20, by _____, the Mayor of the TOWN OF FLORENCE, an Arizona municipal corporation, on behalf of the Town of Florence.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF _____) ss.

COUNTY OF _____

This instrument was acknowledged before me on _____, 20____,

by _____ as _____ of _____

a(n) _____, on behalf of the corporation.

Notary Public in and for the State of _____

My Commission Expires:

Exhibit A Landfill or Transfer Station Services for Residents (the Proposal)

Exhibit B Proposal (Later)

Exhibit C Prices (Later)