

NAIPTA STANDARD CONSTRUCTION CONTRACT

This Contract sets forth the standard terms and conditions governing the relationship between the parties and the obligations, responsibilities and rights of the parties to the contract dated June 15, 2016 (the “Contract”) between the **Northern Arizona Intergovernmental Public Transportation Authority**, a political subdivision of the State of Arizona (“NAIPTA”) and **Southwest Fabrication LLC**, a limited liability company, Arizona ROC 131309(A) (“Contractor”) for the construction services specified in **Exhibit A** (the “Work”) for the project specified in the Scope of Work (the “Project”). NAIPTA and Contractor may be referred to in this Contract collectively as the “parties” and each individually as a “party”.

1. Conflicts: Unless otherwise noted and/or delineated herein, in case of a conflict between the terms of the Contract and the terms of any other document related to the Work, the terms of this Contract shall prevail. Agreement to the terms set forth herein is a material and necessary precondition and inducement to NAIPTA for entering into the Contract with Contractor.

2. Scope of Work: Contractor shall provide the Work as outlined in Request for Proposal, RFP 2016-108 (“RFP”) and in the submitted proposal, attached as **Exhibit A**. Contractor shall furnish all necessary labor, materials, tools, equipment, supplies, machinery, services, facilities, and supervision necessary to perform the Work, and shall perform and complete the Work in accordance with the Exhibits hereto, and NAIPTA’s plans, specifications, schedules and requirements for the Project (collectively the “Contract Documents”). The Scope of Work identified herein is intended to describe complete operations, customary to the trade, sufficient to provide for a full completed and usable Project. All Work shall be reviewed and approved by NAIPTA’s Project Manager to determine acceptable completion. Review and approval by the Project Manager, shall not relieve Contractor of any liability for improper, negligent or inadequate Work rendered pursuant to this Contract.

3. Specifications: The Maricopa Association of Governments, *Uniform Standard Specifications for Public Works Construction*, current edition (“MAG Specifications”), Maricopa Association of Governments, *Standard Details for Public Works Construction*, current edition (“MAG Details”), City of Flagstaff Engineering Standards, and the U.S. Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices (“MUTCD”) have been adopted by NAIPTA and shall apply to the Work, to the extent applicable. In addition, to the extent NAIPTA has adopted its own NAIPTA Special Provisions for the Project (attached as **Exhibit D**), and/or NAIPTA Supplements and/or Modifications to the MAG Specifications or MAG Details (collectively the “NAIPTA Specifications”), those NAIPTA Specifications shall apply to the Work when and where appropriate and the Contractor shall fully comply therewith. Any questions or concerns about the applicability of any specific MAG or NAIPTA Specifications to the Work shall be directed in writing to the Project Engineer.

4. Coordination: Contractor shall be responsible for coordinating the performance of the Work with the Project Manager and other departments within NAIPTA, the City of

Flagstaff and Arizona Department of Transportation (“ADOT “) as applicable, the design professionals and other contractors involved in the Project. Contractor shall also cooperate with NAIPTA in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings.

5. Inspection/Reporting: Before starting the Work, the Contractor shall carefully study and compare the various plans, drawings, other Contract Documents, and Specifications relative to that portion of the Work, as well as the information furnished by NAIPTA, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to NAIPTA in such form as NAIPTA may require. The Contractor shall be liable to NAIPTA for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents if the Contractor, with the exercise of reasonable care should have recognized such error, inconsistency, omission or difference and fails to report it to NAIPTA. The exactness of grades, elevations, dimensions, or locations given on any Drawings, or the work installed by other contractors, is not guaranteed by NAIPTA. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its work with existing or other work, Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by the Contractor without any increase in the Contract Price. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to NAIPTA, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

6. Contract Price/Taxes: The Contract Price set forth in the Bus Amenity Unit Cost Form, **Exhibit B**, shall be paid to Contractor for the full performance of the Work. The Contract Price includes all required taxes (and reimbursable expenses), and Contractor shall account for and pay such taxes and expenses. The Bus Amenity Unit Cost cannot be changed without NAIPTA’s prior written approval.

7. Payment: Payments and Retention shall be made as follows:

A. Progress Payments

- i. Progress billings will be processed monthly starting upon Project commencement.
- ii. Contractor billings shall be submitted on Contractor’s typical invoice form.

iii. A list of all suppliers (including name, contact information and phone numbers) to be used by Contractor must be received and approved by NAIPTA, prior to release of Contractor's monthly progress payment. NAIPTA's approval of Contractor's suppliers shall not release Contractor from any of its obligations under this Contract, including without limitation, Contractor's indemnification, and insurance obligations.

iv. If required by NAIPTA, Contractor will be required to execute an Unconditional Waiver and Release on Progress Payment or Unconditional Waiver and Release on final payment contemporaneously with the receipt of partial or final payments, or other form of acknowledgment of payment and/or release of claims as required by NAIPTA, as well as unconditional lien waivers executed by subcontractors and/or suppliers who have provided labor, materials, or rental equipment to Contractor. Payments of any amounts covered by any conditional lien waivers may, at NAIPTA's sole discretion, be made by joint check issued to the Contractor and the subcontractor or supplier.

v. Contractor shall submit all other supporting documentation substantiating its Invoice as may be reasonably required by the Engineer, Project Manager, NAIPTA, and applicable laws.

B. Final Payment. Final payment including retainage shall be paid only after: (i) the Work has been fully completed (including completion of all incorrect or incomplete work items) and accepted by NAIPTA and Engineer; (ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings, plans and specifications have been delivered to NAIPTA; (iii) if required by NAIPTA, full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to NAIPTA; (iv) all conditions and requirements imposed by NAIPTA or any financing entity for the corresponding disbursement have been met; and (v) Contractor delivers to NAIPTA an Invoice requesting payment.

C. NAIPTA's Right to Withhold Payment. NAIPTA may withhold payment to such extent as may be necessary in NAIPTA's opinion to protect NAIPTA from loss for which the Contractor is responsible, including, without limitation:

- (i) defective Work not remedied;
- (ii) third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to NAIPTA is provided by the Contractor;
- (iii) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- (iv) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- (v) damage to NAIPTA or another contractor;

- (vi) reasonable evidence that the Work will not be completed within the Project Time set forth in each Notice to Proceed (or otherwise by NAIPTA), and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- (vii) persistent failure to carry out the Work in accordance with the Contract Documents.

D. Joint/Direct Checks. Payments to Contractor may be made by checks payable jointly to Contractor and its employees, agents, subcontractors and suppliers, or any of them, and when in the sole opinion of NAIPTA it is advisable, payments may be made directly to Contractor's subcontractors and any amount so paid shall be deducted from the amounts owed to Contractor under this Contract.

E. Payment Not A Waiver. No payment (nor use or occupancy of the Project by NAIPTA) shall be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of NAIPTA.

8. Liens and Bond Claims: Contractor shall make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and shall promptly furnish evidence of such payments as NAIPTA may require. Contractor shall pay when due all claims arising out of performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of NAIPTA, or against payments due from NAIPTA to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of NAIPTA, against payment due from NAIPTA to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claims. In addition, Contractor agrees to defend, indemnify, and hold harmless NAIPTA from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for Work performed.

9. Work Standards and Warranties: All materials and any other items incorporated into the Work shall be new, and all Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules and regulations and the plans, specifications, schedules, Contract Documents and all other terms and conditions of the Contract. Within fourteen (14) days of the completion of the Work (or at such earlier time as requested by NAIPTA), Contractor shall execute and deliver to NAIPTA all warranties regarding the Work required by the Project plans and specifications. These warranties shall be in form and content satisfactory to NAIPTA, the Project building owner (if different than NAIPTA), NAIPTA's lender(s), if any, and any other person reasonably requested by NAIPTA, or NAIPTA's lender(s). In the absence of any requirement for warranties in the Project specifications, Contractor hereby warrants that the Work shall be free of any defects in quality or workmanship

and will correct, at Contractor's expense for a period of two (2) years after the date of completion and acceptance of the Project by NAIPTA any and all defective or noncomplying Work. At such times as deemed necessary by NAIPTA and within sixty 60 days of the end of such correction period, Contractor and NAIPTA will perform a detailed inspection of the Work to identify any such defective or non-conforming Work.

10. Extra Work/Changes in the Work/Approvals: NAIPTA reserves the right to make such changes in the plans and specifications for the Work, within the general scope thereof, as it may deem appropriate and any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated herein.

A. Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by NAIPTA, has been executed by NAIPTA prior to starting the additional work; on all such Change Orders and Extra Work Orders, Contractor shall specify the increased and/or decreased costs and whether it believes any extensions of time will be necessary to complete its Work as modified by the Change Order or Extra Work Order. In no event, however, will the Contractor be entitled to collect for overhead and profit for such changes more than the percentages of Contractor's actual and direct cost incurred in such change as set forth in the corresponding Change Order. If additional work is performed on the basis of an Extra Work Order, a corresponding Change Order shall be prepared, approved and processed by NAIPTA before payment can be made to Contractor.

B. Upon request by NAIPTA, Contractor shall submit for NAIPTA's prior approval all samples, product data, shop drawings on all materials, systems and equipment to be incorporated into the Work.

11. Time: This contract will include multiple projects for a 5 year period.

A. Package Substantial Completion : The Project Schedule includes designated dates for Substantial Completion of specified "Packages" as designated within each subsequent Notice to Proceed to ensure timely completion of the entire Project.

B. Liquidated Damages: Contractor acknowledges and agrees that if Contractor fails to achieve Substantial Completion of any of the designated Packages within the time specified in the Notice to Proceed, or Substantial or Final Completion of the entire Project by the dates set forth in ¶ 11 above , NAIPTA will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, NAIPTA and Contractor agree that if Contractor fails to achieve Substantial Completion of any of the Packages within the time set forth in the Contract Schedule or Substantial or Final Completion the Work as a whole, District shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the per diem amounts set forth in the Contract Schedule commencing from the Substantial or Final Completion Date required under the Contract Schedule until the actual date of Substantial or Final Completion.

12. Indemnification: In addition to any and all indemnity obligations provided for in the MAG or NAIPTA Specifications, to the fullest extent permitted by law, Contractor shall

defend (at Contractor's sole expense and with legal counsel approved by NAIPTA, which approval shall not be unreasonably withheld), indemnify and hold harmless NAIPTA, and its members, agents, employees, officers, shareholders, directors, subsidiaries, divisions and affiliates (collectively "Indemnitees") for, from and against any and all claims, liabilities, damages, losses, actions, suits, fines, penalties, costs and expenses, including but not limited to reasonable attorney's fees and professional, expert or consultant fees (including such expenses incurred in any attempt to enforce this indemnification provision), which may arise out of, in connection with, resulting from or related to in any manner, directly or indirectly, the performance of the Work including, without limitation, claims for bodily injury, death, damage to property, loss of use of property or defects in workmanship or materials and regardless of whether asserted as a breach of contract, breach of warranty, tort or any other theory of recovery, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

13. Insurance: Contractor shall provide insurance as set forth in **Exhibit F** attached hereto.

14. Termination:

A. Termination by the Contractor. If NAIPTA fails to make payment when due or substantially breaches any other obligation of this Contract, following seven (7) days' written notice to NAIPTA, the Contractor may terminate the Contract and recover from NAIPTA payment for Work actually executed and for actual, proven loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead, profit and damages. Under no circumstances shall NAIPTA have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or losses.

B. Termination by NAIPTA for Cause. NAIPTA may terminate the Contract if the Contractor:

- i. Refuses or fails to supply enough properly skilled workers or proper materials;
- ii. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- iii. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- iv. Is otherwise guilty of substantial breach of a provision of the Contract Documents or any other contract between NAIPTA and Contractor.

When any of the above reasons exist, NAIPTA may without prejudice to any other rights or remedies of NAIPTA and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate employment of the Contractor and may: (1) take possession of the site and of all materials thereon owned by the Contractor; and/or (2) finish the Work by whatever reasonable method NAIPTA may deem expedient. When NAIPTA terminates the Contract for one of the reasons stated in above, the Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to NAIPTA. This obligation for payment shall survive termination of the Contract.

C. Termination by NAIPTA for Convenience. NAIPTA may also terminate the Contract at any time for its convenience by written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of the Contractor, NAIPTA shall pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from NAIPTA to Contractor unless and until Contractor has delivered to NAIPTA any and all documentation required to be maintained by Contractor or provided by Contractor to NAIPTA.

15. Correction of Work: The Contractor shall promptly correct Work rejected by the Project Engineer, Project Manager, or NAIPTA as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work. In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of 2 years after Substantial Completion, correct work not conforming to the requirements of the Contract Documents. If the Contractor fails to correct nonconforming Work within a reasonable time, NAIPTA may correct it and the Contractor shall reimburse NAIPTA for the cost of correction.

16. Notices: All notices or demands required to be given pursuant to the terms of the Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the address designated by the parties in writing. Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail. In order to facilitate communication during performance of the Work, Contractor and NAIPTA shall provide NAIPTA with e-mail addresses for the primary contacts in relation to the Project and the Work.

17. Governing Law: This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce, or construe any provision of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Coconino. The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

18. Compliance with Specific Laws and Regulations:

A. Compliance with Federal Immigration Laws and Regulations. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor warrants to NAIPTA 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). Contractor acknowledges that a breach of this warranty by the Contractor or any of its subcontractors is a material breach of this Contract subject to penalties up to and including termination of this Contract or any subcontract. NAIPTA retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure compliance with this warranty.

NAIPTA may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty.

NAIPTA will not consider Contractor or any of its subcontractors in material breach of the foregoing warranty if 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 Arizona Revised Statutes § 23-214(A).

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” for purposes of this Article 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.

B. Cancellation for Conflict Of Interest. Pursuant to the provisions of A.R.S. § 38-511, NAIPTA may cancel any contract or agreement, without penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of NAIPTA is, at any time while the contract or any extension thereof is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect the subject matter of the contract.

C. Workplace Compliance. 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 Contractor understands and Acknowledges that it must also comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, as amended, “Residence Requirements for Employees.

19. Statutory Bonds: Contractor shall provide performance and payment bonds in the form and amounts required under by the Federal Transit Administration, as per **Exhibit E**, and A.R.S. § 34-221, *et seq.* If there is a conflict, the requirements of Federal Transit Administration will supercede.

20. Revisions to MAG Specifications: The following special provisions modify the sections of the MAG Specifications.

Section 102.2: INTERPRETATION OF QUANTITIES IN PROPOSAL:

Add the following at the end of the section:

Notwithstanding any other provision in the Contract Documents, Contractor shall not be entitled to increase the unit prices on any basis, including increases, decreases or reallocation of any quantities, no matter what the quantum of the increase, decrease or reallocation may be.

Section 104.2: ALTERATION OF WORK:

Delete the second paragraph in Section 104.2.1 in total, and replace with the following:

No payment will be made for any changes in the Work, whether initiated by the NAIPTA, the Engineer, or the Contractor, unless and until a written change order has been fully executed and approved by NAIPTA.

Delete Section 104.2.2 in its entirety.

In Section 104.2.3, delete the following from the first paragraph in Section 104.2.3:

“and payment will be made in accordance with the provisions set forth in Section 109.”

Section 108.11 TERMINATION OF CONTRACT:

Add the following at the end of the first paragraph:

NAIPTA may also terminate the Contract for its convenience without cause. Contractor shall only be entitled to payment for the actual costs of Work actually completed as of the date of termination, and no payment shall be due or made for any anticipated costs, profits, overhead or other costs not actually incurred, and no payment shall be paid for idle time or labor cost, legal or accounting charges, claim preparation charges, subcontractor costs, lost profits, general conditions or overhead, bidding and/or project investigation costs, acceleration or efficiency claims, or any other additional expense or claim related to the termination.

Section 109.4 COMPENSATION FOR ALTERATION OF WORK:

Before Section 109.4.1, add the following:

Any deduction or increase in the Contract Price must be supported by a signed, written change order fully executed by NAIPTA, and supported by such backup as the Project Manager, and NAIPTA may require. No adjustments in any unit prices will be allowed.

Delete Sections 109.4.1(A) and (B) and 109.4.2(A) in their entirety.

Section 109.9 DOLLAR AMOUNT OF MAJOR ITEM:

Delete in its entirety.

Section 110.3 ADMINISTRATIVE PROCESS FOR DISPUTE RESOLUTION:

Delete the entire section after the first 2 paragraphs in Section 110.3.1.

Section 110.4 ARBITRATION:

Delete the entire section and replace with the following:

110.4 Resolution of Claims and Disputes Not Resolved Through “Initial Notification and Dispute Resolution”:

1. **Mediation:** Any and all disputes and/or claims arising under or related to the Contract which are not resolved through the process provided under Section 110.2 shall be first submitted to mediation before a single mediator selected by the parties.

a. The mediation shall be commenced by written demand upon the other party for mediation. The mediation shall be held in accordance with the Construction Industry Mediation Rules of the American Arbitration Association (“AAA”) currently in effect, but not administered or conducted by the AAA. If the parties cannot agree upon a mediator within ten (10) days of the written demand, either party may submit the mediation to the AAA, the AAA shall select the mediator, and thereafter the mediation shall be administered by the AAA. The mediation shall occur within thirty (30) days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

b. The qualifications for the mediator, whether selected by the Parties or the AAA, shall be that they be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.

c. Each party shall provide to the other party and the mediator, in writing, the following information and documentation, in detail: (i) the basis for the Claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project; (iii) the specific relief requested, the amount thereof, and how such was calculated; (iv) the parties involved in the Claim, and how they are involved; (v) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and (vi) efforts made to date to resolve the Claim, together with any additional information and

documentation which the party believes relevant. In addition, the parties shall exchange, and provide to the mediator such additional memoranda, information and /or documentation, as the mediator may request, and in the form and at such times, as the mediator may direct.

d. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction thereof.

2. **Arbitration:** If the mediation is unsuccessful, the parties shall submit the dispute and/or claim to be resolved through binding arbitration conducted according to the then current Construction Industry Arbitration Rules of the AAA, but not administrated or conducted by the AAA, which arbitration shall be held in Phoenix, Arizona, utilizing a single arbitrator selected by the parties, unless the parties agree, in writing, to an alternative arbitration procedure.

a. If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed and the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed herein, either party may submit the Claim directly to the AAA to select the Arbitrator, and thereafter the arbitration shall be administered by the AAA.

b. The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction related practice, and whose practice, for at least the last five (5) years, consists of at least 50% construction law.

c. At the request of either party, the arbitration may include as parties, through joinder, consolidation or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.

d. In relation to claims in which the amount in controversy is less than \$250,000, no discovery other than exchange of documents, designation of witnesses and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims), and no more than 3 depositions and 1 expert per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.

e. The prevailing party in any arbitration or court proceeding under this Agreement shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.

f. A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

g. The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.

h. The party filing a notice of demand for arbitration, or a counterclaim, must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.

i. Any award by the arbitrator shall not include any consequential or punitive damages.

j. The award entered by the arbitrator shall be a reasoned award.

k. The award entered by the arbitrator shall be final and judgment may be entered thereon in the Arizona Superior Court.

Section 110.5 DISPUTE REVIEW BOARD:

Delete in its entirety.

21. Complete Contract: The Contract and any exhibits thereto, together with the MAG Specifications, NAIPTA Specifications, Contract Documents, and designs, drawings, and specific specifications relating to the Work, represent the complete and integrated agreement between NAIPTA and Contractor, and supersede all prior negotiations, representations or agreements, either written or oral. The Contract may be amended only by written instrument signed by both NAIPTA and Contractor.

22. Exhibits: The following Exhibits are attached hereto and incorporated into this Contract as part of the Contract Documents:

Exhibit A	Scope of Work (RFP and Accepted Proposal)
Exhibit B	Bus Amenity Unit Cost

Exhibit D
Exhibit E
Exhibit E.1
Exhibit F

Special Provisions
Required Certifications and Clauses
David Bacon Requirements
Insurance Requirements

SIGNATURE PAGE FOLLOWS

“NAIPTA”

“CONTRACTOR”
SOUTHWEST FABRICATION LLC
Arizona License # ROC 131309(A)

By: _____

By: _____

Its: _____

Its: _____

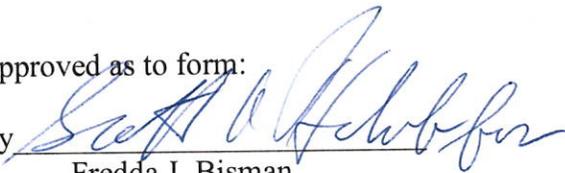
Date: _____

Date: _____

Approved as to form:

ATTEST:

By



Fredda J. Bisman
Dickinson Wright
General Counsel, NAIPTA

Clerk of the Board

Request for Proposals

**BUS STOP AMENITY FABRICATION, INSTALLATION &
REHABILITATION**

RFP# 2016-108



**Northern Arizona Intergovernmental Public
Transportation Authority**

Flagstaff, Arizona

Issued: Friday, April 8, 2016

INSTRUCTIONS FOR PROPOSALS

1.0 Purpose

The purpose of this RFP is to procure bus stop amenity rehabilitation and new bus stop amenity fabrication and installation, as described in the “Scope of Work”.

2.0 Background

Northern Arizona Intergovernmental Public Transportation Authority (NAIPTA) is the transit agency in northern Arizona operating Mountain Line and Mountain Link fixed route systems in Flagstaff. NAIPTA’s transit system includes 168 bus stops and two connection centers and provides approximately 152,000 trips per month or 5,078 trips per day. NAIPTA transit system is anticipated to grow with additions of new bus stops and/or addition of new amenities at existing stops.

Bus stop amenities can include bus shelters, logo stops, bike racks, benches, and trash receptacles.

NAIPTA is developing a bus stop amenity rehabilitation and replacement program to maximize asset life cycle and maintain FTA State of Good Repair. NAIPTA completed a general conditions assessment of existing bus stop facilities and prioritized assets for rehabilitation or replacement. NAIPTA has 22 *Summit* style steel shelters and associated amenities in backlog for rehabilitation. NAIPTA’s existing aluminum shelters will be scheduled for replacement with new shelter style. NAIPTA’s bus stop system also includes 23 logo stops with anticipated rehabilitation required over 5 year time horizon. Request for rehabilitation and replacements may be phased over several years pending funding. Reference **Attachment A** for photos of NAIPTA’s typical existing conditions of *Summit* shelter and logo stop for rehabilitation.

NAIPTA is seeking semi-custom manufacture design of new bus shelter, logo stop, and associated amenities for replacements at existing stops and/or new bus stops. Contractor may utilize in-house designs with modifications to

NAIPTA’s objective with new bus shelter is to develop a modular steel framed structure that can be modified to fit within 3 typical footprints: standard (5.75’ x 22.33’), small (3.75’ x 22.33’), large (8’ x 25’). Footprint sizes accommodate portion of the required 5’x8’ ADA landing area requirements, equitable seating area within shelter and spacing between transit furniture. Contractor may refine footprint sizes and shelter components during shop drawing review process. Contractor shall construct a shelter that meets the same design aesthetics as the existing *Summit* style shelter. Reference **Attachment B** for new shelter concept rendering and footprint layouts, including photos of logo stop, bench, bike rack and trash receptacle.

Bus shelter shall contain the following basic elements:

- Steel frame
- Steel Mesh Siding, with option for glass
- Roofing material pre-finished galvanized coil roofing
- High performance industrial paint coating.

- Solar Lighting, fully integrated (as part of roof design) canopy component which includes LED dusk to dawn lighting system capable of providing minimum of 3 foot candle within canopy area of the shelter with a minimum of four (4) year battery life. Candle intensity shall be measured at bench.

NAIPTA will be responsible for replacement and/or new installation of concrete pads and associated site work in advance of bus shelter and logo stop installations. NAIPTA will install the concrete pad per the detail(s) provided by the Contractor.

NAIPTA will be responsible for right of way permit application and payment of right of way permit fee(s). Contractor will be responsible for costs associated with construction traffic control, including development of traffic control plan. Contractor and NAIPTA will coordinate for review of traffic control plan prior to submittal to jurisdictional agency.

NAIPTA will evaluate annually the quantity of bus stop amenity rehabilitation and new bus stop amenities based on funding. NAIPTA will issue Task Order requests for specific items and quantities.

NAIPTA will schedule rehabilitation and new amenity installation during the most favorable Flagstaff area construction season which is typically April-October.

NAIPTA is seeking a contract for up to a 5 year term with an indefinite quantity to complete the scope of work described.

2.0 RFP Information

2.1 Schedule of Events

Issued:	Friday, April 8, 2016
Pre-Proposal Meeting (Voluntary)	Wednesday, April 19 th at 3:00 PM Arizona <i>NAIPTA Office: 3773 N. Kaspar Drive, Flagstaff</i>
Inquiry Questions Due:	Wednesday, April 20 th at 5:00 PM Arizona
Responses shared:	Thursday, April 21 th at 5:00 pm Arizona
Submittal Due Date/Time:	Friday, April 29 at 2:00 pm Arizona
Submittal Address:	Mail or Deliver to: <i>NAIPTA</i> <i>Attn: Heather Dalmolin</i> <i>3773 N. Kaspar Drive,</i> <i>Flagstaff, AZ 86004</i>
Submittal Number:	RFP 2016-108

2.2 Written Questions

All questions related to this **RFP, the Project and the Proposal process** must be sent via fax or email and should be directed to:

Anne Dunno, Capital Project Manager (Project Manager)
Phone: 928-679-8942
Fax: 928-779-6868
Email: adunno@naipta.az.gov

AND

Heather Dalmolin, Administrative Director
Phone: 928-679-8908
Fax: 928-779-6868
Email: purchasing@naipta.az.gov

Proposers must submit substantive questions, comments, and concerns **in writing** by fax or email to the contact persons identified above if they desire additional information on the project. NAIPTA will not answer questions via telephone in order to ensure fairness in the provision of project information among all prospective vendors. Written questions must be received no later than deadline defined in section 2.1. Questions will be answered in writing and distributed to all proposers on the RFP distribution list. Questions should be addressed to the appropriate RFP contact person in section 2.2.

2.3 On-Site Interviews

NAIPTA reserves the right to conduct interviews with one or more of the top ranked proposers as part of the proposer evaluation and selection process. Proposers will also be required to hold a group presentation in person or via web conferencing before the final decision will be made.

2.4 Protest Procedures

Any Proposer objecting to the recommendation of award, rejection of a Proposal, solicitation procedures of an RFP or any portion thereof, must submit a written protest to the Administrative Director. This protest must be submitted prior to the Board of Directors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Administrative Director within five (5) business days from notification of the recommendation. A complete description of the protest procedures may be found in NAIPTA Purchasing Policy. A copy of the Policy may be obtained by contacting the Administrative Director, 928-679-8908.

2.5 RFP Registration

In order to solicit information and/or register for the RFP, please:

- register as vendor on the web: <http://www.naipta.az.gov/purchasing.htm>, or
- send registration via email: purchasing@naipta.az.gov

Please provide the following information: company name, contact person's name, company address, telephone number, email address, and fax number.

Although vendors are not required to register to participate in and respond to RFP, only vendors who register by the deadline for questions defined in section 2.1 are guaranteed to receive copies of questions and answers and/or any RFP Addenda.

2.6 RFP Exhibits and Forms:

The following Exhibits and Forms are attached hereto and incorporated into the RFP:

<u>Exhibits</u>	
Exhibit A	Form of Contract
Exhibit B	Schedule of Values
Exhibit D	Special Provisions
Exhibit E	Required Certifications and Clauses
Exhibit E.1	David Bacon Requirements
Exhibit F	Insurance Requirements

<u>Forms</u>	
Form A	Non-Collusion Affidavit
Form B	Disclosure of Responsibility Statement
Form C	Declaration Regarding Material Assistance / Non-Assistance to a Terrorist Organization

3.0 Nature of the Purchase

The specifications and descriptions of the work and materials required are described in the attached “Specifications, Scope of Work or Requirements” that accompanies this Notice.

This project is funded in part with Federal funds and as such is subject to Federal regulations as detailed in **Exhibit E**, including Davis-Bacon Wage Determinations as set forth in **Exhibit E.1**. All bids must meet these requirements, including the Davis-Bacon and Copeland Anti-Kickback Acts.

4.0 Preparation of Proposal

4.1 It is the responsibility of the Contractor to examine the entire solicitation and to seek clarification of any requirement that may not be clear. This solicitation includes NAIPTA’s form of contract which is attached hereto as **Exhibit A** (“Contract”) including **Exhibits A through F** to the Contract all of which will be incorporated into any Contract between NAIPTA and the Contractor selected, if any. **Exhibits B through F** to the Contract are included as **Exhibits B through F** to this RFP and fully completed **Exhibits B and E** must be included for a Proposal to be considered responsive. *(THERE IS NO EXHIBIT C AT THIS TIME – EXHIBIT C WITH BE CONTRACT SCHEDULE TO BE DEVELOPED AS PART OF CONTRACT AWARD.)*

4.2 NAIPTA will not reimburse any costs incurred in developing, presenting or providing this Proposal. All materials and documents submitted in response become the property of NAIPTA and will not be returned.

4.3 A Proposal that is submitted to NAIPTA becomes a public record. If the Contractor believes that any information included in a Proposal should remain confidential, the Contractor must specifically identify that information and its reasons. In the event of any public request for this information, NAIPTA will provide the Contractor with notice of this

request and a reasonable opportunity to obtain a court order, at the Contractor's sole expense, protecting this information from release prior to making it available.

4.4 The specifications stated in this solicitation are the minimum level required. All Proposals submitted must be for products or services that meet or exceed the minimum level of all such specifications.

4.5 Fee proposal submitted shall be the **Exhibit B: Bus Amenity Unit Cost Form** included in this RFP as defined to include all materials, labor, delivery, warranty, and traffic control, including traffic control plan for the defined scope. The Contractor will be responsible for the payment of all applicable taxes.

4.6 Any exceptions that are included with the Proposal shall be submitted in a clearly identified separate statement by which the Contractor specifically identifies the precise terms to which any exception is made and describes any alternative offer, if applicable. Any exception that is not clearly identified will be without force and effect. An attached preprinted form of contract or the Contractor's standard terms will not be considered to be a specific statement of exception.

5.0 Submission of the Proposal

NAIPTA reserves the right to accept or reject any or all proposals or any part of a proposal and to waive any informality and accept the most favorable proposal to meet the best interest of NAIPTA.

In order to be considered, proposals must be received at the administrative offices of NAIPTA by **2:00pm Arizona time on Friday, April 29, 2016**. It is the responsibility of the proposer to ensure proposals arrive before the deadline. Failure of the U.S. Postal service, or any other delivery service, to deliver proposal packages on time shall result in the proposal not being opened or considered. The **proposal and all related documentation must be submitted in a sealed envelope clearly marked with Project Name and Project Serial Number** and delivered to:

Northern Arizona Intergovernmental Public Transportation Authority
3773 N Kaspar Dr
Flagstaff AZ 86004
928-679-8900

A responsive proposal package includes the following:

1. A letter of transmittal by the person(s) with the authority to bind the proposer, to answer questions, or to provide clarification concerning submitted proposals;
2. One (1) original copy of the proposer's technical and price proposal including fully completed **Exhibits B and E** to the Contract and **Forms A and B** to this RFP;
3. A compact disk or USB storage device containing one complete PDF or MS Word compatible file of proposal and including one complete **Exhibit B: Bus Amenity Unit Cost**; and

4. A complete and accurate proposal that meets submission requirements found in the Special Instructions Regarding the Bid and Evaluation section of this RFP and includes completed certifications, forms, and affidavits.

Proposals will be opened and read in the meeting room of the Board of Directors at the time indicated in the call for Proposals. Details of each Proposal, including proposed fees, shall not be announced at the time of opening. Such information shall be made public after all negotiations are completed and an award made.

Per NAIPTA Purchasing Policy incorporating A.R.S. § 11-254.01, award will be made with reasonable promptness to the Proposer whose Proposal best conforms to the Proposal Scope of Work and will be most advantageous to NAIPTA with respect to price, conformity to Scope of Work and other factors.

If NAIPTA is unable to successfully negotiate a contract with the highest rated Proposer, NAIPTA may, begin negotiations with the next highest rated Proposal, cancel the RFP and re-solicit, or completely cancel the RFP.

Proprietary Information

Any information contained in the proposal that the proposer considers proprietary must be clearly identified as such. NAIPTA will respect requests for non-disclosure of proprietary information to the extent that information so restricted conforms to the Freedom of Information Act and any court rulings.

Late bids, Modifications, or Withdrawal of Bids

Any Proposal or modification of Proposals received at the NAIPTA office designated in the solicitation after the exact time specified for receipt will not be considered.

A Proposal may be withdrawn in person or by written request by a Proposer or their authorized representative, provided their identity is made known and a receipt is signed for the Proposal, but only if the withdrawal is made prior to the exact time set for receipt of Proposals.

6.0 Award of the Contract

The contents of the RFP and the commitments set forth in the selected proposals shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. The contract will bind the bidder to furnish and deliver at the bid price, and in accordance with conditions of said accepted proposal and specifications for ninety (90) calendar days after the opening of the proposal.

The Proposer's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards and ordinances, regardless of whether or not they are referred to by NAIPTA. The Proposer shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

All known subcontractors to this Project must be indicated in the submittal. No subcontract will be construed as making NAIPTA a party of or to such subcontract, or subjecting NAIPTA to liability of any kind to any subcontractor. No subcontract shall, under any circumstances,

relieve the successful Proposer of liability and obligation under such party's contract with NAIPTA; and despite any such subletting; NAIPTA shall deal through the successful Proposer. Subcontractors will be dealt with as workers and representatives of the successful Proposer.

The contract award will not be final until NAIPTA and the successful bidder have executed a mutually satisfactory contractual agreement(s). No contract activity may begin prior to the execution of a contractual agreement between the successful bidder and NAIPTA.

If the successful bidder refuses or fails to execute the contract, NAIPTA may award the contract to another bidder whose proposals comply with all the requirements of the RFP and any addenda thereto.

NAIPTA reserves the right to cancel an award immediately if new state or federal regulations or policies make it necessary to change the service purpose or content substantially or to prohibit any such goods and services.

All Proposals may be rejected if the Board determines that rejection is in the public interest.

State and Local Law Disclaimer

The rights and duties of the parties hereto shall be determined by the laws of the State of Arizona and to that end the contract shall be considered as a contract made and to be executed in the City of Flagstaff, Arizona and the State of Arizona. Court of Common Pleas in and for Coconino County shall have original jurisdiction over any legal matters arising from this tender.

NAIPTA's Purchasing Policy incorporates by reference, and is designed to be in accordance with, ARS § 11-254.01. The Board of Directors has adopted and approved this Purchasing Policy.

Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Single Bid Response

If only one Proposal is received in response to the Request for Proposal, a detailed cost proposal may be requested of the single Proposer. A cost/price/schedule analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the Proposal is fair and reasonable.

Interest of Members or Delegates to Congress

The Contractor agrees that it will not allow any member of, or delegate to, the Congress of the United States to any share or part of this contract or to any benefit arising there from.

6.1 Certificates of Insurance

Contractor shall obtain and submit to NAIPTA before any Services are performed, certificates from the Contractor's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Contract Document and **Exhibit F**.

7.0 Cooperative Purchasing Agreements

7.1 An award of contract resulting from this RFP may be extended for use to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this RFP who wish to cooperatively use the contract are subject to the approval of Proposer.

7.2 NAIPTA is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools, cities, and other Arizona State agencies (See list of S.A.V.E. members below). These cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. §11-952 and §41-2632. The IGAs permit purchases of material, equipment and services from Proposers at the prices, terms and conditions contained in contracts originated between any and all of these agencies and the Proposer(s) contract, as awarded.

8.0 Certification

8.1 By signing and submitting this Offer, the Contractor certifies that this submission did not involve any collusion or other anti-competitive practice; that the Contractor will not discriminate against any employee, applicant, or customer in violation of applicable state and federal law; and that the Contractor has not given, offered to give and will not give any economic opportunity, future employment, gift, loan, gratuity, trip, favor or discount to any NAIPTA employee or official in connection with this Proposal.

8.2 The Contractor further certifies that the individual signing this Proposal has the authority to make a binding legal commitment on behalf of the Contractor to perform and deliver everything that is required in connection with this Proposal. Unless otherwise stated in the Contract Documents, the Offer shall be effective for a period of thirty (30) days.

9.0 Required Contract Clauses, Exhibits, Forms & Other Attachments

9.1 The following clauses, as well as **Exhibit E** and **E.1**, shall be incorporated into any contract that results from the RFP. These clauses are required by federal, state or local regulations, and are not subject to negotiation. This list of clauses, exhibits, and forms is not exhaustive, and does not, in any way, indicate that any other form, exhibit, provision, requirement or clause not on this list in this RFP or the resulting Contract, if any, are not required or are negotiable.

9.2 Non-Collusion Affidavit (Form A)

The Proposer guarantees that the Proposal submitted is not a product of collusion with any other Proposer and that no effort has been made to fix the Proposal price of any Proposer or to fix any overhead, profit, or cost element of any Proposal price.

Form A in forms must be signed and submitted for Proposal to be deemed responsive.

9.3 Disclosure of Responsibility Statement (Form B)

The Proposer must complete the Disclosure of Responsibility Statement and submit signed document.

Form B must be signed and submitted for a Proposal to be deemed responsive.

9.4 Federally Mandated Clauses for all Contracts

This procurement is being funded, in whole or in part, with federal funds through Federal Transit Administration (FTA). As consequence of that funding, the attached FTA mandated provisions are included in this proposal.

Exhibit D (Federal Clauses and Certificates) must be signed and submitted for a Proposal to be deemed responsive.

9.4 Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government finance in whole or in part with Federal assistance provided by FTA.

9.5 Declaration Regarding Material Assistance / Non-Assistance to a Terrorist Organization (Form C)

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Arizona Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of “yes” to any question, or the failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, “material support or resources” means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, dales documentation or identification, communications equipment, facilities, weapons, lethal substances,

explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

Form C must be signed and submitted for Proposal to be deemed responsive.

10. Specifications, Scope of Work or Requirements

The Scope of Work consists of two categories:

1. Bus Stop Amenity Rehabilitation

- a. Bus Stop amenity rehabilitation includes shelters, logo stops, and associated bench, bike rack, and trash receptacle.
- b. Rehabilitation will consist of application of high-performance coating in accordance with the technical specifications provided.
- c. Shelter rehabilitation will require contractor to remove shelter, logo stop and associated amenities for offsite rehabilitation. Contract shall reinstall shelter, logo stop and associated amenities in accordance with the technical specifications provided.
- d. Contractor shall coordinate with NAIPTA for construction schedule. NAIPTA will continue bus route operations during removal and reinstallation with a temporary bus stop provided by NAIPTA in the vicinity of the construction area.
- e. Contractor is responsible for obtaining permit, traffic control, including traffic control plan (TCP) in accordance with the technical specifications provided.

2. New Bus Stop Amenities

- a. New bus stop amenities include shelters, logo stops, and associated bench, bike rack, and trash receptacle.
- b. All products shall be assembled at the manufacturing facility prior to transportation to the install location.
- c. All work shall be performed in accordance with the (MAG) Maricopa Association of Governments, Uniform Standard Specifications and Details for public works construction. All related sections as noted in the latest edition of the (MAG) specifications, the City of Flagstaff Standard Details and Specifications and (AISC) the American Institute of Steel Construction.
- d. Bidders shall provide unit costs per Exhibit B, Bus Amenity Unit Cost Form. Bus Shelter and Logo Stop unit pricing shall include solar lighting components.
- e. All products and materials shall be prepared and manufactured by companies that are qualified general contractors licensed in Arizona and steel fabricators with relevant welder certifications. Contractors shall have a minimum ten years in the manufacture and installation of Bus Shelters and Streetscape Furniture.
- f. The Bus Stop furniture must comply in all respects with the appropriate federal, state, and local safety, construction and installation regulations, whether specifically outlined in the specifications or not, and must adhere to all Americans with Disabilities Act (ADA) regulations.
- g. Contractor shall include a complete set of sealed detailed structural drawings, documents and specification documents for bus shelters and logo stop. Drawings shall include sealed structural calculations to meet the requirements of the City of Flagstaff by a Structural Engineer and include all information for

the fabrication of the proposed shelter and logo stop. Sealed drawings shall include plans, elevations, sections, and details of the shelter and logo stop designs, information holders, Benches, Bicycle Racks and Trash Receptacles.

- h. Contractor shall coordinate with NAIPTA for COF design review and final acceptance. Contractor shall provide preliminary and final drawings for NAIPTA review prior to COF submittal. NAIPTA is responsible for design review fees associated with COF.
- i. Contractor shall include traffic control in accordance with the technical specification provided.
- j. Contractor shall coordinate with NAIPTA for review and acceptance of product prior to delivery and installation.
- k. NAIPTA shall install new concrete pads as required at various locations in accordance with the technical pad detail(s) provided by Contractor.
- l. Contractor shall coordinate with NAIPTA for construction schedule. NAIPTA will continue bus route operations during construction with a temporary bus stop provided by NAIPTA in the vicinity of the construction area.
- m. Contractor is responsible for obtaining permit, traffic control, including traffic control plan.

3. Cost

- Contractor shall submit Exhibit B (Bus Amenity Unit Cost Form). Contractor shall provide general outline technical specifications for each unit.
- Unit pricing shall include all materials, labor, delivery and warranty for fabrication and installation of bus stop amenities.
- Unit pricing shall include all applicable taxes.
- Contract shall provide unit price per stop for traffic control and traffic control plan.
- Contractor shall provide volume discount based on tiered quantities identified in Exhibit B.
- Contractor shall provide hourly rate for manufacture design services and provide estimate of hours for manufacture design services to provide shop drawings as described in the scope of work.
- NAIPTA may choose to purchase variable quantities from year to year depending on available sites and funds. NAIPTA will issue a Task Order for purchase of items based on unit pricing.

11. Special Instructions Regarding the Proposal and Evaluation

11.1 Proposal Format

A mailed original along with one electronic copy shall be submitted in the format specified in the below "Request for Proposal". The material should be in sequence and related to the RFP. NAIPTA shall not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the respondent's proposal.

Proposals are limited to 3 pages, not including any required documents. The respondent is required to comply with and submit the certifications included in **Exhibit E** of this RFP.

11.2 Requirements for Proposal

All respondents, in order for their Proposal to be considered, must provide the following information:

1. **Qualifications:** Identify technical qualifications relevant to the project. Minimum qualifications include Arizona State general contracting license and 10 year experience in the manufacture and installation of Bus Shelters and Streetscape Furniture. **(Single Sided, 1 Page Limit)**
2. **Relevant Experience:** Identify relevant project experience in a similar climate with preference on Flagstaff area experience with bus shelter design, technical shop drawings, steel fabrication and rehabilitation with emphasis on high performance paint coating applications. **(Single Sided, 2 Page Limit)**
3. **Exhibit B Bus Amenity Unit Price Cost included in RFP** must be submitted. NAIPTA will not pay for any costs not listed in the pricing form.

11.3 Evaluation Criteria

Evaluation criteria are listed in the relative order of importance. Scoring will be completed by a committee of no less than 3 persons. The award will be based on the following criteria:

1. Qualifications	40 points
2. Relevant Experience	30 points
3. Pricing	<u>30 points</u>
	100 Points

An evaluation committee established by NAIPTA will assess the proposals received. The committee may elect to award to a proposer without further discussion, or may determine that no proposer meets the needs of NAIPTA.

Proposers identified for further consideration may be interviewed by the panel and may have the opportunity to revise their proposal as a result of these discussions, after which a second round of scoring may be conducted.

After the interviews or negotiations, NAIPTA will award a contract to the proposer which, in the Project Manager's opinion, has made the best offer.

During the evaluation process, negotiation, and selection process, committee members may not disclose information from one proposer to another proposer. All information provided by proposers shall remain confidential after the conclusion of the procurement process, to the extent possible by law. An Evaluation Team will review and analyze each proposal. Proposals will be evaluated and scored according to the following criteria:

Max points * Quality Level = Score

Evaluation Factors	Max Points	Quality Level	Score
Qualifications Proposed demonstrates relevant technical qualifications and experience in manufacture and installation of Bus Shelters and Streetscape Furniture.	40		
Relevant Experience Proposer demonstrates relevant project experience in a similar climate with bus shelter design, shop drawings, steel fabrication and rehabilitation with emphasis on high performance paint coating.	30		
Pricing Proposed price appears complete, realistic, and cost effective. Total price represents value for NAIPTA.	30		
TOTAL POSSIBLE			100

The Quality Level will be based on the following scoring method:

Quality Level	Points	Description
Excellent	100%	Meets all requirements; reflects significant enhancements or strengths as compared to minimum levels of acceptability; no offsetting weaknesses.
Good	66%	Meets all requirements; strengths and weaknesses, if any, tend to offset one another equally.
Poor	33%	Serious doubt exists about ability to meet minimum needs but may be sufficient; significant weaknesses without offsetting strengths.
Deficient	0	Does not sufficiently meet minimum needs.

11.4 Award of Contract

NAIPTA managers shall recommend the contract be awarded to the best value responsible respondent whose proposal is most advantageous to NAIPTA, based on the evaluation criteria listed above. Cost shall not be the sole determining criterion. The award of this RFP and approval of contract shall be made by the NAIPTA Board of Directors.



Southwest Fabrication, LLC

22233 North 23rd Avenue
Phoenix, AZ 85027

623-587-4648
Fax 623-492-0393

May 5, 2016

Northern Arizona Intergovernmental Public Transportation Authority
Attn: Heather Dalmolin
3773 N. Kaspar Drive
Flagstaff, AZ 86004

Re: Letter of Transmittal

Dear Ms. Dalmolin:

Please accept the attached documents as Southwest Fabrication, LLC's proposal response to:

NAIPTA's RFP 2016-108 Bus Stop Amenity Fabrication, Installation and Rehabilitation

Please don't hesitate to contact me or Bill Hintze if you have any questions or need clarifications concerning this submitted proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kyle J. Presler', is written over a light blue horizontal line.

Kyle J. Presler, CPA
Controller/Member
Southwest Fabrication, LLC

Enc.

EXHIBIT B: PRICING FORM - REQUIRED FOR RFP SUBMITTAL

Rehabilitation	Unit of Measure	Quantity	Cost Per Unit
<i>Description</i>			
Bus Shelter (Summit) - <i>Includes pickup, delivery, install and traffic control</i>	Each	1	\$7,940.00
Logo Stop - <i>Includes pickup, delivery, install and traffic control</i>	Each	1	\$2,216.00
Bench	Each	1	Included with Shelter Rehab
Bike Rack	Each	1	Included with Shelter Rehab
Trash Receptacle	Each	1	Included with Shelter Rehab
Traffic Control/TCP per Site	Each	1	Included in above prices
Volume Discount - Rehabilitation			
<i>Description</i>	Tier 1 (2-10 units)	Cost Per Unit in Tier	
Bus Shelter (Summit) - <i>Includes pickup, delivery, install and traffic control</i>		\$7,217.00	
Logo Stop - <i>Includes pickup, delivery, install and traffic control</i>		\$1,366.00/each for 2 units, \$1,049.00/each for 3 units, \$892.00/each for 4 to 10 units	
Bench		Included with Shelter Rehab	
Bike Rack		Included with Shelter Rehab	
Trash Receptacle		Included with Shelter Rehab	
Traffic Control/TCP		Included in above prices	

New Bus Stop Amenities - With Perf and Paint

Description	Unit of Measure	Quantity	Cost Per Unit
Bus Shelter (Standard) - <i>Includes delivery, install and traffic control</i>	Each	1	\$11,879.00
Bus Shelter (Small) - <i>Includes delivery, install and traffic control</i>	Each	1	\$11,781.00
Bus Shelter (Large) - <i>Includes delivery, install and traffic control</i>	Each	1	\$12,993.00
Logo Stop - <i>Includes delivery, install and traffic control</i>	Each	1	\$3,557.00
Bench - <i>Delivery and install included with shelter install</i>	Each	1	\$629.00
Bike Rack - <i>Delivery and install included with shelter install</i>	Each	1	\$150.00
Trash Receptacle - <i>Delivery and install included with shelter install</i>	Each	1	\$694.00
Traffic Control/TCP per Site	Each	1	Included in above prices

EXHIBIT B: PRICING FORM - REQUIRED FOR RFP SUBMITTAL

Volume Discount - New Amenities - With Perf and Paint			
Description	Tier 1 (2-10 units)	Cost Per Unit in Tier	
Bus Shelter (Standard) - Includes delivery, install and traffic control	\$11,879.00/each for 2, \$11,596.00/each for 3 to 5, \$11,407.00/each for 6 to 10		
Bus Shelter (Small) - Includes delivery, install and traffic control	\$11,781.00/each for 2, \$11,502.00/each for 3 to 5, \$11,315.00/each for 6 to 10		
Bus Shelter (Large) - Includes delivery, install and traffic control	\$12,993.00/each for 2, \$12,677.00/each for 3 to 5, \$12,466.00/each for 6 to 10		
Logo Stop - Includes delivery, install and traffic control	\$3,299.00/each for 2, \$3,217.00/each for 3 to 5, \$3,093.00/each for 6 to 10		
Bench - Delivery and install included with shelter install	\$629.00/each for 2 to 5, \$604.00/each for 6 to 10		
Bike Rack - Delivery and install included with shelter install	\$150.00/each for 2 to 5, \$135.00/each for 6 to 10		
Trash Receptacle - Delivery and install included with shelter install	\$629.00/each for 2 to 5, \$604.00/each for 6 to 10		
Traffic Control/TCP	Included in above prices		
Manufacture Design - New Bus Stop Amenities			
Description	Unit of Measure	Quantity	Hourly Rate
Hourly Rate for Manufacture Design	Hourly	1	\$110.00
Estimated Hours for Manufacture Design (Including Shop Drawings for 3 Bus Shelters, Logo Stop, Bench, Bike Rack, and Trash Receptable)	Hours	125	
ALLOWANCES - Reference Section 01210 Rehabilitation Specifications			
Allowance #1 - Shelter Components	\$2000 per shelter		
Allowance #2 - Anchor Bolts	\$1000 per shelter		
Allowance may only be used with prior written approval by NAIPTA			

EXHIBIT B: PRICING FORM - REQUIRED FOR RFP SUBMITTAL

New Bus Stop Amenities - Option with Perf and Paint over Galvanize

Description	Unit of Measure	Quantity	Cost Per Unit
Bus Shelter (Standard) - Includes delivery, install and traffic control	Each	1	\$12,642.00
Bus Shelter (Small) - Includes delivery, install and traffic control	Each	1	\$12,510.00
Bus Shelter (Large) - Includes delivery, install and traffic control	Each	1	\$13,964.00

Volume Discount - New Amenities - Option with Perf and Paint over Galvanize

Description	Tier 1 (2-10 units)	Cost Per Unit in Tier
Bus Shelter (Standard) - Includes delivery, install and traffic control	\$12,642.00/each for 2, \$12,336.00/each for 3 to 5, \$12,132.00/each for 6 to 10	
Bus Shelter (Small) - Includes delivery, install and traffic control	\$12,510.00/each for 2, \$12,209.00/each for 3 to 5, \$12,007.00/each for 6 to 10	
Bus Shelter (Large) - Includes delivery, install and traffic control	\$13,964.00/each for 2, \$13,620.00/each for 3 to 5, \$13,389.00/each for 6 to 10	

New Bus Stop Amenities - Option with Glass and Paint

Description	Unit of Measure	Quantity	Cost Per Unit
Bus Shelter (Standard) - Includes delivery, install and traffic control	Each	1	\$13,322.00
Bus Shelter (Small) - Includes delivery, install and traffic control	Each	1	\$12,882.00
Bus Shelter (Large) - Includes delivery, install and traffic control	Each	1	\$14,478.00

Volume Discount - New Amenities - Option with Glass and Paint

Description	Tier 1 (2-10 units)	Cost Per Unit in Tier
Bus Shelter (Standard) - Includes delivery, install and traffic control	\$13,322.00/each for 2, \$13,006.00/each for 3 to 5, \$12,794.00/each for 6 to 10	
Bus Shelter (Small) - Includes delivery, install and traffic control	\$12,882.00/each for 2, \$12,579.00/each for 3 to 5, \$12,376.00/each for 6 to 10	
Bus Shelter (Large) - Includes delivery, install and traffic control	\$14,478.00/each for 2, \$14,126.00/each for 3 to 5, \$13,892.00/each for 6 to 10	

EXHIBIT B: PRICING FORM - REQUIRED FOR RFP SUBMITTAL

New Bus Stop Amenities - Option with Glass and Paint over Galvanize

Description	Unit of Measure	Quantity	Cost Per Unit
Bus Shelter (Standard) - Includes delivery, install and traffic control	Each	1	\$13,667.00
Bus Shelter (Small) - Includes delivery, install and traffic control	Each	1	\$13,189.00
Bus Shelter (Large) - Includes delivery, install and traffic control	Each	1	\$14,890.00

Volume Discount - New Amenities - Option with Glass and Paint over Galvanize

Description	Tier 1 (2-10 units)	Cost Per Unit in Tier
Bus Shelter (Standard) - Includes delivery, install and traffic control	\$13,667.00/each for 2, \$13,340.00/each for 3 to 5, \$13,122.00/each for 6 to 10	
Bus Shelter (Small) - Includes delivery, install and traffic control	\$13,189.00/each for 2, \$12,877.00/each for 3 to 5, \$12,668.00/each for 6 to 10	
Bus Shelter (Large) - Includes delivery, install and traffic control	\$14,890.00/each for 2, \$14,526.00/each for 3 to 5, \$14,284.00/each for 6 to 10	



Exhibit A.2: Scope of Work
Southwest Fabrication, LLC

22233 North 23rd Avenue
Phoenix, AZ 85027

623-587-4648
Fax 623-492-0393

NAIPTA

RFP 2016-108 Bus Stop Amenity Fabrication, Installation and Rehabilitation

Supplemental Information:

1. Southwest Fabrication, LLC (SWF) believes this project falls under the new Arizona MRRRA rules for transaction privilege tax purposes and therefore our bid prices reflect SWF paying sales tax on the materials that we purchase for this project. Thus, there won't be any transaction privilege tax (sales tax) included on our invoices to NAIPTA.
2. SWF intends to perform all aspects of this project with our own in house personnel and therefore will not be utilizing any DBE subcontractors.
3. The prices for this RFP include Davis Bacon wages for all on-site work (i.e. installations and removals).
4. The prices for this RFP include the cost for payment and performance bonds.
5. The prices for this RFP have been determined based on the following criteria:

New Shelters - All three (3) shelter designs, standard, small and large will maintain the general design that was given in the RFP (Attachment B – Exhibit Y – Pages 1-4). Each shelter will be a two part shelter with a removable roof section that bolts to the lower leg and wall frame. The lower section legs will be made from 4" square tube steel with 1/2" steel base plates. The frame and wall members will consist of 2" x 4" rectangular tube for top rail, 2" x 3" rectangular tube intermediate posts, 3" square tube lower rail, and 11 gauge perforated steel panels. The upper/roof section will be fabricated from 4" x 8" rectangular tubing with sculpted front and rear ends to maintain the general style of the Summit shelter, and will bolt to the lower frame through the main beam. The horizontal beams parallel to the street will be 2" x 4" rectangular tube, and the rafters will be made from 2" x 6" rectangular tube. There will be 2" square tube for roofing support around the edge. The roofing material will be a standing seam style roof with a Kynar coating, Hartford Green. The coating for all members of the shelters will be a Carboline paint as requested.

Logo Stop – The logo stop quoted is Lacor's Summit model SLB10 with SMRFB2 seat as shown on Attachment B – Exhibit Y – Page 5 of the RFP.

Bench – The bench quoted is Lacor's Summit model SMB4 as shown on Attachment B – Exhibit Y – Page 5 of the RFP.

Trash Receptacle – The trash receptacle quoted is Lacor's Summit model SMTR30 including a rigid liner and arched lid as shown on Attachment B – Exhibit Y – Page 5 of the RFP.

Bike Rack – The bike rack quoted is Lacor's Oasis single loop model OABKU that is very similar to the bike rack shown on Attachment B – Exhibit Y – Page 5 of the RFP.



NAIPTA

RFP 2016-108 Bus Stop Amenity Fabrication, Installation and Rehabilitation

Qualifications:

Southwest Fabrication, LLC (SWF) has been manufacturing and installing quality bus shelter and streetscape furniture since its inception in 1997. We have sent our products all throughout the United States of America with our primary focus in Arizona and California. We are located in north Phoenix, Arizona and operate on approximately 10 acres with roughly 60,000 square feet of covered shop area. Our products are built to withstand the harsh environments that come from both Mother Nature and man-made hazards. Together with our related furniture design company, Lacor Streetscape, LLC, we are able to take projects from conceptual designs to engineered plans to fabrication and all the way through to finished/installed streetscape furniture.

The staff that will be assigned to this NAIPTA project will be as follows (each individual having over 20 years of relative experience):

- Mike Hintze – Project Management and Coordination
- Kyle Presler, CPA – Contract Management and Administration
- John Shipman, BSE – Engineering/Design Manager
- Mike Herman – Shop Manager/Logistics
- Robb Vaughan – Shelter Shop Manager
- Frank Kramer – Coating Shop Manager
- Sean Graber – Quality Control Manager/Safety Officer

Relevant Experience:

Southwest Fabrication, LLC (SWF) has intimate knowledge of the Flagstaff climate as we have been fabricating and installing bus shelter furniture for NAIPTA and Coconino County over the past 10 plus years. We recently completed a bus shelter rehabilitation project for NAIPTA that consisted of removing the unit and bringing it to our yard, repairing and sandblasting the components to prep for new coating, applying a high quality Carboline coating, and reassembling and reinstalling the unit. SWF has extensive experience with both newly manufactured and refurbished bus shelter projects. Attached is a list of references for your utilization.



Southwest Fabrication, LLC

22233 North 23rd Avenue
Phoenix AZ 85027-1906

623-587-4648
Fax 623-492-0393

References

City of Phoenix Transit
302 North 1st Avenue, Suite 900
Phoenix, AZ 85003

Contact: Herb Munoz
Office Phone: 602.534.1818
E-mail: herb.munoz@phoenix.gov

City of Glendale Transit
6210 W. Myrtle Ave. Bldg. S
Glendale, AZ 85301

Contact: Jeff Henry
Office Phone: 623-930-3516
Mobile Phone: 623-680-9839
E-mail: jhenry@glendaleaz.com

City of Chandler Transit
215 E. Buffalo Street
Chandler, AZ 85225

Contact: Jason Crampton
Office Phone: 480-782-3402
E-mail: jason.crampton@chandleraz.gov

City of Mesa – Transit
3320 N Greenfield
Mesa, AZ 85215

Contact: David Calloway
Office Phone: 480-644-4131
E-mail: david.calloway@mesaaz.gov

City of Tempe Transit
P.O. Box 5002
Tempe, AZ 85280

Contact: Scott Balck
Office Phone: 480-350-8295
Mobile Phone: 480-204-4254
E-mail: scott_balck@tempe.gov

Salt River Project
998 West Washington
Tempe, AZ 85281

Contact: Bill Santucci
Phone: 602-236-8627
E-mail: bill.santucci@srpnet.com

Arizona Public Service
2043 West Cheryl Drive
Phoenix, AZ 85021

Contact: Kari Spire
Office Phone: 602-371-6709
Mobile Phone: 602-980-1710
E-mail: kari.spire@aps.com

Town of Gilbert – Streetlights
900 East Juniper Ave
Gilbert, AZ 85234

Contact: Conrad Ramon
Office Phone: 480-503-6434
Mobile Phone: 480-283-4966
E-mail: conrad.ramon@gilbertaz.gov

City of Flagstaff - Streetlights
211 W Aspen Ave
Flagstaff AZ 86001

Contact: Steven Hill
Phone: 928-213-2168
E-mail: shill@flagstaffaz.gov

Exhibit A: Required Certifications and Clauses

FORM B: DISCLOSURE OF RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

NONE

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor. (See procurement policy section 7.2 for types of offenses.)

NONE

3. List any convictions or civil judgments under state or federal antitrust statutes.

NONE

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

NONE

5. List any prior suspensions or debarments by any governmental agency.

NONE

6. List any contracts not completed on time.

NONE

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

NONE

8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

OSHA CITATIONS (SEE ATTACHED DOCUMENTS)

Exhibit A: Required Certifications and Clauses

FORM B: DISCLOSURE OF RESPONSIBILITY STATEMENT

I, KYLE J. PRESLER, as CONTROLLER / MEMBER
Name of individual Title & Authority

Of SOUTHWEST FABRICATION LLC declare under oath that the above statements, including
(Company Name

any supplemental responses attached hereto, are true.

Kyle J. Presler
Signature

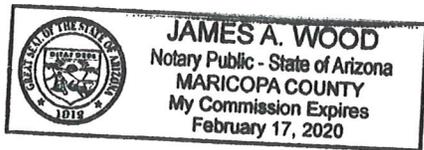
NOTARY:

State of ARIZONA

County of MARICOPA

Subscribed and sworn to before me on this 5TH day of MAY,

2016 by KYLE J. PRESLER representing him/herself to be
CONTROLLER / MEMBER of the company named herein.



James A. Wood
Notary public

My Commission expires:

02/17/2020

INDUSTRIAL COMMISSION OF ARIZONA
 Division of Occupational Safety and Health
 800 W Washington St
 Room 203
 Phoenix, AZ 85007
 Phone: (602) 542-5795 Fax: (602) 542-1614
 Tucson Office Phone: (520) 628-5478 Fax: (520) 322-8008



Citations and Notification of Penalty

To:
 Southwest Fabrication, L.L.C.
 22233 N 23rd Ave
 Phoenix, AZ 85027

Inspection Number: T9350-1017776
Inspection Date(s): 01/13/2015-01/20/2015
Issuance Date: 04/28/2015

Inspection Site:
 22233 N 23rd Ave
 Phoenix, AZ 85027

The violation(s) described in this Citation and Notification of Penalty is (are) alleged to have occurred on or about the day(s) the inspection was made unless otherwise indicated within the description given below.

An inspection of your workplace was recently conducted in accordance with the Arizona Occupational Safety and Health Act (Title 23, Chapter 2, Article 10). The inspection revealed conditions which we believe to be in violation of the Act. The nature of the alleged violation(s) is described in the enclosed Citation(s) with reference to applicable standards, rules and provisions of said Act. Furthermore, you are hereby notified, or will soon be notified, whether or not penalties will be assessed as a result of the cited violation(s). You must abate the violation(s) referred to in this Citation by the dates listed and pay the penalties, unless within fifteen (15) working days (excluding weekends and legal holidays) from your receipt of this Citation and Notification of Penalty you notify, *in writing*, the Division of Occupational Safety and Health, at the address shown above, of your intent to contest.

Posting - The law requires that a copy of this Citation and Notification of Penalty be posted immediately in a prominent place at or near the location of the violation(s) cited herein, or, if it is not practicable because of the nature of your operations, where it will be readily observable by all affected employees. This Citation must remain posted until the violation(s) cited herein has (have) been abated, or for 3 working days (excluding weekends and legal holidays), whichever is longer. **YOU MUST COMPLY WITH THESE POSTING REQUIREMENTS EVEN IF YOU CONTEST THE CITATION.** The penalty dollar amounts need not be posted and may be marked out or covered up prior to posting.

Notification of Corrective Action - You must certify in writing to the Division that each cited violation(s) has been corrected, in accordance with A.A.C.R20-5-627. This certification must be received within 10 calendar days following the abatement date, for those items which you do not contest. For those items contested, the certification is due immediately following any final order upholding the citation(s). The certification must contain the following: 1) the employer's name and address; 2) the inspection number; 3) the completion date and method of abatement for each violation; 4) a statement that the information is accurate and, 5) a statement that all affected employees and their representatives have been informed of the completed abatement. This certification is required for all citations - including those classified as non-serious - except those citations marked as "abated on site." (See note on page 2). The *Abatement Certification Form*

accompanying this notice may be used to assist with this requirement. In addition to this certification, for those items classified as **serious, willful or repeat**, documentation (photos, copies of receipts, training records, etc.) demonstrating that abatement is complete must accompany the certification. For those violations having an abatement date of more than ninety days, abatement plans and progress reports must be submitted to the Division if so indicated on the violation.

Note: Abatement certification and documentation are **not** required for those violations the inspector observed you or your representative correct during the inspection and which are marked as "Abated on site" within this citation.

A follow-up inspection may be made for the purpose of ascertaining that you have posted the citation(s) as required by the Act and corrected the alleged violations. **Failure to correct an alleged violation within the abatement period may result in further penalties of up to \$7000 for each day each alleged violation has not been corrected. Timely correction of an alleged violation does not affect the initial penalty.**

Note: The Act provides that anyone who knowingly gives false information is guilty of a class 2 misdemeanor.

Informal Conference - Before deciding whether to file a "Notice of Contest", you may request an informal conference with the section supervisor to discuss the Citation and Notification of Penalty. You may use this opportunity to:

- Obtain a better explanation of the violations cited;
- Obtain a more complete understanding of the specific standards that apply;
- Discuss ways to correct the violations;
- Discuss problems with the abatement dates;
- Discuss problems concerning employee safety practices;
- Resolve disputed citation(s) and penalties;
- Present any evidence or views that you believe would support an adjustment to the citations and/or penalties;
- Negotiate and enter into an Informal Settlement Agreement; and
- Obtain answers to any other questions you might have.

An informal conference is not required. However, you are encouraged to take advantage of the opportunity to have a conference if you foresee any difficulties in complying with any part of the citation. If an informal conference is held, be sure to bring with you any and all supporting documentation of existing conditions, as well as any abatement steps taken thus far. If conditions warrant, we can enter into an Informal Settlement Agreement which amicably resolves this matter without litigation or formal contest.

If you are considering a request for an informal conference, you must take care to schedule it early enough to allow time to contest after the informal conference, should you decide to do so. For this reason, an informal conference should be held within the 15 working day contest period (see following section). **The running of this contest period is not interrupted by an informal conference.**

Right to Contest - You have the right to contest this Citation and Notification of Penalty pursuant to A.R.S. Section 23-417. You may contest all citation items or an individual items. You may also contest penalties and/or abatement dates without contesting the underlying violation(s). To contest, you must notify the Director, in writing, within 15 working days after receipt of the Citation and Notification of Penalty. Unless you inform the Director in writing that you intend to contest the citation(s) and/or penalty(ies) within the 15

working day period provided by law, the citation(s) and the penalty(ies) shall be deemed a final order of the Commission and not subject to review by any court or agency.

Note: "Notify[ing] the Director" means that ADOSH must receive your written notice of contest prior to the close of business on the 15th working day following receipt of the citations.

If you contest the citation(s), the abatement period specified therein does not begin to run until the date of the Commission's final order in the case **provided** you have initiated this contest in good faith and not solely for delay or avoidance of penalties.

Penalty Payment - Penalties are due within 15 working days of receipt of this notification unless contested. Please make your check or money order payable to "Industrial Commission of Arizona" and indicate on your remittance the Inspection Number found on Page 1 of this notification. **ADOSH does not agree to any restrictions, conditions or endorsements put on any check or money order and will cash the check or money order as if these restrictions, conditions or endorsements do not exist.**

Employer Discrimination Unlawful - The law prohibits discrimination by an employer against an employee for filing a complaint or for exercising any rights under this Act. An employee who believes that he/she has been discriminated against may file a complaint no later than 30 calendar days after the discrimination occurred with the Division of Occupational Safety and Health at the address shown above.

Notice to Employees - The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. The contest must be mailed to the Division Director, P. O. Box 19070, Phoenix, Arizona, 85005-9070 within the abatement period allowed in the citation or within 15 working days from the date of receipt of the citation, whichever is shorter.

Additional Information - You should be aware that Federal OSHA publishes information on ADOSH's inspection(s) and citation activity on the Internet under the provisions of the Electronic Freedom of Information Act. The information related to your inspection will be available 30 calendar days after the Citation Issuance Date. You are encouraged to review the information concerning your establishment at www.osha.gov. If you have any dispute with the accuracy of the information displayed, please contact this office.

ABATEMENT CERTIFICATION

A. A.C. R20-5-627 requires employers to certify to ADOSH, in writing, the abatement of all cited conditions, with the exception of those conditions observed abated by the compliance officer during the course of the inspection. This form is provided to assist you in complying with the abatement certification requirements. Note: For violations classified as willful, repeat or serious, abatement documentation (i.e. photographs, invoices, training records, etc.) must also accompany this certification form.

Southwest Fabrication, L.L.C.
22233 N 23rd Ave
Phoenix, AZ 85027

The hazard referenced in Inspection Number _____ for the violation identified as Citation _____ and Item _____ was corrected on _____ by _____
(Specify Action Taken) _____.

The hazard referenced in Inspection Number _____ for the violation identified as Citation _____ and Item _____ was corrected on _____ by _____
(Specify Action Taken) _____.

The hazard referenced in Inspection Number _____ for the violation identified as Citation _____ and Item _____ was corrected on _____ by _____
(Specify Action Taken) _____.

The hazard referenced in Inspection Number _____ for the violation identified as Citation _____ and Item _____ was corrected on _____ by _____
(Specify Action Taken) _____.

The hazard referenced in Inspection Number _____ for the violation identified as Citation _____ and Item _____ was corrected on _____ by _____
(Specify Action Taken) _____.

I attest that the information contained in this document is accurate and that the affected employees and their representatives have been informed of the abatement activities described in this certification.

Signature

Typed or Printed Name

Industrial Commission of Arizona
Division of Occupational Safety and Health

Inspection Number: 1017776
Inspection Date: 01/13/2015-01/20/2015
Issuance Date: 04/28/2015
CSHO ID: T9350



Citation and Notification of Penalty

Company Name: Southwest Fabrication, L.L.C.
Inspection Site: 22233 N 23rd Ave Phoenix, AZ 85027

Citation 1 Item 1 Type of Violation: **Serious**

29 CFR 1910.212(a)(1): One or more methods of machine guarding was not provided to protect the operator and other employees in the machine area from hazards such as those created by point of operation, ingoing nip points, rotating parts, flying chips and sparks:

a) Cage Department: A KINEFAC MC-80 Cylindrical Die Rolling Machine, serial number 1367 had a rotating work piece that was not guarded to protect the operator and other employees from coming into contact with the hazardous energy.

Date by Which Violation Must Be Abated:	Corrected During Inspection
Assessed Penalty:	\$7000.00

Citation 1 Item 2 a Type of Violation: **Serious**

29 CFR 1910.303(f)(2): Each service, feeder, and branch circuit, at its disconnecting means or overcurrent device, was not legibly marked to indicate its purpose, nor located and arranged so the purpose was evident:

a) Cage Department: One 480 volt Square D disconnect switch for the Landis #2 Hydraulic Pump was not legibly marked and identified.

b) Cage Department: One 480 volt Cutler- Hammer disconnect switch for the KINEFAC MC-80 was not legibly marked and identified.

Date by Which Violation Must Be Abated:	Corrected During Inspection
Assessed Penalty:	\$1250.00

Citation 1 Item 2 b Type of Violation: **Serious**

29 CFR 1910.303(g)(1)(ii): The required working space about electric equipment rated 600 volts, nominal, or less to ground, was used for storage:

a) Cage Department: One 240 Volt Siemens disconnect switch for the Landis #1 was blocked by storage.

b) Cage Department: One 240 Volt GE disconnect switch for the Landis #1 disconnect was blocked by storage.

See pages 1 through 3 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

THE INDUSTRIAL COMMISSION OF ARIZONA COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT OF 1990. IF YOU NEED THIS DOCUMENT IN ALTERNATIVE FORMAT, CONTACT SPECIAL SERVICES AT (602) 542-5991.

Industrial Commission of Arizona
Division of Occupational Safety and Health

Inspection Number: 1017776
Inspection Date: 01/13/2015-01/20/2015
Issuance Date: 04/28/2015
CSHO ID: T9350



Citation and Notification of Penalty

Company Name: Southwest Fabrication, L.L.C.
Inspection Site: 22233 N 23rd Ave Phoenix, AZ 85027

c) Cage Department: One 480 Volt Square D disconnect switch for the Landis #2 was blocked by storage.

Date by Which Violation Must Be Abated: **Corrected During Inspection**
Assessed Penalty: **\$0.00**

Citation 1 Item 2 c Type of Violation: **Serious**

29 CFR 1910.305(g)(2)(iii): Flexible cords and cables were not connected to devices and fittings so that strain relief was provided that would prevent pull from being directly transmitted to joints or terminal screws:

a) Cage Department: A 480 volt Square D disconnect switch for the Landis #2 Hydraulic Pump, lacked strain relief, as the outer insulation of the supply cord was pulled away from the conductors connected to the junction box.

Date by Which Violation Must Be Abated: **Corrected During Inspection**
Assessed Penalty: **\$0.00**

Bill Warren, Director

See pages 1 through 3 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

Industrial Commission of Arizona
 Division of Occupational Safety and Health
 P. O. BOX 19070
 PHOENIX, AZ 85007
 Phone: (602) 542-5795 Fax: (602) 542-1614



**INVOICE/
 DEBT COLLECTION NOTICE**

Company Name: Southwest Fabrication, L.L.C.
Inspection Site: 22233 N 23rd Ave Phoenix, AZ 85027
Inspection Number: 1017776
Issuance Date: 04/28/2015

Citation 1 Item 1, Serious	\$7000.00
Citation 1 Item 2a, Serious	\$1250.00
Citation 1 Item 2b, Serious	\$0.00
Citation 1 Item 2c, Serious	\$0.00
TOTAL ASSESSED PENALTIES:	\$8250.00

To avoid additional charges, please remit payment promptly to this Office for the total amount of the uncontested penalties summarized above. Please make your check or money order payable to: "Industrial Commission of Arizona" within fifteen (15) working days and indicate on your remittance the Inspection Number found on Page 1 of this Notification.

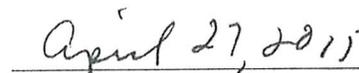
ADOSH does not agree to any restrictions or conditions or endorsements put on any check or money order for less than full amount due, and will cash the check or money order as if these restrictions, conditions, or endorsements do not exist.

If you fail to make payment within thirty (30) days following receipt of this notice, this matter will be referred to our Legal Department. Should that happen you will incur additional liability including collection costs, attorney fees and interest on the judgment.

Delinquent Charges. A debt is considered delinquent if it has not been paid within one month (30 calendar days) of the penalty due date or if a satisfactory payment arrangement has not been made.



 Director



 Date

See pages 1 through 3 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.



Southwest Fabrication, LLC

22233 North 23rd Avenue
Phoenix, AZ 85027

623-587-4648
Fax 623-492-0393

Below is a summary of events regarding the fatal accident that occurred in the anchor bolt cage department at our facility.

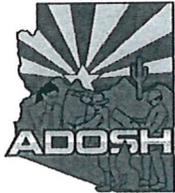
On Monday, January 12, 2015, during the swing shift, one of our employees, Richard Johnson, was fatally injured while operating a threading machine. Early the following morning we met with Mr. Erik Anderson, the compliance office with ADOSH, who was assigned to investigate. After an onsite review, and after reviewing our safety program and procedures, he cleared us to continue with our operation. He pointed out that he felt somehow a cover needed to be incorporated into and onto our threading machine. Please be aware that when we ordered and purchased the threading machine back in 2006, the manufacturer of the machine specifically needed to know the height of the bar racking assembly and how it worked in order to fabricate the machine to fit our operation. There was no mention or offer at the time of purchase of any additional safety features. This was confirmed by Erik Anderson. As a matter of fact, when the threading machine was delivered to our facility the manufacturer of the machine flew out a field representative to make sure we had everything installed correctly. Their representative made some onsite changes to the threading machine and assisted in running bar through the machine. He did not mention the need for a cover while he was at our facility nor did he ever say that it was unsafe to operate the threading machine without a cover. This threading machine was specifically designed to meet our unique thread rolling requirements of being able to handle 60' #18J rebar. Once again, we really want to emphasize that even though the threading machine manufacturer knew all about our threading operation and they assisted and schooled us in running the threading machine, they never mentioned or offered a cover nor did they include a cover in their price to us. We only wish that we had known that it was a requirement back at the time of purchase.

Since the accident, we received no cooperation from the manufacturer of the threading machine in order to rectify the problem. For that reason, we worked directly with Erik Anderson, the ADOSH compliance officer, to equip our machine with the safety cover required. ADOSH only required us to come up with a method to cover the bar at the machine, which we did. The cover that we designed has a mechanical locking mechanism and we also incorporated a momentary limit switch on the cover that triggers anytime the cover is lifted from the bar. This limit switch automatically stops the bar from rotating in the event that the cover comes off the bar for any reason. In addition, we took it upon ourselves to integrate a foot pedal, better known as a "dead man switch", so that if the operator removes his foot from the pedal for any reason, the threading machine dies will open and return to the open die position, immediately stopping the rotation of the bar. As a final safety feature, we moved the monitor and palm switches that were factory installed on the front frame of the threading machine at a distance of 18" from the rotating bar, around to the side frame of the machine at a distance of 46" from the rotating bar.

Attached is a letter that we received from Erik Anderson confirming that he believes Southwest Fabrication, LLC is committed to safety. We are presently enrolled in ADOSH's Consultation Program known as SHARP. With this program, upon receiving SHARP recognition, our workplace will be exempt from ADOSH programmed inspections during the period that our SHARP certification is valid.

In conclusion, we welcome you to visit anytime. We hope this information will give you the confidence necessary to continue to use and even increase the amount that you use Southwest Fabrication as your supplier. We will continue to provide you with the high level of service and product quality that you've come to expect from Southwest Fabrication. Your business is critical to our success and we look forward to continuing to strengthen our relationship well into the future.

Attachment



Protection of life, health, safety and
welfare of Arizona's most valuable assets.

THE INDUSTRIAL COMMISSION OF ARIZONA
DIVISION OF OCCUPATIONAL SAFETY & HEALTH



DALE L. SCHULTZ, CHAIRMAN
DAVID M. PARKER, MEMBER
MICHAEL G. SANDERS, MEMBER
JOSEPH M. HENNELLY, JR., MEMBER
CLINT BOLICK, MEMBER

P.O. Box 19070
Phoenix, Arizona 85005-9070

BILL WARREN, ADOSH DIRECTOR
PHONE: (602) 542-5795
FAX: (602) 542-1614

LAURA L. MCGRORY, DIRECTOR

7/28/2015

William Hintze
22233 N 23rd Avenue
Phoenix, AZ 85027

ADOSH Consultation

Hello Mr. Hintze,

I wanted to let you know that I did receive the email sent from John Shipman and was able to view it. I am happy to see that you were able to modify the controls and the program to install the added levels of guarding to the KINEFAC.

I know that the accident and the events following the accident have not been easy for you and your employees. If you can recall during my closing conference, one thing I spoke about was OSHA's Consultation Program. Since the file is closed I wanted to remind you that this resource would be available to you. I believe that Southwest Fabrication is committed to safety that is why I am making this recommendation to your company. Feel free to review the material sent. The CD provides a good overview of the Consultation Program along with a business contact if you decide to move forward with this option. Also I attached a SHARP publication which is an achievement that the company could strive for.

If you have any questions please feel free to contact me.

Regards,

Erik Anderson
Safety Compliance Officer

Exhibit A: Required Certifications and Clauses

FORM C: NON-COLLUSION AFFIDAVIT

SOUTHWEST FABRICATION, LLC being first duly sworn deposes and says:
(Name of Company Representative)

That she/he is CONTROLLER/MEMBER of SOUTHWEST FABRICATION, LLC
(Title) (Name of Company)

and that pursuant to Section 112 (C) of Title 23 USC, he/she certifies as follows:

That neither he/she nor anyone associated with the said

SOUTHWEST FABRICATION, LLC
(Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding for the proposal for the:

**RFP 2016-108
Bus Stop Amenity Fabrication, Installation, & Rehabilitation**

NOTARY:

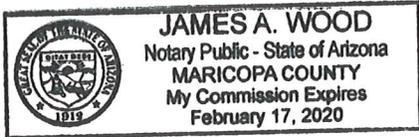
State of ARIZONA

County of MARICOPA

Subscribed and sworn to before me on this 5TH day of May,

2016 by KYLE J. PRESLER representing him/herself to be

CONTROLLER/MEMBER of the company named herein.



James A. Wood
Notary public

My Commission expires:

02/17/2020

Exhibit A: Required Certifications and Clauses

Form D: Overall Federal Regulation Compliance

All contractual provisions required by State and Federal Transit Administration (FTA), as set forth in FTA Circular 4220.1F are hereby incorporated into this contract by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, or fail to perform any act, or refuse to comply with any NAIPTA requests which would cause NAIPTA to be in violation of the FTA terms and conditions.



Vendor Representative

5/5/2016

Date

SOUTHWEST FABRICATION, LLC

Vendor

Exhibit A: Required Certifications and Clauses

Form E: Debarment and Suspension Certification (Lower Tier Covered Transaction) (Attachment 49 CFR 29 Subpart C)

(To be submitted with a bid or Offer exceeding the small purchase for Federal assistance programs, currently \$25,000.)

The prospective lower tier participant (Offeror) certifies, by submission of this Offer, that neither it nor its "principals" as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective lower tier participant (Offeror) is unable to certify to the statement above, it shall attach an explanations, and indicate that it has done so, by placing an "X" in the following space _____.

THE BIDDER OR OFFEROR, SOUTHWEST FABRICATION, LLC CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

 Signature of the Bidder or Offeror's Authorized Official

KYLE J. PRESLER, CONTROLLER Name & Title of the Bidder or Offeror's Authorized Official

5/5/2016 Date

Exhibit A: Required Certifications and Clauses

Form F: Lobbying Certification (Attachment 49 CFR 20)

(To be submitted with a bid or Offer exceeding \$100,000)

The Bidder or Offeror certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. 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 thereof.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 (as amended by “Government wide Guidance for New Restrictions on Lobbying”, 61 Fed.Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995) Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

THE BIDDER OR OFFEROR, SOUTHWEST FABRICATION, LLC CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

 Signature of the Bidder or Offeror’s Authorized Official

KYLE J. PRESLER, CONTROLLER Name & Title of the Bidder or Offeror’s Authorized Official

5/5/2016 Date

Exhibit A: Required Certifications and Clauses

**Form G: Disadvantaged Business Enterprises Compliance Certification
(Attachment 49 CFR Part 26)**

Prime Contractors:

Please indicate your DBE status, and declare any DBE subcontractors you may use. All declared DBE businesses involved in this contract must complete Attachment DBE.5 and return to NAIPTA. All primary contracts must provide a completed DBE compliance certification.

DBE COMPLIANCE CERTIFICATION

I hereby certify that the Offeror has complied with the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in DOT Programs.



Signature of the Bidder or Offeror's Authorized Official

KYLE J. PRESLER, CONTROLLER

Name & Title of the Bidder or Offeror's Authorized Official

5/5/2016

Date

Exhibit A: Required Certifications and Clauses

Form K: BUY AMERICA CERTIFICATION (Attachment 49 CFR Part 661)

(To be submitted with a bid or Offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: 5/5/2016

Signature: 

Title: CONTROLLER / MEMBER

Company Name: SOUTHWEST FABRICATION, LLC

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Title: _____

Company Name: _____



Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

Addendum #1

DATE: April 15, 2016

TO: All prospective Proposers for NAIPTA RFP 2016-108:
Bus Stop Amenity Fabrication, Installation, and Rehabilitation

FROM: Heather Dalmolin, Administrative Director

This addendum is hereby made part of RFP 2016-108, and shall be considered a part of the bid specifications for all purposes including bid preparation and evaluation.

Section 2.1 – The Pre-Proposal meeting date information is corrected as follows:

Pre-Proposal meeting is on Tuesday, April 19, 2016. The meeting is **not** on Wednesday as written in Section 2.1.

For any questions, contact me at purchasing@naipta.az.gov or by telephone at (928) 679-8908.

This addendum must be signed by an authorized person and submitted with the bid.

I have read this addendum and understand the information stated above.

Authorized Signature

5/5/2016
Date

KYLE J. PRESLER, CONTROLLER

Print or Type Name of Authorized Person



Getting you where you want to go



Northern Arizona Intergovernmental Public Transportation Authority

3773 N. Kaspar Drive • Flagstaff, AZ 86004 • 928-679-8900 • FAX 928-779-6868 • www.naipta.az.gov

Addendum #2

DATE: April 22, 2016

TO: All prospective Proposers for NAIPTA RFP 2016-108:
Bus Stop Amenity Fabrication, Installation, and Rehabilitation

FROM: Heather Dalmolin, Administrative Director

This addendum is hereby made part of RFP 2016-108, and shall be considered a part of the bid specifications for all purposes including bid preparation and evaluation.

Section 2.1 & Section 5.0 – Submittal Due Date is changed as follows:

Submissions are now due Friday, May 6, 2016 at 2:00 pm Arizona time.

Exhibit B Bus Amenity Unit Cost: The requirement for this part of submission is amended to allow a secondary page with listing of vendor proposed options. If a vendor wishes to propose options for meeting the requirements, these options should be submitted on a second page to Bus Amenity Unit Cost sheet. We have no expectations or requirements for options and options pricing.

For any questions, contact me at purchasing@naipta.az.gov or by telephone at (928) 679-8908.

This addendum must be signed by an authorized person and submitted with the bid.
I have read this addendum and understand the information stated above.



 Authorized Signature

5/5/2016

 Date

KYLE J. PRESCOR, CONTROLLER

 Print or Type Name of Authorized Person



Getting you where you want to go

EXHIBIT B: PRICING FORM - REQUIRED FOR RFP SUBMITTAL

Rehabilitation			
<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Cost Per Unit</i>
Bus Shelter (Summit) - <i>Includes pickup, delivery, install and traffic control</i>	Each	1	\$7,940.00
Logo Stop - <i>Includes pickup, delivery, install and traffic control</i>	Each	1	\$2,216.00
Bench	Each	1	Included with Shelter Rehab
Bike Rack	Each	1	Included with Shelter Rehab
Trash Receptacle	Each	1	Included with Shelter Rehab
Traffic Control/TCP per Site	Each	1	Included in above prices

Volume Discount - Rehabilitation

<i>Description</i>	<i>Tier 1 (2-10 units)</i>	<i>Cost Per Unit in Tier</i>	
Bus Shelter (Summit) - <i>Includes pickup, delivery, install and traffic control</i>		\$7,217.00	
Logo Stop - <i>Includes pickup, delivery, install and traffic control</i>	\$1,366.00/each for 2 units, \$1,049.00/each for 3 units, \$892.00/each for 4 to 10 units		
Bench		Included with Shelter Rehab	
Bike Rack		Included with Shelter Rehab	
Trash Receptacle		Included with Shelter Rehab	
Traffic Control/TCP		Included in above prices	

New Bus Stop Amenities - With Perf and Paint

<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Cost Per Unit</i>
Bus Shelter (Standard) - <i>Includes delivery, install and traffic control</i>	Each	1	\$11,879.00
Bus Shelter (Small) - <i>Includes delivery, install and traffic control</i>	Each	1	\$11,781.00
Bus Shelter (Large) - <i>Includes delivery, install and traffic control</i>	Each	1	\$12,993.00
Logo Stop - <i>Includes delivery, install and traffic control</i>	Each	1	\$3,557.00
Bench - <i>Delivery and install included with shelter install</i>	Each	1	\$629.00
Bike Rack - <i>Delivery and install included with shelter install</i>	Each	1	\$150.00
Trash Receptacle - <i>Delivery and install included with shelter install</i>	Each	1	\$694.00
Traffic Control/TCP per Site	Each	1	Included in above prices

EXHIBIT B: PRICING FORM - REQUIRED FOR RFP SUBMITTAL

Volume Discount - New Amenities - With Perf and Paint			
<i>Description</i>	<i>Tier 1 (2-10 units)</i>	<i>Cost Per Unit in Tier</i>	
Bus Shelter (Standard) - <i>Includes delivery, install and traffic control</i>	\$11,879.00/each for 2, \$11,596.00/each for 3 to 5, \$11,407.00/each for 6 to 10		
Bus Shelter (Small) - <i>Includes delivery, install and traffic control</i>	\$11,781.00/each for 2, \$11,502.00/each for 3 to 5, \$11,315.00/each for 6 to 10		
Bus Shelter (Large) - <i>Includes delivery, install and traffic control</i>	\$12,993.00/each for 2, \$12,677.00/each for 3 to 5, \$12,466.00/each for 6 to 10		
Logo Stop - <i>Includes delivery, install and traffic control</i>	\$3,299.00/each for 2, \$3,217.00/each for 3 to 5, \$3,093.00/each for 6 to 10		
Bench - <i>Delivery and install included with shelter install</i>	\$629.00/each for 2 to 5, \$604.00/each for 6 to 10		
Bike Rack - <i>Delivery and install included with shelter install</i>	\$150.00/each for 2 to 5, \$135.00/each for 6 to 10		
Trash Receptacle - <i>Delivery and install included with shelter install</i>	\$629.00/each for 2 to 5, \$604.00/each for 6 to 10		
Traffic Control/TCP	Included in above prices		
Manufacture Design - New Bus Stop Amenities			
<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Hourly Rate</i>
Hourly Rate for Manufacture Design	Hourly	1	\$110.00
Estimated Hours for Manufacture Design	Hours	125	
<i>(Including Shop Drawings for 3 Bus Shelters, Logo Stop, Bench, Bike Rack, and Trash Receptable)</i>			
ALLOWANCES - Reference Section 01210 Rehabilitation Specifications			
Allowance #1 - Shelter Components	\$2000 per shelter		
Allowance #2 - Anchor Bolts	\$1000 per shelter		
Allowance may only be used with prior written approval by NAIPTA			

EXHIBIT B: PRICING FORM - REQUIRED FOR RFP SUBMITTAL

New Bus Stop Amenities - Option with Perf and Paint over Galvanize

<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Cost Per Unit</i>
Bus Shelter (Standard) - <i>Includes delivery, install and traffic control</i>	Each	1	\$12,642.00
Bus Shelter (Small) - <i>Includes delivery, install and traffic control</i>	Each	1	\$12,510.00
Bus Shelter (Large) - <i>Includes delivery, install and traffic control</i>	Each	1	\$13,964.00

Volume Discount - New Amenities - Option with Perf and Paint over Galvanize

<i>Description</i>	<i>Tier 1 (2-10 units)</i>	<i>Cost Per Unit in Tier</i>
Bus Shelter (Standard) - <i>Includes delivery, install and traffic control</i>	\$12,642.00/each for 2, \$12,336.00/each for 3 to 5, \$12,132.00/each for 6 to 10	
Bus Shelter (Small) - <i>Includes delivery, install and traffic control</i>	\$12,510.00/each for 2, \$12,209.00/each for 3 to 5, \$12,007.00/each for 6 to 10	
Bus Shelter (Large) - <i>Includes delivery, install and traffic control</i>	\$13,964.00/each for 2, \$13,620.00/each for 3 to 5, \$13,389.00/each for 6 to 10	

New Bus Stop Amenities - Option with Glass and Paint

<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Cost Per Unit</i>
Bus Shelter (Standard) - <i>Includes delivery, install and traffic control</i>	Each	1	\$13,322.00
Bus Shelter (Small) - <i>Includes delivery, install and traffic control</i>	Each	1	\$12,882.00
Bus Shelter (Large) - <i>Includes delivery, install and traffic control</i>	Each	1	\$14,478.00

Volume Discount - New Amenities - Option with Glass and Paint

<i>Description</i>	<i>Tier 1 (2-10 units)</i>	<i>Cost Per Unit in Tier</i>
Bus Shelter (Standard) - <i>Includes delivery, install and traffic control</i>	\$13,322.00/each for 2, \$13,006.00/each for 3 to 5, \$12,794.00/each for 6 to 10	
Bus Shelter (Small) - <i>Includes delivery, install and traffic control</i>	\$12,882.00/each for 2, \$12,579.00/each for 3 to 5, \$12,376.00/each for 6 to 10	
Bus Shelter (Large) - <i>Includes delivery, install and traffic control</i>	\$14,478.00/each for 2, \$14,126.00/each for 3 to 5, \$13,892.00/each for 6 to 10	

EXHIBIT B: PRICING FORM - REQUIRED FOR RFP SUBMITTAL

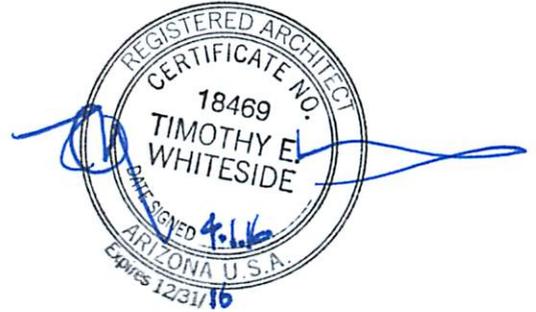
New Bus Stop Amenities - Option with Glass and Paint over Galvanize

<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Cost Per Unit</i>
Bus Shelter (Standard) - <i>Includes delivery, install and traffic control</i>	Each	1	\$13,667.00
Bus Shelter (Small) - <i>Includes delivery, install and traffic control</i>	Each	1	\$13,189.00
Bus Shelter (Large) - <i>Includes delivery, install and traffic control</i>	Each	1	\$14,890.00

Volume Discount - New Amenities - Option with Glass and Paint over Galvanize

<i>Description</i>	<i>Tier 1 (2-10 units)</i>	<i>Cost Per Unit in Tier</i>
Bus Shelter (Standard) - <i>Includes delivery, install and traffic control</i>	\$13,667.00/each for 2, \$13,340.00/each for 3 to 5, \$13,122.00/each for 6 to 10	
Bus Shelter (Small) - <i>Includes delivery, install and traffic control</i>	\$13,189.00/each for 2, \$12,877.00/each for 3 to 5, \$12,668.00/each for 6 to 10	
Bus Shelter (Large) - <i>Includes delivery, install and traffic control</i>	\$14,890.00/each for 2, \$14,526.00/each for 3 to 5, \$14,284.00/each for 6 to 10	

PROJECT MANUAL
ARCHITECT'S PROJECT NO. 15006



MARCH 2016
Construction Documents

**NORTHERN ARIZONA
INTERGOVERNMENTAL PUBLIC
TRANSPORT AUTHORITY (NAIPTA)
BUS SHELTER REHABILITATION**



Johnson Walzer Associates, LLC.
17 N. San Francisco, Suite 3A
Flagstaff, AZ 86004
(928) 779-0470 Fax (928) 779-5479

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- 00720 GENERAL CONDITIONS
- 00730 SUPPLEMENTS AND AMENDMENTS TO THE GENERAL CONDITIONS

DIVISION 1 – GENERAL REQUIREMENTS

- 01100 SUMMARY OF WORK
- 01210 ALLOWANCES
- 01260 CONTRACT MODIFICATION PROCEDURES
- 01290 PAYMENT PROCEDURES
- 01310 PROJECT MANAGEMENT AND COORDINATION
- 01320 CONSTRUCTION PROGRESS DOCUMENTATION
- 01330 SUBMITTAL PROCEDURES
- 01420 REFERENCES
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SECTION 00500 – AGREEMENT FORM

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. The form of agreement between the Owner and Contractor shall be the Standard Form of Agreement between Owner and Contractor, AIA Document A101 (2006 edition) as modified. This form shall be utilized in conjunction with the General Conditions of the Contract for Construction AIA 201 (2006) as modified.

END OF SECTION 00500

SECTION 00600 – BONDS AND CERTIFICATES

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. The bid price shall include the cost of Payment and Performance Bonds. Bonds shall cover the faithful performance, labor and material (100%) of the Contract and payment of all obligations (100%) arising thereunder. Bonds shall be executed by Corporate Sureties licensed in Arizona.
- B. **CERTIFICATES OF INSURANCE REQUIREMENTS:** Without limiting any liabilities, or any other obligations, the Contractor shall purchase and maintain such insurance as will protect it, Owner and their departments, agencies, boards and commissions and all officers, agents and employees thereof from claims set forth below with may arise out of, or result from its operations under the Contract, whether such operations be by it or by any subordinate or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Certificate of Insurance acceptable to the Owner shall be filed by the Contractor prior to commencement of the work.
- C. **LIEN RELEASE REQUIREMENTS:** Upon completion of this Project and before final payment is made, the Contractor will furnish to the Owner written 100% lien releases from all subcontractors, material dealers and other participants doing work under this Contract.

END OF SECTION 00600

SECTION 00720 – GENERAL CONDITIONS

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. The General Conditions of the Contract for Construction, Standard Form AIA A201(2006 edition) as modified, hereinafter referred to as General Conditions, are hereby made part of the Contract Documents.
- B. The General Conditions are a part of the Contract and shall be binding on the General Contractor and all Subcontractors. They are hereby made a part of this document and shall be binding to the same extent as if they were written in full herein.

END OF SECTION 00720

SECTION 00730 – SUPPLEMENTS AND AMENDMENTS TO THE GENERAL CONDITIONS

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. In general, addenda or bulletins to specifications take precedence over original specification or earlier addenda. Work indicated or required shall be made the same as similar or corresponding elements which are fully specified.
- B. The Contractor shall comply with the true intent and meaning of the specifications taken as a whole. Any disputes over order of precedence shall be presented to the A/E for decision.
- C. Standards of quality and performance described in the specifications shall be understood to be minimum requirements only. When building codes or other legal authority demand higher standards, such legal requirements shall be met. When there is a conflict between two conditions or requirements, the most restrictive shall prevail.
- D. The specifications denote quality of material and workmanship.
- E. When the term “or equal” or “approved equal” or “equivalent to” is used, it shall be construed to mean approval by the A/E. Substitutions made without A/E approval shall be removed and replaced without additional cost to the Owner.
- F. WARRANTY: The Contractor/Applicator shall warrant the finish materials and installation of the refurbished bus shelter(s) and related components for a period of two years from the date of substantial completion.
- G. By submitting a bid and entering into Contract, the Contractor is agreeing to provide a complete and functional project, as generally represented by the Project Manual, and is recognizing that questions and ambiguities have been adequately addressed during bidding.
- H. CONSTRUCTION DOCUMENTS: Represent the finished project. They do not indicated the method of work.
- I. PERMITS AND FEES: Building permits will be paid for by the Owner. General Contractor is required to obtain the permit, following the Notice to Proceed. All other permits are to be paid by the Contractor. Development fees and public utility connection fees will, in general, be paid for by the Owner, unless otherwise noted in the project manual.
- J. TAXES: The bid shall include all appropriate state and local taxes. The bidder shall be responsible for confirming local tax rates.
- K. TESTING SERVICES: The Owner will appoint, employ and pay for services of an independent testing service to provide geotechnical and on-site construction material testing. The Contractor shall coordinate testing requirements with this independent company. The contractor shall provide all other quality control testing as specified in the Project Manual.

END OF SECTION 00730

SECTION 01100 – SUMMARY OF WORK

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. The work of this project consists of the rehabilitation increments of two bus stop shelter(s) and their related bench(es) and trash receptacle(s) as determined by the capacity of a flatbed truck. The components of the bus tops are powder coated and exhibit mild to severe corrosion.
 - 1. The method of rehabilitation is to apply high-performance coatings which consists of the field disassembly of the shelter, the transportation of the components – including benches and trash receptacles, to a shop environment for sandblasting, cleaning, and application of a high-performance coating system. After the components have been re-coated, they are to be transported to the site for reinstallation.
 - 2. All screws and bolt assemblies are to be replaced with 18-8 stainless steel bolts. Where required, anchor bolts are to be replaced with 316 stainless bolts, epoxied into the existing concrete slab. When anchor bolts are to be replaced, the entire shelter is to offset to avoid the old bolts.
 - 3. The Owner (NAIPTA) will remove all glass, polycarbonate glazing signage before assembly of the shelter and reinstall after shelter installation.

- B. The structures involved are generally of three manufacturers:
 - a. Summit Shelters.
 - b. Lacor Shelters.
 - c. Tolar Shelters.

NAIPTA has identified 27 shelter locations that need rehabilitation.

END OF SECTION 01100

SECTION 01210 – ALLOWANCES

PART 1 - GENERAL

I.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division I Specification Sections, apply to this Section.

I.2 SUMMARY

- A. This Section includes administrative and procedural requirements for governing allowances.
 - I. Certain materials and conditions are specified in the Contract Documents by allowances. In some cases, these allowances affect installation. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and field conditions when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - I. Lump-sum allowances. Allowance is for subcontractor or direct cost of work involved. Contractor OH&P is in contract sum, not in allowance items. Any unused allowance items will return to the Owner.

I.3 SUBMITTALS

- A. Submit proposals for purchase of products to systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 1:

1. Shelter components that cannot be cleaned by sand blasting or otherwise damages such as dents and gouges. Grind remaining rust from repairable surfaces.
2. Repair grinded surfaces and dents, etc. with Bondo as manufactured by 3M Corporation; in accordance with Manufacturer's Amount \$2,000 per shelter.

B. Allowance No. 2:

1. Where corroded anchor bolts are discovered, cut all anchor bolts flush with concrete surface. Replace anchor bolts with HILTI HIT-Z-R 1/2" x 4 1/2" MC/160 316 Stainless Steel offset from original location. Drill concrete in offset location and inject with HIT HY200-A Hybrid Adhesive. Amount \$1,000 per shelter.

END OF SECTION 01210

SECTION 01260 – CONTRACT MODIFICATION PROCEDURES

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. Owner's Representative will issue supplemental instructions authorizing Minor Changes in Work, not involving adjustments to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."
- B. OWNER INITIATED PROPOSAL REQUESTS: Architect will issue a detailed description of proposed changes in the Work that may require adjustment of the Contract Sum or the contract Time. If necessary, the description will include supplemental Specifications.
- C. CONTRACTOR INITIATED PROPOSALS: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect.
- D. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

END OF SECTION 01260

SECTION 01290 – PAYMENT PROCEDURES

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. SCHEDULE OF VALUES: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
- B. EACH APPLICATION FOR PAYMENT: Shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- C. PAYMENT APPLICATION TIMES: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each application for payment is the period indicated in the Agreement.
- D. PAYMENT APPLICATION FORMS: Use AIA Document G702 and AIA Document G703 continuation sheets as form for Applications for Payment.
- E. APPLICATION PRESENTATION: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
- F. TRANSMITTAL: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
- G. WAIVERS OF MECHANIC'S LIEN: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors and suppliers for construction period covered by the previous application.
- H. INITIAL APPLICATION FOR PAYMENT: Administrative actions and submittals that must precede or coincide with submittal of first Application of Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of Values.
 - 3. Contractor's Construction Schedule (preliminary if not final).
- I. APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100% completion for portion of the work claimed as substantially complete.
- J. FINAL APPLICATION PAYMENT: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, included by not limited to, the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees and similar obligations were paid.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. AIA Document G707, "Consent of Surety to Final Payment."

END OF SECTION 01290

SECTION 01310 – PROJECT MANAGEMENT AND COORDINATION

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. **COORDINATION:** Coordinate construction operations included in different sections of the Specifications to ensure efficient and orderly installation of each part of the work. Coordinate construction operations, included in different sections; that depend on each other for proper installation, connection and operation.
 - 1. Coordinate field work for the disassembly and reinstallation of the shelter with the City of Flagstaff (see section 01210: Allowances) and Owner when traffic control is required. Provide the Owner with (1) week advanced notice.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items are required notices, reports and list of attendees at meetings.
- C. **ADMINISTRATION PROCEDURES:** Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the work. Such administrative include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Pre-installation.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
 - 9. Project closeout activities.
- D. **CONSERVATION:** Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water and materials.
- E. **KEY PERSONNEL NAMES:** Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project Site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to the Project.

END OF SECTION 01310

SECTION 01320 – CONSTRUCTION PROGRESS DOCUMENTATION

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. COORDINATOR PREPARATION AND PROCESSING: Of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. COORDINATE CONTRACTOR'S CONSTRUCTION SCHEDULE: With the Schedule of Values, list of subcontracts, Submittals of Schedule, progress reports, payment requests and other required schedules and reports.
 - I. Shop inspection by Owner (NAIPTA) during the preparation (sand blasting), priming and coating processes of the components is mandatory. Coordinate inspection times with the Owner.
- C. PREPARATION: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication and delivery when establishing dates.
- D. GANTT-CHART SCHEDULE: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for commencement of the work. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of the Project.
- E. PREPARATION: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line for construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

END OF SECTION 01320

SECTION 01330 – SUBMITTAL PROCEDURES

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. COORDINATION: Coordinate preparation and processing of submittals with performance of construction activities.
- B. SUBMITTAL SCHEDULE: Comply with requirements in Division I Section “Construction Progress Documentation” for list of submittals and time requirements for scheduled performance of related construction activities.
- C. TRANSMITTAL: Use Architect’s standard transmittal form for all submittals.
- D. QUANTITY: Provide 4 copies of all submittals, unless noted otherwise. Two sets will be returned to the contractor.
- E. PROCESSING TIME: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect’s receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the work to permit processing, including resubmittals.
- F. DEVIATIONS: Highlight or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. RESUBMITTALS: Make resubmittals in same form and number of copies as initial submittal.
- H. DISTRIBUTION: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. PRODUCT DATA: Collect information into a single submittal for each element of construction and type of product or equipment.
- J. SAMPLES: Submit samples for review of kind, color, pattern and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual components as delivered and installed.
- K. SUBCONTRACTOR LIST: Prepare a written summary identifying individuals or firms proposed for each portion of the work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specifications Section(s) covered by subcontract.
- L. QUALIFICATION DATA: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names, addresses, names and addresses of architects and owners, and other information specified.

**NAIPTA BUS SHELTER REHABILITATION
PROJECT NO. 15006**

- M. **MANUFACTURER'S CERTIFICATE:** Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- N. **FIELD TEST REPORTS:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- O. **Material Safety Data Sheets (MSDS):** Submit information directly to Owner; do not submit to Architect.
- P. **REVIEW EACH SUBMITTAL:** Check for coordination with other work of the contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to the Architect.
- Q. **ARCHITECT'S ACTION:** Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- R. **ACTION SUBMITTALS:** Architect will review and summarize comments on the standard transmittal cover sheet. Approval of submittals is a working review and does not change requirements of the contract.
- S. **PARTIAL SUBMITTALS:** Are not acceptable, will be considered non-responsive, and will be returned without review.

END OF SECTION 01330

SECTION 01420 – REFERENCES

PART I - GENERAL

I.1 RELATED DOCUMENTS

A. DEFINITIONS:

1. “Approved”: When used to convey Architect’s action on Contractor’s submittals, applications and requests, “approved” is limited to Architect’s duties and responsibilities as stated in the Conditions of the Contract.
2. “Directed”: A command or instruction by Architect. Other terms including “requested”, “authorized”, “selected”, “approved”, “required”, and “permitted” have the same meaning as “directed”.
3. “Indicated”: Requirements expressed by graphic representations or in written form on drawings, in Specifications and in other Contract Documents. Other terms including “shown”, “noted”, “scheduled” and “specified” have the same meaning as “indicated”.
4. “Regulations”: Laws, ordinances, statutes and lawful orders issued by authorities having jurisdiction and rules, conventions and agreements within the construction industry that control performance of the work.
5. “Furnish”: Supply and deliver to Project site, ready for unloading, unpacking, assembly installation, and similar operations.
6. “Install”: Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.
7. “Provide”: Furnish and install, complete and ready for the intended use.
8. “Project Site”: Space available for performing construction activities. The extent of Project Site is land which each bus stop shelter is located.

B. APPLICABILITY OF STANDARDS: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to extent referenced. Such standards are made a part of the Contract Documents by reference.

C. PUBLICATION DATES: Comply with standards in effects as of date of the Contract Documents, unless otherwise indicated.

D. COPIES OF STANDARDS: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

E. MANUFACTURER’S RECOMMENDATIONS: All work shall be installed strict conformance with the manufacturer’s requirements and recommendations.

END OF SECTION 01420

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. GENERAL: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. TESTS AND INSPECTIONS: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. FIRE EXTINGUISHERS: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- D. SANITARY FACILITIES: Provide temporary toilets, wash facilities and drinking water for use of construction personnel, if required by Owner. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. BARRICADES, WARNING SIGNS AND LIGHTS: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lights.
- F. TRAFFIC CONTROL: Specific sites may require traffic control during disassembly, remodel and reinstallation of the shelters. Coordinate work with the Owner and the City of Flagstaff prior to bidding. The City will require a permit for traffic control where it is determined to be necessary. (See section 01210: Allowances)
- G. EXISTING ANCHOR BOLTS: Bolts are to be covered or the site barricaded to protect the public from injury between the removal and reinstallation of the shelter(s). Where anchor bolt(s) are determined to be corroded or otherwise damaged, all anchor bolts for the shelter are to be removed or cut-off flush with the existing concrete surface. When anchors are removed, new 316 stainless steel anchor bolts are to be installed by drilling the concrete slab and embedding in epoxy formulated for this purpose (HILTI HIT-HY 200-A Hybrid Adhesive).
- H. DISASSEMBLY AND REINSTALLATION: Work must not interfere with the bus stop operation. Arrangements must be made to work outside the bus stop turnout and right-of-way.
- I. ANCHOR BOLTS: HILTI HIT-Z- R 1/2" x 4 1/2" MC/160 316 Stainless Steel anchor bolts and HIT HY 200-A Injectable Hybrid Adhesive.

END OF SECTION 01500

SECTION 01520 – CONSTRUCTION WASTE MANAGEMENT

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. GENERAL: Except for items or materials to be salvaged, recycled or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

END OF SECTION 01520

SECTION 01600 – PRODUCT REQUIREMENTS

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. DELIVER, STORE AND HANDLE PRODUCT: Using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. WARRANTIES SPECIFIED IN OTHER SECTIONS: Shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- C. SPECIAL WARRANTIES: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
- D. GENERAL PRODUCT REQUIREMENTS: Provide products that comply with the Contract Documents.
 - I. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- E. PRODUCT SUBSTITUTIONS: Architect will consider Contractor's request for substitution when requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other work by Owner, and similar considerations. If these are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements.

END OF SECTION 01600

SECTION 01700 – EXECUTION REQUIREMENTS

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. EXISTING CONDITIONS: The existence and location of site improvements, utilities, and other construction may vary from site to site. Before beginning work, investigate and verify the existence and location of electrical systems and other construction affecting the Work.
- B. ACCEPTANCE CONDITIONS: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
- C. INSTALLATION:
 - 1. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
 - 2. Re-install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
 - 3. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
 - 4. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- D. PROGRESS CLEANING:
 - 1. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for public areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 2. Site: Maintain Project site free of waste materials and debris.
 - 3. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 4. Installed Work: Where applicable, keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
 - 5. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- E. PROTECTION OF INSTALLED CONSTRUCTION: Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion. Comply with manufacturer's written instructions for temperature and relative humidity.
- F. CORRECTION OF THE WORK: Repair or remove and replace defective construction. Restore damaged substrates and finishes. Restore permanent facilities used during construction to their specified condition. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01700

SECTION 01770 – CLOSEOUT PROCEDURES

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. **SUBSTANTIAL COMPLETION:** Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
- B. **INSPECTION:** Submit a written request for inspection for Substantial Completion. On receipt of request, Architect or Owner will either proceed with inspection or notify Contractor of unfulfilled requirements.
- C. **FINAL COMPLETION:** Before requesting final inspection for determining date of Final Completion, complete the following:
 - 1. Submit a final Application for Payment according to Division I Section "Payment Procedures."
 - 2. Instruct Owner's personnel in maintenance of products.
- D. **FINAL CLEANING:** Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

END OF SECTION 01770

SECTION 01781 – PROJECT RECORD DOCUMENTS

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. RECORD SPECIFICATIONS: Submit one copy of Project's Specifications, including addenda and contract modifications.
- B. RECORD PRODUCT DATA: Submit one copy of each Product Data submittal.

END OF SECTION 01781

SECTION 01782 – MAINTENANCE DATA

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. FINAL SUBMITTAL: Submit 3 copies of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.
- B. ORGANIZATION: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system.
- C. TABLE OF CONTENTS: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

END OF SECTION 01782

SECTION 09960 – HIGH-PERFORMANCE COATINGS

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

I.2 SUMMARY

- A. Section includes the shop cleaning, repair and coating of all parts of the bus shelter, benches, trash receptacles and other accessories.
 - 1. Steel components.
 - 2. Aluminum components.

I.3 DEFINITIONS

- A. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.

I.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include preparation requirements and application instructions. Submit product data in accordance with section 01330 Submittal Procedures.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
- C. Samples for Verification: For each type of coating system and in each color and gloss of topcoat indicated.
 - 1. Submit samples on rigid backing, 8 inches square.
 - 2. Step coats on samples to show each coat required for system.
 - 3. Label each coat of each sample.
 - 4. Manufacturer's material safety data sheets (MSDS).

I.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials from the same product run; that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Coatings: 1 gal. of each material and color applied.

I.6 QUALITY ASSURANCE

A. Standard of Acceptance:

1. Final coat to exhibit uniformity of color and uniformity of gloss across full surface area.

I.7 DELIVERY, STORAGE AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

I.8 FIELD CONDITIONS

A. Do not install shelter in snow, rain or other adverse conditions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by the following:

1. Carboline Company.

2.2 HIGH-PERFORMANCE COATINGS, GENERAL

A. Material Compatibility:

1. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in coating system, provide products recommended in writing by manufacturers of topcoat for use in coating system and on substrate indicated.
3. Provide products of same manufacturer for each coat in coating system.

B. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction.

1. Non-flat Paints and Coatings: 150 g/L.
2. Zinc-Rich Industrial Maintenance Primers: 340 g/L.

C. Colors: Match existing powder coat colors, or as selected by the Owner.

2.3 METAL PRIMERS

- A. Primer, Zinc-Rich, Epoxy (steel):
 - I. Carbozinc 859 in organic zinc rich epoxy applied at 3.0 – 5.0 mils.
- B. Primer, Epoxy Polyamide with corrosion inhibitor zinc phosphate (aluminum).
 - I. Carboguard 893SG applied at 3.0 – 6.0 mils.

2.4 SILOXANE COATINGS

- A. Modified siloxane hybrid, gloss (gloss level 6) (steel and aluminum):
 - I. Basis of Specification: Carboxane 2000.

2.5 SOURCE QUALITY CONTROL

- A. Testing of Coating Materials: Owner reserves the right to invoke the following procedures:
 - 1. Owner will engage the services of a qualified testing agency to sample coating materials. Contractor will be notified in advance and may be present when samples are taken. If coating materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed and certified by testing agency.
 - 2. Testing agency will perform tests for compliance with product requirements.
 - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove non-complying coating materials from Project site, pay for testing and recoat surfaces coated with rejected materials. Contractor will be required to remove rejected materials from previously coated surfaces if, on recoating with complying materials, the two coatings are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator and Owner's representative present, for compliance with requirements for conditions affecting performance of the work.
- B. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - I. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.

Remove glazing, light, solar panel, signs and similar items already in place that are removable and are not to be painted.

3.3 CLEANING

- A. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.
- B. Steel Substrates: Remove existing powder coat, rust and loose mill scale. Clean using methods:
 - 1. SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning" (steel).
 - 2. Grind/ Bondo components where rusted areas are not visible or exposed.
- C. Aluminum Substrates:
 - 1. SSPC-SP 6/NACE No.3, "Commercial blast cleaning (aluminum)".

3.4 APPLICATION

- A. Apply high-performance coatings according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
 - 1. Use applicators and techniques suited for coating and substrate indicated.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color and appearance.
- D. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections. Produce sharp glass lines and color breaks.

3.5 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner will engage the services of a qualified testing and inspecting agency to inspect and test coatings for dry film thickness.
 - 1. Contractor shall touch up and restore coated surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied coating does not comply with coating manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with coating manufacturer's written recommendations.

- B. Owner Inspection: Owner will schedule at least one shop inspection to review quality of work in progress.

3.7 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags and other discarded materials from Project site.
- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scarping or other methods. Do not scratch or damage adjacent finished surfaces.
- C. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

3.8 EXTERIOR HIGH-PERFORMANCE COATING SCHEDULE

- A. Steel Substrates:
 - I. Pigmented Modified Siloxane Hybrid over Epoxy Zinc-Rich Primer System:
 - a. Prime Coat: Primer, zinc-rich epoxy at 3-5 mils DFT.
 - b. Topcoat: Carboxane 2000, gloss (Gloss Level 6) at 2-3 mils DFT.
- B. Aluminum Substrates:
 - I. Pigmented Modified Siloxane Hybrid over Epoxy Polyamide with corrosion inhibitor.
 - a. Prime Coat: Primer, epoxy polyamide with zinc phosphate corrosion inhibitor at 3.0 – 6.0 mils.
 - b. Topcoat: Carboxane 2000, gloss (Gloss Level 6) at 2-3 mils DFT.

END OF SECTION 09960

Exhibit A: Required Certifications and Clauses

FORM B: DISCLOSURE OF RESPONSIBILITY STATEMENT

Pg 1 of 2

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
-

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor. (See procurement policy section 7.2 for types of offenses.)
-

3. List any convictions or civil judgments under state or federal antitrust statutes.
-

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
-

5. List any prior suspensions or debarments by any governmental agency.
-

6. List any contracts not completed on time.
-

7. List any penalties imposed for time delays and/or quality of materials and workmanship.
-

8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.
-

Exhibit A: Required Certifications and Clauses

FORM B: DISCLOSURE OF RESPONSIBILITY STATEMENT

I, _____, as _____
Name of individual Title & Authority

Of _____, declare under oath that the above statements, including
(Company Name

any supplemental responses attached hereto, are true.

Signature

NOTARY:

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____,

201__ by _____ representing him/herself to be

_____ of the company named herein.

Notary public

My Commission expires:

Exhibit A: Required Certifications and Clauses

FORM C: NON-COLLUSION AFFIDAVIT

_____ being first duly sworn deposes and says:
(Name of Company Representative)

That she/he is _____ of _____
(Title) (Name of Company)

and that pursuant to Section 112 (C) of Title 23 USC, he/she certifies as follows:

That neither he/she nor anyone associated with the said

_____ (Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding for the proposal for the:

**RFP 2016-108
Bus Stop Amenity Fabrication, Installation, & Rehabilitation**

NOTARY:

State of _____

County of _____

Subscribed and sworn to before me on this ____ day of _____,

201__ by _____ representing him/herself to be

_____ of the company named herein.

Notary public

My Commission expires:

Exhibit A: Required Certifications and Clauses

Federal Transit Administration (FTA) Required Clauses and Certifications

This procurement is being funded, in whole or in part, with federal funds through Federal Transit Administration (FTA). As consequence of that funding, the following FTA mandated provisions are included in this proposal.

1. No Obligation by the Federal Government

- (1) NAIPTA and the Contractor acknowledge and agree that: Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the Contract and shall not be subject to any obligations or liabilities to the NAIPTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Contract.
- (2) The Contractor shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-Contractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges and agrees that:

- (1) The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which work under this Contract is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) If the Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C, § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor shall include the above two (2) clauses in each subcontract financed in whole or in part with federal assistance provided by FTA and each such clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Exhibit A: Required Certifications and Clauses

3. Access to Records

- (1) In accordance with 49 C.F.R, 18,36(i), the Contractor shall provide NAIPTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Pursuant to 49 C.F.R. 633.17, the Contractor shall provide the FTA Administrator or his authorized representatives including any PMO contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy such excerpts and transcriptions as are reasonably needed.
- (3) Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until NAIPTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- (4) FTA does not require the inclusion of these requirements in subcontracts.

4. Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract (the FTA Master Contract) between NAIPTA and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

5. Civil Rights (> \$10,000)

The following requirements apply to this Contract:

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor shall

Exhibit A: Required Certifications and Clauses

comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue.

- b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor shall comply with any implementing requirements FTA may issue.
- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor shall comply with any implementing requirements FTA may issue.
- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor shall comply with any implementing requirements FTA may issue.
- c) The Contractor shall include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- d) For assistance with a contract clause incorporating the requirements of the new Disadvantaged Business Enterprise rule in 49 CFR Part 26, contact the FTA HelpLine at www.ftahelpline.com.

Exhibit A: Required Certifications and Clauses

6. Termination (> \$10,000)

- (1) Termination for Convenience. NAIPTA may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in NAIPTA's sole and unfettered opinion, it is in NAIPTA's best interest to do so. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to NAIPTA for payment. If the Contractor has any property in its possession belonging to NAIPTA, the Contractor shall account for the same, and dispose of it in the manner NAIPTA directs.
- (2) Termination for Default (Construction) NAIPTA may terminate this Contract if: (a) Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this Contract or any extension; (b) if the Contractor fails to complete the work within this time; or (c) if the Contractor fails to comply with any other provisions of the Contract. Termination shall be effected by serving a notice of termination upon Contractor setting forth the manner in which the Contractor is in default. In this event, NAIPTA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to NAIPTA resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by NAIPTA in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages if: (a) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; or, (b) the Contractor within ten (10) days from the beginning of any delay, notifies NAIPTA in writing of the causes of delay. If in the judgment of NAIPTA the delay is excusable, the time for completing the work shall be extended. The judgment of NAIPTA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination, of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of NAIPTA.

Opportunity to Cure: In case of a termination for breach or default, NAIPTA may, in its sole and unfettered discretion, allow the Contractor ten (10) calendar days within which to cure the defect. Should a cure period be granted, the notice of termination will state the time period within which cure is permitted together with other appropriate conditions.

If the Contractor fails to remedy the breach or default of any of the terms,

Exhibit A: Required Certifications and Clauses

covenants, or conditions of this Contract to NAIPTA's satisfaction within ten (10) calendar days after receipt by the Contractor of written notice from NAIPTA setting forth the nature of said breach or default, then, and in that event, NAIPTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude NAIPTA from also pursuing all available remedies against Propose and its sureties for said breach or default.

Waiver of Remedies for any Breach: Should NAIPTA elect to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by NAIPTA shall not limit NAIPTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

7. Disadvantaged Business Enterprises (Forms G, H, I, & J)

a. This Contract is subject to the requirements of Title 49, CFR, Part 26, and participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The agency's overall goal for DBE participation is 3.82% with 3.82% race neutral goal. A contract goal has not been established for this procurement.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of the DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or other such remedy as NAIPTA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFP 26.13(b)).

c. Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from NAIPTA.

e. The Contractor must promptly notify NAIPTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to

Exhibit A: Required Certifications and Clauses

complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of NAIPTA.

8. **Incorporation of FTA Terms (Form D)**

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. **All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference.** Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the City that would cause NAIPTA to be in violation of the FTA terms and conditions.

9. **Debarment and Suspension (> \$25,000) (Form E)**

The Contractor certifies that neither it nor its "principals" [as defined at 49 CFR 29.995, or affiliates, [as defined at 49 CFR 29.905] are excluded or disqualified [as defined at 49 CFR 29.940 and CFR 29.945]. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

** For contracts over \$25,000, : The Contractor shall be required to submit a certified copy of Attachment 49 CFR Part 29b Debarment Cert with this proposal.

10. **Buy America (> \$100,000) (Form K)**

The Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchase (currently less than \$100,000) made with capital, operating, or planning funds.

The Contractor, as a condition of responsiveness, shall submit with the proposal a completed Buy America certification form, ATTACHMENT 49 CFR 661.6, if applicable.

11. **Disputes (> \$100,000)**

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the Contract Specialist (Lead) or his designee. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Public Transit Director or

Exhibit A: Required Certifications and Clauses

the Director's designee. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Public Transit Director or the Director's designee shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute: Unless otherwise directed by NAIPTA, the Contractor shall continue performance under the Contract while matters in dispute are being resolved.

Claims for Damages: Should either party to this Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose act it is legally liable, a claim for damages therefore shall be made in writing to such other party within five (5) calendar days after the first observance of such injury of damage.

Remedies: Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between NAIPTA and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a State court of competent jurisdiction within the State of Arizona.

Rights and Remedies: The duties and obligations imposed by the Contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by NAIPTA or the Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed upon in writing.

12. Lobbying (> \$100,000) (Form F)

- (1) Contractor certifies that no federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of NAIPTA, any federal 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 federally appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of NAIPTA, any federal 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 Contractor shall complete and submit

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Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

- (3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A3801, et.seq., apply to this certifications and disclosure if any.
- (5) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000, and not more than \$100,000, for each such failure. See Attachment 49 CFR Part 20 Lobbying Certification.

13. Clean Air (> \$100,000)

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor shall report each violation to NAIPTA and understands and agrees that NAIPTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor shall also include these requirements in each subcontract exceeding \$100,000 financed in whole or part with federal assistance provided by FTA.

14. Clean Water (> \$100,000)

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor shall report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor shall also include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. Cargo Preference (for all ocean vessel transportation)

Contractor shall: (a) use privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the Contract, to the extent such vessels are available at fair and reasonable rates for United States - Flag commercial vessels; (b) furnish within twenty (20) working days following the

Exhibit A: Required Certifications and Clauses

date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590, and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading); and, (c) include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

16. Fly America (for all foreign air transportation)

Contractor shall comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, Contractor shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

17. Davis-Bacon and Copeland Anti-Kickback Acts (construction > \$2,000)

1. Minimum wages –

- i. 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 paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans,

Exhibit A: Required Certifications and Clauses

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 classifications and wage rates conformed under paragraph (1)(ii) of this section) 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. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - 1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), 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; and
 - 4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
 - B. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 the contracting officer 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 the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

Exhibit A: Required Certifications and Clauses

- C. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - D. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, 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.
- v. A. The contracting officer shall require that 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - 1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - 2. The classification is utilized in the area by the construction industry; and

Exhibit A: Required Certifications and Clauses

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 the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, 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 the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - C. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - D. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, 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.
2. **Withholding** - NAIPTA 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

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by the contract, NAIPTA 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.

3. Payrolls and basic records –

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working 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.

- ii.
 - A. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NAIPTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. 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.

Exhibit A: Required Certifications and Clauses

- 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 section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 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 Regulations, 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)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration 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, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees –

- i. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide

Exhibit A: Required Certifications and Clauses

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 of the Wage and Hour Division of the U.S. Department of Labor 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

Exhibit A: Required Certifications and Clauses

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 classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate 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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration 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 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

Exhibit A: Required Certifications and Clauses

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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility –

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

18. Contract Work Hours and Safety Standards Act (> \$100,000)

- (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 to 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 base 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 paragraph (1) of this section 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 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 paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages – NAIPTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be

Exhibit A: Required Certifications and Clauses

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 Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the 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 paragraph (2) of this section.

- (4) Subcontracts – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section 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 paragraphs (1) through (4) of this section.

19. Bonding Requirements (> \$100,000)

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts.

Bid Bond Requirements (Construction)

- a) Bid Security: A Bid Bond must be issued by a fully qualified surety company acceptable to NAIPTA and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.
- b) Rights Reserved: In submitting this Bid, it is understood and agreed by bidder that the right is reserved by NAIPTA to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of NAIPTA.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of NAIPTA, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of NAIPTA's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has

Exhibit A: Required Certifications and Clauses

been retained by NAIPTA as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense NAIPTA for the damages occasioned by default, then the undersigned bidder agrees to indemnify NAIPTA and pay over to NAIPTA the difference between the bid security and NAIPTA's total damages, so as to make NAIPTA whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

- a) Performance bonds
 - 1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless NAIPTA determines that a lesser amount would be adequate for the protection of NAIPTA.
 - 2. NAIPTA may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. NAIPTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- b) Payment bonds
 - 1. The penal amount of the payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million; or
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and one half million if the contract price is more than \$5 million.
 - 2. If the original contract price is \$5 million or less, NAIPTA may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the NAIPTA's interest.

- a) The following situations may warrant a performance bond:
 - 1. NAIPTA property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
 - 2. A contractor sells assets to or merges with another concern, and NAIPTA, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
 - 3. Substantial progress payments are made before delivery of end items starts.

Exhibit A: Required Certifications and Clauses

4. Contracts are for dismantling, demolition, or removal of improvements.
- b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
 1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless NAIPTA determines that a lesser amount would be adequate for the protection of NAIPTA.
 2. NAIPTA may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. NAIPTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the NAIPTA's interest.
- d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
 1. The penal amount of payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million; or
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. NAIPTA shall determine the amount of the advance payment bond necessary to protect NAIPTA.

Patent Infringement Bonding Requirements (Patent Indemnity) The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. NAIPTA shall determine the amount of the patent indemnity to protect NAIPTA.

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to NAIPTA, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by NAIPTA, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Exhibit A: Required Certifications and Clauses

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by NAIPTA and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to NAIPTA. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to NAIPTA written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

20. Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

21. Energy Conservation

Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State of Arizona Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

22. Conformance with Intelligent Transportation System (ITS) Architecture

This project will receive a systems engineering analysis to ensure it conforms to the National ITS Architecture and complies with the locally-approved plan for regional ITS architecture.

23. Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, NAIPTA shall specify the amount of federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

Exhibit A: Required Certifications and Clauses

Form D: Overall Federal Regulation Compliance

All contractual provisions required by State and Federal Transit Administration (FTA), as set forth in FTA Circular 4220.1F are hereby incorporated into this contract by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, or fail to perform any act, or refuse to comply with any NAIPTA requests which would cause NAIPTA to be in violation of the FTA terms and conditions.

Vendor Representative

Date

Vendor

Exhibit A: Required Certifications and Clauses

Form E: Debarment and Suspension Certification (Lower Tier Covered Transaction) (Attachment 49 CFR 29 Subpart C)

(To be submitted with a bid or Offer exceeding the small purchase for Federal assistance programs, currently \$25,000.)

The prospective lower tier participant (Offeror) certifies, by submission of this Offer, that neither it nor its “principals” as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective lower tier participant (Offeror) is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an “X” in the following space _____.

THE BIDDER OR OFFEROR, _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

_____ Signature of the Bidder or Offeror’s Authorized Official

_____ Name & Title of the Bidder or Offeror’s Authorized Official

_____ Date

Exhibit A: Required Certifications and Clauses

Form F: Lobbying Certification (Attachment 49 CFR 20)

(To be submitted with a bid or Offer exceeding \$100,000)

The Bidder or Offeror certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. 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 thereof.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 (as amended by “Government wide Guidance for New Restrictions on Lobbying”, 61 Fed.Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995) Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

THE BIDDER OR OFFEROR, _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Signature of the Bidder or Offeror’s Authorized Official

Name & Title of the Bidder or Offeror’s Authorized Official

Date

Exhibit A: Required Certifications and Clauses

**Form G: Disadvantaged Business Enterprises Compliance Certification
(Attachment 49 CFR Part 26)**

Prime Contractors:

Please indicate your DBE status, and declare any DBE subcontractors you may use. All declared DBE businesses involved in this contract must complete Attachment DBE.5 and return to NAIPTA. All primary contracts must provide a completed DBE compliance certification.

DBE COMPLIANCE CERTIFICATION

I hereby certify that the Offeror has complied with the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in DOT Programs.

Signature of the Bidder or Offeror's Authorized Official

Name & Title of the Bidder or Offeror's Authorized Official

Date

Exhibit A: Required Certifications and Clauses

Form H: Disadvantaged Business Enterprises Certification (Attachment 49 CFR Part 26)

Pg 1 of 2

Complete this section only if it applies to your firm

AFFIDAVIT OF CERTIFICATION

This form must be signed and notarized for each owner upon which disadvantaged status is relied.

A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS APPLICATION IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION, REVOCATION OF A PRIOR APPROVAL, INITIATION OF SUSPENSION OR DEBARMENT PROCEEDINGS, AND MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.

I _____ (full name printed), swear or affirm under penalty of law that I am _____ (title) of applicant firm _____ (firm name) and that I have read and understood all of the questions in this application and that all of the foregoing information and statements submitted in this application and its attachments and supporting documents are true and correct to the best of my knowledge, and that all responses to the questions are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately identify and explain the operations, capabilities and pertinent history of the named firm as well as the ownership, control, and affiliations thereof.

I recognize that the information submitted in this application is for the purpose of inducing certification approval by a government agency. I understand that a government agency may, by means it deems appropriate, determine the accuracy and truth of the statements in the application, and I authorize such agency to contact any entity named in the application, and the named firm's bonding companies, banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm's eligibility.

I agree to submit to government audit, examination and review of books, records, documents and files, in whatever form they exist, of the named firm and its affiliates, inspection of its places(s) of business and equipment, and to permit interviews of its principals, agents, and employees. I understand that refusal to permit such inquiries shall be grounds for denial of certification.

If awarded a contract or subcontract, I agree to promptly and directly provide the prime contractor, if any, and the Department, recipient agency, or federal funding agency on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I agree to provide written notice to the recipient agency or Unified Certification Program (UCP) of any material change in the information contained in the original application within 30 calendar days of such change (e.g., ownership, address, telephone number, etc.).

I acknowledge and agree that any misrepresentations in this application or in records pertaining to a contract or subcontract will be grounds for terminating any contract or subcontract which may be awarded; denial or revocation of certification; suspension and debarment; and for initiating action under federal and/or state law concerning false statement, fraud or other applicable offenses.

Exhibit A: Required Certifications and Clauses

**Form H: Disadvantaged Business Enterprises Certification
(Attachment 49 CFR Part 26)**

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I certify that I am a socially and economically disadvantaged individual who is an owner of the above-referenced firm seeking certification as a Disadvantaged Business Enterprise (DBE). In support of my application, I certify that I am a member of one or more of the following groups, and that I have held myself out as a member of the group(s) (circle all that apply):

Female Black American Hispanic American Native American
Asian- Pacific American Subcontinent Asian American
Other (specify) _____.

I certify that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified above, without regard to my individual qualities.

I further certify that my personal net worth does not exceed \$750,000, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I declare under penalty of perjury that the information provided in this application and supporting documents is true and correct.

Executed on _____
(Date)

Signature _____
(DBE Applicant)

NOTARY CERTIFICATE:

Exhibit A: Required Certifications and Clauses

**Form I: Disadvantaged Business Enterprises Individual Participation
(Attachment 49 CFR Part 26)**

NAIPTA (Individual) Intended Participation Affidavit

DISADVANTAGED BUSINESS ENTERPRISE
INTENDED PARTICIPATION AFFIDAVIT

BID NUMBER _____

PROJECT NUMBER _____

Directions:

1. An officer of the contractor(s) must sign this form.
2. A separate affidavit must be submitted for each proposed DBE.
3. All partial bid items must be fully explained. If not, the DBE will be assumed responsible for the entire item.
4. The affidavits must be submitted at the time of bid.

Name of DBE: _____

DBE Scope Items	Item Amount	DBE Credit (\$)
List items separately. Partial items must be explained. Use additional copies of this form if necessary.	Not to exceed total bid amount.	
Total		\$

Contractor Certification:

I certify that:

- My company has accepted a proposal from the DBE named above.
- My company has notified the proposed DBE of the contracted DBE commitment and this agreement is to be performed in accordance with DBE provisions of this contract.
- My company's use of the proposed DBE for the items of work listed above is a condition of the contract award.
- My company will invite the proposed DBE to attend the preconstruction meeting.
- My company is required to make sufficient reasonable efforts to subcontract either the same or other work to an alternative certified DBE equal to the amount to attain the DBE commitment if a certified DBE is unable or unwilling to perform for work any part of the intended.
- I understand that failure to comply with the information shown on this form will be considered grounds for contract sanctions.

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statement made on this document are true and complete to the best of my knowledge.

Prime Contractor Name: _____

Date: _____

Officer Signature and Title:

Exhibit A: Required Certifications and Clauses

Form K: BUY AMERICA CERTIFICATION (Attachment 49 CFR Part 661)

(To be submitted with a bid or Offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: _____

Signature: _____

Title: _____

Company Name: _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Title: _____

Company Name: _____

General Decision Number: AZ160031 02/26/2016 AZ31

Superseded General Decision Number: AZ20150031

EXHIBIT E.1

State: Arizona

Construction Type: Building

County: Coconino County in Arizona.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	02/26/2016

ELEC0640-009 07/01/2015

	Rates	Fringes
ELECTRICIAN.....	\$ 27.00	9.53

ENGI0428-014 06/01/2015

	Rates	Fringes
POWER EQUIPMENT OPERATOR (1) Oiler.....	\$ 22.09	9.55

IRON0075-003 08/01/2015

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

- 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

LABO0383-005 11/01/2013

Rates	Fringes
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LABORER (MASON TENDER-BRICK).....\$ 18.63 4.35

 PLAS0394-001 07/01/2014

Rates Fringes

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

 * PLUM0469-002 07/01/2015

Rates Fringes

PLUMBER/PIPEFITTER

Cononino, Maricopa, and

Yuma.....\$ 36.45 18.45

Pima.....\$ 33.95 18.45

 * SFAZ0669-001 01/01/2016

Rates Fringes

SPRINKLER FITTER (Fire
 Sprinklers).....\$ 31.33 19.47

 SHEE0359-002 07/01/2015

Rates Fringes

SHEET METAL WORKER: (HVAC
 Duct Installation Only)
 Zone 1.....\$ 31.40 17.84

 SUAZ2012-019 05/30/2012

Rates Fringes

BRICKLAYER.....\$ 21.82 0.00

CARPENTER.....\$ 20.64 0.00

IRONWORKER, ORNAMENTAL.....\$ 18.43 0.00

IRONWORKER, REINFORCING.....\$ 14.11 0.00

LABORER: Common or General.....\$ 13.00 0.00

LABORER: Irrigation.....\$ 12.26 0.47

LABORER: Mason Tender -
 Cement/Concrete.....\$ 15.51 2.90

LABORER: Pipelayer.....\$ 15.14 0.88

LABORER: Power Tool Operator....\$ 14.85 4.20

MASON - STONE.....\$ 18.25 0.95

OPERATOR:
 Backhoe/Excavator/Trackhoe.....\$ 18.96 2.43

OPERATOR: Bulldozer.....\$ 20.54 6.31

OPERATOR: Crane.....	\$ 24.62	5.27
OPERATOR: Drill Rig Caissons....	\$ 19.06	2.39
OPERATOR: Drill.....	\$ 19.16	0.00
OPERATOR: Forklift.....	\$ 18.39	0.00
OPERATOR: Grader/Blade.....	\$ 21.39	4.26
OPERATOR: Loader (Front End)....	\$ 18.14	1.02
OPERATOR: Mechanic.....	\$ 18.00	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 21.00	3.77
OPERATOR: Roller.....	\$ 20.53	0.00
OPERATOR: Scraper.....	\$ 21.41	0.00
OPERATOR: Screed.....	\$ 22.17	4.42
OPERATOR: Trencher.....	\$ 16.24	1.34
PAINTER: Brush, Roller and Spray.....	\$ 17.33	1.25
ROOFER, Includes Waterproofing, and Installation of Metal Roofs.....	\$ 18.00	3.91
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 18.45	2.56
TILE FINISHER.....	\$ 12.50	0.00
TILE SETTER.....	\$ 15.54	0.84
TRUCK DRIVER: Dump Trucks.....	\$ 16.90	0.00
TRUCK DRIVER: Water Truck.....	\$ 15.81	0.00

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

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

The body of each wage determination lists the classification

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

EXHIBIT F

INSURANCE REQUIREMENTS

A. Contractor shall obtain and submit to NAIPTA before any Services are performed, certificates from the Contractor's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Contract Documents, but in no event shall the coverages and limits be less than those specified as follows:

1. Workers' Compensation:

Coverage A. Statutory Benefits.
Coverage B. Employer's Liability.

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

2. Commercial Auto Coverage:

Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

3. Commercial General Liability:

Each Occurrence Limit	\$1,000,000
Personal Injury/Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

Coverage must include a Waiver of Subrogation endorsement.

Both policy forms must include:

- A) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.
- B) Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor Work and to continue to name NAIPTA as an Additional Insured for the entire 10-year period.
- C) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
- D) Broad Form Property Damage coverage, including completed operations or its equivalent.
- E) An endorsement naming NAIPTA, each of the Partners, and any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
- F) An endorsement stating: “Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy.”
- G) Coverage must be on an “Occurrence” form. **“Claims Made”** and **“Modified Occurrence”** forms are not acceptable.
- H) Coverage to include general aggregate limits on a “per project” basis.

4. Excess Liability:

Umbrella Liability to extend the above liability coverages and limits to reach a total combined limit of:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

5. Errors & Omissions Liability

(Applicable any design/engineering services are part of Work)

Per Occurrence/Aggregate \$3,000,000-5,000,000

Note: higher coverage limits may be required under the Contract Documents, in which case such higher limits shall apply.

Any claims made retro-active data shall be clearly shown on the Certificate of Insurance and shall be effective prior to the commencement of any work

Coverage provided must have no exclusion for design-build projects. Designer must provide evidence of coverage for nine (9) years beyond completion of the Project in the form of a renewal insurance policy certificate and/or the purchase of an extended reporting period endorsement should the policy be cancelled or non-renewed

6. Pollution Legal Liability \$1,000,000

(Applicable as to any pollutants or hazardous waste exposures as part of Work)

Contractor shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Work.

7. Other Requirements

- A) All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation, non-renewal or material reduction in coverage.
- B) All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than A- VII. All coverage forms must be acceptable to NAIPTA.
- C) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the NAIPTA prior to commencement of any Work. Failure of NAIPTA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of NAIPTA to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. NAIPTA shall have the right, but not the obligation, to prohibit Contractor or any of its sub-Contractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by NAIPTA.
- D) Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.

- E) NAIPTA reserves the right, in its sole discretion, to require higher limits of liability coverage if, in NAIPTA's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.
 - F) In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
 - G) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
 - G) Contractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. NAIPTA shall be named as additional insured under such insurance.
- B. NAIPTA and Contractor waive all rights against each other and against NAIPTA and the Partners for damages caused by fire or other perils covered by Contractor's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance.
- C. Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, the Contractor shall comply with the more stringent provisions.