

TOWN OF HUACHUCA CITY

WATER TANK IMPROVEMENT PROJECT

COMMUNITY DEVELOPMENT BLOCK GRANT
CONTRACT No. 132-17



TOWN OF HUACHUCA CITY
500 N. GONZALES BLVD.
HUACHUCA CITY, AZ 85616
ADVERTISED JULY 23, 2017



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TOWN OF HUACHUCA CITY

INVITATION TO BID

WATER TANK PROJECT

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

Project Description

This federally funded project consists of rehabilitating the Town's 750,000 gallon above ground water storage tank. The work is generally described as follows:

The storage tank is located on the corner of Skyline and Gila Street in Huachuca City. In general, the work will involve cleaning and inspecting the tank, installing a second shell manway with davit arm, cleaning and lubricating level indicator parts, installing a new exterior ladder with safety climb device, installing an airbrake on the overflow, installing a confined space entry, replacing the roof vent, installing an interior ladder, sandblasting and painting interior & exterior surfaces.

Objective/Scope of Work

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

Bids

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

Sealed bids will be received in the office of the Town Clerk, 500 N. Gonzales Blvd., Huachuca City AZ until 3 p.m., on Tuesday, August 22, 2017, at which time all bids received will be opened and the amount of the total bid and alternates read aloud. Failure of the bidder to complete all of the bid documents may result in rejection of the bid. All bids should be identified as "Sealed Bid - Town of Huachuca City Water Tank Project".

A bid security in the form of a certified check, cashier's check or bid bond in the amount of five percent (5%) of the bid shall accompany each bid. Bonding companies issuing acceptable bonds in conjunction with this project must hold a certification of authority to transact surety business in Arizona as issued by the Director of the Department of Insurance. All bid security shall be made payable, without condition, to the Town of Huachuca City. Said bid security shall be considered liquidated damages and shall be

forfeited to the Town of Huachuca City in the event the bid is accepted and the successful bidder fails to execute the contract and furnish the required bonds within ten (10) working days after the notice of bid award.

The Town will NOT conduct a pre-bid conference and site inspection.

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

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

Copies of the bid document may be obtained at the Town of Huachuca City's website: www.huachucacityaz.gov. If you are interested in bidding, please register your contact info with the Town Manager, 520-456-1354, tmitchell@huachucacityaz.gov in order to receive any addenda.

Correspondence, questions and/or clarifications of the bidding procedure or federal requirements should be directed to: Bonnie Williams, CDBG Program Manager, SEAGO, 1403 W. Hwy 92, Bisbee, AZ 85603; (520) 432-5301 x 211; bwilliams@seago.org

Correspondence, questions and/or clarifications concerning the project scope should be directed to: Tammy J. Mitchell, Town Manager, 500 N. Gonzales Blvd., 520-456-1354, tmitchell@huachucacityaz.gov.

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

The Town of Huachuca City is an Affirmative Action/Equal Opportunity Employer

Dated this : July 23, 2017

Kenneth Taylor, Mayor

Instructions to Bidders

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

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

Bid Security, Performance Bond and Payment Bond

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

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

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

Insurance

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

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

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

Award of the Contract

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

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

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

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

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

Protest Procedure

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

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

BID PROPOSAL FORM
WATER TANK PROJECT

CONTRACT IDENTIFICATION AND NUMBER: CDBG #132-17

THIS BID IS SUBMITTED TO: The Town of Huachuca City
500 N. Gonzales Blvd.
Huachuca City, AZ 85616

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

Date	Addendum Number
_____	_____
_____	_____
_____	_____

- b. Bidder has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
 - c. Bidder specifies that the firm will not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order 2009-9 and all other applicable state and federal laws, regulations and Executive Orders.
 - d. Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures

at or contiguous to the site. Bidder acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.

- e. Bidder has correlated the information known to the bidder, observations and data within the contract documents.
 - f. Bidder has provided the Town written notice of all conflicts, errors, ambiguities or discrepancies that bidder has discovered in the contract documents and the written resolution thereof by Town is acceptable to bidder and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
 - g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself/herself any advantage over any other bidder or over the Town.
4. Bidder will complete the Base Bid work in accordance with the Scope of Work in the contract documents for the following price:

\$ _____ (numbers)

\$ _____ (words)

5. Bidder will complete Alternate No. 1 (exterior paint) in accordance with the contract documents for the following price:

\$ _____ (numbers)

\$ _____ (words)

Bidder will complete Alternate No. 2 (tank name plate) in accordance with the contract documents for the following price:

\$ _____ (numbers)

\$ _____ (words)

Bidder will complete Alternate No. 3 (passive node cathodic system) in accordance with the contract documents for the following price:

\$ _____ (numbers)

\$ _____ (words)

Bidder will complete Alternate No. 4 (valves) in accordance with the contract documents for the following price:

\$ _____ (numbers)

\$ _____ (words)

Bidder will complete Alternate No. 5 (foundation) in accordance with the contract documents for the following price:

\$ _____ (numbers)

\$ _____ (words)

6. Bidder agrees that the work will be fully completed and ready for final payment within *ninety (90) calendar days* after the date when the contract time commences.

7. Bidder accepts the provisions of the contract as to liquidated damages of ***\$100 per day*** for each consecutive calendar day in the event of failure to complete the work within the times specified in the contract.
8. The following documents are attached to and made a condition of this bid:
 - a. Required bid security in the form of _____
 - b. Sub-contractor and Material Suppliers List
 - c. LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
 - d. Certifications
9. Communications concerning this bid shall be addressed to:

Name: _____

Address: _____

Phone: _____

Submitted on (date): _____

AZ State Contractor License No: _____

Contractor DUNS No: _____

If bidder is:

An Individual

By (Signature of Individual):
Typed or Printed Name of Individual:
(dba):
Business Address:
Phone Number:

A Partnership

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

A Corporation

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

PROPOSAL CHECK LIST

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

SUB-CONTRACTORS AND MATERIAL SUPPLIERS LIST

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

Specialty	Sub-contractor/Material Supplier Name	License #

BID BOND
TOWN OF HUACHUCA CITY
WATER TANK PROJECT
CDBG #132-17

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

KNOW ALL MEN BY THESE PRESENTS,

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

The condition of this obligation is such, that whereas the Principal has submitted to the **TOWN OF HUACHUCA CITY**, the accompanying Bid Proposal, attached hereto and hereby made as part hereof to enter into a contract in writing for "**Bid for Huachuca City – Water Tank Project, CDBG #132-17**", and is hereinafter referred to as the Bid.

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

SIGNED AND SEALED THIS _____ day of _____, 2017

Principal _____

By _____

Attest: Surety _____

Title _____

Attest By _____

Title _____

CONTRACT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2017, by and between the Town of Huachuca City, Cochise County, State of Arizona (hereinafter called the "TOWN") acting herein by _____, the Mayor of the Town of Huachuca City, hereunto duly authorized, and _____ (hereinafter called the "CONTRACTOR") acting herein by _____ hereunto authorized.

WITNESSETH THAT:

The TOWN desires to engage the CONTRACTOR to render construction services for the Water Tank Project, CDBG Contract #132-17.

NOW, THEREFORE the parties do mutually agree as follows:

1. Work

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

The storage tank is located on the corner of Skyline and Gila Street in Huachuca City. In general, the work will involve cleaning and inspecting the tank, installing a second shell manway with davit arm, cleaning and lubricating level indicator parts, installing a new exterior ladder with safety climb device, installing an airbrake on the overflow, installing a confined space entry, replacing the roof vent, installing an interior ladder, sandblasting and painting interior & exterior surfaces.

2. Access to Information

It is agreed that all information, data reports, records and plans necessary for carrying out the work outlined above have been furnished to the CONTRACTOR by the TOWN and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the TOWN and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described in the Contract and any addendum.

3. Project Manager - Administration

The TOWN has designated South Eastern Arizona Governments Organization (SEAGO) as administration project manager. Bonnie Williams, CDBG Program Manager shall be empowered to perform all administrative functions as required for management of the project and verification of compliance with ADOH requirements.

4. Contract Times

The work will be completed and ready for final payment within ninety (90) calendar days of the date in the Notice to Proceed.

5. Liquidated Damages

TOWN and CONTRACTOR recognize that time is of the essence of this Agreement and that the TOWN will suffer financial loss if the work is not completed within the time specified. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, the TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the TOWN \$100.00 for each day that expires after the time specified for final completion until the work is complete and ready for final payment.

6. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed: [insert lump sum bid amount]. Originals of the Applications for Payment are to be submitted no later than the first day of the month to the Tammy J. Mitchell, Town Manager, 500 N. Gonzales Blvd., Huachuca City, AZ 85616. The Manager shall review and verify the percentage, progress and quality of work completed. The Manager will also submit a copy of the approved Application for Payment to: Bonnie Williams, CDBG Program Manager, SEAGO, at bwilliams@seago.org.

SEAGO shall verify compliant completion of all necessary documentation required by ADOH, including but not limited to, federal Labor Standards/Davis-Bacon. Should there be repeated non-compliance issues on the part of the CONTRACTOR, SEAGO is authorized to advise the TOWN to withhold payment until the issues are resolved.

The TOWN and CONTRACTOR mutually agree that the TOWN will make a progress payment based on the estimate of the work covered by the corresponding Application for Payment, subject to those conditions stipulated below and in other parts of the contract documents.

The TOWN will make payments in the amount equal to ninety percent (90%) of work completed (i.e. TOWN will retain ten percent (10%) of each estimate as additional guarantee for complete performance of the work), less the aggregate of payments previously made and less such deductions as the TOWN determines are appropriate to cover claims requiring a greater sum to be retained.

Except as qualified above, upon final completion and acceptance of the work or designated part of the work on which separate final completion and acceptance and contract price are specified and upon compliance with other terms and conditions of the contract documents, payment may be made in full, including retainage withheld less such deductions as the TOWN may withhold to cover claims requiring a greater sum to be retained and liquidated damages.

The TOWN may deduct from each progress payment and final payment an amount equal to the TOWN's estimate of the liquidated damages then due or that would become due based on the TOWN's estimate of late completion of the work if CONTRACTOR fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed to recover schedule.

7. Indemnification

CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations and shall exonerate, indemnify and hold harmless the TOWN and its agency members, SEAGO and the State of Arizona Department of Housing (ADOH) from and for any violation caused by him and shall assume full responsibility for payment of federal, state and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.

8. Miscellaneous Provisions

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

9. Project Familiarity and Identification of Conflicts

In order to induce the TOWN to enter into this Agreement, CONTRACTOR makes the following representation:

- a. CONTRACTOR has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

- b. CONTRACTOR has given the TOWN a written notice of all conflicts, errors or discrepancies discovered in the contract documents and the written resolution thereof is acceptable to the CONTRACTOR.
- c. CONTRACTOR has examined and carefully studied the contract documents and other related data identified in the bidding documents including any "technical data".
- d. CONTRACTOR is familiar with and satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

10. Insurance

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

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

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

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

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

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

The TOWN reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The TOWN shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies

and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of, the TOWN's rights to insist on strict fulfillment of CONTRACTOR'S obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the TOWN OF HUAHUCA CITY, its agents, officers, officials and employees as Additional Insured.

REQUIRED COVERAGE

Commercial General Liability

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

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc., Additional Insured, Form B, CG 20101185, and shall include coverage for CONTRACTOR's operations and products and completed operations.

Automobile Liability

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

Worker's Compensation

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

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

Certificates of Insurance

Prior to commencing work or services under this Contract, CONTRACTOR shall furnish the CITY with Certificates of Insurance, or formal endorsements as required by the Contract, issued by CONTRACTOR's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by the Contract are in full force and effect.

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

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

Cancellation and Expiration Notice

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

11. Timely Submission of Labor Standard Forms

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

12. Contract Documents

The contract documents which comprise the entire agreement between the TOWN and the CONTRACTOR concerning the work consist of the following:

- This Contract and Exhibit A, Terms and Conditions
- Specifications incorporated in the bidding documents
- Bidding documents including addenda acknowledged in CONTRACTOR bid
- Invitation to Bid
- Information for Bidders
- Bid Proposal
- Bid Bond
- Performance Bond
- Labor & Material Payment Bond
- List of Sub-Contractors
- Notice to Proceed

LS-2 Contractor Certification
LS-3 Sub-Contractor Certification
Certifications
Wage Rate Determination as provided in the Bid Document
SLS Form B, Point of Contact Information Sheet
SLS Form C, Professional Firm's Sub-Firm's Certification
SLS Form E, Project Wage Rate Classifications and Additional Classifications
LS-4, Weekly Payroll Reports
LS-5, Statement of Compliance
LS-7, Notice to All Employees
Standard Form 1444, Request to Conform an Additional Classification
LS-14, Fringe Benefits Documentation
LS-15, Authorization for Deductions
LS-17, Certification of Applicable Fringe Benefit Payments
Non-Discrimination Poster
EEO - Certification Poster
EEO - It's the Law Poster
LS-9, Record of Employee Interviews
LS-10, On-Site Inspection Report
LS-11, Labor Standards Investigative Reports
LS-12, Labor Standards Enforcement Report
S3B-1, Section 3 Assurance
S3B-2, Estimated Project Work Force Breakdown
S3B-3, Section 3 Business Self-Certification
S3P-1, JOBS! JOBS! JOBS! Section 3 Notice
S3P-2, Preliminary Resident Eligibility Determination
S3P-3, Employment Survey
S3R-1, Notice Documentation
S3R-2, Business Utilization Report
S3R-3, Applicant and New Hire Employment Report
Environmental Conditions (if any are included)

In the event of any conflict in the provision of these Contract Documents, these respective documents shall prevail.

13. Terms and Conditions

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

14. Certifications

This Agreement is subject to the provisions entitled "Certifications" which were submitted by the CONTRACTOR in the bid dated August 22, 2017 and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

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

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

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

17. Scrutinized Business Operations

Pursuant to A.R.S. Section 35-391.06 and 35-393.06, the contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. Section 35-391 and/or 35-393 as applicable. If the Owner determines that the contractor submitted a false certification, the Owner may impose remedies as provided by law including termination of this Contract.

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

Approved as to Form:

The Town of Huachuca City

City Attorney

Kenneth Taylor, Mayor

ATTEST:

CONTRACTOR:

Tammy J. Mitchell, Manager/Clerk

President

EXHIBIT A: TERMS AND CONDITIONS

1. Termination of Contract

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

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

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

2. Sanction, Penalties and Debarment

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

3. Changes

The TOWN may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the

TOWN and the CONTRACTOR, shall be incorporated in written amendments (Change Orders) to this contract.

4. Personnel

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

5. Assignability

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

6. Reports and Information

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

7. Records Maintenance and Retention

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

8. Findings Confidential

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

9. Copyright

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

10. Compliance with Local Laws

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

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

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name

and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The CONTRACTOR agrees to include this Section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the Sub-Contractor in this Section 3 clause, upon a finding that the Sub-Contractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not sub-contract with any Sub-Contractor where the CONTRACTOR has notice or knowledge that the Sub-Contractor has been found in violation of the regulations in 24 CFR part 135.
- e. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: 1) after the CONTRACTOR is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: 1) preference and opportunities for training and employment shall be given to Indians; and 2) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible but not in derogation of compliance with Section 7(b).

12. Interest of Members of a Governing Body

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

13. Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying

out of the program, shall have any personal financial interest, direct or indirect, in this contract and the CONTRACTOR shall take appropriate steps to assure compliance.

14. Interest of CONTRACTOR and Employees

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

15. Access for Persons with Disabilities

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

16. Clean Air Act, Clean Water Act

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

17. Mandatory Standards and Policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

18. Federal Labor Standards Provisions

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

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

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

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

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

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

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

LS4 Weekly Payroll Report

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

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

- a. Business Owners: This person must be listed in Section 5C of the LS2 or LS3 as an owner, partner or principal, owning at least a bona fide twenty percent (20%) equity interest in the business and must also be able to document the business via a tax ID number. This person must also be actively engaged in the business's management and must not meet the Davis-Bacon definition of a "laborer or mechanic". Relatives of the owner who are not listed in Section 5C must be paid Davis-Bacon and Related Acts wages. A Sub-Contractor who cannot document that the business is bona fide must be listed as an employee on the prime CONTRACTOR's Weekly Payroll Report.
- b. Apprentices: The CONTRACTOR/Sub-Contractor must provide written evidence of the registration of the program with the DOL Employment and Training

Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OA) or a state apprenticeship agency recognized by the ETA/OA. For additional information concerning apprentices, please call SEAGO.

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

LS5 Statement of Compliance

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

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

LS7 Notice to All Employees

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

LS15 Authorization for Deductions

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

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

Verification of Fringe Benefit Plan

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

- a. A copy of the most recent remittance statement from the company holding the fringe benefit plan such as a bank, union, etc. The remittance statement must verify the employees covered by the plan and the amount paid into the plan for each employee by the CONTRACTOR or Sub-Contractor.

OR

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

Pre-construction Conference

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

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

Notice Provisions

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

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

LABOR AND MATERIALS BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the _____ day of _____, 2017, to construct the **Town of Huachuca City Water Tank Project, CDBG #132-17**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this ____ day of _____, 2017.

AGENCY OF RECORD

AGENCY ADDRESS

PRINCIPAL SEAL

BY _____

SURETY

BY _____

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of Arizona and duly licensed and possessing a certificate of authority to transact surety business in the State of _____ with its principal office in the **Town of Huachuca City**, (hereinafter called the Surety) as Surety, are held firmly bound unto the _____ of (hereinafter called the Obligee) in the amount of _____

(\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly, and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the ___ day of _____, 2017, to construct the **Town of Huachuca City, Water Tank Project, CDBG #132-17**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this _____ day of _____, 2017.

AGENCY OF RECORD

PRINCIPAL SEAL

BY _____

AGENCY ADDRESS

SURETY

BY _____

NOTICE OF AWARD - CONSTRUCTION

Date

Name, Title
Company
Address
Town, State Zip Code

Dear :

RE: NOTICE OF AWARD FOR CONSTRUCTION SERVICES FOR THE TOWN OF HUACHUCA CITY'S WATER TANK PROJECT, CDBG #132-17

You are hereby notified that the Town of Huachuca City has awarded you the construction contract for the above cited CDBG project in the amount of \$_____

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

- a. Return to the Town of Huachuca City, hereafter referred to as the OWNER, the enclosed two (2) Construction Agreements. All appropriate documents must be signed by the principals, and corporate seals affixed as appropriate.
- b. Deliver to the OWNER one (1) Performance Bond in the amount of the award.
- c. Deliver to the OWNER one (1) Labor and Material Payment Bond in the amount of the award.
- d. Deliver to the OWNER one (1) Certificate of Insurance. This must meet the minimum requirements in the contract, to include Worker's Compensation. Please ensure the OWNER is designated as additional insured.

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e. The following forms **must be** submitted to SEAGO, c/o Bonnie Williams, CDBG Program Manager, 1403 W. Hwy 92, Bisbee, AZ 85603) **within ten (10) days of receipt of this letter:**

- a completed LS-3s, CDBG Subcontractor’s Certification Form (one for each subcontractor, **if any**), zip codes must include the last 4 digits, i.e. 85603-1800 and phones include Office, FAX, and Cell;
- a completed SLS-B, Point of Contact Information Sheet (and one for each subcontractor, **if any**);
- a completed SLS-C, Professional Firm’s/Sub-Firm’s Certification Form (one for each testing, surveying, inspection firm, etc., **when applicable**); and
- a completed SLS-E (Project Wage Rate Classifications & Additional Classifications) Form. Please list all classifications required for the entire project, specifically those not listed in the Wage Rate Decision.

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

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

A Pre-Construction Conference is set for, Date & Time, at the Town Hall, 500 N. Gonzales Blvd., Huachuca City, AZ. SEAGO requests that your payroll personnel and your sub-contractor's payroll personnel attend this meeting for an additional training on payroll requirements.

Congratulations, and we look forward to the successful completion of this project. If you require any other information, please give Bonnie Williams, SEAGO CDBG Program Manager, a call @ (520)432-5301x 211.

The Town of Huachuca City

Ken Taylor, Mayor

Enclosures: Contracts (3), LS-3, SLS-B, SLS-C, and SLS-E
C: SEAGO

NOTICE OF NON-AWARD – CONSTRUCTION SERVICES

Date

Name, Title
Company
Address
City, State Zip Code

Dear :

**RE: NOTICE OF NON-AWARD FOR CONSTRUCTION SERVICES FOR THE
TOWN OF HUACHUCA CITY'S WATER TANK PROJECT, CDBG #132-17**

You are hereby notified that your bid for the above-mentioned CDBG project was considered. On behalf of the Town of Huachuca City, I regret to inform you that you have not been awarded the contract. However, we very much appreciate your participation. You have the right to protest the decision made by the Town. If your firm wishes to protest either informally or formally, the deadline is five (5) days after the date of this notice. All comments should be addressed to: Ken Taylor, Mayor, Town of Huachuca City, 500 N. Gonzales Blvd., Huachuca City, AZ 85616, (520) 456-1354. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or authorized representative, a detailed statement of legal and factual grounds of the protest including copies of relevant data, and the form of relief requested.

Additionally:

- You MUST exhaust all administrative procedures with the Town before you can appeal to the Department of Housing (ADOH), CDBG Program.

Page 2

- The ADOH's review of the Town's procurement process is limited to the following. All other complaints/protests will be referred directly to the Town:
 - Violations of the CDBG program rules ONLY.
 - Violations of the Town's own protest procedures for failure to review a complaint or protest. In all instances of a protest, the Town will disclose information to the CDBG Program regarding the protest.

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

Sincerely,

Ken Taylor, Mayor

Enclosure

C: SEAGO

NOTICE TO PROCEED – CONSTRUCTION

Date

Name of President/Owner
Name of Company
Address
City, State Zip Code

Dear Mr./Mrs.:

RE: NOTICE TO PROCEED – TOWN OF HUACHUCA CITY'S WATER TANK PROJECT, CDBG #132-17

You are hereby notified to commence work on the above referenced project on or before _____, 2017, and shall fully complete all of the work in accordance with the Contract within 90 consecutive calendar days thereafter, or by _____, 2017. The Contract provides for an assessment of the sum of \$100 as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete. Please complete the acceptance portion of this notice and return it as soon as possible. We look forward to completing a successful project with you.

Dated this ____ day of _____, 2017.

By: _____
Ken Taylor, Mayor

ACCEPTANCE OF NOTICE

Receipt of the forgoing **Notice to Proceed** is hereby acknowledged this _____ day of _____, 2017.

By: _____
Typed Name/Title

Signature

C: SEAGO

SECTION A

CDBG COMPLIANCE BID DOCUMENT

TOWN OF HUACHUCA CITY

WATER TANK

CDBG #132-17
(Includes Section 3 Requirements)

SEAGO COMPLIANCE BID DOCUMENT

SECTION I

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

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

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

Regarding Lobbying

Regarding Conflict of Interest

Procurement of Recovered Materials

Civil Rights Provision

Section 503 Clause (Affirmative Action for Handicapped Workers)

Access to Records and Records Retention

Equal Employment Opportunity

Federal Labor Standards Provisions

Section 3



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

1. I, the undersigned, am submitting a bid to (name of grantee): **Town of Huachuca City** for the construction of the (name of project): **Water Tank Improvements** and hereby acknowledge that the following items are included in the bid and will also be incorporated by reference into the contract, should I be selected as the contractor for the project.
 - a. Labor Standards Provisions (HUD 4010),
 - b. Wage Decision: _____ and, that
 - c. the correction of any infractions of the aforesaid conditions, including infractions by any of my subcontractors and any lower tier subcontractors, is my responsibility.

2. I hereby certify that:
 - a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
 - b. No part of the aforementioned contract is or will be subcontracted to any subcontractor, if such subcontractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. I agree to obtain and forward to the aforementioned grantee, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by each and every subcontractor, preferably prior to or where circumstances do not allow within ten days after the execution of any subcontract, including those executed by his/her subcontractors and any lower tier subcontractors.

4. I hereby acknowledge that I am aware that should I sign a subcontract with a subcontractor or should that subcontractor sign a contract with a lower tiered subcontractor who is found to be ineligible to receive federal funds, I shall subtract such costs from the amount I will bill the grantee.

5. Further, I certify that:
 - a. The demographic and business information of the undersigned are:

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

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

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

b. The undersigned is:

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

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

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>

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

<u>NAME</u>	<u>TITLE</u>	<u>NATURE OF INTEREST</u>

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

<u>NAME</u>	<u>TITLE</u>	<u>TRADE CLASSIFICATION</u>

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

Name of Contractor: _____

Signature (in ink)

Type or Printed Name

Title

Date and Phones

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

LS-2.2

LS-2 INSTRUCTIONS & HIGHLIGHTS

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

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

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



Grantee: Town of Huachuca City CDBG Contract No: 132-17

Activity No: 2 Activity Name: Water Tank Improvements

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

1. I, the undersigned, having submitted a bid or having executed a contract with:
(contractor or sub-contractor):

for (name of project): _____

for (nature of work): _____

in the amount of \$ _____ certify that:

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

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

2. I hereby certify that:

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

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

3. Further, I certify that:

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

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

* See Demographic and Trade Code table below for information

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

b. The undersigned is:

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

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

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

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>
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e. The names, addresses and trade classifications of all other building construction

contractors in which the undersigned has a substantial interest are: (indicate if NONE)

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

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

a. Name of Contractor: _____

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

c. Typed or Printed Name:

d. Title: _____

e. Date: _____

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part:
“Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both.”

LS-3 (05/2016)

LS-3 INSTRUCTIONS & HIGHLIGHTS

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

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

CERTIFICATIONS AND PROVISIONS

Town of Huachuca City Water Tank Improvements CDBG #132-17

This CONTRACT is fully or partially federally funded.
Sign and submit with Bid.

CIVIL RIGHTS

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

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

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

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

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

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

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

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

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over \$10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
 - a. Recruitment, advertising and job application procedures;
 - b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - c. Rates of pay or any other form of compensation and changes in compensation;
 - d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
 - e. Leaves of absence, sick leave or any other leave;
 - f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;

- g. Activities sponsored by the contractor including social or recreational programs; and
 - h. Any other term, condition or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
 5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.
 6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
 7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf

of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

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

ACCESS TO RECORDS AND RECORDS RETENTION

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

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

CONFLICT OF INTEREST

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

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

ANTI-LOBBYING

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

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

FEDERAL LABOR STANDARDS PROVISION

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

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

SECTION 3

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

CERTIFICATIONS SIGNATURE

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

(Typed Name of Official)

(Signature of Official)

(Typed Name of Firm)

(Date)

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WAGE RATE DETERMINATION

NUMBER: AZ170038 MOD #0

TYPE: HEAVY

DATED: 1/6/2017

General Decision Number: AZ170038 01/06/2017 AZ38

Superseded General Decision Number: AZ20160038

State: Arizona

Construction Type: Heavy

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. 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	01/06/2017

BOIL0627-004 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 32.51	26.16

ELEC0570-013 07/01/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 25.65	10.01

ZONE DEFINITIONS-

Zone A: the area within a twenty-nine (29) mile radius from a basing point at the Tucson Town Hall.
 Zone B: 29 to 46 mile radius from the town hall in Tucson- an additional \$ 1.25 per hour
 Zone C: 47 mile radius from the town hall in Tucson to the outer limits of the geographic jurisdiction- an additional \$ 3.75 per hour

IRON0433-001 01/01/2014

Rates	Fringes
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IRONWORKER, STRUCTURAL.....\$ 33.50 26.80

 * LABO0383-006 06/01/2016

	Rates	Fringes
LABORER		
GROUP 4		
Jackhammer.....	\$ 19.72	5.01

 SUAZ2012-026 05/17/2012

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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



Town of Huachuca City

Water Tank Improvements # 132-17

SEAGO COMPLIANCE BID DOCUMENT

SECTION II

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

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

SLS-C: Professional Firm's/Sub-Firm's Certification – Required by SEAGO to verify firms hired to conduct soils, water or other types of tests/surveys required by the Engineer, Architect, and Contractor or by government regulations. Forms must be completed and received by SEAGO 10 days prior to performing test/surveys/service.

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

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

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

RELEASED UNTIL RECEIVED AND VERIFIED BY ADOH/SEAGO.

LS-5: Statement of Compliance – Contractor/Subcontractor must submit a completed statement of compliance **along with each weekly payroll report**. HUD 347 requires documentation that appropriate fringe benefits (predetermined by DOL) are paid in cash or to a plan, in addition to payment of minimum rates stated in the WRD. Falsification of the LS-5 is grounds for civil and/or criminal prosecution.

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

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

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

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

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

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

EEO Certification Poster – Required by the Arizona Housing and Urban Development and Governor's Office of Housing Development to be **posted** at all federally funded job sites and filled in with: **Employer's Name and Address; Equal Employment Opportunity Officer and/or Complaints Officer.**

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

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

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

package or within 3 days following award of contract.

- **S3B-2**, Estimated Project Work Force Breakdown – Identifies additional positions needed to complete the Section 3 covered project. **Complete, sign and submit as part of the bid package or within 3 days following award of contract.**
- **S3B-3**, Section 3 Business Self-Certification – Required in order to qualify as Section 3 business concern. **Complete, sign and submit as part of the bid package, or within 3 days following award of contract. If you DON'T qualify, submit with N/A filled in.**

REQUIRED ONLY WHEN APPLICABLE (*forms will be provided to the awarded contractor if needed*):

- **S3P-1: JOBS! JOBS! JOBS!** Section 3 Notice, Employment and Training Positions Available – When hiring additional help, post at public housing facilities, facilities providing assisted housing, social services agencies, i.e. Headstart, WIC, AFDC; city/town halls or county buildings, employment offices, commonly used locations, i.e. libraries, post offices, grocery stores, employment offices, etc.; and job site.
- **S3P-2:** Preliminary Resident Eligibility Determination – To be used as part of the hiring process or with the Employment Survey Form (S3P-2), by the grantee, contractor/subcontractors.
- **S3P-3:** Employment Survey – The Grantee should work with the PHA or other social service agencies to distribute the Survey to determine if there may be qualified persons with the necessary skills.

REQUIRED WHETHER OR NOT NEW EMPLOYEES ARE HIRED TO WORK ON THIS PROJECT:

- **S3R-1:** Notice Documentation – Documents how the Employment and Training Positions Available (S3P-1) form was distributed and where it was posted. **The Contractor/Subcontractor must to SEAGO with final payroll.**
- **S3R-2,** Business Utilization Report – Identifies Contractor/Subcontractor, vendors that are Section 3 Businesses. **Complete and submit this form with the final payroll.**
- **S3R-3,** Applicant and New Hire Employment Report – Identifies the actual number of Section 3 residents employed on the project. **Complete and submit this form with the final payroll.**

SEAGO LABOR STANDARDS – FORM B (SLS-B)

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

1. Name of Firm/Corporation/Company: _____

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

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

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

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

Send to:
SEAGO, ATTN: Bonnie Williams, CDBG Program Manager
1403 W. Hwy 92, Bisbee, AZ 85603

**SEAGO LABOR STANDARDS – FORM C (SLS-C)
PROFESSIONAL FIRM'S/SUB-FIRM'S CERTIFICATION**

The following information is required by the Arizona Department of Housing for grant administration and close-out of funds only and will be kept **CONFIDENTIAL**:

1. Legal Name of Firm/Sub-Firm: _____
2. Date of Contract: _____ Amount: \$ _____
3. Complete Address, Phone/FAX: _____
(include last 4 of zip code _____
i.e. 85603-1800) _____
4. Description of Service: _____

5. Type of Trade:
 New Construction Substantial Rehab Repair Service Project Mgmt
 Professional Tenant Services Educational Training Architect/Engineer
 Other
6. Majority Racial/Ethnic designation of Owner(s)/Partner(s):
 White African-American Asian American Indian/Alaskan Native
 Native Hawaiian/ Other Pacific Islander Am Indian/Alaskan Native & White
 Asian & White African-American & White Am Indian/Alaskan & African-Am
 Other Single or Multi-Racial Category
7. Hispanic Owned: Yes No
8. Women-Owned/Partner: Yes No
9. Federal Tax ID #:
10. Section 3: Yes **No**
11. I agree to obtain and forward to SEAGO, an SLS-C on any sub-firm that I may contract with, for services required on this project, within ten (10) days prior to beginning work on site.

Signature

Typed or Printed Name and Title

Date

**Send to:
SEAGO, ATTN: Bonnie Williams, CDBG Program Manager
1403 W. Hwy 92, Bisbee, AZ 85603**

SLS-C

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

Project Name & CDBG #: 132-17-Water Tank Improvements					Wage Rate Decision #:	
Name of Contractor, Point of Contact, Phones: _____ _____						
Name of Employee	Classification (As listed in WRD)	Rate of Pay	Fringe Benefit	Total	Deducted for F.B. Plan	Total Rate of Pay per Hour
Name of Employee	Additional Classifications (Not list in WRD)	Rate of Pay	Fringe Benefit	Total*	Deducted for F.B. Plan	Total Rate of Pay per Hour
How rate was determined:						
*TOTAL CANNOT BE LOWER THAN THE LOWEST SKILLED CLASSIFICATION IN PROJECT WRD						

**Send to:
SEAGO, ATTN: Bonnie Williams, CDBG Program Manager
1403 W. Hwy 92, Bisbee, AZ 85603**

SLS-E

LS-4 - PAYROLL REPORT

NAME OF CONTRACTOR () OR SUBCONTRACTOR ()	ADDRESS
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION Town of Huachuca City-Water Tank Improvements	PROJECT/CONTRACT NO. 132-17
-------------	-----------------	--	---------------------------------------

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	No. of WH Exe m	(2) WORK CLASSIFICATION	O T or S T	(3) DAY AND DATE							(4) TOTAL HOURS	(5) RATE OF PAY	(6) GROSS AMOUNT EARNED	(7) DEDUCTIONS					(8) NET WAGES PAID
				HOURS WORKED EACH DAY										FICA	FEDERAL WITH- HOLD- ING	STATE WITH- HOLD- ING	OTHER	TOTAL DEDUCT- IONS	
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GRANTEE USE ONLY		
Date Received: _____	Date Reviewed: _____	Reviewed By: _____
Grantee Name: Town of Huachuca City	CDBG Contract No: 132-17	

LS-5 - STATEMENT OF COMPLIANCE

Date _____

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

do hereby state:

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

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

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

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

(4) That:

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

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

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

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

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

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

Contractors Who Pay All Required Fringe Benefits

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

Contractors Who Pay No Fringe Benefits

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

Use of Section 4(c), Exceptions

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

**REQUEST FOR AUTHORIZATION OF
ADDITIONAL CLASSIFICATION AND RATE**

CHECK APPROPRIATE BOX
 SERVICE CONTRACT
 CONSTRUCTION CONTRACT

OMB Number: 9000-0089
Expiration Date: 9/30/2017

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

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

1. TO: ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210	2. FROM: (REPORTING OFFICE)
---	------------------------------------

3. CONTRACTOR	4. DATE OF REQUEST
---------------	--------------------

5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (if APPLICABLE) (SERVICE CONTRACT ONLY)
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10. SUBCONTRACTOR (IF ANY)

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)

12. LOCATION (CITY, COUNTY AND STATE)

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: _____ DATED: _____

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (Service contracts only) <i>(Use reverse or attach additional sheets, if necessary)</i>	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE
--	--

16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE
---	-------	---

TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))

- THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
- THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
(Send 3 copies to the Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NUMBER	DATE SUBMITTED
--	---------------------------------------	----------------

LS-15. AUTHORIZATION FOR DEDUCTIONS

The undersigned authorize deductions, as noted, to be made from his/her wages. It is understood that:

- the deduction(s) are in the interest of the employee,
- the deduction(s) are not a condition of employment,
- there is no direct or indirect financial benefit accruing to the employer,
- it is not otherwise forbidden by law; and
- if the deduction(s) are for fringe benefits, information regarding the fringe benefit plan has been provided to me in writing

1.a. EMPLOYEE NAME	b. FROM/TO DATE(s) (may cover for entire project if no changes)	c. AMOUNT	d. PURPOSE
--------------------	--	-----------	------------

Printed
Employee Name

Signature

_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

Note: One form per employee, due to confidentiality.

2. Name of Contractor/Sub: _____

Signature of Authorized Representative

Date

Typed Name

Phone Number

SLS-17 – CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

NAME OF CONTRACTOR/SUBCONTRACTOR: _____

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

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

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

Signature

Date

Typed Name/Title

SECTION 3 ASSURANCE

THIS FORM MUST BE SUBMITTED BY THE CONTRACTOR/SUB CONTRACTOR WITH THE BID OR WITHIN 3 DAYS FOLLOWING AWARD OF CONTRACT.

1. I, the undersigned, _____, as official representative of
(printed name)
_____ agree to comply with Section 3 requirements,
(contractor/subcontractor)
to include record keeping and reporting, for the _____. It is
(project)
understood that failure to comply may result in the following sanctions: cancellation, termination or suspension of this contract in whole or in part.
2. Prime Contractor/Subcontractor
 - a. The number of positions needed in this project: _____
Details of occupational categories provided in Attachment A _____ (yes)
 - b. The number of these positions to be filled by regular, permanent employees: _____
 - c. The number of positions projected to be filled by low income area residents: _____
Details of occupational categories provided in Attachment A _____ (yes)
3. Subcontractors/Vendors/Lower-Tier Subcontractors
 - a. The number of subcontractors projected to be utilized for this project: _____
 - b. The number of subcontractors projected to be Section 3 businesses: _____
 - c. The number of businesses/suppliers projected to be utilized: _____
Dollar amount: \$ _____
 - d. The number of businesses/suppliers projected to be Section 3 businesses/suppliers: _____
Dollar amount: \$ _____

Signature/Title Date

Attachment A

**SECTION 3
ESTIMATED PROJECT WORK FORCE BREAKDOWN**

THIS FORM MUST BE SUBMITTED BY THE CONTRACTOR WITH THE BID OR WITHIN 3 DAYS FOLLOWING AWARD OF CONTRACT.

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

Section 3 Resident

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

Company

Company Address

Phone Number E-mail

Person Completing Form

Date

SECTION 3 BUSINESS SELF-CERTIFICATION

THIS FORM MUST BE SUBMITTED BY THE CONTRACTOR WITH THE BID OR WITHIN 3 DAYS FOLLOWING AWARD OF CONTRACT IF APPLICABLE

A. Basis for Self-Certification

The _____, located at _____
(name of business) (address)

hereby certifies that it is a Section 3 business, as defined by HUD, on the basis of the following:

(check all applicable)

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

B. Certifications

I, the undersigned, hereby certify that:

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

Signature

Date

Printed Name

Title

SECTION 3 NOTICE DOCUMENTATION

THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND SUBMITTED WITH FINAL PAYROLL AND FILED IN THE GRANTEE'S SECTION 3 FILE IF THE CONTRACTOR INDICATED THAT THEY WOULD BE HIRING AS A RESULT OF THE CDBG PROJECT.

1. The Section 3 Employment and Training Notice (Form S3P-1) was mailed to the following entities (e.g. labor organizations, community based groups, social service agencies, Headstart Programs) on the date indicated:

Entity _____ Date _____

2. The Section 3 Employment and Training Notice (Form S3P-1) was posted as follows:

Location _____ Date _____

3. The Section 3 Employment and Training Notice (Form S3P-1) was printed in the following publications and copies of each are attached:

Publication _____ Date _____

4. Other actions taken to disseminate the Section 3 Employment and Training Notice (Form S3P-1) (include dates):

Signature

Date

Printed Name/Title

Phone No.

E-mail

THIS REPORT MUST BE COMPLETED BY THE CONTRACTOR (SUBCONTRACTOR WHEN APPLICABLE) AND SUBMITTED WITH FINAL PAYROLL.
 A COPY OF THE COMPLETED FORM MUST ALSO BE SUBMITTED TO ADOH WITH THE CONTRACTOR'S FINAL REQUEST FOR PAYMENT

SECTION 3 BUSINESS UTILIZATION REPORT

Total Dollar Amount of Contract: _____

Prime/Subcontractor Contractor: _____ Federal ID No.: _____

Address: _____

1.	2.	3.	4.	5.	6.	7.
Name of Subcontractor/ Vendor	√ Check if Sec. 3	Address (zip + last 4 digits) & Telephone	Trade/Service or Supply	Contract Amount	Award Date	Federal Identification No.

Total Dollar Amount Awarded to Section 3 Businesses:
 \$ _____

 Person Completing Form

 Company

 Phone E-mail

 Date

Report Date: ___/___/___ to ___/___/___

Activity No: 2 Activity Name: Water Tank Improvements

REPORT MUST BE COMPLETED BY THE GRANTEE (W/A) AND CONTRACTOR/SUBCONTRACTOR AND SUBMITTED WITH FINAL PAYROLL

SECTION 3 APPLICANT AND NEW HIRE EMPLOYMENT REPORT

1.	2.	3.	4.	5.	6.	7.	8.	9.
Job Category	Total Positions Needed to Complete Job	No. Occupied by Permanent Employees	No. of Positions Not Occupied	No. of Section 3 Applicants	No. of Section 3 Applicants Hired	Gender/ Other ¹	Ethnicity ²	Section 3 Status ³
Supervisor								
Professional								
Technical								
Office/Clerical								
Others								
TRADE:								
Journeyman								
Apprentices								
Trainees								
Others								
TOTALS								

¹ M = Male F = Female D = Disabled
² 1 = White 2 = Black African-Am 3 = Asian 4 = Am-Indian/Alaskan 5 = American Indian/Alaskan 6 = Hawaiian Pacific Islander 7 = Am-Indian/Alaskan Native & White 8 = Asian & White 9 = Black/African-Am & White 10 = Am-Indian/Alaskan & Black African-Am 11 = Other Single or Multi-Racial Category
³ 1 = LM living in Service Area 2 = PHA resident living in Service Area 3 = Income Qualified for other LM Program (name program) 4 = Youthbuild Participant 5 = Homeless Person 6 = PHA or LM person regardless of residence

Certification: This company hereby certifies that the information provided above is an accurate report of its Section 3 efforts.

Grantee/Contractor/Subcontractor: _____ Phone: _____ E-mail: _____

Address: _____ Date: _____

Signature: _____ Printed Name/Title: _____

SEAGO COMPLIANCE BID DOCUMENT

SECTION III

LABOR STANDARDS VERIFICATION ITEMS

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

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

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

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

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

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

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

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

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

SECTION B

SCOPE OF WORK

TOWN OF HUACHUCA CITY

WATER TANK

CDBG #132-17

WATER TANK PROJECT - CDBG #132-17 SCOPE OF WORK

BASE BID:

1. Drain tank to temporary holding tanks, unless all work is able to be done with the tank full.
2. Clean out tank, including debris.
3. Inspect entire tank, which is 64' in diameter and 32' in height, holding 750,000 gallons. Provide report of findings.
4. Install 30" second shell manway 180 degrees from primary manway Post Confined Space Entry signs.
5. Install an OSHA approved shell ladder complete with standoffs every 10' on centers, replace existing ladder safety device with an aluminum lockable ladder guard to prevent unauthorized access and posting a Fall Protection Required sign.
6. Install an OSHA approved 42" high handrail system around the circumference of the tank roof, complete with toe board, intermediate rail and a stainless steel gate chain at the junction of the shell-to-roof access ladder and tank roof.
7. Install an OSHA approved interior ladder complete with standoffs every 10' on centers. Install a ladder safety device.
8. Sandblast all rusted and abraded areas of the tank interior to an SSPC #10 (near white blast) condition, brush blast all remaining areas, stripe coating all seams and welds, then applying an epoxy liner to achieve 8-10 mils of dry film thickness.
9. Replace the existing roof vent with a vacuum/pressure, frost proof vent and screen.
10. Disconnect the pipe from the underground drain then install an air break complete with an AWWA approved flapper valve and screen.
11. Clean and lubricate level indicator parts.

ALTERNATE NO. 1: Pressure wash the exterior of the tank, using an antifungal biodegradable solution. Then apply one spot prime coat of metal primer and one (1) complete finish coat of enamel to the complete structure.

ALTERNATE NO. 2:

Remove the tank name plate, clean the face of the plate, clean and repaint the area behind the plate then remount it.

ALTERNATE NO 3:

Install a passive node cathodic system in the tank.

ALTERNATE NO 4:

If tank is drained, replace all original valves. All valves are gate/flange valves. There are two ten inch, two six inch and one eight inch.

ALTERNATE NO 5:

Seal tank foundation with asphalt or similar product to prevent water from entering under the tank.