



# **CITY OF TOMBSTONE, ARIZONA**

**Project Specifications and Contract Documents**

**DATED: March 2020**

**FOR: Invitation for Bids No. CDBG 124-20**

## **SAFFORD STREET WATERLINE IMPROVEMENTS PROJECT**

**CITY OF TOMBSTONE**

**Bid Due Date: Thursday, April 30, 2020**

**Bid Due Time: 1:00 P.M. MST**

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## BID SUBMITTAL CHECKLIST

It is the Bidder's responsibility to be thoroughly familiar with all requirements and specifications. The following checklist is provided as a courtesy only, and is not binding upon the City nor does it modify, in any way, the terms or requirements of this document, any applicable statutes, rules, regulations, or the City's purchasing policies.

- ☐ 1. The Bid Schedule has been signed by an authorized representative of the firm. Unsigned Bids will not be considered.
- ☐ 2. The Bid Schedule has been fully completed, including prices offered (including any alternatives) have been fully filled in and reviewed for accuracy.
- ☐ 3. Any addenda have been reviewed and acknowledged on the form included in the documents. It is the Bidder's responsibility to obtain all addenda relevant to this solicitation via the Issuing Office or other means.
- ☐ 4. The List of Subcontractors has been fully completed and executed by Bidder and reviewed for accuracy.
- ☐ 5. Bidder has reviewed all instruction, terms and conditions, and specifications to ensure their response fully complies.
- ☐ 6. Any required samples, descriptive literature or enclosures have been included, if applicable. (Identify samples with Bidder's name and solicitation number).
- ☐ 7. The Bid package and/or envelope have been identified with Bidder's name, project number and project title.
- ☐ 8. The specified number of copies of Bidder's response has been included if more than one (1) copy is required.
- ☐ 9. Insurance requirements have been reviewed and can be fully complied with.
- ☐ 10. Bid Bond has been fully executed by Bidder and appropriate Surety and is included.

- ☐ 11. The Resolution of Board of Directors for corporate Bidder has been fully executed and included, or other proof of authorization required under this document has been included.
- ☐ 12. The Non-Collusive Bid Certification has been executed and included.
- ☐ 13. The W-9 Form is complete and included.
- ☐ 14. Any and all Exhibits contained in the Bid document have been signed if required, and included with Bid.

## **NOTICE OF INVITATION FOR BIDS NO. CDBG 124-20**

Sealed Bids will be received by the City of Tombstone, in the City Hall Conference Room, 613 E. Allen Street, Tombstone, AZ 85638 until 1:00 P.M. (AZ Time), Thursday, April 30, 2020 for the Safford Street Waterline Improvements Project No. CDBG 124-20. Not Bids will be accepted after 1:00 P.M. on Thursday, April 30, 2020. The Bids will be publicly opened and read aloud at 1:00 P.M. Arizona time, at the location and date listed above.

**This project consists of installing 5,578 feet of 6" water main 49 gate valves, 8 fire hydrants, and curb stop with flushing pipes as specified in the plans.**

All Bids shall be made on the Bid forms included herein and shall include all applicable taxes.

**This project is a Community Development Block Grant project. Davis-Bacon Wage Requirements and all CDBG requirements will apply. Wage Decision AZ37-1.24.20 (1) has been assigned to this project, located in Section B, CDBG Compliance Document. ADOT permits are NOT required on this project.**

Bid documents can be downloaded at the City of Tombstone Website by going to the following link: [Http://www.cityoftombstone.gov](http://www.cityoftombstone.gov). **There will be a MANDATORY Pre-Bid Meeting and Jobsite Walk-thru on Monday, April 6, 2020 at 10:00 A.M. ONLY contractors who attend the meeting/walk-thru will be allowed to submit a bid.**

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked **SAFFORD STREET WATERLINE IMPROVEMENTS PROJECT, TOMBSTONE, AZ IFB NO. CDBG 124-20**. All Bids shall be mailed to **City of Tombstone Public Works, Elke Remeikis, P.O. Box 339, Tombstone, AZ 85638** or delivered to the **City of Tombstone Public Works, Elke Remeikis, 611 E. Allen Street, Tombstone, AZ 85638**. The City of Tombstone will not be responsible for Bids submitted that are not marked appropriately, are sent to the wrong address, or not received by the tie specified for the Bid opening.

Contractors are invited to be present at the opening of Bids, but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

The City of Tombstone reserves the right to reject any or all Bids, or to accept any Bids, or to waive any informality in any Bid, or to withhold the award if deemed in the best interest of the City of Tombstone.

Dates advertised in the Tombstone News: **Friday, March 27, 2020 and Friday, April 3, 2020.**

# INSTRUCTION TO BIDDERS

## INSTRUCTION 1: DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the Contract, General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Engineer* - The Engineer set forth in the Bid Documents or as otherwise designated in writing by the City. If no other Engineer is designated, the Engineer shall be the Issuing Office.
  - B. *Issuing Office* – The office from which the Bid Documents are to be issued. The Issuing Office is set forth as the City of Tombstone.
  - C. *Owner or City* – The City of Tombstone, Arizona.
  - D. *Contract Administrator* – The City Manager or his designee.
  - E. *ASPHALT*- The asphalt for this project is an alternate bid. Should the alternate bid be awarded, the asphalt utilized will be as specified by MAG standards. Asphalt will be 2" thick after compaction, no tack oil required. Mix design must be submitted and approved prior to any application. Price quoted will be for in place asphalt according to specifications.
  - F. *FIRE HYDRANTS* – All fire hydrants will be supplied by the owner and installed by the contractor. Seven (7) new installations per plan, and one (1) replacement hydrant. All pipe, valves and other associated materials are to be supplied by the contractor.
  - G. *GEO TECH* – No official geo tech was performed prior to plans being drawn. Two (2) pits will be excavated within the construction boundary, and will be available for inspection the day of the walk thru. Contractor's bid will be based on the aforementioned information, and no hard dig charges will be authorized.
  - H. *TRAFFIC CONTROL*- All traffic control plans must be submitted prior to and approved by owner before any work is started. All traffic plans will be in compliance with the MUTCD and implemented by the contractor as per plan. Any deviation from the plan will constitute reason for work to be stopped until such time the contractor agrees to adhere to the approved plan and implement required changes.
  - I. *DAVIS BACON WAGES* – This project is a Community Development Block Grant project. Davis-Bacon Wage Requirements and all CDBG requirements will apply. Wage Decision AZ37 1.24.20(1) has been assigned to this project, located in Section B – CDBG Compliance Document.

## **INSTRUCTION 2: COPIES OF BID DOCUMENTS**

- 2.01 Complete sets of the Bid Documents can be downloaded from the City of Tombstone website.
- 2.02 Complete sets of Bid Documents shall be used in preparing Bids. Neither the Owner, the Engineer nor the Issuing Office assumes any responsibility for errors or misinterpretations resulting from the use of incomplete, modified or unofficial sets of Bid Documents.
- 2.03 Owner, the Issuing Office and Engineer, in making copies of Bid Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

## **INSTRUCTION 3: QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid, and within 7 days of Owner's request, Bidder shall submit: (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments; and (b) the following additional information:
  - A. Evidence of Bidder's authority to do business in the state where the Project is located.
  - B. Bidder's state or other contractor license number and good standing.
  - C. Evidence that each natural person submitting a Bid, including the officers, partners, members, and/or principals of the Bidder, to submit documentation of their lawful presence in the United States, pursuant to A.R.S. §§ 1-501 and 1-502.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Instruction 3 to submit information will prejudice the right of Owner to seek additional information, as requested in the City's sole discretion, regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

## **INSTRUCTION 4: BIDDER'S PRE-BID OBLIGATIONS AND REPRESENTATIONS**

- 4.01 It is the responsibility of each Bidder before submitting a Bid to:
  - A. Examine and carefully study the Bid Documents, and any data and reference items identified in the Bid Documents;
  - B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
  - C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
  - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at

or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Specifications, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Specifications, especially with respect to Technical Data in such reports and drawings;

- E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bid Documents; and the Site-related reports and drawings identified in the Bid Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. Become aware of the general nature of the work to be performed by the City and others at the Site that relates to the Work as indicated in the Bid Documents;
- G. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bid Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- H. Determine that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

4.02 Bidder represents and agrees that:

- A. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Instruction, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bid Documents; and
- B. Based on the information and observations referred to in the preceding 4.01, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price Bid and within the times required, and in accordance with the other terms and conditions of the Bid Documents.

## **INSTRUCTION 5: PRE-BID MEETING**

A **MANDATORY** Pre-Bid Meeting and Jobsite Walk-thru will be held for this project at **10:00 A.M. on Monday, April 6, 2020** at Tombstone City Hall.



## **INSTRUCTION 6: INTERPRETATIONS AND ADDENDA**

- 6.01 All questions about the meaning or intent of the Bid Documents are to be submitted in writing to the City of Tombstone Public Works by **Wednesday, April 15, 2020 Close of business**. Any interpretations, clarifications, or other/additional information considered necessary by Engineer and/or the City in response to such questions, or otherwise, will be issued by Addenda no later than **Wednesday, April 22, 2020**.
- 6.02 Questions received after the Questions Due Date and Time set forth above may be answered at the sole discretion of the City. Inquiries regarding this project directed to persons other than the City's designated representative may not be answered, and any answers received other than as set forth in this document will not be binding upon the City for any purpose.
- 6.03 Only answers provided by written Addenda shall be binding upon the City. Oral and other interpretations or clarifications will be without legal effect. The City shall not be held responsible if a Bidder fails to receive any addenda issued. The City shall not be responsible for any oral representations or statements relating to the solicitation specifications made by any employee, agent or officer of the City.
- 6.04 Addenda may be issued to clarify, correct, supplement, or change the Bid Documents.
- 6.05 Receipt of Addenda shall be acknowledged by signing and returning the form included herein with the Bid by the specified Bid due date and time. Potential Bidders are responsible for obtaining all addenda relevant to this invitation for Bid via the Issuing Office or other means.

## **INSTRUCTION 7: BID SECURITY**

- 7.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent of Bidder's maximum Bid price (determined by adding the base Bid and any alternates) and in the form of a certified check, bank money order, or a Bid Bond in statutory form (on the form included in the Bid Documents) issued by a surety meeting the requirements of the General Conditions and applicable law.
- 7.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within seven (7) days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Forfeiture will not preclude the City from seeking any or all other remedies provided by law to recover losses sustained as a result of the Bidder's failure to enter into the Agreement or to furnish the contract securities or insurance certificates and endorsements.
- 7.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 7.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven (7) days after the Bid Opening.

### **INSTRUCTION 8: SUBSTITUTE AND “OR EQUAL” ITEMS**

- 8.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bid Documents without consideration during the Bid and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date.
- 8.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bid Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

### **INSTRUCTION 9: SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 9.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bid Documents to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 9.02 The Bidders shall submit to the City with its response to this document a complete listing of all Subcontractors the Bidder intends to use in the performance of the work. No Bid for work involving these classifications will be valid without the complete listing of both subcontractors and major material suppliers as listed on the included form “List of Subcontractors”.

### **INSTRUCTION 10: PREPARATION OF BID**

- 10.01 The Bid Schedule is included with the Bid Documents.
- A. All blanks on the Bid Schedule shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Schedule expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 10.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 10.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose

title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.

- 10.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 10.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 10.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 10.07 All names shall be typed or printed in ink below the signatures.
- 10.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 10.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 10.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in Arizona and the City, Bidder's Arizona contractor license number and classification, and any other required business and/or tax licenses required by the City shall also be shown on the Bid Form.
- ~~10.11~~ If price is a consideration and in case of error of prices in the Bid, the unit price shall govern. If there is a conflict between values or prices written-out in text and values or prices expressed in numbers, the text values or prices shall control.
- 10.12 No Bid shall be altered, amended, or withdrawn after the specified due date and time.
- 10.13 Periods of time, stated as a number of days, shall be calendar days.
- 10.14 It is the responsibility of all Bidders to examine the entire package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a Bid. Negligence in preparing a Bid confers no right of withdrawal after Bid due date and time.
- 10.15 The City shall not reimburse the cost of developing or providing any response to this project and development and provision of any offer shall be at the respective Bidder's sole cost. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

#### **INSTRUCTION 10: PREPARATION OF BID**

- 11.01 The Basis upon which Bids shall be calculated and submitted (Lump Sum/Fixed Price, Unit Price, Allowances for specific items) are set forth in the Bid Schedule.
- 11.02 Lump Sum/Fixed Price (Quantities for Information Only)
  - A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form
- 11.03 Unit Price (Not Applicable)
  - A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
  - B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" provided (usually the Bid

Schedule) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes only. The final quantities and Contract Price shall be determined by the contractor in the preparation of his bid.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

11.04 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents. (Not Applicable)

**INSTRUCTION 12: SUBMITTAL OF BID**

- 12.01 Three (3) copies of the Bid Form and Bid Schedule are to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Instruction 7.
- 12.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the Invitation for Bids.
- 12.03 Bids received after the date and time prescribed for the opening of Bids, or not submitted at the correct location or in the designated manner, will not be accepted, opened, or considered.
- 12.04 By signature on the Bid Form, the Bidder certifies that:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Bidder shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
  - C. The Bidder has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
  - D. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the Bidder may be debarred.

**INSTRUCTION 13: MODIFICATION AND WITHDRAWAL OF BID**

- 13.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 13.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 13.01 and submit a new Bid prior to the date

and time for the opening of Bids.

- 13.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder may, in the City's sole discretion, be disqualified from further Bid on the Work.

#### **INSTRUCTION 14: OPENING OF BIDS**

- 14.01 Bids will be opened at the time and place indicated in the Invitation for Bids and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 14.02 All Bids will remain subject to acceptance for the period of time stated in the Bid Form and each Bidder agrees that it will hold open its offer for such period, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period. Unless otherwise specified, all Bidders and their Subcontractors shall hold their Bids valid for a period of **60 days** from the Bid due date stated on the Advertisement for Bids.

#### **INSTRUCTION 15: EVALUATION OF BIDS**

- 15.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bid Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner may reject the Bid as nonresponsive.
- 15.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 15.03 Evaluation of Bids:  
A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form, prior to the Notice of Award
- 15.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bid Documents.
- 15.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

- 15.06 Any terms of the Bidder's submittal that conflict with the language and requirements of the City's solicitation or that take exception to the terms, conditions, specifications and/or other requirements stated within these documents, may cause the Bidder's submittal to be considered nonresponsive and rejected. Exceptions may be evaluated by the City on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation.

#### **INSTRUCTION 16: AWARD AND SIGNING OF CONTRACT**

- 16.01 Notwithstanding any other provision, the City expressly reserves the right, when determining whether to award a contract to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to the terms and conditions of the contract documents, to:
- A. Waive any immaterial defect or informality; and/or
  - B. Reject any or all Bids, or portions thereof; and/or
  - C. Reissue a Invitation for Bids; and/or
  - D. Exercise any other rights available to the City under the terms of the contract documents, the City Code, law, or equity.
- 16.02 When Owner issues a Notice of Award to the successful Bidder, it shall be accompanied by the unexecuted counterparts of the Contract along with the other Contract Documents as identified in the Contract. Within 10 days thereafter, the successful Bidder shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Contract to the successful Bidder.

#### **INSTRUCTION 17: ADDITIONAL PROVISIONS**

- 17.01 Contract Applicability: The Bidder shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of the Contract Documents. All previous agreements, contracts, or other documents, which have been executed between the Bidder and the City, are not applicable to this project or any resultant contract.
- 17.02 Gratuities: The City may, by written notice to the Bidder, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Bidder or any agent or representative of the Bidder, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible City government customers, shall not be prohibited by this paragraph.

- 17.03 Public Record: All offers submitted in response to this project, whether or not accepted by the City, shall become a matter of public record available for public inspection, subsequent to the award notification, in accordance with the City's Procurement Policy and Arizona's Public Records laws.
- 17.04 Confidential Information: If a person believes that a Bid, offer, specification, or protest contains information that should be withheld, a statement advising the City of this fact shall accompany the submission and the information shall be identified. The information identified by the person as confidential shall not be disclosed until the City makes a written determination.
- 17.05 Lobbying Prohibition: Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the City, including but not limited to the City Council, employees, and contractors engaged to assist in the solicitation, is prohibited.
- A. This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a Contractor, and otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council meeting, study session or City committee meeting.
  - B. This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation or City-initiated communications for the purposes of conducting the procurement, and in the manner prescribed in the solicitation, including but not limited to pre-Bid conferences, clarification of responses, presentations if provided for in the solicitation, requests for Best and Final Bids, contract negotiations, interviews, protest/appeal resolution, or surveying non-responsive vendors.
  - C. Violations of this provision shall be reported to the Finance Department and may be a basis for rejecting a response or disbarment of the violator by the City. Persons and/or entities violating this prohibition may be subject to a warning letter, rejection of their response, or disbarment by the City, in the City's discretion, depending on the nature of the violation.

## CITY REVISIONS TO MAG SPECS

1. **Adoption of the MAG Specifications:** The Uniform Specifications for Public Works Construction issued by the Maricopa Association of Governments (“MAG Specifications”) have been adopted by the City and shall apply to the Work, to the extent applicable. In addition, to the extent the City has adopted its own City Specifications, and/or Supplements and/or Modifications to the MAG Specifications (collectively the “City Specifications”), those City Specifications shall apply to the Work when and where appropriate and Contractor shall fully comply therewith. Any questions or concerns the applicability of any specific MAG or City Specification to the Work shall be directed in writing to the Project Manager.
2. **Invitation for Bid, Contract, General Provisions, Special Provisions, and/or Specifications for the Project:** To the extent there is any conflict between: (i) the Invitation for Bid, the Contract, the General Provisions to the Contract, the Special Provisions, and/or the Specifications for the Project; and (ii) the MAG Specifications as amended by the City, the specific provision applicable to the Project set forth in the Contract Documents enumerated in (i) prevail.
3. **Specific Revisions to MAG Specifications:** The following specifications modify the sections of the MAG Specifications:

### **Section 102.3 INTERPRETATION OF QUANTITIES IN BID**

Add the following at the end of the section:

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

### **Section 102.12 DISQUALIFICATION OF BIDDERS**

Add a new paragraph (C), to read as follows:

(C) Submission of any unit prices in the Bid which are unbalanced, either above or below the amount of a reasonable Bid price as determined by the City Engineer, to the potential detriment of City.

### **Section 104.2 ALTERATION OF WORK**

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

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



**Section 105.4 COORDINATION OF PLANS AND SPECIFICATIONS**

Add the following:

For any apparent error or omission in the plans and specifications, such corrections by the City Engineer may include adjustments in units, quantities and unit prices.

**Section 108.1 NOTICE TO PROCEED**

Add the following subsection:

(C) Work shall not start until the Contract has been executed by both the Contractor and the City. The Contractor shall begin work as soon as practical after the starting date specified in the Notice to Proceed. All work under the contract shall be completed within the number of calendar days stated in the Bid, plus extensions, beginning the day following the starting date specified in the Notice to Proceed.

**Section 108.11 TERMINATION OF CONTRACT**

Add the following at the end of the first paragraph:

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

**Section 109.4 COMPENSATION FOR ALTERATION OF WORK**

Before Section 109.4.1, add the following:

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

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

**Section 109.9 DOLLAR AMOUNT OF MAJOR ITEM**

Delete in its entirety.

**Section 110 NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION**

Delete the entire section and replace with the following:

All claims and disputes shall be resolved pursuant to § 13 of the General Conditions.

## **SPECIFICATIONS**

The page Specifications applicable to the Project and associated Construction Plans were prepared by Thomas A. Martinez P.E., City Engineer and are attached to this document following the CDBG package.

**BID FORM**

**CITY OF TOMBSTONE**

**PROJECT #CDBG 124-20  
SAFFORD STREET WATERLINE IMPROVEMENTS PROJECT**

**THIS BID IS SUBMITTED BY:**

\_\_\_\_\_  
a(n) \_\_\_\_\_(Corporation, Limited Liability  
Company, Partnership, Joint Venture, Sole Proprietorship, Individual), holder of an Arizona Registrar of  
Contractor’s license: ROC# \_\_, classification \_\_\_\_\_

\_\_\_\_\_  

NAME	TITLE	DATE
------	-------	------

  
(Failure to fill in the information above, regarding the Bidder being a holder of Arizona State Contractor’s  
License is grounds for rejection of the Bid.)

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby  
proposes to perform the work described herein for the following unit prices or lump sum amounts:

## BID SCHEDULE

**PROJECT #CDBG 124-20  
SAFFORD STREET WATERLINE IMPROVEMENTS PROJECT**

No.	Description	Quantity	Unit	Unit Price	Extended Price
<b>PIPING</b>					
1	6" C900 200 psi	5,578	FT		
2	12 Gauge Tracer Wire	5,800	FT		
3	Magnetic Bury Tape	5,578	FT		
4	Fire Hydrant Assembly	8 (*)	EA		
5	Gate Valves	49	EA		
6					
7					
8					
9					
10	<b>*Hydrants Supplied by the City</b>				
<b>BACKFILL</b>					
11	Shading Sand	310	CY		
12	ABC (MAG Spec)	1,240	TN		
13					
14					
15					
16					
17					
18					
19					
<b>ALTERNATE BID ITEMS</b>					
20	ALT – MAG Spec Hot Mix	110	TN		
	<b>TOTAL Lump Sum BID (Sub Total + Contingency)</b>				
	<b>QUANTITIES ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR CALCULATING THEIR OWN QUANTITIES.</b>				

**TOTAL BID PRICE Safford Street Waterline Improvements Project**

\$ \_\_\_\_\_

Dollars

(In Words)

Cents

(In Words)

In evaluating Bids, discrepancies in the multiplication of units of work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in factor of the correct sum.

Bidders are required to fill in all blank spaces with an entry. Bids submitted with blank spaces may be considered "Non-Responsive". Quantities shown in this Bid schedule are approximate only, and are used for the purpose of Bid comparison.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the Bid has been reserved by THE CITY.

The undersigned hereby certifies that the information submitted herewith, including any attachment is true to the best of his knowledge and belief.

Seal (if Bid is by Corporation)

Respectfully Submitted:

Bidder:

Signature:

Title:

License No.

Address:

Date:

## ACKNOWLEDGEMENT OF ADDENDA

### PROJECT #CDBG 124-20 SAFFORD STREET WATERLINE IMPROVEMENTS PROJECT

\_\_\_\_\_ acknowledges that it has received the following addenda:  
(Contractor)

(Addendum #)	(Date)

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

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Title)

## LIST OF SUBCONTRACTORS

**PROJECT #CDBG 124-20**  
**SAFFORD STREET WATERLINE IMPROVEMENTS PROJECT**

The following information gives the name, business address, and portion of WORK (description of WORK to be done) for each SUBCONTRACTOR that WILL be used in the WORK if the BIDDER is awarded the CONTRACT. No SUBCONTRACTOR doing WORK in excess of Ten Thousand Dollars (\$10,000.00) and who is not listed SHALL be used without the written approval of the OWNER which SHALL not be unreasonably withheld. (Additional supporting data MAY be attached to this page. Each page SHALL be sequentially numbered and headed "Proposed Subcontractors" and SHALL be signed.) Substitutions of SUBCONTRACTORS MAY be made by the BIDDER so long as all SUBCONTRACTORS used meet all requirements for SUBCONTRACTORS and all subcontract agreements meet all requirements for sub-agreements and lower tier agreements as set forth in the CONTRACT DOCUMENTS.

[illegible]

# STATUTORY BID BOND

**STATUTORY BID BOND**  
**PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1 OF THE ARIZONA REVISED STATUTES**  
(Penalty of this bond must be 10% of the Bid amount)

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ (hereafter "Principal"),  
as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the  
State of \_\_\_\_\_, with its principal offices in the City of \_\_\_\_\_, (hereafter  
"Surety"), as Surety, are held and firmly bound unto the  
\_\_\_\_\_ (hereafter "Obligee")  
in the amount of \_\_\_\_\_ (Dollars)  
(\$ \_\_\_\_\_), 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 submitted a Bid for Contract No. CDBG 124-20 Safford Street Waterline Improvements

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

SEAL

BY: \_\_\_\_\_

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_

\_\_\_\_\_  
AGENCY OF RECORD



## RESOLUTION OF BOARD OF DIRECTORS

### CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

\_\_\_\_\_  
(Name of Corporation)

RESOLVED that \_\_\_\_\_  
(Person Authorized to Sign) (Title)

\_\_\_\_\_ ("Corporation") is authorized to sign and submit the Bid or Bid of  
this Corporation for the following project:

CITY OF TOMBSTONE  
PROJECT NUMBER: CDBG 124-20  
SAFFORD STREET WATERLINE IMPROVEMENTS PROJECT

The foregoing is a true and correct copy of the Resolution adopted by the Corporation at the meeting of its Board of  
Directors held on \_\_\_\_ day of \_\_\_\_\_, 2020.

By \_\_\_\_\_

Title \_\_\_\_\_

(THIS FORM MUST BE COMPLETED IF BIDDER IS A CORPORATION)

# NON-COLLUSIVE BID CERTIFICATION

## PROJECT #CDBG 124-20 SAFFORD STREET WATERLINE IMPROVEMENTS PROJECT

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ of the City/Town of \_\_\_\_\_, in the County of \_\_\_\_\_, and the State of \_\_\_\_\_, of full age being duly sworn According to the law of my oath depose and say that:

I am \_\_\_\_\_ a \_\_\_\_\_ of the \_\_\_\_\_, the Bidder making the Bid for the City of Tombstone Project: \_\_\_\_\_, and that I executed the said Bid with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive Bid in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the City of Tombstone relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent fee, except bonafide employees or a bonafide established commercial or selling agencies maintained by:

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Printed or Typed Name of Bidder)

(Seal of Corporation)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the County of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)



## NOTICE OF AWARD - CONSTRUCTION

Date

Address

**RE: NOTICE OF AWARD FOR CONSTRUCTION SERVICES FOR THE CITY OF TOMBSTONE, SAFFORD WATERLINE IMPROVEMENTS, CDBG #124-20**

Dear \_\_\_\_\_,

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

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

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

e. The following forms from the Bid Document **must be** submitted to **Keith Dennis**, Community Development Program Manager, SEAGO, 1403 W. Hwy 92, Bisbee, AZ 85603 **within ten (10) days of receipt of this letter**:

- a completed LS-3, CDBG Subcontractor's Certification Form (one for each subcontractor, zip codes must include the last 4 digits, i.e. 85603-1800 and phones include Office, FAX, and Cell;
- a completed SLS-B, Point of Contact Information Sheet (and one for each subcontractor);
- a completed SLS-E (Project Wage Rate Classifications & Additional Classifications) Form. Please list all classifications required for the entire project, specifically those not listed in the Wage Rate Decision.

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

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

A Pre-Construction Conference is set for \_\_\_\_\_, at \_\_\_\_\_, Tombstone, AZ.

Congratulations, and we look forward to the successful completion of this project. If you require any other information, please contact Keith Dennis, SEAGO Community Development Program Manager, [kdennis@seago.org](mailto:kdennis@seago.org) or at (520) 432-5301x 203.

City of Tombstone  
(OWNER)

Dustin Escapule, Mayor

Enclosures: Contracts (2)  
C: SEAGO



## **NOTICE OF NON-AWARD – CONSTRUCTION SERVICES**

Date

Contractor/Address

Dear :

**RE: NOTICE OF NON-AWARD FOR CONSTRUCTION SERVICES CITY OF TOMBSTONE, SAFFORD WATERLINE IMPROVEMENT PROJECT, CDBG #124-20.**

You are hereby notified that your bid for the above-mentioned CDBG project was considered. On behalf of the City of Tombstone, 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 County. If your firm wishes to protest either informally or formally, the deadline is within seventy-two (72) hours of bid award notification. All comments should be addressed to: Michael MacMillan, Building Official, at 6133 E Fremont Street, Tombstone AZ 85638. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or authorized representative, a detailed statement of legal and factual grounds of the protest including copies of relevant data, and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, ADOH, or others, the City will respond to the protest.

Additionally:

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

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

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

Sincerely,

Dustin Escapule, Mayor

Enclosure

C: SEAGO



## NOTICE TO PROCEED – CONSTRUCTION

Date

Name of President/Owner

Name of Company

Address

City, State Zip Code

Dear \_\_\_\_\_ :

**RE: NOTICE TO PROCEED – SAFFORD WATERLINE IMPROVEMENTS PROJECT, CDBG #124-20.**

You are hereby notified to commence work on the above referenced project on or before

\_\_\_\_\_, 2020, and shall substantially complete all of the work in accordance with the Contract within 180 consecutive calendar days thereafter, or by \_\_\_\_\_, 2020. The Contract provides for an assessment of the sum of \$500 as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete. Please complete the acceptance portion of this notice and return it as soon as possible. We look forward to completing a successful project with you.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
Mac MacMillan, Building Official

-----  
**ACCEPTANCE OF NOTICE**

Receipt of the forgoing **Notice to Proceed** is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Signature

C: SEAGO



## PERFORMANCE BOND

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

### KNOW ALL MEN BY THESE PRESENTS:

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

**WHEREAS**, the Principal has entered into a certain written contract with the Obligee dated the \_\_\_\_ day of \_\_\_\_\_, 2019, to construct the **Safford Waterline Improvement Project, CDBG #124-20**, 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 \_\_\_\_\_, 2020.

_____	_____
AGENCY OF RECORD	PRINCIPAL SEAL
_____	BY _____
_____	
AGENCY ADDRESS	SURETY
	BY _____

**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 \_\_\_\_\_, 2019, to construct the **Safford Waterline Improvements Project, CDBG #124-20**, 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 \_\_\_\_\_, 2020.

_____	_____
AGENCY OF RECORD	PRINCIPAL SEAL
_____	BY _____
_____	
AGENCY ADDRESS	SURETY
	BY _____

## CONTRACT AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Tombstone, State of Arizona (hereinafter called the "CITY") acting herein by Mr. Dustin Escapule, Mayor, hereunto duly authorized, and \_\_\_\_\_ (hereinafter called the "CONTRACTOR") acting herein by \_\_\_\_\_, President, hereunto authorized.

WITNESSETH THAT:

The CITY desires to engage the CONTRACTOR to render construction services for the Safford Waterline Improvement Project, CDBG Contract #124-20.

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:

Installation of 5,578 feet of 6" water main 49 gate valves, 8 fire hydrants, and curb stop with flushing pipes as specified in the plans.

### 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 CITY and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the CITY 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 CITY has designated South Eastern Arizona Governments Organization (SEAGO) as administrative project manager. SEAGO 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 one hundred and eighty (180) calendar days of the date in the Notice to Proceed.

### 5. Liquidated Damages

CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY 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 CITY if the

work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY \$500.00 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 amount of compensation and reimbursement to be paid hereunder is: \_\_\_\_\_ Dollars (\$00), the total of the base bid. Originals of the Applications for Payment are to be submitted no later than the first day of the month to Alex Gradillas, Public Works Director, 613 E Fremont Street, Tombstone AZ 85638, at [publicworks@cityoftombstoneaz.gov](mailto:publicworks@cityoftombstoneaz.gov).

The Engineer shall review and verify the percentage, progress and quality of work completed. The Engineer will also submit a copy of the approved Application for Payment to: Keith Dennis, CDBG Program Manager, at [kdennis@seago.org](mailto:kdennis@seago.org).

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

The CITY and CONTRACTOR mutually agree that the CITY 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 CITY will make payments in the amount equal to ninety percent (90%) of work completed (i.e. CITY 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 CITY 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 CITY may withhold to cover claims requiring a greater sum to be retained and liquidated damages.

The CITY may deduct from each progress payment and final payment an amount equal to the CITY's estimate of the liquidated damages then due or that would become due based on the CITY'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**

a. CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations and shall exonerate, indemnify and hold harmless the CITY and its employees and officers, SEAGO and the State of Arizona Department of Housing (ADOH) ["Indemnified Parties"] 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, workers' compensation and income tax laws. This section shall survive any termination of this Agreement.

b. The CONTRACTOR shall indemnify, defend, and hold the Indemnified Parties harmless from any and all claims, demands, suits, actions, proceedings, loss cost, and damages of every kind and description, including any reasonable attorney's fees and/or litigation expenses, which may be brought or made against the Contractor, its employees and officers, the Indemnified Parties, or any person, regardless of who makes the claim, to the extent they result from the acts of the Contractor, its employees, agents, representatives, or sub-contractors, their employees, agents or representatives in connection with or incidental to the performance of this Contract. The CONTRACTOR'S obligation under this Section shall not apply to any damages caused by the negligence of CITY or its employees. The indemnity provided in this Section shall survive termination of this Contract. Neither the contract amount, nor the minimum limits and types of insurance provided for, above, shall limit the scope and extent of indemnity hereunder.

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

## **9. Project Familiarity and Identification of Conflicts**

In order to induce the CITY 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 CITY 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 CITY in its sole discretion and licensed to do business in the State of Arizona with policies and forms satisfactory to the CITY.

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 CITY, constitute a material breach of this Contract.

The CONTRACTOR'S insurance shall be primary insurance as respects the CITY, and any insurance or self-insurance maintained by the CITY 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 CITY.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the CITY, 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 CITY under such policies. The CONTRACTOR shall be solely responsible for the deductible and/or insured retention and the CITY, 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 CITY 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 CITY 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 CITY'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 CITY OF TOMBSTONE, its agents, officers, officials and employees as Additional Insured.

## REQUIRED COVERAGE

### Commercial General Liability

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

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

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

### Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of **not less than \$2,000,000.00 each occurrence** with respect to the CONTRACTOR's 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.

### Workers' Compensation

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

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

### Certificates of Insurance

Prior to commencing work or services under this Contract, CONTRACTOR shall furnish the 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 CITY 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 CITY.

## **11. Timely Submission of Labor Standard Forms**

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

## **12. Contract Documents**

The contract documents which comprise the entire agreement between the CITY 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 April 30, 2020 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 CITY 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 CITY 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 CITY, 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 CITY 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).

#### **16. Safety**

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

#### **17. Retention of Records**

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

**18. Independent Contractor**

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

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

Approved as to Form:

City of Tombstone

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Paul Bays, City Attorney

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Dustin Escapule, Mayor

ATTEST:

CONTRACTOR:

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Regina Duran, City Clerk

---

, President

**(ATTACHED EXHIBIT "A" also to be SIGNED)**

## **EXHIBIT A: TERMS AND CONDITIONS**

### **1. Termination of Contract**

- a. If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner his/her obligations under this contract or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the CITY 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 CITY, become CITY'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 CITY for damages sustained by the CITY by virtue of any breach of the contract by the CONTRACTOR and the CITY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

- b. The CITY 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 CITY 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 CITY 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 CITY 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 CITY.
- 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 CITY. 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 CITY thereto: provided, however, that claims for money by the CONTRACTOR from the CITY 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 CITY.

#### **6. Reports and Information**

The CONTRACTOR, at such times and in such forms as the CITY may require, shall furnish the CITY 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 CITY 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 CITY.

#### **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 CITY, 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 CITY 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 CITY and no other officer, employee or agent of the CITY 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. 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 CITY 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 CITY. 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 City of Tombstone. 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 Keith Dennis, SEAGO, at [kdennis@seago.org](mailto:kdennis@seago.org).

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

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

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

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

**LS4 Weekly Payroll Report**

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

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

- a. Business Owners: This person must be listed in Section 5C of the LS-2 or LS-3 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 CITY, CONTRACTOR and Sub-Contractors to discuss the technical nature of the construction project and all of the compliance requirements of the Contract.

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

**Notice Provisions**

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

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

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

Approved as to Form:

City of Tombstone

\_\_\_\_\_  
Paul Bays, City Attorney

\_\_\_\_\_  
Dustin Escapule, Mayor

ATTEST:

CONTRACTOR:

\_\_\_\_\_  
Regina Duran, City Clerk

\_\_\_\_\_  
, President

# W-9 FORM

<b>Form W-9</b> (Rev. November 2017) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.					
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.							
2 Business name/disregarded entity name, if different from above							
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Apply to accounts maintained outside the U.S.)</small>						
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	5 Address (number, street, and apt. or suite no.) See instructions.						
6 City, state, and ZIP code	Requester's name and address (optional) <b>City of Globe</b> <b>150 North Pine Street</b> <b>Globe, AZ 85501</b>						
7 List account number(s) here (optional)							
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> </td> </tr> <tr> <td style="text-align: center;">or</td> </tr> <tr> <td style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> </td> </tr> </table>			Social security number	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>	or	Employer identification number	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>
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Employer identification number							
<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>							
<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.							
<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____					
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> . <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.							

Cat. No. 10231X

Form **W-9** (Rev. 11-2017)

**SECTION A**

**ENVIRONMENTAL CONDITIONS**

**CITY OF TOMBSTONE**

**SAFFORD WATERLINE IMPROVEMENTS**

**CDBG #124-20**

# **City of Tombstone**

## **Safford Waterline Improvements CDBG #124-20**

### **ENVIRONMENTAL CONDITIONS**

#### **1. Mitigation Measures:**

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

#### **2. Required Permits:**

All land disturbances of one acre or more require a Construction Stormwater Notice of Intent (NOI) permit from ADEQ, which must be filed on the Internet at <http://az.gov/webapp/noi/main.do> by the contractor before construction can begin. Per ADEQ, this project is subject to Cochise County Floodplain Regulations.

#### **3. Endangered Species:**

No comments regarding endangered species or critical habitats were received as part of the Environmental Review Record. If you are uncertain about the effects of your project to any such species and/or associated critical habitats, or if you anticipate your project will not be in compliance with the [Endangered Species Act], the Department recommends that you and/or the project proponent contact the U.S. Fish and Wildlife Service (USFWS) for their Technical Assistance.

#### **4. Native Plant Protection:**

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



# ATTACHMENT

## *Arizona Department of State Office of the Secretary of State*

# ARIZONA ADMINISTRATIVE CODE

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

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

#### **Historical Note**

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

### **R18-2-605. Roadways and Streets**

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

#### **Historical Note**

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

### **R18-2-606. Material Handling**

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

#### **Historical Note**

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

### **R18-2-607. Storage Piles**

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

**R18-2-804. Roadway and Site Cleaning Machinery**

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

**Historical Note**

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

# **SECTION B**

## **CDBG COMPLIANCE BID DOCUMENT**

### **CITY OF TOMBSTONE SAFFORD WATERLINE IMPROVEMENTS PROJECT**

**CDBG #124-20**  
**(Includes Section 3 Requirements for contracts over  
\$100,000)**

# SEAGO COMPLIANCE BID DOCUMENT

## SECTION I

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

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

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

**Regarding Lobbying**

**Regarding Conflict of Interest**

**Procurement of Recovered Materials**

**Civil Rights Provision**

**Section 503 Clause (Affirmative Action for Handicapped Workers)**

**Access to Records and Records Retention**

**Equal Employment Opportunity**

**Federal Labor Standards Provisions**

**Section 3**



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

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

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

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

**LS-2.1**

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

b. The undersigned is:

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

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

**NAME** **TITLE** **ADDRESS**


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

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


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

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


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

Name of Contractor: \_\_\_\_\_

\_\_\_\_\_  
Signature (**in ink**)

\_\_\_\_\_  
Type or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date and Phones

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

**LS-2.2**

## LS-2 INSTRUCTIONS & HIGHLIGHTS

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

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

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



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

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

\_\_\_\_\_

for (name of project): \_\_\_\_\_

for (nature of work): \_\_\_\_\_

in the amount of \$\_\_\_\_\_ certify that:

- a. The Labor Standards Provisions (HUD 4010) are included in the aforementioned contract or bid;
  - b. Wage Decision # \_\_\_\_\_ are included in the aforementioned contract or bid.
2. I hereby certify that:
- a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
  - b. No part of the aforementioned contract has been or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. Further, I certify that:
- a. The demographic and business information of the undersigned are:

Contractor Information									
Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	DUNS #	Section 3 (Y/N)	Construction Firm Legal Name Address, 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)):

NAME
TITLE
ADDRESS

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

NAME
ADDRESS
NATURE OF INTEREST

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

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

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

a. Name of Contractor: \_\_\_\_\_

b. Signature (**in ink**): \_\_\_\_\_

c. Typed or Printed Name:

\_\_\_\_\_

d. Title: \_\_\_\_\_

e. Date: \_\_\_\_\_

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

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

### LS-3 INSTRUCTIONS & HIGHLIGHTS

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

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

## CERTIFICATIONS AND PROVISIONS

### **City of Tombstone Safford Waterline Improvement Project CDBG #124-20**

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.

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(Typed Name of Official)

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(Signature of Official)

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(Typed Name of Firm)

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(Date)

## Federal Labor Standards Provisions

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

### Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of 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.

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**(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.

**City of Tombstone**

**Safford Waterline Improvement Project, CDBG #124-20**

# WAGE RATE DETERMINATION

AZ37 1/24/2020, Mod 1  
(HEAVY)



"General Decision Number: AZ20200037 01/24/2020

Superseded General Decision Number: AZ20190037

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 \$10.80 for calendar year 2020 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 \$10.80 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 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020

BOIL0627-004 10/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 35.30	28.41

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\* ELEC0570-013 12/01/2019

Rates	Fringes
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ELECTRICIAN.....\$ 27.78                   18% + 5.60

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

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IRON0433-001 01/01/2014

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

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LAB01184-011 06/01/2019

	Rates	Fringes
LABORER GROUP 4 Jackhammer.....	\$ 21.82	5.71

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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.

=====

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](http://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)).

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

# SEAGO COMPLIANCE BID DOCUMENT

## SECTION II

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

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

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

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

**LS-4:** Weekly Payroll Reports – Contractor/Subcontractor must submit a completed payroll report documenting the hours and pay rate of its employees, within seven days of the end of each work week. Copies of time cards or time sheets SIGNED by employees, verifying dates and hours documented are correct, may also 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. **IF this is a Section 3 project, 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/County halls or county buildings, employment offices, commonly used locations, i.e. libraries, post offices, grocery stores, employment offices, etc.; and job site.
- **S3P-2: 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:

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

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

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

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

**SLS-B**

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

Project Name & CDBG #: <b>124-20 Safford Waterline Improvements</b>					Wage Rate Decision #: AZ 37 (Heavy)	
Name of Contractor, Point of Contact, Phones: _____ _____						
Name of Employee	Classification (As listed in WRD)	Rate of Pay	Fringe Benefit	Total	Deducted for F.B. Plan	Total Rate of Pay per Hour
Name of Employee	Additional Classifications (Not list in WRD)	Rate of Pay	Fringe Benefit	Total*	Deducted for F.B. Plan	Total Rate of Pay per Hour
How rate was determined:						
*TOTAL CANNOT BE LOWER THAN THE LOWEST SKILLED CLASSIFICATION IN PROJECT WRD						

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

SLS-E

## LS-4 - PAYROLL REPORT

NAME OF CONTRACTOR ( ) OR SUBCONTRACTOR ( )										ADDRESS											
PAYROLL NO.		FOR WEEK ENDING				PROJECT AND LOCATION City of Tombstone – Safford Waterline Improvements								PROJECT/CONTRACT NO. 124-20							
(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	No. of WH Exe m	(2) WORK CLASSIFICATION	O T or ST	(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																	
			O																		
			S																		

<b>GRANTEE USE ONLY</b>		
Date Received: _____	Date Reviewed: _____	Reviewed By: _____
Grantee Name: City of Tombstone		CDBG Contract No: 124-20

## LS-5 - STATEMENT OF COMPLIANCE

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of signatory party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by  
on the \_\_\_\_  
(Contractor or subcontractor) (Building or work)

that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full weekly wages earned by  
(Contractor or subcontractor)

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

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

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

(4) That:

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

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

### (c) EXCEPTIONS

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

## INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

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

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

### Contractors Who Pay All Required Fringe Benefits

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

### Contractors Who Pay No Fringe Benefits

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

### Use of Section 4(c), Exceptions

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

# REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX  
SERVICE CONTRACT  
CONSTRUCTION CONTRACT

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

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

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

1. <b>TO:</b> ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210			2. <b>FROM:</b> (REPORTING OFFICE)	
3. CONTRACTOR			4. DATE OF REQUEST	
5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (IF APPLICABLE) (SERVICE CONTRACT ONLY)

10. SUBCONTRACTOR (IF ANY)

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

12. LOCATION (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. <b>AGREE      DISAGREE</b>

**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
<hr/>			
Printed Employee Name			
Signature		\$	
		\$	
		\$	

**Note: One form per employee, due to confidentiality.**

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2. Name of Contractor/Sub: \_\_\_\_\_

Signature of Authorized Representative	Date
Typed Name	Phone Number

**LS-15**

**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

**S3B-1 (04/2016)**

**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  
(name of grantee) indicated in 1) or 2) above.

### B. Certifications

I, the undersigned, hereby certify that:

- 1) I have the legal authority to make these certifications on behalf of \_\_\_\_\_;  
(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

**S3B-3 (04/2016)**

## 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 _____
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Printed Name/Title _____	Phone No. _____	E-mail _____
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**S3R-1 (04/2016)**

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:

\$ \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Phone

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Person Completing Form

\_\_\_\_\_  
Date

Report Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

Activity No: 2 Activity Name: Safford Waterline Improvement ProjectREPORT 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 <sup>1</sup>	Ethnicity <sup>2</sup>	Section 3 Status <sup>3</sup>
Supervisor								
Professional								
Technical								
Office/Clerical								
Others								
TRADE:								
Journeyman								
Apprentices								
Trainees								
Others								
TOTALS								

<sup>1</sup> M = Male F = Female D = Disabled<sup>2</sup> 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<sup>3</sup> 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: \_\_\_\_\_

**S3R-3 (04/2016)**

# 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.



**CITY OF TOMBSTONE**

**CONTRACT DOCUMENTS AND**

**SPECIFICATIONS FOR**

**SAFFORD STREET WATERLINE IMPROVEMENTS PROJECT**

**FEBRUARY 2020**

**Engineer**

**Thom Martinez, Smyth Industries, Inc.  
4010 E. Illinois Street  
Tucson, Arizona 85714**

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Thomas A. Martinez, P.E.



# CITY OF TOMBSTONE

## PROJECT SPECIFIC SPECIFICATIONS

### SAFFORD STREET WATERLINE IMPROVEMENTS PROJECT

The project shall be constructed per plans and the project specifications, complete. The technical specifications shall be administered via MAG Specifications, including materials, products, testing, measurement and payment. These project specific specifications are supplied to provide additional project clarifications relating to unique project elements. Said project specific specifications shall be considered incidental to the contract, the bid items in the project bid schedule and no additional payment will be allowed therefor.

1. **SITE VISIT** - The contractor shall be required to perform a site visit to familiarize himself with existing site conditions prior to submitting a bid for the project. A mandatory pre-bid meeting is required where each contractor will have the opportunity to view the construction area and site constraints.
2. **UNDERGROUND UTILITIES** – The project will be constructed along an alignment with multiple existing utilities. The contractor shall pothole and field verify the location of existing underground utilities after Bluestake is called and prior pipeline installation. The contractor shall consider these tasks and slower production rates relating to being in close proximity and crossing existing utilities in preparing his project bid.
3. **FINISH GRADE AND/OR ASPHALT BID ALTERNATIVE**- The project is to be bid with two finish grade alternatives. The existing alignment consists of a chip sealed surface. The contractor shall be required to remove and lawfully dispose of the paving materials in the affected area.

For the bid alternative that does not include asphalt paving, the contractor shall install the pipeline per the depth of cover identified on the plans. The bedding and backfill shall be installed per Mag Standards. Final grade shall be re-established per existing line and grade with the top 12-inches of material to be imported aggregate base material per MAG Specifications. The contractor shall be compensated for a two-foot neat line width of said material along the pipeline alignment. If additional material is required due to trenching and or construction activities, the contractor shall be responsible for the cost of additional import, placement and testing. The contractor shall carefully consider activities that may increase his neat line quantities for labor, materials and equipment prior to submitting a bid for the project.

A project bid alternative for paving is to be provided by the contractor for this project. The contractor shall assume a pavement section of 2-inches of  $\frac{3}{4}$  inch Asphalt per MAG Specifications for the geographical region with no tack oil required. Mix design must be submitted and approved prior to any application. The pavement section shall include 6-inches of aggregate base course in conformance with MAG Specifications.

4. **FIRE HYDRANTS** – All fire hydrants will be supplied by the owner and installed by the contractor. Seven (7) new installations per plan, and one (1) replacement hydrant. All pipe, valves and other associated materials are to be supplied by the contractor.
5. **EXISTING GEOTECHNICAL CONDITIONS** – A geotechnical report has not been prepared for this project. Two (2) linear pits will be excavated within the construction boundary; And, will be available for inspection the day of the walk thru. The contractor shall base his bid on the available information relative to excavation, shoring, production rates, backfill and screening requirements for pipeline and paving installation.

6. **TRAFFIC CONTROL** – The contractor shall prepare a traffic control plan per MUTCD Standards for review and approval by the City. The contractor shall be required to furnish, install and maintain all devices in a safe manner throughout the duration of the project. Any deviation from the plan will constitute justification for work to be stopped until such time the contractor corrects any deficiencies and implements required changes, at no additional cost to the City.
7. **STORMWATER POLLUTION PREVENTION PLAN** – The contractor shall provide a Stormwater Pollution Prevention Plan (SWPP) for review and approval by the City and ADEQ. The Contractor shall be responsible for the installation and maintenance of amenities including but not limited to silt fencing, berms and maintenance of Best Management Practices (BMP's) throughout the duration of the project.
8. **PROJECT SCHEDULE** – The contractor shall be required to prepare and maintain a project schedule. An updated project schedule shall be submitted monthly with progress payment requests.
9. **DAVIS BACON WAGES** - This project is a Community Development Block Grant project. Davis-Bacon Wage Requirements and all CDBG requirements will apply. Wage Decision AZ37 1.24.20(1) has been assigned to this project, located in Section B – CDBG Compliance Document. The contractor shall be required to supply all certified payroll documentation with his monthly pay requests for approval.