PROPOSAL PAMPHLET

FOR

TOWN OF WELLTON

SEPTIC TANK INSTALLATION PROJECT

(CDBG CONTRACT # 139-17)

Town of Wellton
28634 Oakland Avenue
Wellton, Arizona 85356
(928) 785-3348

APPROVED BY:

Larry Killman
Town Manager

Mayor:
Cecilia McCollough

Mayor Pro-Tem:
Brian Claar

Council Members:
Kenneth Baughman
Scott Blitz
Michelle Jones

ADVERTISEMENT FOR BIDS

TOWN OF WELLTON
Septic Tank Installation Project
(CDBG CONTRACT #139-17)

NOTICE IS HEREBY GIVEN THAT sealed proposals or bids will be received in the office of the Town Manager, at the Town Hall Building, 28634 E. Oakland Avenue, Wellton, Arizona 85356 until 2:00 P.M. (M.S.T.) on Monday, March 18, 2019 for furnishing all labor, materials, equipment, tools and performing all services required for the **Town of Wellton Septic Tank Installation Project (CDBG Contract #139-17),** and work incidental thereto. This project is funded with Federal Community Development Block Grant (CDBG) funds from the Arizona Department of Housing (ADOH). The Contractor shall comply with all applicable requirements, including the payment of Davis-Bacon wages and maintenance of certified payrolls. Proposals will then be publicly opened and read allow. Each bid will be submitted on the Proposal Form and be accompanied by a certified or cashier's check or bid bond in the amount of ten (10%) percent of the total amount of the bid. The proposed work is located within the limits of the Town of Wellton, Arizona. The work consists of but is not limited to the installation of ten (10) 1,500-gallon polyurethane septic tanks to include engineering, design, and all work accordingly. The project shall be complete and in place within 90 calendar days from the date of Notice to Proceed. Specifications and contract documents may be obtained at the Wellton Town Hall, 28634 E. Oakland Avenue, Wellton, Arizona 85356, telephone (928) 785-3348.

A mandatory Pre-Bid conference will be held at the Office of the Town Manager, at the Town Hall Building, 28634 E. Oakland Avenue, Wellton, Arizona 85356 on Monday, March 4, 2019 at 11:00 A.M. (M.S.T.) to discuss specifications and any questions Bidders may have.
All bids must be in a sealed envelope and plainly marked: "Town of Wellton Septic Tank Installation Project (CDBG CONTRACT#: 139-17)".

The Town of Wellton reserves the right to cancel this procurement, and/or reject and/or all bids, and/or to waive any informalities or irregularities in a bid. No Bidder may withdraw his bid for a period of thirty (30) days after the date set for the bid opening thereof.

TOWN OF WELLTON, ARIZONA

Larry Killman
Town Manager

Dates Advertised: Yuma Sun 2/15, 2/16, 2/22, & 2/23

1.1 RECEIPTS AND OPENING OF BIDS: The Town of Wellton, Arizona, ("Town") invites Bids on the form attached hereto for the **Town of Wellton Septic Tank Installation Project**. All blanks must be appropriately filled in. The Bidder shall also complete and submit a form listing proposed subcontractors as enclosed herein. Bids for this project will be received by the Office of the Town Manager at the Town Hall Building, 28634 E. Oakland Avenue, Wellton, Arizona 85356 until 2:00 PM, Arizona Time, March 18, 2019, where said Bids will be publicly opened and read aloud shortly thereafter.

The Town may, at its option, waive immaterial errors or omissions in bids not prepared and submitted in accordance with the provisions of this Invitation for Bids, and/or the procurement ordinance. Any Bid may be withdrawn prior to the above scheduled time for the opening of the Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within ninety (90) calendar days after the actual date of opening.

1.2 This solicitation is open to

1.2 PREPARATION OF BID: Each Bid must be submitted on the presented Form. All blank spaces for Bid Prices must be filled in, in ink or typewritten, in both words and figures.

Each Bid must be submitted in a sealed opaque envelope bearing on the outside the name of the Bidder, the Bidder's address, and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified in the Bid form.

The following fully-executed items shall be included with the bid submittal. Failure to include any of these items may result in that bid being considered incomplete, and the Bid may be rejected.

- Bid Proposal
- Bid Schedule
- Bid Bond
- Bidder's Statement of Qualifications
- Affidavit of Non-Collusion
- Acknowledgement of Each Addendum Issued
- Acknowledgement of AZDOH and HUD Requirements

1.3 NO ELECTRONIC SUBMISSIONS: No facsimile or any other method of electronic submission of Bids or Bid modification will be accepted.

1.4 QUALIFICATIONS OF BIDDER: Town may make investigation as it deems necessary to determine the qualifications and the ability of the Bidder to perform the work, and Bidder shall furnish Town all the information and data for this purpose as the Town may request.

Town may also request that Bidder provide a list of any actions taken by the Arizona Registrar of Contractors to suspend and/or revoke the Bidder's license for a period of two (2) years preceding the bid.

Town reserves the right to reject any or all bids or withhold the award of a contract to any Bidder for any reason Town determines in accordance with the provisions of Title 34 if Arizona Revised Statutes.

All Bidders and listed subcontractors must be valid Arizona Licensed contractors at the time of Bidding and be approved by the Arizona State Registrar of Contractors to do the type and amount of work specified in these documents. In addition, in order to be awarded a contract paid with federal funds, contractors are required to obtain a DUNS Number and be registered in the System for Award Management (SAM) before they can do business with the Federal Government. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register.

1.5 ARITHMETIC DISCREPANCIES IN THE BID: For the purpose of evaluating bids, the following criteria will be utilized by Town in resolving arithmetic discrepancies found on the fact of the Bid Schedule as submitted by Bidders:

- Obviously misplaced decimal points will be corrected:
- In case of discrepancy between unit price and extended price, the unit price will govern:
- Apparent errors in the extension of unit prices will be corrected:
- Apparent errors in addition of lump sums and extended prices will be corrected, and:
- In case of discrepancy between words and figures in unit prices, the amount shown in words shall govern.

For the purpose of Bid evaluation, Town will evaluate the bids on basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above.

1.6 INCOMPLETE BIDS: Failure to submit a Bid on all items in the Bid Schedule may result in that bid being considered incomplete, and the Bid may be rejected. Unit and/or lump sum prices must be shown for each Bid item within the Schedule.

1.7 BID SECURITY: Each bid must be accompanied by a bid bond in the form of a certified or cashier's check made payable to Town in an amount equal to ten percent (10%) of the bid submitted, or alternatively, through a surety bond issued in the form substantially similar to the one attached to these bid documents or on another form approved by Town in the amount of ten percent (10%) of the amount of the bid submitted. If the bid security provided by the Bidder is in the form of a surety bond, solely a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona, issued by the director of the Department of Insurance, pursuant to A.R.S. Title 20, Chapter 20, Article1, shall execute the surety bond. An individual surety or sureties shall not execute the surety bond, even if the requirements of § 7-101 A.R.S. are satisfied. The bid security shall be returned to the Bidders whose proposals are not accepted, and to the successful Bidder upon the execution of satisfactory payment and performance bonds for the construction contract.

1.8 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO A CONTRACT: The successful Bidder, upon failure or refusal to execute and deliver the Agreement, Bonds, and certificates required within ten (10) calendar days from the date of the Notice of Award, shall forfeit to Town, as liquidated damages for that failure or refusal, their bid bond and owe the difference between the bid and the amount of the Contract actually entered into with another party.

1.9 SECURITY FOR FAITHFUL PERFORMANCE AND PAYMENT: Simultaneously with delivery of the executed Contract, the successful Bidder shall furnish on the forms provided herein, in a sum equal to 100% of the face amount of the Contract awarded: 1) a surety bond as security for the performance of the Contract awarded; and 2) a surety bond as security for the payment of all persons performing labor or furnishing materials in connection with the project under the Contract awarded, as specified in the General Conditions included herein. In accordance with Section § 34-201 of Arizona revised Statutes, payment and performance bonds shall be issued by an authorized surety company satisfactory to Town and authorized to transact business in the State of Arizona. All bonds shall be issued by a surety insurer possessing at least an "A" rating, based upon the most recent issue of AM Best's Insurance Guide.

1.10 POWER OF ATTORNEY: Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power-of-attorney.

1.11 LAWS AND REGULATIONS: All applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project, including certifications required as terms of working under a federal grant, shall apply to the Contract throughout, and they will be deemed to be included om the Contract the same as though herein written out in full.

1.12 METHOD OF AWARD: The Town shall award the Contract to the lowest responsive and responsible Bidder, in accordance with § 34-201 and § 34-221 of Arizona Revised Statutes.

1.13 OBLIGATION OF BIDDER: At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all Addenda, if applicable). The failure or omission of the Bidder to examine any form, instrument or document, or site changes due to natural causes, shall in no way relieve any Bidder form any obligation in respect to his Bid. Site changes due to natural causes prior to Bid opening shall not be cause for Bid Alteration or withdrawal.

1.14 TIME OF COMPLETION AND LIQUIDATED DAMAGES: Bidder agrees to commence work on or before date to be specified in a written "Notice to Proceed" from Town, and to complete all of the work and achieve Final Acceptance on or before a completion date specified in the written "Notice to Proceed".

1.15 CONFLICT OF INTEREST: Pursuant to A.R.S. Section § 38-511, this contract is subject to cancellation by Town if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the Town is, at any time while the contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

1.17 NON-COLLUSION: Bidder is required to complete, notarize, and submit as part of this bid package the "Non-Collusion Affidavit" form, as attached herein. Failure of the Bidder to submit a properly executed affidavit may be grounds for rejection of the bid.

SCOPE OF WORK

Scope of Work, TOWN OF WELLTON SEPTIC TANK INSTALLATION (CDBG CONTRACT #139-17).

The project includes but is not limited to the following work within the Town of Wellton, Arizona: Installation of ten (10) 1,500-gallon polyurethane septic tanks to include engineering, design, and all work accordingly. Site Plans are attached for septic tank locations. Contractor is responsible for all permitting and engineering.

ARTICLE 2 – BID PROPOSAL

2.0 BID PROPOSAL

PROJECT NO: CDBG CONTRACT #139-17

PROJECT NAME: Town of Wellton Septic Tank Installation Project

The undersigned, as Bidder, declares that Bidder has received and examined the Bid documents entitled "Town of Wellton Septic Tank Installation Project" and will contract with Town, on the form of Agreement provided herein, to do everything required for the fulfillment of the Contract for the project at the prices and on the terms and conditions of the Bid documents, plans and all associated documents.

The following shall form a part of this proposal:

Article	Title
2.0	Bid Proposal
3.0	Bid Schedule
4.0	Arizona Statutory Bid Bond
5.0	Bidder's Statement of Qualifications

Bidder acknowledges that addenda numbers _____ have been received and have been examined as part of the Contract Documents.

We certify that our proposal is genuine, and not sham or collusive, or made in the interest or behalf of any undisclosed person, organization, or corporation, and that we have not directly or indirectly induced or solicited any other bidder to put in a sham bid, or directly or indirectly induced or solicited any other potential Bidder to refrain from bidding, and that Bidder has not in any manner sought by collusion to secure an advantage of any other Bidder.

Bidder agrees that this Bid shall be good and cannot be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder shall execute the formal Agreement within ten (10) calendar days and deliver a Performance Bond, Payment Bond, and Certificates of Insurance as required by these Contract Documents.

Bidder declares that Bidder has visited the site and have carefully examined the Contract Documents relating to the work covered by the above bid or bids.

Enclosed herewith is a certified or cashier's check or bid bond, payable to the Town of Wellton, Arizona, in the amount of ten percent (10%) of the total bid. This check or bond is submitted as a guarantee that Bidder will enter into a contract and furnish the required bonds in the event the contract is awarded. The bid security attached, without endorsement, becomes property of the Town in the even the Agreement and Bonds are not executed within the time set forth, as a portion of the liquidated damages for delay and additional work caused thereby.

Bidder understands that the Town reserves the right to reject any and/or all bids, o to waive any informalities in any bid, deemed by Town to be in its best interests.

Dated this ____ day of _____, 20___.

Respectfully Submitted by: _____

Title: _____

Name of Firm: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Seal – If bid by a Corporation

Arizona Contractor's License No.: _____ Type: _____

ARTICLE 3 – BID SCHEDULE

3.0 BID SCHEDULE

PROJECT NO: CDBG CONTRACT #139-17

PROJECT NAME: Town of Wellton Septic Tank Installation Project

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.

Note: Bids shall include sales tax and all other applicable taxes and fees. All bids shall be checked for errors. If errors are made, unit prices shall govern, and the corrections will be made accordingly to the unit price and totals will be revised to reflect the corrections.

Bid Item	Quantity	Unit	Description	Unit Cost	Total Cost
1	10	EA	Installation of polyurethane septic tanks in accordance with the Technical Specifications		
TOTAL PROJECT					

Total Bid Amount (Items 1 through ___ above): _____

(in Words). ($_____.00) Calendar Days Vendor requires to Complete Total Project:

Ninety (90) Calendar days or less after Notice to Proceed.

This Proposal is submitted by _____.

A corporation/limited liability company/partnership/sole proprietorship organized under the laws State of Arizona and is the holder of Arizona Contractor's License No._____

and Town of Wellton License No: _____ (*Town Business License not required at time of Bid, but must be obtained prior to issuance of Notice to Proceed*)

Respectfully submitted:

_____

Company Name

_____

Signature of Authorized Person

_____

Printed Name and Title

_____	_____
Address	City, State, and Zip
_____	_____
Telephone	Mobile Telephone
_____	_____
Fax	Email

ARTICLE 4 – BID BOND

4.0 ARIZONA STATUTORY BID BOND

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

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter "Principal"), as Principal, and _____, (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with its principal offices in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the Town of Wellton, Arizona, (hereinafter "Obligee), as Obligee, in the amount of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid of $_____ to furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of **Project No.:** CDBG CONTRACT #139-17 known as the **Town of Wellton Septic Tank Installation Project.**

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and materials furnished in the prosecution of the Contract, or in the event of the failure of the Principal to enter into a Contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not exceed the penalty of the

bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith Contract with another party to perform the work covered by the proposal then this obligation is void.

Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section § 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witnessed this _____ day of _____, 20____.

_____	_____
PRINCIPAL SEAL	SURETY SEAL
By: _____	BY: _____ Attorney-in-Fact
Its: _____ Agency of Record	_____ Agency Address

ARTICLE 5 – BIDDER'S STATEMENT OF QUALIFICATIONS

5.0 BIDDER'S STATEMENT OF QUALIFICATIONS

The Undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted To: Town of Wellton

Attention: Larry Killman

Town Manager

P.O. Box 67

Wellton, Arizona 85356

Submitted By: Name: _____

Address: _____

Principal Office: _____

(NOTE: Attach separate sheets as necessary)

How many years has your organization been in business as a contractor? _____

How many years has your organization been in business under its present name? _____

If a corporation or limited liability company, answer the following:

Date of formation: _____

Fed. Tax I.D. #: _____

State of formation: _____

President/Manager: _____

Other officer(s) /member(s): _____

_____

Secretary: _____

Treasurer: _____

If a Partnership, answer the following:

Date of Organization: _____

Type of Partnership: _____

(General/Limited/Assoc.)

Name and Address of all partners:

_____

_____

_____

If other than a corporation, limited liability company or partnership, describe organization and name principals:

_____

_____

_____

What percent of the work do you normally perform with your own forces? _____ List Trades:

_____ _____ _____

_____ _____ _____

_____ _____ _____

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

_____

_____

Has any officer or partner of your organization ever been an officer or partner of another organization that dialed to complete a construction contract? _____ If so, state circumstances:

_____

_____

List major construction projects your organization has under contract on this date:

Project Name	**Name, Address & Telephone Number of Owner**	**Contract Amount**	**Contract Date**	**Percent Complete**	**Scheduled**

List similar construction projects your organization has completed in the past five years:

Project Name	**Owner**	**Contract Amount**	**Date Awarded**	**Date Completed**	**Percent with Own Forces**

List the construction experience of the principal individuals in your organization:

Individuals Name	Construction Experience – Years	Present Position & Years of Experience	Dollar Volume Responsibility	Previous Position & Years of Experience

List states and categories in which your organization is legally qualified to do business:

_____

_____

Name of bonding and insurance companies and name and address of agents:

_____

_____

Maximum bonding capacity:

_____

Is there any pending litigation by or against your organization or its officers? _____

If so, please provide details:_____

_____

_____

Have you had any OSHA violations within the last 10 years by or against your organization or its officers? _____ If yes, please provide details:_____

_____

Are there any judgements that have been entered by a court of competent jurisdiction against your organization or its officers during the last three years? If yes, please provide details:

_____

List of Subcontractors. In accordance with Section 1.1 of the Invitation to Bid & Bid Documents, the following is a breakdown of subcontractors anticipated to be used for completing this project and their approximate percentage of work to be performed. Bidder is not required to submit with its bid a complete list of all subcontractors contemplated to be utilized on the project.

Bidder certifies that all subcontractors listed are eligible to perform work on public works projects pursuant to ARS § 34-241

Subcontractor	Description of work	Percentage (%) Total Project

Total % of all subcontractor work on project: _____

Total % for Bidder: _____

Dated at _____ this _____ day of _____, 20_____

Name of organization: _____

By: _____ Title: _____

5.1 AFFIDAVIT

AFFIDAVIT OF BIDDER CERTIFYING NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF_____)

) ss

COUNTY OF_____)

_____
(name of individual)

BEING DULY SWORN, DEPOSES AND SAYS:

THAT HE/SHE IS _____
(title)

OF _____
(name of business)

THAT PURSUANT TO SECTION § 34-253 OF THE ARIZONA REVISED STATUTES, HE/SHE CERTIFIES AS FOLLOWS:

THAT NEITHER HE/SHE NOR ANYONE ASSOCIATED WITH THE BUSINESS

_____
(name of business)

HAS DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMETITIVE BIDDING IN CONNECTION WITH THIS PROJECT

By: _____
(name of individual)

_____
(title)

_____
(name of business)

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 20__

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

6.0 AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20____ by and between the TOWN OF

WELLTON ("Town") and _____("Contractor").

WITNESS THAT

WHEREAS, Town desires to install ten (10) 1, 500-gallon septic tanks under the project "**Town of Wellton Septic Tank Installation Project", CDBG # 139-17.**

WHEREAS, Contractor represents that it possesses the experience, competence, equipment and financing to properly perform such work, and has formally proposed to do so, and to furnish all necessary labor, materials, and equipment and services therefore in accordance with said plans, and subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is hereby agreed as follows:

1. The Contractor will commence and complete in its entirety the scope of work as indicated in the **Town of Wellton Septic Tank Installation Project.**

2. The Contractor will furnish all the materials, supplies, tools, equipment, labor and other services necessary for the completion of the project described herein.

3. The Contract will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will complete the same as follows:

   All work shall be completed within ninety (90) calendar days or less after the Notice to Proceed.

   The period for completion may be extended by a properly executed Change Order approved by the Town.

4. Liquidated Damages: Town and Contractor recognize that time is of the essence of this Agreement and that Town will suffer financial loss if the project is not completed within the time specified in Section 3 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in probing in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental and any other losses or damages) suffered by Town if a complete acceptable project is not delivered on time.

   Accordingly, and instead of requiring proof of such losses or damages, Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay to the Town sums as defined in the Schedule of Liquidated Damages as provided in Section 1.14 per calendar day that expires after the time specified in Section 3 for delivery of acceptable bid items.

5. Contractor agrees to perform all of this work described in the Contract Documents and comply with the terms therein for the sum of $_____ as shown in Bid Schedule.

6. The term "Contract Documents" means and includes the following:

   a. Advertisement for Bids

   b. Information for Bidders

   c. Bid Schedule

   d. Bid Bond

   e. Agreement

   f. Bidder's Statement of Qualifications

   g. Non-Collusion Affidavit

   h. Payment Bond

   i. Performance Bond

   j. Notice of Award

   k. Notice to Proceed

   l. General Conditions

   m. Special Provisions

   n. Location Map

   o. Supplemental Specifications

   p. Technical Specifications /General Provisions

   q. Change Order (s)

   r. Addenda: ____-___

7. Town will pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assignees.

PROJECT NO: 139-17

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies, each of which shall be deemed an original on the date approved by Council written below.

The Town of Wellton

_____
Company Name

By: _____ _____
Cecilia McCollough, Mayor Date

By: _____ _____
Title Date

ATTEST

BY: _____
Larry Killman, Town Clerk

APPROVED AS TO FORM:

By: _____ _____
Nicholle Harris, Town Attorney Date

6.1 ARIZONA STATUTORY PERFORMANCE BOND

PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Contract amount)

KNOW BY ALL MEN BY THESE PRESENTS THAT _____

(hereinafter "Principal"). As Principal, and _____

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact Surety business in Arizona and issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Town of Wellton, Arizona (hereinafter "Obligee") in the amount of _____, (Dollars) ($_____) for the payment whereof, 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 Obligee, dated the ____ day of _____, 20___, to furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the **Town of Wellton Septic Tank Installation Project**, 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 faithfully performs and fulfills 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 of the Surety, and during the life of any guarantee 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 same extent as if it were copied at length in this agreement.

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

Witness our hands this ____ day of _____, 20_____

_____

PRINCIPAL SEAL

_____ BY: _____

AGENCY OF RECORD

_____ _____

AGENCY ADDRESS SURETY SEAL

_____ BY: _____

6.2 ARIZONA STATUTORY PAYMENT BOND

PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Contract amount)

KNOW BY ALL MEN BY THESE PRESENTS THAT _____

(hereinafter "Principal"). As Principal, and _____

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of

_____ with its principal office in the City of _____, holding a certificate of authority to transact Surety business in Arizona and issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Town of Wellton, Arizona (hereinafter "Obligee") in the amount of _____ (Dollars) ($_____) for the payment whereof, 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 Obligee, dated the ____ day of _____, 20___, to furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the **Town of Wellton Septic Tank Installation Project**, 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 monies 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 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 same extent as if it were copied at length in this agreement.

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

Witness our hands this ____ day of _____, 20_____

_____

PRINCIPAL SEAL

_____ BY: _____

AGENCY OF RECORD

_____ _____

AGENCY ADDRESS SURETY SEAL

_____ BY: _____

ARTICLE 7 – NOTICES AND LIEN RELEASES

7.0 NOTICE OF AWARD

Date: _____

To: _____

_____

_____

PROJECT DESCRIPTION: **Town of Wellton Septic Tank Installation Project**

Project No: 139-17

Town has considered the bid submitted by you, dated _____ in response to its Advertisement for Bids and Invitation to Bid for the above described work.

You are hereby notified that your bid has been accepted for items in the amount of $_____.

You are required by the Invitation to Bid to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this notice. You are also required to furnish proof of current Town of Wellton Business License.

If you fail to execute the Agreement and furnish the bonds and insurance certificates within ten (10) calendar days from the date of this Notice, the Town will be entitled to consider all your rights arising out of the Town's acceptance of your bid as abandoned and as a forfeiture of your bid bond. Town will be entitled to all other rights as may be granted by law.

You are required to return all documents and an acknowledged copy of this NOTICE OF AWARD to the Town at:

Town of Wellton

Attn: Yolanda Galindo

Grants Administrator

P.O. Box 67, Wellton, Arizona 85356

By: _____ Dated this ___ day of _____, 2019
Project Manager

(Contractor shall return a signed copy of this notice to the Town)

By: _____ Dated this ___ day of _____, 2019
Contractor and Title

7.1 NOTICE TO PROCEED

Date: _____

To: _____

_____

_____

RE: TOWN OF WELLTON BID for the **Septic Tank Installation Project**

Project No. 139-17

You are hereby notified to commence work on the project in accordance with the Agreement dated _____, 2019, within ten (10) calendar days of the date of this Notice to Proceed, which is the effective date of the notice for the project, and you are to complete the work within ninety (90) calendar days or less after Notice to Proceed. The date for completion of the work is therefore _____, 2019.

OWNER: Town of Wellton

BY: _____
Town Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

This, the _____ day of _____, 2019

Contractor: _____

Name: _____

By: _____

Title: _____

Note: The Contractor shall return a signed copy of this Notice to the Owner at:

Town of Wellton

Attn: Yolanda Galindo

Public Works Director

P.O. Box 67, Wellton, AZ 85356

7.2 CERTIFICATE OF COMPLETION

I hereby state that all good and/or services required by:

Town of Wellton

For the

Septic Tank Installation Project

Has been delivered in substantial conformance with the contract, all activities required by the Contractor under the contract have been completed and that all required unconditional lien releases have been submitted as of _____.
Date

TOWN OF WELLTON

By: _____
Project Manager Signature

Printed Name: _____

Title: _____

ACCEPTANCE OF NOTICE

(NOTE: The contractor shall return signed copy of this Notice to the Owner)

Receipt of the above **CERTIFICATE OF COMPLETION** is hereby acknowledged

This, the ___ day of _____, 2019.

Contractor: _____

Name: _____

By: _____

Title: _____

7.3 Unconditional Waiver and Lien Release

Project Name: _____

Location: _____

Contractor: _____

Owner: Town of Wellton, an Arizona municipal corporation

The undersigned has been paid in full for all labor, services and equipment or material furnished pursuant to the Project above and does hereby unconditionally waive and release any right to mechanic's lien, any state, federal, municipal or private bond rights, and any claim for payment rights for persons in the undersigned's position, except for disputed claims for extra work in the amount of $_____.

The undersigned warrants that the provider for whom the undersigned had the authority to bind, has already paid or will use the monies received from final payment to promptly pay in full all laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or service provided for or to the above-referenced Project.

_____ _____
(Company name) (Date)

_____ _____
(Print name) (Title)

_____
(Signature)

NOTICE

This document waives the rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

ARTICLE 8 – GENERAL CONDITIONS

FEDERAL FUNDS: This contract is being funded by a **Community Development Block Grant (CDBG)** under a grant to the Town of Wellton from the **Arizona Department of Housing (ADOH) and the U.S. Department of Housing and Urban Development (HUD).** The Contractor acknowledges that all applicable Federal Regulations and laws apply.

8.0 Contract: The "Contract" is the written agreement covering the performance of the work and the furnishing of labor, materials, incidental services, tools, and equipment in the construction of the work and incorporates the "Contract Documents". It also includes supplemental agreements amending or extending the work contemplated in the manner hereinafter described and which may be required to complete the work in an acceptable manner to the Town. The Contract may include Contract change orders.

8.1 Contract Documents: The "Contract Documents" consist of the bidding requirements, Contract forms, conditions of the Contract including General and/or Supplemental General Conditions, Special Provisions, the technical specifications, and the drawings, including all Addenda and modifications thereafter incorporated into the documents before their execution and including all other requirements incorporated by specific reference thereto and under which Contractor is obligated to perform.

8.2 Town Inspector: Representative of Town and responsible for the supervision of Contractor's requirements under the Contract and through whom authorized Town communications may be delivered and through whom Contractor delivers communications, not including Notices.

8.3 Field Order and Change Orders: A Field order is a written order issued by Town Inspector to the Contractor during construction, which interprets either the technical specifications and/or drawings for the work to be performed by Contractor, including all addenda and modifications, which may be incorporated into the technical specifications and/or drawings before the Bid Opening Date. A Change order is a written order effecting a change in the work which involves: 1) any adjustment in the Contract price; 2) any change in the plans, specifications and/or drawings for performance of the work by the Contractor; or 3) any extension of the Contract time. Field orders, which may only involve interpretation of the plans, drawings and/or technical specifications contained within the Contract Documents, may be issued by the Town Inspector to the Contractor during construction but all change orders must be approved, in advance by Town.

8.4 Immigration Law: Contractor shall comply with the Federal Immigration Reform and Control Act of 1986 (IRCA). Contractor understand and acknowledges the applicability of the IRCA to Contractor. Contractor agrees to comply with the IRCA in performance of any resultant Contract and to permit Town inspection of their personnel records to verify compliance. Contractor represents by signing this contract that it is in compliance with IRCA and that Contractor will remain in compliance throughout the performance of this Contract. Contractor also warrants that it and any subcontractors used in performance of this Contract are in compliance with state law (see A.R.S. §23-214 A) and Contractor further acknowledges that pursuant to A. R. S. §41-4401, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract, and that Town retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Contract to ensure compliance with this warranty.

8.5 Written Notice: The term "Written Notice" or the requirement to notify signifies a written communication delivered in person or by certified or registered mail to Contractor or to Town as listed in the Contract.

8.6 Substantial Completion: "Substantial Completion" shall be that degree of completion of the project or a defined portion of the project, sufficient to provide Town, at Town's discretion, the full-time use of the project or defined portion of the project for the purposes for which it was intended. "Substantial Completion" shall not be considered final acceptance.

8.7 Work: The word "work" within these Contract Documents shall include all material, labor, tools, utilities, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the Contract, and any additional items not specifically indicated or described which can be reasonably inferred as pertaining to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure.

8.8 Notice to Proceed: After Town has issued the Notice of Award, Contractor shall provide the Performance Bond, the Payment Bond, the certificate of insurance, the work schedule, the monthly cash flow, and a signed agreement within ten (10) calendar days. Town's attorney will review each document and, if they are found to be acceptable, Town will sign and execute the Contract. Within a period of thirty (30) calendar days after executing the Contract, Town will issue a Notice to Proceed. Within ten (10) calendar days of the effective date of the Notice to Proceed, the work shall commence. Contractor shall not commence any work until the Notice to Proceed has been issued. Contractor is not entitled to any compensation for any work from Town until Town has issued a Notice to Proceed to Contractor.

8.9 Additional instructions and Detail Drawings: Town may furnish additional instructions to the Contractor by means of drawings or otherwise, during the progress of the work as necessary to make clear to define in greater detail the intent of the specifications and Contract drawings. The additional drawings and instruction supplied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

8.10 Schedule, Reports and Records: Contract shall submit to Town payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents or the Town Inspector for the work to be performed. After Contract award and prior to the Pre-Construction Conference, Contractor shall prepare for submittal to the Town Inspector review and approval a detailed progress schedule. The progress schedule shall be brought up to date and submitted to the Town Inspector prior to each progress payment request and at any other time intervals as the Town Inspector may request. Contractor shall retain and make available to Town, and to any federal agency administering a grant involved with the project, all records, including books, documents, papers, and electronically stored data related to the project for a period of five years subsequent to Notice of Completion of the project.

8.11 Drawings and Specifications: The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment, utilities, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable quality and manner, ready for use, occupancy or operation.

8.12 Engineering/Design: Contractor shall a copy of each engineering/design for each septic tank installation as specified or as may be necessary for the prosecution of the work as required by the Contract Documents.

When submitted for review, shop drawings shall bear the Contractor's certification by means of a signed stamp, that Contractor has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents. Shop drawings, which, in the opinion of the Town Inspector, are incomplete or unchecked by the Contractor, will be returned to the Contractor for resubmission in the proper form.

If shop drawings or submittals are rejected all costs incurred by Town for reviewing re-submittals shall be charged to the Contractor, and Town has the right to deduct those costs from any monies owed the Contractor by Town.

8.13 Record Drawings: During construction, Contractor shall keep an accurate record of the following:

A. Deviations between the work as shown on the plans and the work as actually installed

B. Equipment schedules indicating manufacturer's names and model numbers.

When all revisions showing work as installed are made, the corrected set of plans shall be delivered to the Town Inspector before the final pay request is processed. These plans shall be clearly marked "Record Drawings" and shall be signed and dated by Contractor. By submittal of these Record Drawings the Contractor is certifying that the work performed was done in accordance with the drawings and is an accurate representation of the improvements completed.

8.14 Materials, Services and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time. Only materials conforming to specifications and approved by Town shall be used in the work. All materials proposed for use may be inspected or tested at any time during their preparation and use.

Contractor warrants to Town that the materials and equipment furnished under the Contract will be new and of a quality equal to that specified or approved and, that all work will be good quality, free from faults and defects and in conformance with the Contract Documents. Mechanical and electrical equipment shall be the products of manufacturers of established good reputations and regularly engaged in the fabrication of the equipment. All materials which the Town Inspector had determined do not conform to the requirements of the plans and specifications will be rejected and shall be removed immediately from the vicinity of the work by the Contractor at his own expense.

If any part or portions of the work done or material furnished under the Contract proves defective or nonconforming with the drawings and specifications, and if the imperfection is not of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal will create conditions which are dangerous or undesirable,

the Town Inspector shall have the right and authority to retain the work but shall make any deductions in the final payment as may be just and reasonable. Adjustment shall be affected whether or not final payment has been made.

8.15 Protection of Work, Property and Persons: Contractor shall have sole responsibility for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all employees on the work site and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items not designated for removal or replacement in the course of construction.

Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when prosecution of the work may affect them. Contractor shall remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Town, or anyone employed by Town for whose acts Town may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety or persons or the work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from the Town Inspector or Town, shall act to prevent threatened damage, injury or loss. He shall give Town prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a change order shall thereon be negotiated and issued covering the changes and deviations involved, as provided in Section 8.21 Changes in the Work.

8.16 Public Safety: Contractor shall furnish, at his own expense, and without any additional cost to Town, any flagmen and guards as are reasonable necessary to give adequate warning to the public of any dangerous conditions which may be encountered by motorists and/or pedestrians, and Contractor shall furnish, erect and maintain any fences, barricades, lights, signs and other traffic control devices as may be instructed by the Town.

If Contractor is neglectful, or negligent in furnishing and/or maintaining warning and protective facilities as required herein, Town may furnish and/or maintain those facilities and charge Contractor by deducting the cost from periodic progress payments due the Contractor.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, or with the property owner's reasonable access to or use of the property.

8.17 Time for Completion and Liquidated Damages: The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

Contractor shall proceed with the work at a rate of progress to insure full completion within the Contract time. It is expressly understood and agreed by and between Contractor and Town, that the Contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

In case of failure on the part of the Contractor to complete the Contract within the time provided, or with a written extension as may be agreed upon by Town, the Contract may be terminated by written notice given by Town as specified in Section 8.25

If Contractor is terminated, Town shall have the right to take over the work and to proceed with the same until it is completed, either by performing the work itself directly, or by contracting it out to some other person or persons, and in that event Town may take possession of and utilize, in completing the work, any materials, appliances and plant as may be on the site of the work and necessary for its completion. Nothing herein contained shall be deemed to limit the right of Town in the event of any breach of Contract by Contractor, but all rights herein given to Town are and shall be deemed to be additional to any other rights or remedies which Town has under any provision of law.

If Contractor fails to complete the work, or any part in the time agreed upon in the Contract or within any extra time as may have been allowed for delays by extensions granted as provided in the Contract, Contractor shall reimburse Town for the additional expense and damage for each calendar day that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of the additional expense and damage incurred by reason of failure to complete the works is the per diem rate, as stipulated in section 1.14, Time of Completion and Liquidated Damages. The listed amounts are hereby agreed upon as liquidated damages for the loss to City on account of expense due to the employment of engineers, inspectors, and other employees after the expiration of the time of completion, and on account of the value of the operation of the works dependent thereon. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages, which have accrued against Contractor. City shall have the right to deduct any damages from the amount due, or that may become due the Contractor, or the amount of damages shall be due and collectible from Contractor or his Surety.

Contractor shall not be charged with liquidated damages or any excess costs when the delay in completion of the work is due to one or more of the following: acts of God; acts of Town; acts of another Contractor in the performance of a separate contract; fire; flood; epidemics; or quarantine restrictions; strikes; embargoes; and, extraordinary weather conditions. Written Notice of delay must be submitted to Town for approval within three (3) calendar days of the occurrence. If the event notice is not given as provided, liquidated damages may be assessed.

8.18 Subsurface Conditions: Contractor shall promptly, and before the conditions are disturbed, except in the event of an emergency, notify Town by Written Notice of:

A. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

B. Unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

Town shall promptly investigate any physical conditions identified by Contractor, and if Town finds those conditions materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made, and the Contract Documents shall be modified by a change order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice; provided that Town may, if determined the facts so justify, consider and adjust any claims asserted before the date of the final payment.

8.19 Suspension of Work, Termination and Delay: Town may suspend the work or any portion thereof for a period of not more than ninety (90) calendar days or for further time as agreed upon by Contractor. The suspension will be initiated by Town. Written Notice documenting the suspension shall be delivered to Contractor. Contractor will resume work upon receiving another Written Notice from Town to proceed. Contractor may negotiate an increase in the total Contract price or an extension of the Contract time, or both, directly attributable to any suspension.

In addition to any other reasons for termination provided in the Contract, Contractor shall be considered in default of the Contract and the default will be considered as cause for Town to terminate the Contract for any of the following reasons if the Contractor:

A. Fails to begin the work under the Contract within the time specified in the "Notice to Proceed, "or

B. Fails to perform the work or fails to provide sufficient workers, equipment, or materials to assure completion of work in accordance with the terms of the Contract, or

C. Performs the work unsuitably or neglects or refuses to remove materials or to perform new work as may be rejected as unacceptable and unsuitable, or

D. Discontinues the prosecution of the work, or

E. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

F. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

G. Allows any final judgement to stand against him unsatisfied for a period of ten (10) calendar days, or

H. Makes an assignment for the benefit of creditors, or acceptable manner, or

I. Is otherwise in breach of the Contract and has failed to remedy the breach within ten (10) calendar days of written notice of the existence of the breach, or

J. Fails to provide safe conditions for his workers and/or the general public, or

K. Fails to pay subcontractors in accordance with Section 8.27 Payments to Contractor.

If Town considers Contractor in default of the Contract for any listed reason, Town shall immediately give written notice to Contractor and Contractor's Surety as to the reasons for considering the Contractor in default and Town's intent to terminate the Contract.

If Contractor or Surety, within a period of ten (10) calendar days after notice, does not proceed in accordance therewith, then Town shall have, upon written notification of the facts of the delay or neglect, the power and authority without violating the Contract, to take the prosecution of the work out of the hands of Contractor. Town may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of the Contract according to the terms and provisions thereof, or use any other methods, as in the opinion of Town, will be required for the completion of the Contract in an acceptable manner.

All costs and charges incurred by Town, together with the cost of completing the work under Contract, will be deducted from any monies due or which may come due to Contractor. If an expense exceeds the sum which would have been payable under the Contract, then the Contractor and the Surety shall pay to Town the amount of the excess.

Where Contractor's services have been terminated by Town, the termination will not affect any rights or remedies of Town against Contractor then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by Town will not release Contractor from liability.

Upon several calendar days written notice to Contractor, Town may, without cause and without prejudice to any other right or remedy of Town, elect to terminate the Agreement. In that case, Contractor shall be paid (without duplication of any items):

A for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such work:

B. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead on those expenses;

C. for reasonable costs incurred in settlement of terminated contracts with subcontractors, suppliers, and others: and

D. for reasonable expenses, directly attributable to termination

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from the termination.

When the Contract, or any portion is terminated before completion of all work, adjustments in the amount bid for the pay items will be made on the actual quantity of work performed and accepted, or as mutually agreed for pay items of work partially completed or not started. No claim for loss of anticipated profits will be considered.

Termination of the Contract or any portion thereof shall not relieve Contactor of responsibilities for the completed work nor the Surety of its obligation for and concerning any just claims arising out of the work performed.

8.20 Issuance of Notice of Completion and Final Acceptance by Town: Upon completion of the project, a final inspection shall be requested by Contractor, in writing, and Town will make an inspection within seven (7) calendar days. If all construction provided for and contemplated by the Contract is found completed to satisfaction, that inspection shall constitute the final inspection and Town will make the final acceptance and issue a Notice of Completion to Contractor.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, Town will give Contractor the necessary instructions for correction, and Contractor shall immediately comply with and constitute the final inspection provided the work has been satisfactorily completed. In that event, Town will make the final acceptance and issue a Notice of Completion to Contractor.

8.21 Payments to Contractor: At the time a partial pay estimate is submitted, Contractor shall, at least ten (10) calendar days before each progress payment falls due (but not more often than once a month), submit to Town a partial payment estimate filled out and signed by Contractor covering the work performed during the period covered by the partial payment estimate and supported by data as Town may reasonably require. All partial and final pay estimates submitted by Contractor must be on a form that substantially conforms to Town's Standard Application & Certificate for Payment template, a copy of which is available from Town. If payment is requested on the basis of materials and equipment not incorporated in the work, title to those materials and equipment shall vest in Town, and Contractor shall supply, at the time of submission of payment estimate, supporting documents satisfactory to Town, to establish and protect Town's interest in materials and equipment, and Contractor shall maintain appropriate insurance on same until time as actual possession occurs. Town will, within fourteen (14) calendar days of presentation of an approved partial payment estimate, pay Contractor a progress payment on the basis of the approved partial payment estimate. All payments by Town must be mailed to Contractor via standard United States Parcel Post service and postmarked within fourteen (14) calendar days of presentation to Town of an approved partial payment estimate. If Contractor desires an alternative payment method it will be the sole responsibility and expense, of Contractor to contact Town's Finance Department directly and request an alternative method, provided, however, that the Finance Department is under no obligation to agree to an alternative method unless it determines, at its sole discretion, that the request is reasonable and acceptable to the Finance Department. Town shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by Contract Documents. When the Contract is fifty percent completed, one-half of the amount retained shall be paid to Contractor provided the Contractor makes a written request for the payment and Contractor is making satisfactory progress on the Contract and there is no specific cause or claim requiring a great amount to be retained. After the Contract is fifty percent completed, no more than five percent of the amount of any subsequent progress payments made under the Contract may be retained providing Contractor is making satisfactory progress on the project, except that if at any time, Town

determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under the Contract subsequent to the determination.

Contractor shall promptly pay each subcontractor, upon receipt of payment from Town on account of subcontractor's work, the amount to which subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to Contractor on account of the subcontractors' work. Contractor shall, by an appropriate agreement with each subcontractor, require each to make payments to sub-contractors in similar manner.

Town shall have the right to enter the work area for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except as may be caused by agents or employees of Town.

Contractor shall indemnify, defend and save Town or Town's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. Contractor shall, at Town's request, furnish satisfactory evidence that all obligations of the nature described above have been paid, discharged, or waived. If Contractor fails to pay lawful demands, the Town may, but without obligation, and after having notified Contractor, either pay unpaid bills or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed. In paying any unpaid bills of Contractor, any payment made by Town shall be considered as payment made under the Contract Documents by Town to Contractor and Town shall not be liable to Contractor for any payments made in good faith.

If any payment to Contractor is delayed after the date due, interest shall be paid at the rate of one percent per month or fraction of a month on such unpaid balance as may be due. If Town fails to make payment sixty (60) calendar days after final completion and acceptance, including nay retained amounts (subject to the presentation of waivers and releases as required by Section 8.28 below), in addition to other remedies available to Contractor, interest shall be paid at the rate of one percent per month or fraction of the month on unpaid balance as may be due, except for that amount necessary to pay the expenses Town reasonably expects to incur in order to pay or discharge the expense determined by Town in the finding justifying the retention or delay. Interest does not accrue on payments made after sixty (60) days when made in connection with the Town's actions to pay Contractor's unpaid demands by the parties listed in the immediately preceding section.

The Town may require Contractor to furnish partial releases or liens executed by all persons, firms, and corporations who have furnished labor services or materials incorporated into the work during the period of time for which the progress payment is due, releasing the lien rights as these persons, firms or corporations may have for that period. If any of the laborers, subcontractors, or material men service upon Town a "Notice to Town", or otherwise put Town on notice that they are owed any unpaid money by Contractor, Town shall have the right to pay these persons directly, and Town shall receive a credit upon the Contract sum.

8.22 Acceptance of Final Payment and Release: Upon completion of the project, a Final Inspection shall be requested in writing by Contractor. Following Town's acceptance of the work, Town will issue a Notice of Completion to Contractor. Release of retained amounts may

not be delayed without a specific written finding by Town of the reasons justifying the delay in payment. No later than sixty (60) calendar days after the issuing of the Notice of Completion, and subject to Contractor's presentation of the necessary number of the Unconditional Waiver and Lien Releases (see Section 7.3) from all subcontractors, Town will pay to Contractor the entire sum due after deducting all previous payments and all amounts retained under the provisions of the Contract. All previous prior partial estimates and payments are subject to correction in the final estimate and payment.

The acceptance by Contractor of final payment operates as an unconditional release by Contractor of Town for any claims and all liabilities which may be asserted by Contractor against Town for every alleged act and neglect of Town, as well as Town's agents and employees, relating to or arising out of the work. Any payment by Town, however, final or otherwise, does not release Contractor or Contractor's agents or employees, or Contractor's Sureties, from any obligations they may have under the Contract Documents or the performance and payment bonds.

The Contractor shall maintain books, records, and documents of all costs and data in support of the services provided. The Town of Wellton or its authorized representative shall have access to and the right to audit the books, records, and documents of the Contractor. These provisions for an audit will give the Town of Wellton unlimited access during normal working hours to the Contractor's books and records as they pertain to this Contract.

Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to the Town of Wellton for a period of five (5) years all its books, records, documents and other evidence bearing the costs and expenses of the services relating to the work hereunder.

In addition, since this Contract is funded under a grant from a Federal agency, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and works of the Contractor which are directly pertinent to a specific Federally funded program for the purpose of making audits, examinations, excerpts and transcriptions.

8.23 Insurance: Contractor shall purchase and maintain the following insurance during the term of the contract:

A. Commercial General Liability and Property Damage Insurance including vehicle coverage protecting Contractor from all claims or personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether the operations be by Contractor or by any subcontractor, or anyone directly or indirectly employed by Contractor or by a subcontractor. Insurance shall be written with a limit of liability to include primary and excess coverage in an amount not less than $2,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom. Insurance shall be written with a limit of liability of not less than $500,000 for all property damage.

B. Fire and Extended Coverage Insurance upon the project to the full insurable value thereof for the benefit of the property owner.

C. Workmen's Compensation Insurance in the limits as required by the State of Arizona, including occupational disease provisions, for all of his employees at the

site of the project and in the case any work is sublet, Contractor shall require subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all employees unless the employees are covered by the protection afforded by Contractor.

Certificates of Insurance for all required coverages and acceptable to Town, shall be filed with Town prior to commencement of the work and naming Town as additional insured party by endorsement. These certificates shall contain a provision that coverages afforded under the policies will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) calendar days prior Written Notice to Town.

Insurance shall be procured and maintained at Contractor's own expense, during the Contract time, and with an insurance carrier possessing an A.M. Best rating of no less than "A".

8.24 Contract Security: Contractor shall within ten (10) calendar days after the receipt of the Notice of Award, furnish Town with a Performance Bond and a Payment Bond in sums equal to the amount of the Contract price, conditioned upon the performance by Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents.

The bonds shall be executed by Contractor and a corporate bonding company licensed to transact business in the State of Arizona and the company issuing bonds shall possess, at a minimum, an "A" rating based upon the most recent issue of the A.M. *Best Insurance Guide.* The expense of these bonds shall be borne by Contractor.

8.25 Assignments: Neither Contractor nor Town shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or the obligations thereunder, without written consent of the other party. Nor shall Contractor assign any monies due or become due without the previous written consent of Town.

8.26 Indemnification: To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Town and property owner and their agents, employees, appointed and elected officials from and against all claims, damages, losses and expenses, including but not limited to: attorney's fees arising out of or resulting from the performance of the work, provided that any claims, damages, losses or expenses (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from; and (2) is caused in whole or in part by any negligent act or omission of Contractor, a subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party identified hereunder. The obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described herein.

In any and all claims against Town or property owner, or any of their agents, employees, appointed and or elected officials or by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation of benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit act or other employee benefits acts.

8.27 Separate Contracts: Town reserves the right to let other contracts in connection with this project. Town may also perform additional work related to the project or may let other contracts containing provisions similar to these. Contractor shall afford other contractors who are parties to those contracts (or Town if performing the additional work with its own forces), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate this work with the work of other contractors.

8.28 Subcontracting: Contractor may utilize the services of specialty subcontractors on those parts of the work which come under normal contracting practices or are typically performed by specialty subcontractors , provided Contractor, as soon as practical after the award of Contract, furnishes to Town in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work, together with their Arizona contractor's license numbers. Town will promptly reply to Contractor in writing stating whether or not Town, after due investigation, has reasonable objection to any proposed person or entity.

Contractor shall not award work to subcontractors, in excess of forty-nine (49%) percent of the Contract price without prior written approval of Town.

Contractor is fully responsible to Town for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them. Contractor shall not employ any subcontractors that are not properly licensed with the Town of Wellton and the State of Arizona. Changes of subcontractors listed with the proposal shall be made only with the approval of Town.

Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and Town. Contractor shall be fully responsible to Town for the acts and omissions of subcontractors, and of persons employed by them, as Contractor is for the acts and omissions of persons directly employed by him.

8.29 Guarantee: Except as otherwise specified, all work shall be guaranteed by Contractor, including the work performed by Subcontractors, against defects resulting from the use of inferior materials, equipment, or workmanship for a period of one (1) year from the date of the Notice of Completion is issued by the Town, or within any longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents.

The performance bond shall remain in full force and effect through the guarantee period.

GUARANTEE

Contractor agrees to execute a written guarantee to Town in substantially the following form:

Guarantee for the Septic Tank Installation Project

Contractor hereby guarantees that the improvement which have been installed, including the work of subcontractors, for the Town, specifically described as:

SEPTIC TANK INSTALLATION PROJECT

has been done in accordance with the Contract Drawings and specifications.

Contractor agrees to repair and replace any or all work included in the improvement, together with any other adjacent work which may be displaced or damaged by so doing. That may prove to be defective in its workmanship or material within a period of one year from the date of acceptance of the above-mentioned improvement by Town. Ordinary wear and tear and unusual abuse or neglect excepted. Contractor agrees that any defect may be noted, and proper work requested by Town

In the event of Contractor's failure to comply with the above-mentioned conditions within a reasonable period of time (as determined by Town) after being notified in writing by Town, Contractor authorizes Town to proceed to have the defects repaired and made good at the Contractor's expense and Contractor will honor and pay the costs and charges upon demand.

Signed: _____

Contractor

Local Representative to be contacted for service:

Name: _____

Address: _____

Phone No. _____ Email: _____

The guarantee form(s) shall be completed and returned with the acknowledgement of the Certificate of Completion.

The failure of Contractor to execute the guarantee shall not affect the right of Town to rely on and enforce the guarantee and the obligations respectfully assumed by Contractor under this section.

8.30 Dispute Resolution: All disputes should be resolved through the good faith, efforts of representatives of Town and Contractor whom have the authority to reach settlement of the dispute. If disagreement persists both parties may mutually agree that all claims, disputes and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment, be decided by arbitration in accordance with the American Arbitration Association or any other similar body. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law (§12-1501 et. Seq.) of the State of Arizona. The award rendered by the arbitrators shall be final, and judgement may be entered upon in any court having proper jurisdiction. The prevailing party is entitled to recover all costs and attorney's fees related to the arbitration.

If either Contractor or Town refuses to consent to arbitration of a claim, dispute, or any other matter in question arising out of, or relating to the Contract Documents or the breach thereof, then either party may initiate a lawsuit against the other to resolve such claims, disputes, and/or matters in question arising out of or in any way related to the Contract Documents or the alleged breach thereof. The parties agree that any lawsuit filed by either party to the Contract against the other shall be filed in the Mohave County Superior Court.

8.31 Taxes and Charges: Contractor shall pay all State and local sales and use taxes on items, and in a manner as required by the laws and statutes of the State of Arizona and its political subdivisions. Contractor shall withhold and pay any and all withholding taxes whether State or Federal, and pay all Social Security charges, State Unemployment, Compensation charges, Industrial Insurance, Workers Compensation charges, and pay or cause to be withheld as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now and may hereafter, be required to be paid or withheld under any laws.

8.32 Severance/Governing Law: If any provision contained in the Contract is found to be contrary to the applicable law, then it shall be severed, and the remaining provisions of the Contract shall remain in full force and effect. The Contract shall be governed by the laws of the State of Arizona.

8.33 Conflicts within Plans or Specifications: If there is a conflict between sections of the Specifications or between the Plans and Specifications, the following list of priorities shall be used to resolve the conflict:

A. Executed Change Orders

B. Addenda

C. Contract Agreement

D. Special Provisions

E. General Conditions

F. Invitation to Bid and Bid Documents

G. Supplemental Specifications

H. Technical Specifications

I. Plans

J. Referenced Standard Specifications or other Documents

8.34 Nondiscrimination: Contractor, in compliance with the Town's non-discrimination duties of Title VI of the Civil Rights Act of 1964, certifies that with regard to the work performed pursuant to this Contract, that it will not discriminate on the grounds of race, color, sex, religion, creed, age, physical or mental disability, or national origin or ancestry in any contracts with the public and in the selection and retention of employees or subcontractors, nor in the procurement of materials and leases of equipment. Contractor must comply in all applicable respects, with the Americans with Disabilities Act.

8.35 Equal Employment Opportunity: Contractor agrees to comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by 41 Code of Federal Regulations Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

8.36 Integration: This Contract represents the entire agreement between the parties hereto and supersedes any and all prior negotiations or representations, either written or oral. Amendments or modifications to the Contract shall be in writing, signed by both parties, or by Change Orders.

8.37 Hazard Communication Program: All contractors working on Town projects shall submit a copy of their hazard communications plan to the Town Inspector and the Town's Risk Management Division prior to the commencement of work on any project.

8.38 Federal Certifications: Contractor understands that the project is funded with federal grant monies and agrees to abide by all applicable federal certifications required of the project as incorporated herein and specifically set out in Article 11

8.39 Written Acknowledgement of Federal Funding (if Applicable): All published materials, including printed products, publications, articles, media events, news releases, written material related to public appearance or interviews, public service announcements or other activity related to this project shall reflect the relationship between Wellton and the Federal (if applicable) awarding agency, and shall reflect the following statement in legible, easily readable print:

"This is being funded by a Contract under a **Community Development Block Grant** to the **Town of Wellton** form the **Arizona Department of Housing (ADOH)** and **the U.S. Department of Housing and Urban Development (HUD)**. ADOH and HUD funding is not an endorsement of any products, opinions, or services. All ADOH and HUD funded programs are extended to the public on a non-discriminatory basis."

8.40 Copeland "Anti- Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276C: If this contract exceeds contracts and sub-grants of $2,000 for construction, Contractor agrees to comply with Copeland "Anti-Kickback Act" (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3 "Contractors and Subcontractors on Public Building or Public Work Financed with Whole or Part by Loans or Grants from the United States"). The Act provides that each Contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of the public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

8.41 Disbarment and Suspension (E.O.'s 12549 and 12689): No Contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.'s 12549 and 12689,

"Disbarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractor's declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract exceeds $25,000.00, the Contractor shall complete the attached required certification regarding its exclusion status and that of its principal employees.

8.42 Davis Bacon Act: As amended (40 U.S.C. 276 a to a-7) – When required by Federal Program legislation, all construction contracts awarded by the recipients and sub-recipients of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at the rate not less than the minimum wages specified in wage determination made by the Secretary of Labor. The contractor shall abide by the attached "Wage Rate Determination" provided by the Wage Determinations OnLine.gov in relationship to this project. In addition, contracts shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of the contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal Awarding agency.

8.43 Intangible Property: It is understood by the Contractor that this Contract is funded by Federal funds under a grant, and that the Federal award agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce or otherwise use any copyrighted work or other data first produced under the award for Federal purposes, and to authorize other to do so. The Town of Wellton and the Contractor are also subject to all applicable regulations governing patents and inventions, including government-wide regulations issued by the U.S. Congress or by other federal body having jurisdiction.

8.44 Federal Labor Standards Provisions: The federal "Fair Labor Standard Provisions" as described in HUD Form 4010 (attached) apply to this contract, and by submitting a proposal under this RFP, a Contractor agrees to be bound by the provisions described therein (including the use of Department of Labor Approved Payroll Reporting and Compliance Forms LS-4 and LS-5). Contractor shall submit signed LS-2 (and where applicable in relationship to sub-contractors, signed LS-3). "CDBG Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements" along with any proposal submitted under this RFP.

8.45 Compliance with the provision of Training, Employment and Business Opportunities:

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

B. The parties to this Contract agree to comply with BUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no Contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

D. The Contractor agrees to include this Section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR part135. The Contractor will not sub-contract with ay subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted Contracts.

G. With respect to work performed in connection with Section 3 covered Indian Housing assistance, Section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to the Indians, and (ii) preference in the award of Contracts and subcontracts shall be given to Indian organizations and Indian owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

ARTICLE 9 – SPECIAL PROVISIONS

9.0 Special Provisions:

9.1 Scope: These Special Provisions supplement and modify the General Conditions, Special Provisions, Technical Specifications, Supplemental Specifications and Construction Drawings (Plans).

9.2 Project Description: The Project consist of the installation of ten (10) 1,500-gallon polyurethane septic tanks to include engineering, design, and all work accordingly.

9.3 Definition of Terms: Wherever in these documents the word "Owner" appears, it shall be understood to mean the Town of Wellton, Arizona. Wherever in these documents the word "Contractor" appears, it shall be understood to mean the party or parties contracting with the Owner to perform the work.

9.4 Preconstruction Conference: Within ten (10) calendar days after the contract has been awarded, but before the start of construction, the Grants Administrator will schedule a conference to be held at the site of the project for the purpose of discussing such matters as project supervision, onsite inspections, progress schedules and reports, payrolls, payments to Contractors, equal employment opportunity, contract change orders, insurance, safety, and any other items pertinent to the project. The Contractor shall arrange to have all supervisory personnel connected with the project on hand to meet with the representatives of the Owner and the Public Works Director.

9.5 Compliance with Laws and Labor Material Requirements: The Contractor shall conduct the work in compliance with all existing state and national laws and county and municipal ordinance and regulations limiting or controlling the work in any manner. Particular attention is called to the following State of Arizona Laws:

A. Employment of aliens on Public Works prohibited. Arizona Revised Statute §34-301 and Residence requirements for employees, Arizona Revised Statute § 34-302.

B. Workman's Compensation Insurance. All personnel working on the project shall be covered by Workman's Compensation Insurance as provided or approved by the Arizona Industrial Commission in accordance with Arizona Revised Statute §23-901 et. Seq.

9.6 Copies of Documents: The Owner will furnish to the Contractor up to two (2) copies of the Contract Documents in hard copy (paper) format as are reasonably necessary for the execution of the work. Additional copies will be furnished upon request, for the cost of reproduction.

9.7 Contract Time: The contract time for this project is 120 calendar days or less after Notice to Proceed.

9.8 Surveys: The Contractor shall layout the work, in accordance with the drawings, shall establish all necessary lines, etc., required to complete the work in accordance with the contract documents.

9.10 Weather Conditions: In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct, the Contractor will and will cause his

subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.

9.11 Submittals: Prior to construction and as soon as possible, the Contractor shall supply all submittals required by the Technical Specifications or as requested by the Owner.

9.12 Cleanup and Pollution Control:

A. General: The Contractor shall be responsible for the removal of all debris, litter and waste from the job site(s) and/or equipment maintenance area and the restoration of any and all areas affected directly or indirectly by the construction, transportation of equipment or materials and/or by the acts of neglect or omission by his employees. All trucks carrying debris, dirt, or aggregate base course shall be covered to prevent airborne pollutant (dust).

All debris, litter, etc., shall be disposed of in accordance with prevailing ordinance or law. Open burning of trash, debris, etc., will not be permitted.

Such clean-up operations shall be on a daily basis. All pavement, concrete, brush, rocks, excess materials, etc. accumulated or removed during the course of construction must be disposed of in those areas designated by the Town. All costs for disposal, including gate or tipping fees, etc. are the responsibility of the Contractor. This material must be disposed of within ten (10) calendar days of time of removal. If the areas in question are not cleaned up to the satisfaction of the Owner, progress payments will be withheld until clean-up is completed and approved by the Town Inspector, or in the case of private projects, other legal action will be taken

B. Maintenance Areas: Maintenance areas shall be kept clean during construction and shall be free of litter at all times. All empty containers, debris, waste, etc., shall be removed and disposed of prior to final acceptance. Upon inspection by Town Inspector, the Contractor may be required to dress the surface of the ground, dependent upon the extent of spillage of petroleum products on the surface. If so directed, such dressing shall consist of scarifying the surface for a depth of six (6) inches and moving and compacting the soil in such a way as to blend the spill areas into clean soil and restore the surface by partial compaction.

E. Pollution: The Contractor shall be held responsible for acts leading to pollution of water, air, or land by any means

Open burning of trash, debris, etc., will not be permitted anywhere in the Town limits.

The discharge of any pollutants upon the surface of the ground or into any stream, ravine, wash or body of water which may result in pollution of the public water supply, or of groundwater contributory thereto, will not be permitted

Violation of these conditions will be cause for the termination of work, and possible legal action.

F. National Pollutant Discharge Elimination System (NPDES) General Permit:

The Contractor shall assume all responsibility for complying with the requirements of the NPDES Phase II Construction Program and must submit an AZPDES permit to ADEQ that meets all the requirements of a General Permit for Discharge from Construction Activities to Waters of the United States and all ADEQ requirements.

9.13 Dust Control: It shall be the Contractor's responsibility to provide adequate water for dust control. It is imperative that the air quality standards are maintained. In addition, dust could be quite hazardous in the everyday operations. It shall be the Contractor's responsibility to ensure that all regulations for air quality and safety are met.

9.14 Safety Requirements: The Contractor shall comply with all pertinent provisions of the Department of Labor "Safety and Health Regulations for Construction" (29 CFR Part 1518,36 CFR 7340), with additions or modifications thereto, in effect during construction of this project.

THE FOLLOWING MEASURES OR PROVISIONS ARE TO BE ADHERED TO AT ALL TIMES DURING THE CONSTRUCTION OF THIS PROJECT:

A. All heavy construction machinery to include trenching machines, bulldozers, backhoes, etc., must be equipped with a roll bar meeting the requirements of the above regulation.

B. Safety helmets will be worn by all personnel working at the site. In addition, all spectators will be required to wear safety helmets in construction zone.

C. Steel toe safety shoes or boots will be worn by all personnel working at the site.

D. Shoring of trenches and/or excavating per Department of Labor/OSHA requirements.

9.15 Disposal of Excess Material: Excess soil and unsuitable materials shall be removed from the site by the Contractor at his own expense and disposed of in accordance with the Contract Documents.

9.16 Codes, Ordinances and Local Specifications: All work under this project shall be performed in strict accordance with these specifications and the Standard Specifications for Public Works Construction (SPWC). Where any conflict occurs between these plans and specifications and the local codes and ordinances in effect at the time, such codes and ordinances shall take precedence over these plans and specifications only of these plans and specifications are inferior as to materials and workmanship called for by such codes and ordinances.

9.19 Air Quality – Operating Permits: The Contractor may be required to obtain registration certificates and/or operating permits for sources of air pollution.

Information concerning certificates and permits may be obtained from the Office of Air Quality Arizona Department of Environmental Quality.

9.20 Safety, Health, and Sanitation Provisions: The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health.

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

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

9.21 Public Safety and Traffic Control: Every attempt shall be made to provide public safety during the construction of the project.

9.22 Temporary Facilities on Site:

A. General: Not all of the temporary facilities on site referred to in this subsection are anticipated for the project. Contractor is responsible for identifying to the Town the temporary facilities required on site. Except as otherwise provided, the Town will bear no costs of temporary facilities and their removal.

B. Fence and Barricades: The Contractor shall provide such protective fences and barricades as he may deem necessary for public safety and to protect his storage areas and the work in place. The location and appearance of all fences shall be subject to the approval of the Town.

G. Contractor Parking: The Contractor shall not park his equipment, nor allow his personnel to park, in any area except those specifically designated by the Town.

9.23 Review of Project Site: The Contractor shall be responsible for reviewing the entire extent of the proposed project and assuring a full understanding of the existing conditions of the sites. No allowances will be made after bidding for conditions on site, and the Contractor shall be responsible for furnishing all labor and materials necessary to carry out the provisions of the Contract.

9.24 Town Contingency:

PART 1 – MATERIALS

2.1 - General

Any materials utilized under this article shall conform specifically with the appropriate Materials section of these specifications unless the Town specifically requests in writing a deviation from the specifications. If the materials are not covered by an appropriate specification of this document, then the Town will provide a written specification for the materials requested.

PART 2 – EXECUTION

3.1 - Workmanship

Furnish all materials, equipment and labor required to complete the work. All workmanship shall meet or exceed the appropriate specifications included in this document or any supplemental specifications that may be provided. Perform work in accordance with the contract Plans or in accordance with any supplemental plans that may be provided by the Town.

3.2 - Written authorization required before commencing work

No work to be paid for under this Town Contingency article shall be performed until the Contractor has formally provided in writing to the Town the appropriate documentation to confirm the cost, quality, quantity and any such changes in contract time as may be warranted by the additional work, and the Town has issued approval in writing to perform the work and the cost that will be paid for the work. The Town shall have no responsibility to pay for any work performed by the Contractor under this article that has not received prior written authorization from the Town.

PART 3 – PAYMENT

4.1 – Payment

Payment for work performed under this article shall be made for those items specifically requested in writing by the Owner. The value of any work performed in this article shall be determined by one or more of the following methods in the order of precedence listed below:

A. Unit prices previously approved

B. An agreed lump sum

C. The actual cost for labor, materials, supplies, equipment and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of the general overhead and profit.

The amount specified for Town Contingency in the Bid Documents is an estimate that is provided so each potential bidder has an equal opportunity in the bidding. The amount does not in any represent what work may be requested or the quantity of the work. The Contractor shall only be compensated for the actual work requested and performed. A final Change of Order will be issued to reflect the amount of work actually completed to adjust the final contract amount.

Payment for any additional work authorized by the Owner under this article shall be made under the bid item "Town Contingency", and shall be assigned an alphabetical sub-item number, in ascending order, and indicated as such on the authorizing paperwork noted in Section 3.2 of this article. All subsequent Progress Payment Applications shall include each authorized Owner Contingency sub-item, and the remaining funds in the Town Contingency main bid item, (i.e. the difference between the original Town Contingency in the project

less all Town Contingency sub-terms authorized by the Town.) shall be indicated in the Progress Payment Application under the original bid item number for Town Contingency. At no time shall the sum of the Town Contingency main bid item indicated in the Bid Schedule (Article 3).

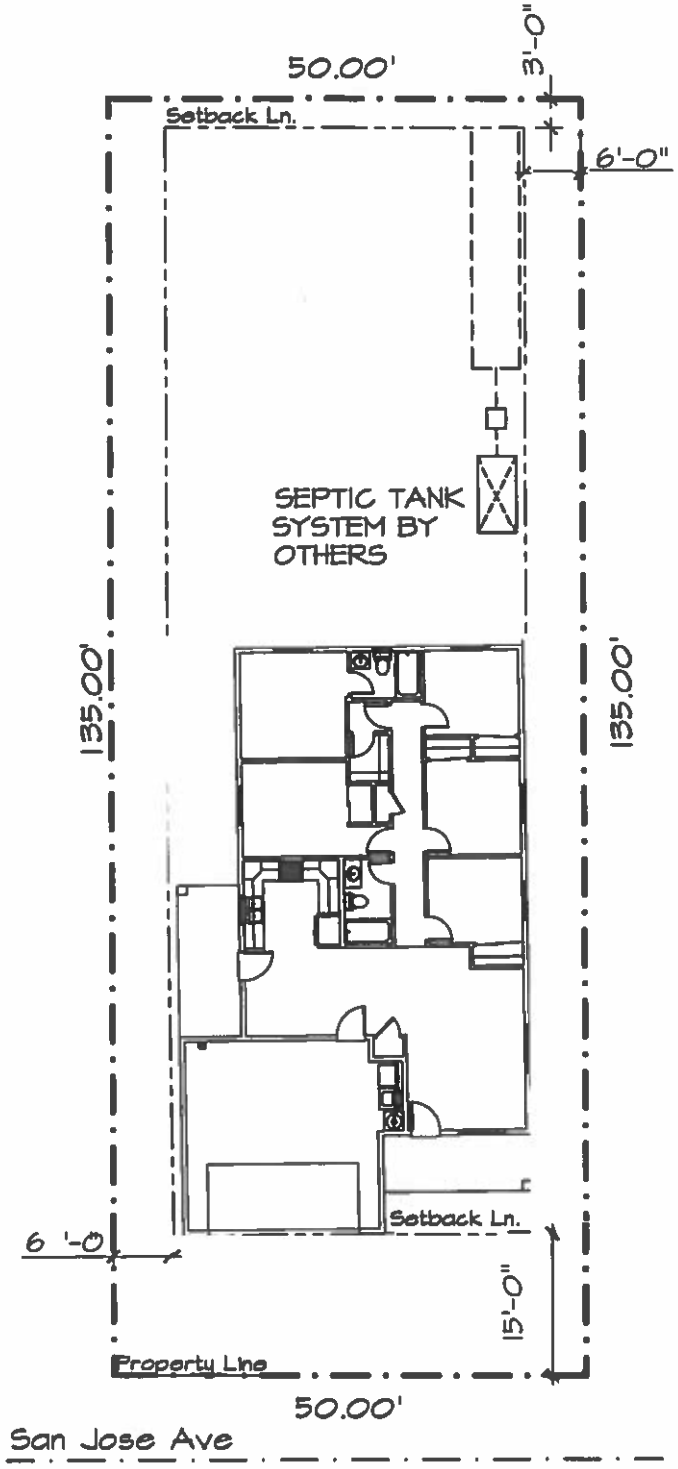
ARTICLE 10 – SITE PLANS

10.0 SITE PLANS

The site plans in this article are an integral part of the Contract Documents for this project.

MOD 1411

28858 San Jose Ave
Wellton, Az. 85356

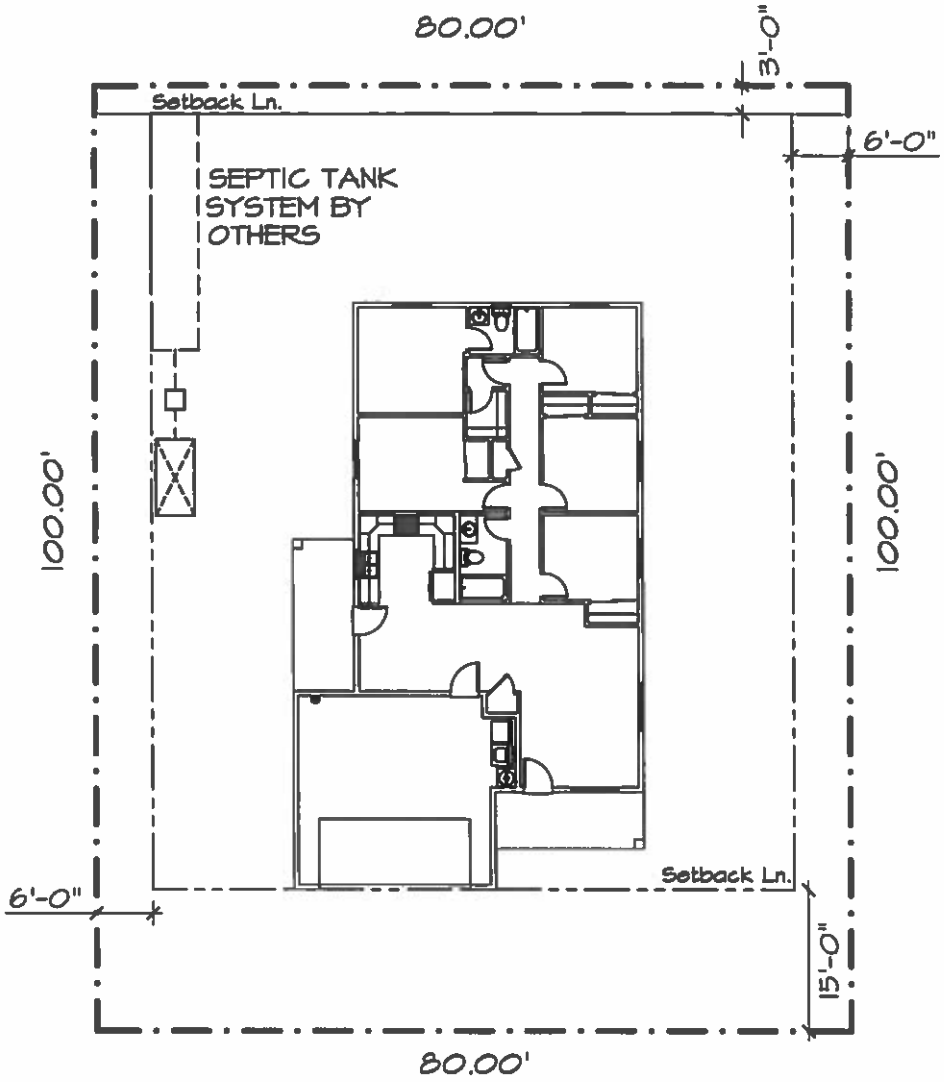


SITE PLAN

SCALE: 1"= 20'-0"

MOD 1411

30310 E Palo Verde
Lot #192
Wellton, Az. 85356



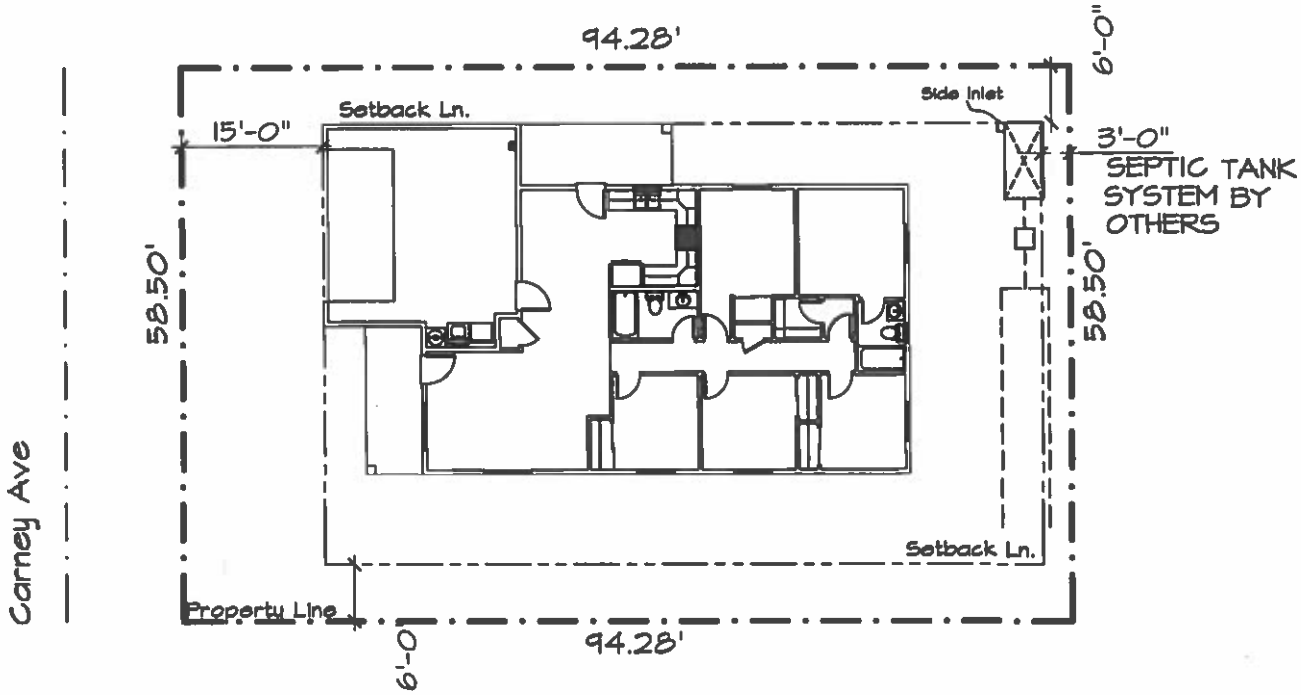
Palo Verde

SITE PLAN

SCALE: 1"= 20'-0"

MOD 1411

10501 Carney
Lot # 18
Wellton, Az. 85356

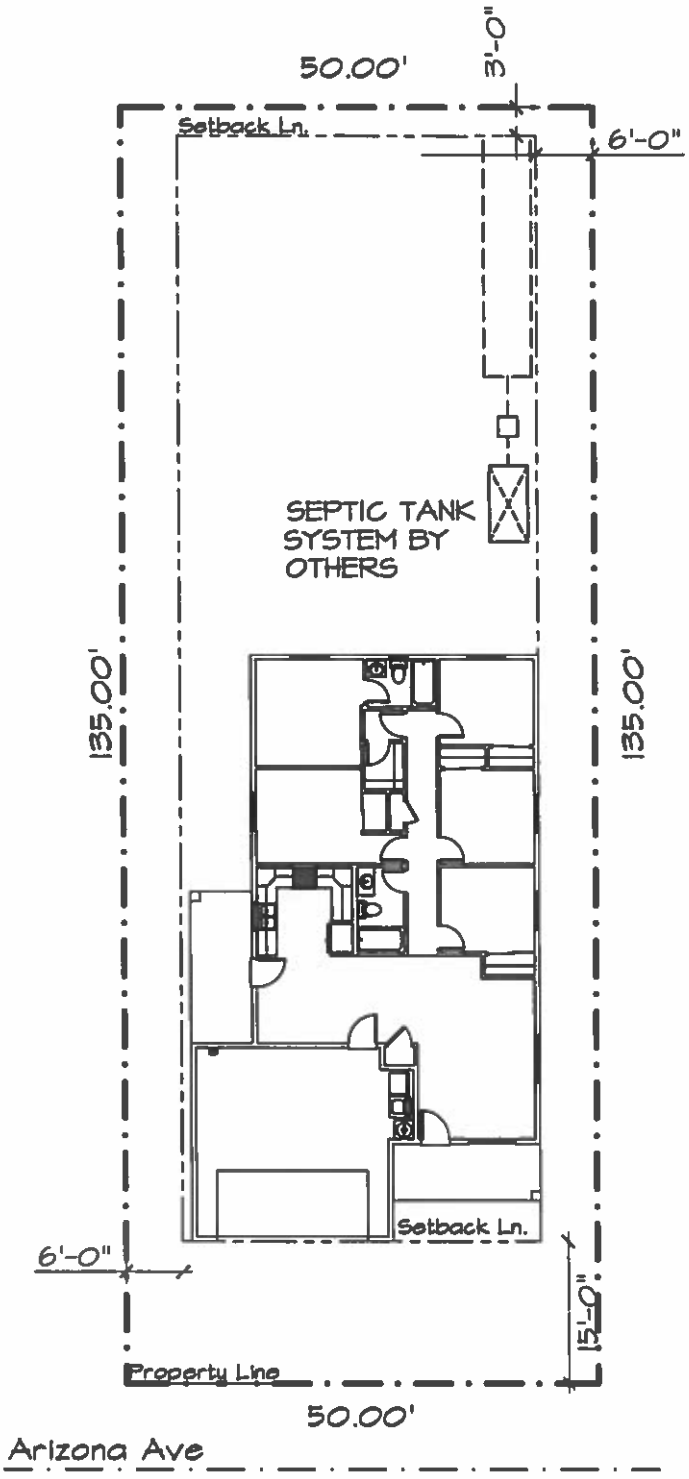


SITE PLAN

SCALE: 1"= 20'-0"

MOD 1411

28818 Arizona Ave
Lot # 15
Wellton, Az. 85356



SITE PLAN

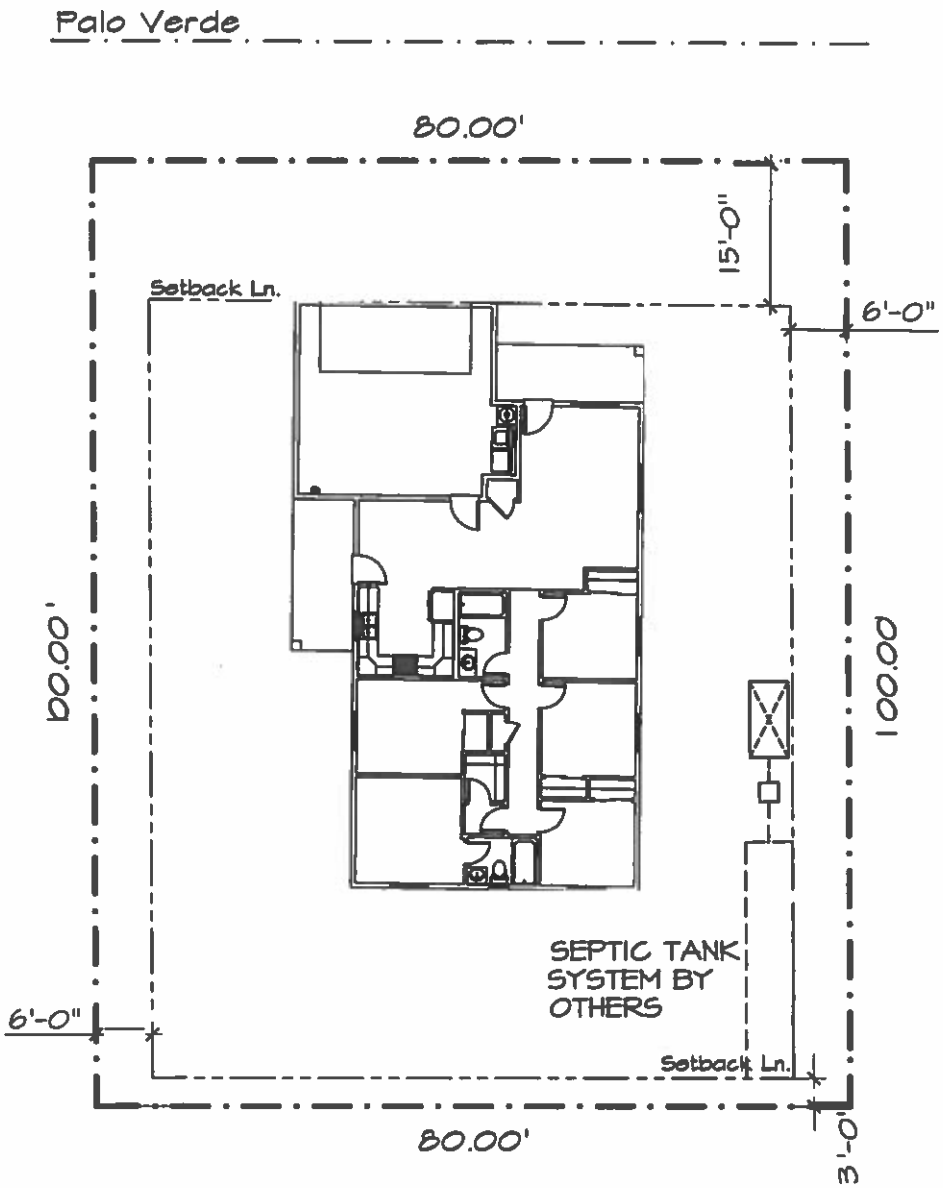
SCALE: 1"= 20'-0"

MOD 1411

30308 E Palo Verde

Lot # 176

Wellton, Az. 85356

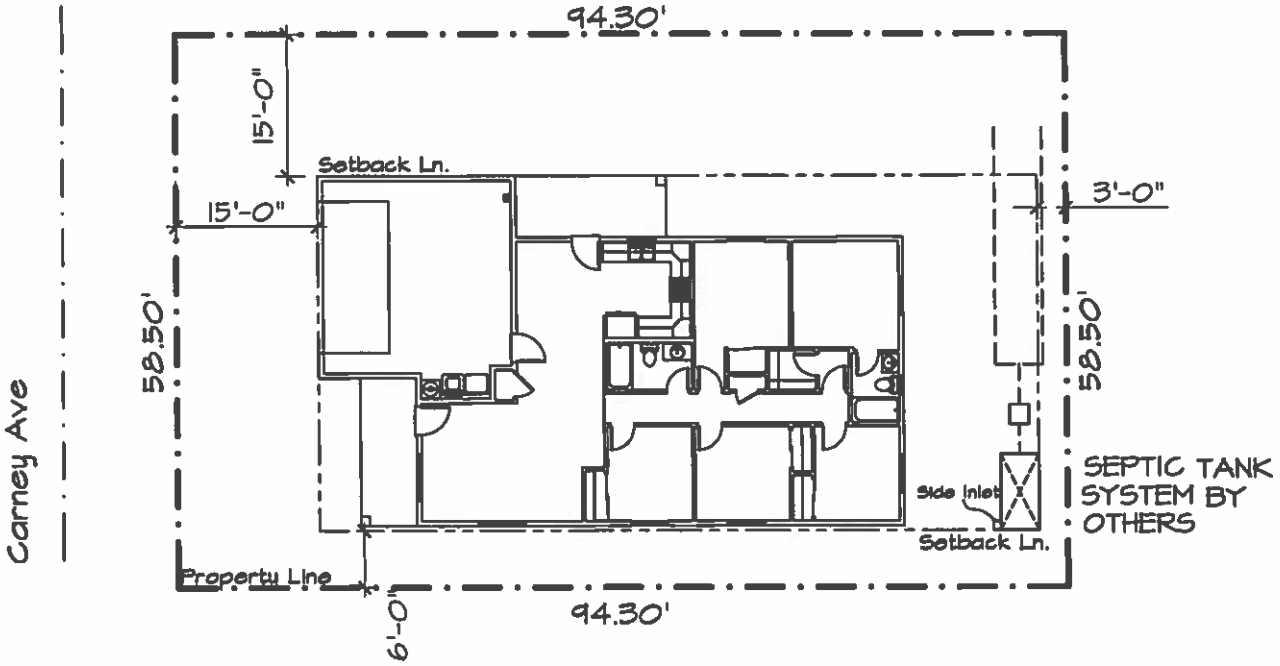


SITE PLAN

SCALE: 1"= 20'-0"

MOD 1411

10501 Carney
Lot # 17
Wellton, Az. 85356

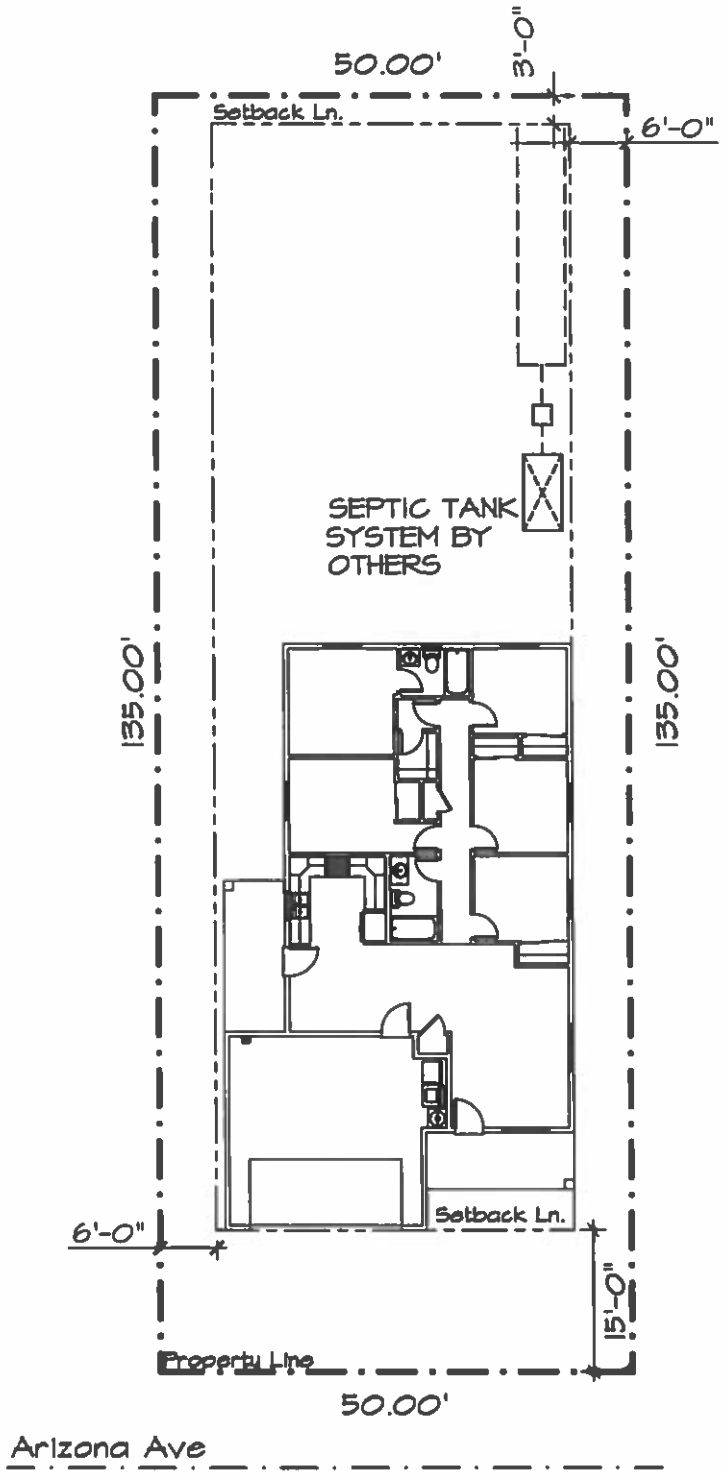


SITE PLAN

SCALE: 1"= 20'-0"

MOD 1411

28810 Arizona Ave
Lot # 14
Wellton, Az. 85356

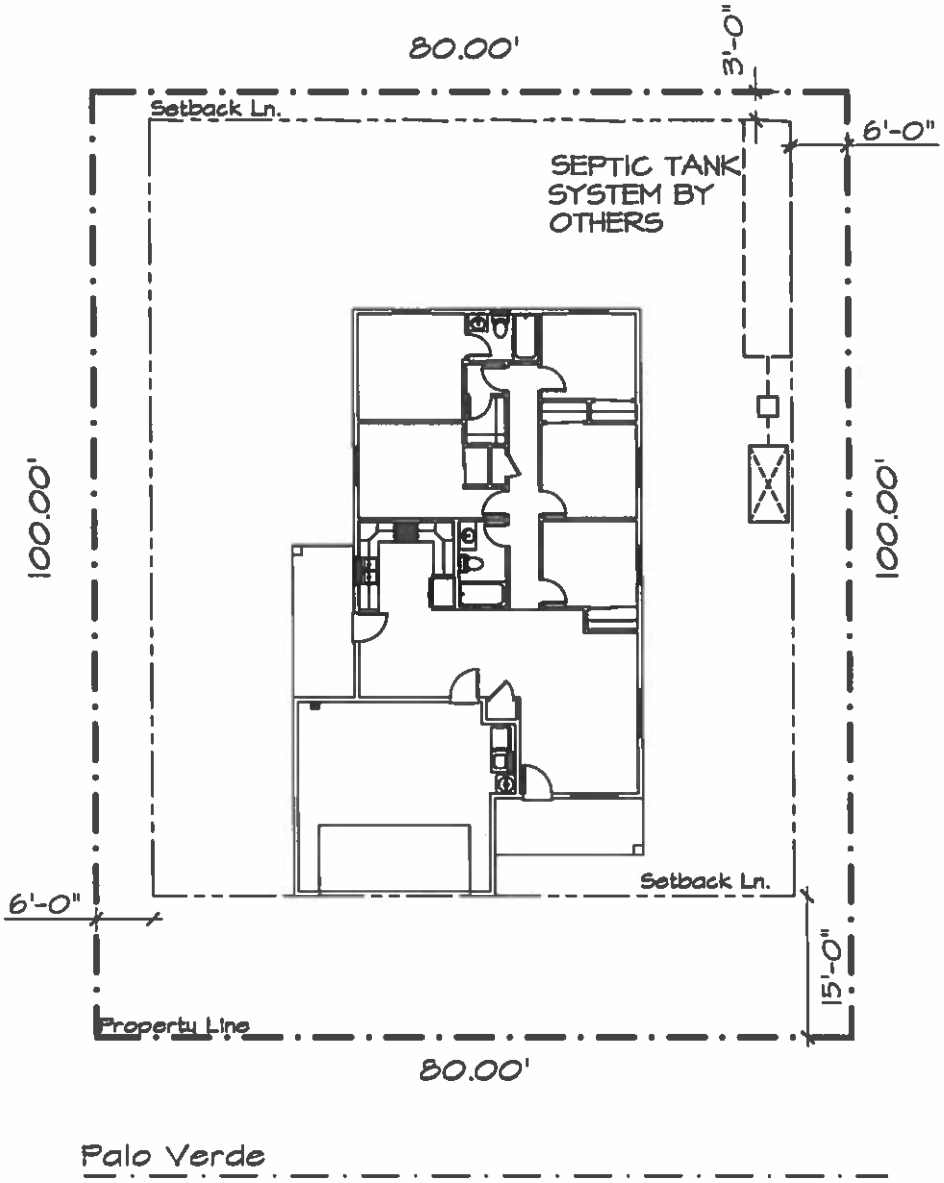


SITE PLAN

SCALE: 1"= 20'-0"

MOD 1411

30308 E Palo Verde
Lot #175
Wellton, Az. 85356

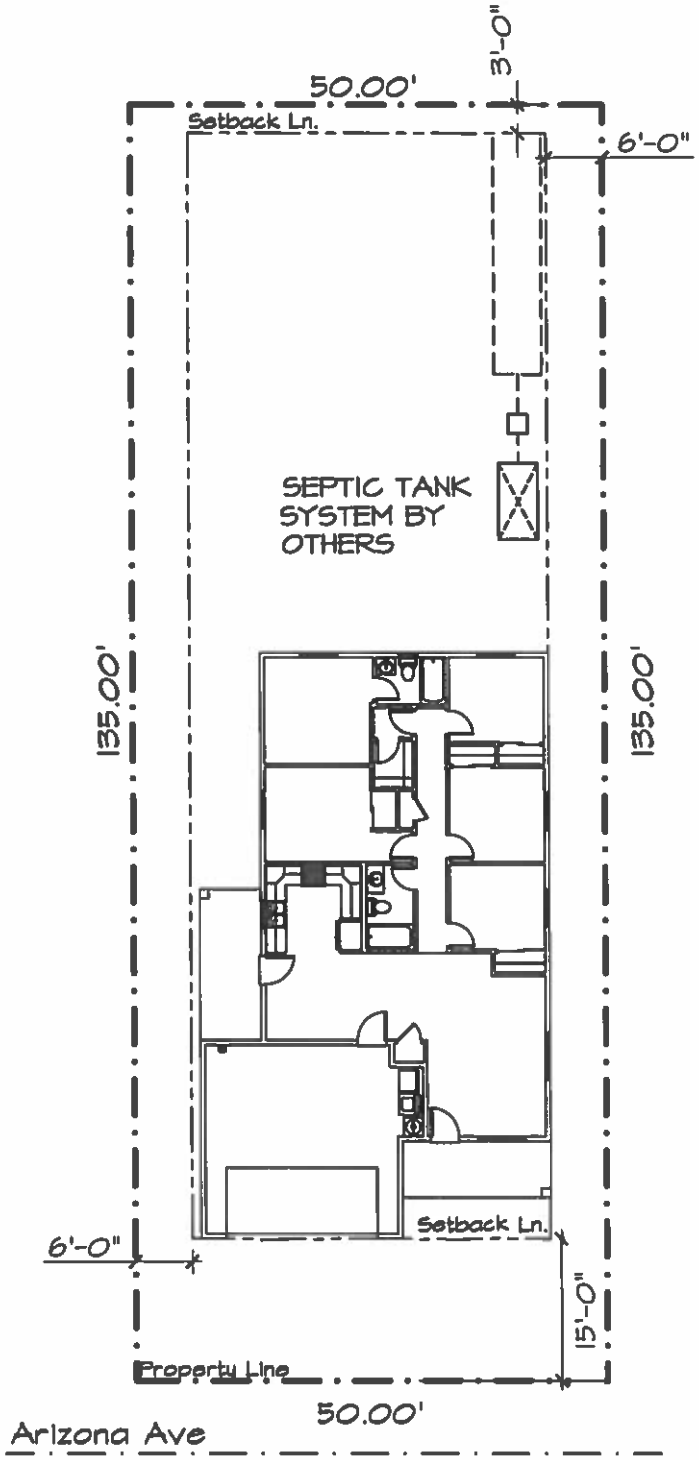


SITE PLAN

SCALE: 1"= 20'-0"

MOD 1411

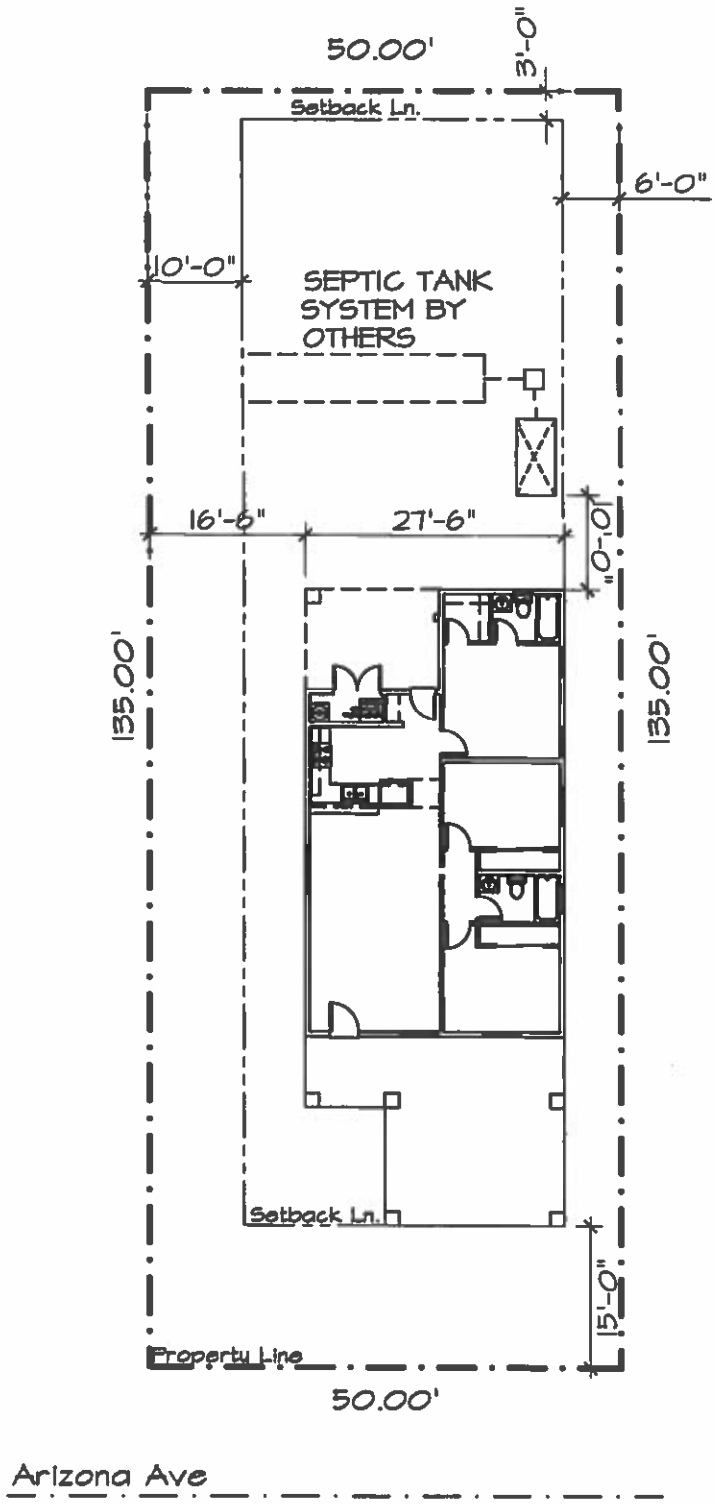
28826 Arizona Ave
Lot # 16
Wellton, Az. 85356



SITE PLAN

SCALE: 1"= 20'-0"

28802 Arizona Ave
Lot # 13
Wellton, Az. 85356



SITE PLAN

SCALE: 1"= 20'-0"

CERTIFICATIONS

CIVIL RIGHTS

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

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

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

And, Rehabilitation Act of 1973, Section 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.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

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) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

(Typed Name of Official) (Signature of Official)

_____ _____

(Typed Name of Firm) (Date)

ARTICLE 11 – REQURED STANDARD CERTIFICATIONS FOR FEDERAL FUNDED PROJECTS

The following items must be returned with the proposal for a complete response:

- ✓ Contractor Information Form
- ✓ 10% Bid Bond, Certified Check, or Cashier's Check
- ✓ Contractor's Qualifications
- ✓ Listed of Most Representative Projects Within the Last Five Years / Davis Bacon Identified
- ✓ Three References
- ✓ Project Schedule – Use your format or the one provided
- ✓ Subcontractor and Material Suppliers List
- ✓ LS-2 Contractor's Certification concerning Labor Standards and Prevailing Wage Requirements (3 pages), Successful Bidder Must Submit Within Three Days of Award
- ✓ Certifications Signature Forms
- ✓ Cost Proposal with Sufficient Detail.
- ✓ All Other Certifications and Signatures and required by this Request for Proposal

TOWN OF WELLTON

CERTIFICATE REGARDING DISBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

ALL CONTRACTS EXCEEDING $25,000.00

This Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 29 CFR Part 98, Section 98.51, Participants Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

BEFORE COMPLETING CERTIFIACATION, READ CAREFULLY THE STATEMENTS

1. **The prospective recipient of Federal assistance funds certifies, by submission of the proposal, that neither it nor its principals are presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.**

2. **Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to the proposal.**

_____

Organization

_____

Name and Title of Authorized Representative

_____

Signature Date

FEDERAL LABOR STANDARDS REQUIRED DOCUMENTATION

LS2 **CDBG CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS** (2 PAGES)

A separate form is to be completed by the contractor and **submitted as a part of the bid package.** The form must be reviewed, and the contractor approved by CDBG Program staff prior to award of the contract.

LS3 **CDBG SUBCONTRACTOR'S CERTIFICATIONCONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS** (2 PAGES)

This form is to be completed by **each** subcontractor and **submitted to the Town of Wellton within 10 days of execution of the subcontract and a minimum of 7 days of the end of the work week.**

LS4 **WEEKLY PAYROLL REPORT** (2 pages)

This form is to be completed by **each** contractor and subcontractor weekly during any period that the contractor or subcontractor is on site. **Forms must be complete, correctly signed and submitted to Wellton within seven (7) days of the end of the work week.**

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

a. Self-employed Owner: This person must be listed on the LS2 or LS3 as an owner, partner or principal (Section 5C) and must also be able to document that the business is bona fide via a tax ID number. Relatives of the owner who are not listed in Section 5C must be paid Davis Bacon and Related Acts wages. A subcontractor who cannot document that the business is bona fide must be listed as an employee on the prime contractor's Weekly Payroll Report.
b. Apprentices: The contractor/subcontractor must provide written evidence of the registration of the program with the DOL Employment Training Administration, Bureau of Apprentices and Training (BAT) or a state apprenticeship agency. For additional information concerning apprentices, please call *PCI.*
c. Youth Employment: These individuals must be employed in a bona fide summer youth employment or opportunity program. For additional information concerning apprentices, please call *PCI.*
d. Other: On site but non-construction (non-hands on) superintendents, inspectors, engineers, or watch person, water carriers, messengers, clerical workers and working foremen who devote less than 20% of their time to construction work are exempt. If a foreman devotes more than 20% of his/her time to mechanic or laborer duties they must be paid the applicable wage rate(s) for all hours worked.

LS5 **STATEMENT OF COMPLIANCE** (1 PAGE)

This form is the certification for the Payroll Form LS-4. A separate form is to be completed by **each** contractor and subcontractor weekly during any period that contractor or subcontractor is on site. **Forms must be complete, correctly signed and submitted to Wellton with the LS-4 within seven (7) days of the end of the work week.**

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

LS7 **NOTICE TO ALL EMPLOYEES** (1 PAGE)

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

LS15 **AUTHORIZATION FOR DEDUCTIONS** (1 PAGE)

This form is to be completed by **each** contractor and subcontractor and is to be **submitted to Wellton one week prior to the first payroll.** Please note that each employee who authorizes payroll deductions for items other than standard state and federal taxes must sign the form.

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

VERIFICATION OF FRINGE BENEFIT PLAN

If fringe benefits are not paid in cash, each contractor and subcontractor must submit verification of each fringe benefit plan at least one week prior to the first payroll, by submitting the following information:

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

OR

b. A letter addressed to Wellton from each bank, union, etc. holding the fringe benefit plan. The letter must verify which employees are covered by the Plan and the amount p
aid into the Plan for each employee by the contractor or subcontractor.

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, The Town of Wellton will monitor compliance with the Davis Bacon Federal Labor Standards Provisions. This monitoring shall include but not be limited to contractor and subcontractor employee interviews, onsite inspections, review of the weekly payroll, etc, as required. Copies of LS forms to be completed during monitoring are available from Wellton.

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing and Urban Development

Applicability

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

A 1.(i) **Minimum Wages**. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.S(a)(I)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall

approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office

of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3.(i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years* thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017)

(ii) (a) the contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014 1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or agent who pays or

supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph A3. (i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

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

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to. And individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and. participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually. performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program; the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii)**Equal employment opportunity**. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity.

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

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR .5 (a) (1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

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

8. **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)(l) 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 SFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom 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 a complaint or instituted, or caused to be instituted, any proceeding or has testified or is about to testify in any proceedings under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

(2) **Violation: liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable 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 paragraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

3. **Withholding for unpaid wages and liquidated damages**. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money's payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the 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 with 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 subparagraph (1) through (4) of this paragraph.

C **Health and Safety**

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

2. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formally part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54. 83 Stat 96)

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

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

1. I, the undersigned, am submitting a bid to (**name of grantee**): Town of Wellton

   for the construction of the (**name of project**): Septic Tank Installation 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 #_____ Modification # _____ Bid Open Date _____ and that 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*	His-panic Y/N	Wo-men Owned	IRS Tax ID #	Sec-tion 3 (Y/N)	Construction Firm Legal Name, Address, City, State, Zip	AZ License No.
$								

**See Demographic and Trade Code table below for information*

Demographic and Trade Codes	
Race	Type of Trade Code
11 – White	1- New Construction
12 – African American	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/Engr.
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 (please 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 **Title** **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 **ADDRESS** **TRADE**

6. 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. Type 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 not more than $5,000 or imprisoned not more than two years, or both."

CDBG Approval Use Only

The contractor is eligible to participate in the CDBG funded construction project: Yes ☐ No☐

Comments: _____

Person making this determination (typed or printed name): _____

Signature_____ Date_____

Date grantee or CDBG Program notified of determination: _____

Grantee or CDBG Program notified by: Mail ☐ Fax ☐ Phone ☐ e-mail ☐

LS-3. CDBG SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

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

   (contractor or Subcontractor): _____

   For the Septic Tank Installation 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 #_____ Modifications # _____ are included in the aforementioned contract or bid;

2. I hereby certify that:

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

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

3. I agree to obtain and forward to the contractor, for transmittal to the grantee prior to or within ten days after the execution of any lower subcontract, a Subcontractor's Certification concerning Labor Standards and Prevailing Wage Requirements, LS 3, executed by the lower tiered subcontractor.

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

5. I further certify that:

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

Subcontractor Information								
Amount of Contract	Type of Trade Code*	Racial Code*	His-panic Y/N	Wo-men Owned	IRS Tax ID #	Sec-tion 3 (Y/N)	Subcontractor Firm Legal Name, Address, City, State, Zip	AZ License No.
$								

**See Demographic and Trade Code table below for information*

Demographic and Trade Codes	
Race	Type of Trade Code
11 – White	1- New Construction
12 – African American	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/Engr.
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 (please 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 (IF NONE, SO STATE):

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 (IF NONE, SO STATE):

NAME **ADDRESS** **TRADE CLASSIFICATION**

6. 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. Type 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 not more than $5,000 or imprisoned not more than two years, or both."

Approval Use Only

Subcontractor is eligible to participate in the CDBG funded construction project: Yes ☐ No☐

Comments: _____

Person making this determination: (typed or printed name): _____

Signature_____ Date_____

Date grantee or CDBG program notified of determination: _____

Grantee or CDBG Program notified by: Mail ☐ Fax ☐ Phone ☐ e-mail ☐

LS-4 PAYROLL REPORT

NAME OF CONTRACTOR ( )	OR SUBCONTRACTOR ( )	ADDRESS
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	No. of WH Exem	(2) WORK CLASSIFICATION	OT or ST	(3) DAY AND DATE / HOURS WORKED EACH DAY							(4) TOTAL HOURS	(5) RATE OF PAY	(6) GROSS AMOUNT EARNED	FICA	WITH-HOLDING
			O												
			S												
			O												
			S												
			O												
			S												
			O												
			S												
			O												
			S												
			O												
			S												

GRANTEE USE ONLY

Date Received:_____ Date Reviewed:_____ Reviewed By:_____

Grantee Name: CDBG Contract No:

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)

any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations. Part 3 (29 CFR Subtitle A), Issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

_____

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

(3) That any apprentices employed in the abo fide apprenticeship program registered with a State appre Bureau of Apprenticeship and Training, United States De recognized agency exists in a State, are registered with tl Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each lal referenced payroll, payments of fringe benefits as listed in th to appropriate programs for the benefit of such employees, ex

(b) WHERE FRINGE BENEFITS ARE

☐ - Each laborer or mechanic listed in th paid, as indicated on the payroll, an amount not less th hourly wage rate plus the amount of the required fringe except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)

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 SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

GRANTEE USE ONLY

Date Received:_____ Date Reviewed:_____ CDBG Contract No:_____

Reviewed By: Grantee:

NOTICE TO ALL EMPLOYEES

Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

Town of Wellton
P.O. Box 67
Wellton, AZ 85356

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:
U.S. Department of Labor
Employment Standards Administration

LS-15. AUTHORIZATION FOR DEDUCTIONS

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

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

1.a EMPLOYEE NAME	b. DATE	c. AMOUNT	d. PURPOSE
Printed Name			
Signature			
Printed Name			
Signature			
Printed Name			
Signature			
Printed Name			
Signature			
Printed Name			
Signature			

(additional page attached: ☐ Yes ☐ No)

2. Name of Contractor/Sub:

Signature of Authorized Representative _____ Date _____

Typed Name _____ Phone Number _____

LS-15 2/98

Grantee:_____ CDBG Contract No:_____

Activity No:_____ Activity Name:_____

Chapter 2 LS-17. CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

PROJECT NAME: _____

NAME OF CONTRACTOR/SUB: _____

Provide the name, address, and telephone number of each Plan for fringe benefits provided. List for each classification if different.

1.	Employee Classification:
	Health and Welfare:
	Pension:
	Vacation:
	Apprenticeship/Training:
	Other:
2.	Employee Classification:
	Health and Welfare:
	Pension:
	Vacation:
	Apprenticeship/Training:
	Other:
3.	Employee Classification:
	Health and Welfare:
	Pension:
	Vacation:
	Apprenticeship/Training:
	Other:

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

_____ _____

Signature (must be owner/principal/officer as shown on LS-2/3) Date

_____ _____

Typed Name Title

LS-17 2/98

SECTION 3 FORMS

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

The Town of Wellton will monitor compliance with such provisions and standards on behalf of Wellton. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to the Town of Wellton is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to contact Yolanda Galindo at (928) 785-3348.

S3B-1 **SECTION 3 ASSURANCE** (1 page)

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

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

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

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

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

Recipient: _____ Contract No.: _____

Activity No.: _____ Activity Name: _____

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

SECTION 3 ASSURANCE

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

2. Prime Contractor

   a. The number of positions needed in this project: _____
      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. Sub-contractors/Vendors

   a. The number of sub-contractors projected to be utilized for this project: _____

   b. The number of sub-contractors 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: $_____

_____ _____

Authorized Signature Date

Recipient: _____ Contract No.: _____
Activity No.: _____ Activity Name: _____

Attachment A

Section 3
ESTIMATED PROJECT WORK FORCE BREAKDOWN

1.	2.	3.	4.	5.	6.
Job Category	**Total Estimated Positions Needed for Project**	**# of Positions Occupied by Permanent Employees**	**# of Positions Not Occupied**	**# 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 eight percent (80%) of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3 covered project is located. See attached income schedule.

_____ _____
Person Completing Form / Date Company

_____ _____
Project Name / Number Company Address

_____
Telephone Number / E-mail

Recipient: _____ Contract No.: _____
Activity No.: _____ Activity Name: _____

SECTION 3 BUSINESS SELF-CERTIFICATION

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS, 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) _____ Fifty-one percent (51%) or more ownership by Section 3 residents;

2) _____ At least thirty percent (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 (3) years);

3) _____ Is committed to sub-contracting more than twenty-five percent (25%) of the total dollars awarded by [*recipient*] to business concerns that meet the qualifications indicated in 1) or 2) above.

B. Certifications

I, the undersigned, hereby certify that:

1) I have the legal authority to make these certifications on behalf of _____;
(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 recipient, 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 (5) 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

General Decision Number: AZ190021 01/04/2019 AZ21

Superseded General Decision Number: AZ20180022

State: Arizona

RECEIVED
JAN 15 2019
TOWN OF WELLTON

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

County: Yuma County in Arizona.

HEAVY CONSTRUCTION PROJECTS (DOES NOT INCLUDE DAM CONSTRUCTION)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 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 $10.60 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 2019. 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.

Modification Number	Publication Date
0	01/04/2019

CARP0408-006 07/01/2018

	Rates	Fringes
CARPENTER (Excludes Form Work)...	$ 26.88	12.44

---

* ELEC0570-009 12/01/2018

	Rates	Fringes
ELECTRICIAN.....	$ 26.96	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

---

ENGI0428-011 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	$ 24.09	10.52
Group 2	$ 27.36	10.52
Group 3	$ 28.44	10.52

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Small Self-Propelled Compactor (with blade), Bobcat/Skidsteer/Skid Loader, Oiler

GROUP 2: Self-Propelled Compactor (with blade), Bulldozer, Grader/Blade (rough), Scraper

GROUP 3: Grader/Blade (finish)

PAIN0086-002 04/01/2017

	Rates	Fringes
PAINTER (Brush Only)	$ 19.58	6.40

SUA2012-010 05/17/2012

	Rates	Fringes
BRICKLAYER	$ 21.00	0.00
CARPENTER (Form Work Only)	$ 22.50	5.97
CEMENT MASON/CONCRETE FINISHER	$ 17.83	3.45
IRONWORKER, REINFORCING	$ 20.66	13.59
IRONWORKER, STRUCTURAL	$ 20.59	13.85
LABORER: Asphalt Raker/Shoveler/Spreader	$ 15.76	4.42
LABORER: Common or General	$ 16.00	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind)	$ 17.00	4.55
LABORER: Grade Checker	$ 18.14	4.55

LABORER: Mason Tender - Cement/Concrete	$ 12.91	0.00
LABORER: Pipelayer	$ 14.52	2.35
LABORER: Power Tool Operator	$ 16.55	4.20
OPERATOR: Backhoe/Excavator/Trackhoe	$ 18.14	2.31
OPERATOR: Crane	$ 20.76	4.42
OPERATOR: Drill	$ 23.99	7.60
OPERATOR: Forklift	$ 19.86	4.75
OPERATOR: Loader (Front End)	$ 18.25	4.58
OPERATOR: Mechanic	$ 17.41	4.03
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 17.07	3.20
OPERATOR: Roller	$ 21.13	8.36
OPERATOR: Screed	$ 16.82	2.52
OPERATOR: Tractor	$ 24.43	7.70
OPERATOR: Trencher	$ 16.11	2.25
OPERATOR: Broom/Sweeper	$ 15.40	2.45
PAINTER: Pavement Marking/Parking Lot Striping	$ 19.94	4.10
PAINTER: Roller and Spray	$ 20.65	4.45
PIPEFITTER	$ 27.00	12.03
TRUCK DRIVER: Dump Truck	$ 14.43	1.16
TRUCK DRIVER: Flatbed Truck	$ 16.84	3.51
TRUCK DRIVER: Water Truck	$ 14.10	2.21

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.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

==========

END OF GENERAL DECISION