



COUNCIL INFORMATION PACKET

Council Meeting

Monday

August 21, 2023

6:00 p.m. MDT

TOWN OF COLORADO CITY

MEETING NOTICE

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Colorado City Town Council and to the general public that the Town Council will hold a meeting open to the public on Monday August 21, 2023, at 6:00 p.m. at the **Colorado City Town Hall, 25 South Central Street**, Colorado City, Arizona.

AGENDA:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comments / Informational Summaries
5. Notice of Award
6. Award Contract
7. Public Participation
8. Adjournment

Agenda items and any variables thereto are set for consideration, discussion, approval or other action. All items are set for possible action. The Town Council may, by motion, recess into executive session, which will not be open to the public, to receive legal advice from the Town's attorney(s) on any item contained in this agenda pursuant to ARS § 38-431.03 (A) (3)(4), or regarding sensitive personnel issues pursuant to ARS § 38-431.03 (A) (1), or concerning negotiations for the purchase, sale or lease of real property; ARS § 38-431.03 (A) (7). One or more Council members may be attending by telephone. Agenda may be subject to change up to 24 hours prior to the meeting. Persons with a disability may request a reasonable accommodation by contacting the Town Clerk at 928.875.2646 as early as possible to allow sufficient time to arrange for the necessary accommodations. Town of Colorado City Council Meeting Agenda.



**Town of Colorado City
COUNCIL MEETING AGENDA
STAFF SUMMARY REPORT
Monday August 21, 2023**

6:00 p.m.

4. Public Comment

The chairperson of the meeting should outline the rules of public comment and the time limit imposed according to the following guidelines:

Anyone from the public is invited to make a comment at this time. Please step up to the podium and state your name for the record. There is a standard time limit of three minutes per person. Although we welcome and invite your comments, no discussion or response from the Council is required and individuals should not anticipate any.

According to Arizona law (A.R.S. § 38-431.01(H)) the only action that may be taken as a result of public comment will be limited to directing staff to study the matter or scheduling the matter for further consideration and decision at a later date.

5. Consider Bid Award for Town of Colorado City South Hildale Street Improvements CDBG Contract No. 146-23

Page 1

Presenter: Andrew Barlow, CDBG Grants Administrator

JNJ Engineering Construction, Inc. was the low bid on the South Hildale Street Improvements CDBG Contract No. 146-23 and the engineers have reviewed the bid and are recommending that the bid for this project be awarded to JNJ Engineering Construction Inc. in the Amount of \$594,594.

RECOMMENDATION **Motion:** _____ **2nd:** _____ **Vote:** ____/____

Motion to award the bid in the amount of \$594,594 to JNJ Engineering, Inc. for South Hildale Street Improvements CDBG Contract No. 146-23.

6. Consider Construction Contract with JNJ Engineering Construction, Inc. for Town of Colorado City South Hildale Street Improvements CDBG Contract No. 146-23

Presenter: Vance Barlow, Town Manager

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A contract with JNJ Engineering Construction, Inc. for South Hildale Street Improvements CDBG Contract No. 146-23 has been prepared and is presented for Council consideration. This contract has been sent to the Town's legal counsel for review.

In the interest of time, it is recommended that the contract be approved contingent upon legal review. When the legal review is completed, the Town can then sign the contracts and issue notice to proceed without further Council action.

RECOMMENDATION **Motion:**_____ **2nd:**_____ **Vote:**___/___

Motion to approve the contract with JNJ Engineering Construction, Inc. for South Hildale Street Improvements CDBG Contract No. 146-23 contingent upon legal review.

7. Consider Approval of CDBG Public Participation Plan

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Presenter: Andrew Barlow, CDBG Grants Administrator

As part of the process to apply for CDBG funding, the Town conducts public participation hearings during which, projects are identified and selected for application. The applications must meet the eligibility and priority guidelines of the grant program.

The Town is not required to adopt a public participation plan but would like to adopt one to help educate the public and define the process. The Public Participation Plan spells out the dates for public meetings. Meeting #1 which cannot be in conjunction with a Council meeting is proposed to be Monday September 25, 2023, and meeting #2 which is in conjunction with a Council meeting is proposed to be Monday November 13, 2023 (note this is the regularly scheduled Council meeting).

RECOMMENDATION **Motion:**_____ **2nd:**_____ **Vote:**___/___

Motion to adopt the CDBG 2023 Public Participation Plan and set public hearing dates.

8. Adjournment



TOWN OF COLORADO CITY

25 S. Central Street • Box 70 • Colorado City, AZ 86021

Phone: 928-875-9160 Fax: 928-875-2778

August 22, 2023

JNJ Engineering Construction, Inc.
P.O. Box 842218
Hildale, Utah 84784
Attn: JVar Dutson
via certified mail
[and via email: office@jnjeci.com](mailto:office@jnjeci.com)

**RE: NOTICE OF AWARD OF CONSTRUCTION CONTRACT
SOUTH HILDALE STREET IMPROVEMENTS (CDBG Contract No. 146-23)**

Dear Mr. Dutson:

You are hereby notified that the Town Council voted to award you the construction contract for the above-mentioned project, in the base bid amount of \$594,594.00. The contract is enclosed.

All three bidders were deemed to be responsive and responsible, so the award was based on total price, after adjusting the scope as previously described. In this case, no adjustment was necessary.

Time will be allotted for all participating firms to protest the Town's decision (Contract Documents, Information For Bidders, Item No. 22).

You must deliver to the Town the following documents within 10 days of receiving the contract:

1. Two executed contracts.
2. One Performance Bond in the amount of the contract.
3. One Labor and Material Payment Bond in the amount of the contract.
4. One Certificate of Insurance (or more if multiple insurers). This must meet the minimum requirements per MAG Section 103, including Worker's Compensation. Please ensure that the Town is designated as additional insured.
5. Updated LS-2 form and LS-3 form (Contractor's and Sub-Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements), pages 31-36 in Contract Documents.
6. Section 3 Assurance forms (S3B-1, S3B-2, and S3B-3), pages 51-56 in Contract Documents.

After you comply with the above-referenced conditions, the Town will return to you one fully executed contract, along with your bid surety. The Town would like to issue the Notice to Proceed as soon as possible after the contract is issued, in order to allow the paving to be completed in favorable weather. A Pre-Construction Conference will be scheduled at our mutual convenience. The Town would like to take this opportunity to thank you for submitting your proposal.

Sincerely,

Town of Colorado City

Vance Barlow,
Town Manager

Encl.: Contract with Attachments A and B

BID TABULATION

Town of Colorado City, Arizona
Community Development Block Grant

South Hildale Street Improvements
CDBG Contract No. 146-23

Bid opening: Wed., August 16, 2023, at 3:00 PM MDT
25 S. Central St., Colorado City, AZ

Item No.	Description	Estimated Quantity	Unit	Engineer's Estimate		B4 Enterprises		Mtn. States Contr.		JNJ Eng. Const.	
				Unit Price	Item Amount	Unit Price	Item Amount	Unit Price	Item Amount	Unit Price	Item Amount
Schedule A – Utilities and Signage											
A1	Furnish and install street light (LED 130 W) on 35’ aluminum pole.	3	Each	6,562.91	19,688.73	9,165.00	27,495.00	8,522.65	25,567.95	14,150.00	42,450.00
A2	Furnish and install buried 2” conduit for street light.	760	LF	8.20	6,232.00	33.30	25,308.00	31.57	23,993.20	17.90	13,604.00
A3	Adjust water valve box, furnish and construct concrete collar.	7	Each	845.24	5,916.68	600.00	4,200.00	1,025.72	7,180.04	725.00	5,075.00
A4	Adjust sewer manhole frame and cover, furnish and construct concrete collar.	4	Each	981.36	3,925.44	750.00	3,000.00	1,507.65	6,030.60	880.00	3,520.00
A5	Furnish and install yield sign at Mohave/Hildale intersection.	2	Each	113.32	226.64	1,100.00	2,200.00	546.25	1,092.50	290.00	580.00
A6	Furnish and install one-direction large arrow sign at Mohave/Hildale intersection.	2	Each	226.64	453.28	1,200.00	2,400.00	546.25	1,092.50	290.00	580.00
A7	Furnish and install stop sign at Mohave/Hildale intersection.	1	Each	113.32	113.32	1,100.00	1,100.00	488.75	488.75	290.00	290.00
A8	Furnish and install object marker north of Mohave/Hildale intersection.	2	Each	113.32	226.64	1,100.00	2,200.00	488.75	977.50	275.00	550.00
	Subtotal Schedule A				\$36,782.73		\$67,903.00		\$66,423.04		\$66,649.00
Schedule B - Curb & Gutter											
B1	Prepare subgrade for 30-inch curb & gutter and waterway (6” beyond edges).	9,181	SF	1.93	17,719.33	1.70	15,607.70	0.88	8,079.28	1.90	17,443.90
B2	Haul, place, and compact base course for 30-inch curb & gutter and waterway, 6 inches thick (6” beyond edges).	9,181	SF	2.10	19,280.10	2.00	18,362.00	2.94	26,992.14	1.95	17,902.95
B3	Furnish and construct 30-inch concrete curb & gutter, including driveway cuts and returns.	2,416	LF	28.02	67,696.32	35.00	84,560.00	37.90	91,566.40	26.50	64,024.00
B4	Furnish and construct 6-foot concrete waterway with reinforcing (1 place).	621	SF	14.01	8,700.21	22.00	13,662.00	12.65	7,855.65	12.00	7,452.00
	Subtotal Schedule B				\$113,395.96		\$132,191.70		\$134,493.47		\$106,822.85

Item No.	Description	Estimated Quantity	Unit	Engineer's Estimate		B4 Enterprises		Mtn. States Contr.		JNJ Eng. Const.	
				Unit Price	Item Amount	Unit Price	Item Amount	Unit Price	Item Amount	Unit Price	Item Amount
Schedule C - Sidewalk											
C1	Prepare subgrade for sidewalk (8" beyond edge).	2,568	SF	2.10	5,392.80	1.00	2,568.00	2.44	6,265.92	1.90	4,879.20
C2	Prepare subgrade for driveway entrance (includes any sidewalk bypass) (12" beyond edge).	2,514	SF	2.33	5,857.62	1.50	3,771.00	3.50	8,799.00	1.90	4,776.60
C3	Prepare subgrade for accessible ramp (8" beyond edge).	2,231	SF	2.33	5,198.23	1.50	3,346.50	2.81	6,269.11	2.00	4,462.00
C4	Haul, place, and compact base course for sidewalk, 4 inches thick (4" beyond edge).	2,437	SF	2.45	5,970.65	1.50	3,655.50	1.46	3,558.02	2.20	5,361.40
C5	Haul, place, and compact base course for driveway entrance (includes any sidewalk bypass), 6 inches thick (6" beyond edge).	2,305	SF	2.33	5,370.65	2.00	4,610.00	2.50	5,762.50	2.30	5,301.50
C6	Haul, place, and compact base course for accessible ramp, 4 inches thick (4" beyond edge).	2,138	SF	2.33	4,981.54	2.00	4,276.00	1.61	3,442.18	2.30	4,917.40
C7	Furnish and construct concrete sidewalk, 4 inches thick.	2,310	SF	6.42	14,830.20	9.00	20,790.00	6.33	14,622.30	6.05	13,975.50
C8	Furnish and construct concrete driveway entrance (includes any sidewalk bypass), 6 inches thick (4 places).	2,285	SF	8.46	19,331.10	12.70	29,019.50	8.05	18,394.25	7.80	17,823.00
C9	Furnish and construct concrete accessible ramp, 4 inches thick (9 places).	2,048	SF	8.17	16,732.16	17.00	34,816.00	10.06	20,602.88	8.40	17,203.20
	Subtotal Schedule C				\$83,664.95		\$106,852.50		\$87,716.16		\$78,699.80
Schedule D - Roadway Pavement											
D1	Prepare subgrade for roadway.	9,941	SY	2.92	29,027.72	3.50	34,793.50	3.13	31,115.33	2.80	27,834.80
D2	Haul, place, and compact base course for roadway, 6 inches thick.	9,941	SY	5.25	52,190.25	5.50	54,675.50	4.78	47,517.98	4.95	49,207.95
D3	Furnish and place emulsified asphalt tack coat on concrete edges, asphalt edges and asphalt joints.	7,163	LF	0.29	2,077.27	1.00	7,163.00	0.40	2,865.20	0.20	1,432.60
D4	Furnish, place and compact 2-1/2 inch asphalt paving for roadway.	9,669	SY	21.36	206,529.84	27.00	261,063.00	23.00	222,387.00	21.60	208,850.40
D5	Furnish and place fog seal.	9,669	SY	0.88	8,508.72	1.45	14,020.05	0.75	7,251.75	0.50	4,834.50
	Subtotal Schedule D				\$298,333.80		\$371,715.05		\$311,137.26		\$292,160.25

Item No.	Description	Estimated Quantity	Unit	Engineer's Estimate		B4 Enterprises		Mtn. States Contr.		JNJ Eng. Const.	
				Unit Price	Item Amount	Unit Price	Item Amount	Unit Price	Item Amount	Unit Price	Item Amount
Schedule E - Other											
E1	Traffic control	1	%/LS	1.0%	5,321.77		15,000.00		5,750.00		3,000.00
E2	Mobilization and demobilization	1	%/LS	7.0%	37,252.42		35,000.00		11,379.00		36,292.00
E3	Performance and payment bonds and certificates of insurance	1	%/LS	2.5%	13,304.44		15,000.00		22,207.00		10,292.00
E4	Project sign	1	%/LS	291.39	291.39		2,000.00		460.00		678.10
	Subtotal Schedule E				56,170.02		67,000.00		39,796.00		50,262.10
TOTAL ALL SCHEDULES					\$588,347.46		\$745,662.25		\$639,565.93		\$594,594.00
TOWN BUDGET					\$591,437.25		\$591,437.25		\$591,437.25		\$591,437.25
% OF BUDGET					99.5%		126.1%		108.1%		100.5%
% OF ENGINEER'S ESTIMATE					100.0%		126.7%		108.7%		101.1%



TOWN OF COLORADO CITY

25 S. Central Street • Box 70 • Colorado City, AZ 86021

Phone: 928-875-9160 Fax: 928-875-2778

August 22, 2023

Bidder info...

**RE: NOTICE OF NON-AWARD OF CONSTRUCTION CONTRACT
SOUTH HILDALE STREET IMPROVEMENTS (CDBG Contract No. 146-23)**

Dear Mr. ---:

You are hereby notified that your bid for the above-mentioned project was duly considered, and the Town appreciates your effort to submit your proposal. However, following standard procurement procedures has led to the contract not being awarded to your firm. All three bidders were deemed to be responsive and responsible, so the award was based on total price, after adjusting the scope as previously described. In this case, no adjustment was necessary.

Time will be allotted for all participating firms to protest the Town's decision (Contract Documents, Information For Bidders, Item No. 22).

Bid sureties will be returned per MAG 103.2, including Special Provision 103.2.

The Town would again like to thank you for submitting your proposal.

Sincerely,

Town of Colorado City

Vance Barlow,
Town Manager

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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**FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING**

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FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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ATTACHMENTS

- | | | |
|-------------------------------------|---|---|
| <input checked="" type="checkbox"/> | A | Scope of Work |
| <input checked="" type="checkbox"/> | B | Performance Report/Schedule of Completion |
| <input checked="" type="checkbox"/> | C | Budget |
| <input checked="" type="checkbox"/> | D | Request for Payment Form |
| <input checked="" type="checkbox"/> | E | Special Conditions of the Agreement |
| <input checked="" type="checkbox"/> | F | Certification and Other Requirements Relating to Title I or Title II Assistance |
| <input type="checkbox"/> | G | Authorizing Resolution(s) |
| <input type="checkbox"/> | H | Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013) |

AGREEMENT NO. 146-23
TERMINATION DATE November 1, 2024

**FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
TOWN OF COLORADO CITY
FOR
SOUTH HILDALE STREET IMPROVEMENTS**

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH")**, located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

- ☒ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").
- ☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").
- ☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").
- ☐ A.R.S. § 41-3957 (State Housing Program Fund) ("**HPF**").
- ☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").
- ☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").
- ☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("**NHTF**").
- ☐ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").
- ☐ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

Funding Agreement with
State of Arizona, Department of Housing

☐ Southwest Gas Corporation, Weatherization Assistance Program ("SWG WAP").
and

TOWN OF COLORADO CITY
(Entity)

An Arizona Town ("Recipient") DUNS #624501912, located at

PO BOX 70
Street
COLORADO CITY, AZ 86021-0070
City State Zip

In consideration of the mutual representations and obligations hereunder,
ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide \$668,226.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☒ **CDBG, CFDA # 14.228**
Federal Fiscal Year 2022
\$668,226.00

☐ **HOME, CFDA # 14.239**
Federal Fiscal Year _____
\$_____

☐ **HTF**
State Fiscal Year _____
\$_____

☐ **HPF**
State Fiscal Year _____
\$_____

☐ **HOPWA, CFDA # 14.241**
Federal Fiscal Year _____
\$_____

☐ **COC, CFDA # 14.267**
Federal Fiscal Year _____
\$_____

Funding Agreement with
State of Arizona, Department of Housing

- ☐ NHTF, CFDA # 14.275
Federal Fiscal Year _____
\$ _____
- ☐ DOE WAP, CFDA # 81.042
Federal Fiscal Year _____
\$ _____
- ☐ LIHEAP WAP, CFDA # 93.568
Federal Fiscal Year _____
\$ _____
- ☐ SWG WAP
State Fiscal Year _____
\$ _____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the *Budget* attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until NOVEMBER 1, 2024 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as

Attachment G, Authorizing Resolution(s) and any *Special Conditions of the Agreement* attached hereto as **Attachment E**.

- ☒ **CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook*; and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively “the Incorporated Documents”) as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.
- ☐ **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; and (6) the *State Housing Fund Program Summary and Application Guide*.
- ☐ **HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.
- ☐ **HPF** funds require adherence to the *Special Needs Housing Manual* as revised.
- ☐ **COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.
- ☐ **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual*.
- ☐ **NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, *Housing Trust Fund Interim Rule*; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) *State of Arizona Qualified Allocation Plan*; and (5) *National Housing Trust Fund Allocation Plan*.
- ☐ **DOE WAP** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *DOE WPN 22-4 Quality Work Plan*.
- ☐ **LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and*

Procedures Handbook; (5) Arizona Weatherization Assistance Program Field Guide; (6) Standard Work Specifications; and (7) WAP Memorandum 15-10 Quality Management Plan.

- ☐ **SWG WAP** funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan)*; (2) *Health and Safety Plan (HSD Plan)*; (3) *the Arizona Weatherization Policies and Procedures Handbook*; (4) *Arizona Weatherization Assistance Program Field Guide*; (5) *Standard Work Specifications*; and (6) *WAP Memorandum 15-10 Quality Management Plan*.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes;
- (e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes; and
- (g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

- ☐ **HOME, NHTF, HTF** funded rental development projects (“Rental Projects”) or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).
- ☒ **HOME, HTF and CDBG** non-rental projects (“HOME, HTF and CDBG Non-Rental Projects”). Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
- ☐ **COC** funded assistance for persons who are homeless (“Homeless Projects”). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.
- ☐ **HOPWA** funded rental assistance and services (“HOPWA Projects”). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.
- ☐ **DOE WAP, LIHEAP WAP and SWG WAP** funded projects (“Weatherization Projects”). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout

requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

- (a) The funds have been expended;
- (b) The Scope of Work has been completed;
- (c) The contract period set forth in this Agreement has expired; or
- (d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

- ☐ **Rental Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- ☒ **Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within

fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

- ☐ **Homeless Projects funded with HTF, HPF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- ☐ **Weatherization.** Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

- ☒ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:
 - (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
 - (b) Additional funding sources are added to the Project;
 - (c) Recipient is requesting a change to the grant terms.

☐ **HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

- (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
- (b) Recipient is requesting a change to the loan terms.

☐ **WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-

(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

- (a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

☐ **WEATHERIZATION (DOE WAP, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☒ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided

hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

“Funds Recouped by Recipient” means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

“Interest” means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

“Program Income” means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following

circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and

obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or

recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
- (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
- (e) Recapture funds and terminate contract;
- (f) Withhold future ADOH grant awards from all sources; or
- (g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

- ☒ **CDBG funded projects only:** All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.
- ☐ **WEATHERIZATION projects only:** All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, LIHEAP WAP) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

- (a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”)
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient’s subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

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

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

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

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

from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

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

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

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

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

TOWN OF COLORADO CITY
Entity
ANDREW BARLOW, GRANT MANAGER
Attention (if applicable)
PO BOX 70
Mailing Address
COLORADO CITY, AZ 86021-0070
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of \$100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA,
ARIZONA DEPARTMENT OF HOUSING

BY: _____

Joann Serviss

TOWN OF COLORADO CITY
RECIPIENT

BY: _____

Howard Ream

TITLE: Director

TITLE: Mayor

DATE: 3/24/2023

DATE: 3-16-2023

Attachment A SCOPE OF WORK

Town of Colorado City 146-23 – South Hildale Street Improvements

Activity #1 - Administration

\$3,750 CDBG

To carry out all required actions to administer activities funded from the **FY 2022 WACOG Regional Account for the Town of Colorado City**. Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

Activity #2 – Street Improvements

\$660,725 CDBG

CDBG funds will be used to construct street improvements to Hildale Street from Mohave Avenue to Edson Avenue in the Town of Colorado City, Arizona. Improvements will consist of construction of approximately 9,500 SY of roadway, 3,400 LF of curb and gutter, 10,400 SF of sidewalk, as well as installation of street signs. No acquisition or easements required.

This activity will meet the Low to Moderate Income National Objective (LMA) and will benefit approximately 4,810 people of whom 2,920 (or 60.7%) are low-to-moderate income.

HUD Performance Measures

Objective: Suitable Living Environment

Outcome: Improved Sustainability

Indicator(s): Number of people (LMI included) with improved access

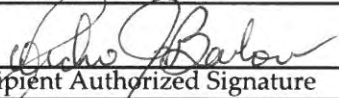
Data Collection Methodology: Document the number of residents living in the service area who have improved access to street improvements.



Arizona
Department
of Housing

CDBG

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION				Page 1 of 1	
Recipient	Town of Colorado City		Date		
Contract No	146-23	Contract Period: from March 2023 to November 1, 2024	Revision		
Activity	South Hildale Street Improvements		Month		
Recipient Address	PO Box 70		City	Town of Colorado City	
Contact Person	Andrew Barlow, Grant Manager		Zip Code	86021	
Phone	928-875-9160	Email	andyb@tocc.us	County	Mohave
Program Specialist	Hilary Cuenin	Email	hilary.cuenin@azhousing.gov		
Indicate adherence to contract or schedule changes. Due by the 15th of each month.					
Contract Schedule	Contract Date	Complete Yes/No	Modification Date		
Environmental Review Completed	2/6/2023				
Execute ADOH Contract	3/1/2023				
Engineering and Design	9/1/2023				
Finalize Documents & Prepare Bid Package	12/15/2023				
Bid Opening	4/12/2024				
Award Contract	5/15/2024				
Construction begins	7/10/2024				
Construction Complete	10/20/2024				
Final Inspections	10/30/2024				
Project Complete - Contract Expires	11/1/2024				
Please provide: 1. a brief description of activities performed this period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. 2. The date of submission of your last Request for Payment (RFP) RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.					
Last RFP submitted on:					
		CDBG Grant Manager			
Recipient Authorized Signature		Date		Title	



Arizona
Department
of Housing

CDBG

Attachment C

Budget						
Recipient	Town of Colorado City				Date	
Contract No./File No.	146-23 Contract Period: from March 2023 to November 1, 2024				Revision No.	
Activity	South Hildale Street Improvements					
Recipient Address	PO Box 70				City	Town of Colorado City
Contact Person	Andrew Barlow, Grant Manager				Zip Code	86021
Phone	928-875-9160	Email	andyb@tocc.us		County	Mohave
Program Specialist	Hilary Cuenin	Email	hilary.cuenin@azhousing.gov			
a	b	c	d	e	f	g
Budget Line Item or Activity No.	CDBG FY2022	Source Program Year	Source Program Year	Source Program Year	Source Program Year	Source Program Year
Activity 1 -- Admin	\$3,750.00					
Activity 2 -- Street Improvements	\$660,725.00					
Total	\$664,475.00					

ATTACHMENT E

SPECIAL CONDITIONS

1. The Town of Colorado City agrees to include AZ Game and Fish Department (AZGFD) general recommendations in the construction contract as outlined in the AZGFD letter dated July 5, 2022 as part of the Hildale Street Improvement Project, Environmental Record Review Document approved on February 6, 2023. AZ Game and Fish recommendations are as follows:
 - a. Staging areas should be located in previously disturbed sites and kept as small as possible. Implement erosion and drainage control measures during the project to prevent the introduction of sediment-laden runoff into adjacent surface waters and to prevent impacts to surface water quality. Stabilize exposed soils, particularly on slopes, with native vegetation as soon as possible to prevent excess erosion.
 - b. Minimize the potential introduction or spread of exotic invasive species, including aquatic and terrestrial plants, animals, insects and pathogens. Precautions should be taken to wash and/or decontaminate all equipment utilized in the project activities before entering and leaving the site. Please review the Arizona Department of Agriculture's website for a list of prohibited and restricted noxious weeds (<https://agriculture.az.gov/pestspest-control/agriculture-pests/noxious-weeds>) and the Arizona Native Plant Society (<https://aznps.com/invas>) for recommendations on control methods.
 - c. If trenching will occur, trenching and backfilling crews should be close together to minimize the amount of open trenches at any given time. Avoid leaving trenches open overnight. Where trenches cannot be back-filled immediately, escape ramps should be constructed at least every 90 meters. Escape ramps can be short lateral trenches or wooden planks sloping to the surface. The slope should be less than 45 degrees (1:1). Trenches that have been left open overnight should be inspected and animals removed prior to backfilling.

ATTACHMENT F

CERTIFICATION AND OTHER REQUIREMENTS RELATING TO TITLE I ASSISTANCE

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
 - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
 - b. Is authorized and consents on behalf of the applicant and him (her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 2 CFR part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
11. It will comply with
 - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
 - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.

- c. Section 109 of the Housing and Community Development Act of 1974.
 - d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
 - e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
 - f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
 - g. Federal Fair Housing Act of 1988, P.L. 100-430.
 - h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42 U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
 - i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
- 12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
 - 13. It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 - 14. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
 - 15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
 - 16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 - 17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
 - 18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
 - 19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
 - 20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
 - a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or;
 - b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low income persons.

21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with 2 CFR 200, Subpart F – Audit Requirements; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
 - a. 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 the 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;
 - b. 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, and 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.
 - c. the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

**AUTHORIZATION TO SUBMIT APPLICATION
AND IMPLEMENT CDBG PROJECTS**

RESOLUTION NO. 2022-16

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF COLORADO CITY AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY **2022** STATE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (REGIONAL COMPONENT), CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Town of Colorado City is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within this application address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, a grantee of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and Council of the Town of Colorado City authorize application to be made to the State of Arizona, Department of Housing for FY **2022** CDBG funds Regional Component, and authorize the Mayor to sign application and contract or grant documents for receipt and use of these funds for Street Improvement on Hildale Street from Mohave Avenue to Edson Avenue and authorize the Mayor to take all actions necessary to implement and complete the activities submitted in said application; and

THAT this application for State CDBG funds Regional Component meets the requirements of low and moderate-income benefit for activities justified as benefitting low and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and

THAT, the Town of Colorado City commits to paying the approved project costs over and above the grant amount.

THAT, the Town of Colorado City will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in the application.

PASSED AND ADOPTED by the Town Council of the Town of Colorado City, this 16th day of May 2022.

ATTEST:


Town Clerk

Mayor





Community Development Block Grant (CDBG) Program
DESIGNATION OF DEPOSIT OF GRANT FUNDS (F-1)

Funding Agreement Number(s): 146-23

(Complete the name and address of Recipient Unit of Local Government [UGLG])

UGLG: Town of Colorado City

Address: PO Box 70

City: Colorado City

State: Arizona

Zip: 86021

has been designated as the recipient for all funds to be received from ADOH resulting from CDBG Funding Agreement Number(s) shown above.

Funds shall be deposited by the recipient UGLG to:

Name of Financial Institution: Wells Fargo Bank Account Name/ #: Town of Colorado City

A. ☐ Check this box if payment to be mailed to grantee

B. ☒ Check this box if payment to be sent electronically (direct deposit).

Note: If Box B is checked, GA0-618 Automated Clearinghouse (ACH) Vendor Authorization must be sent to ADOH.

Account number by which CDBG funds will be recorded in grantee financial records: 42

Leverage account number, if applicable: _____

I certify that CDBG funds shall be deposited as specified above; shall not be deposited in an interest bearing account (unless all requests for payment shall be on a reimbursement basis); and shall be deposited in an FDIC-insured financial institution.

Howard Ream

Typed Name of Chief Elected Official


Signature of Chief Elected Official

Mayor

Title

3-16-2023
Date



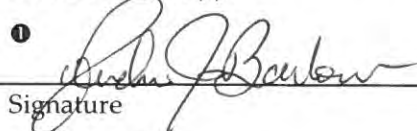
Community Development Block Grant (CDBG) Program
AUTHORIZED SIGNATURE CARD
FOR REQUESTS FOR PAYMENT ON CDBG ACCOUNT (F-2)

UGLG: Town of Colorado City

Funding Agreement Number(s): 146-23

SIGNATURES OF INDIVIDUALS AUTHORIZED TO REQUEST FUNDS ON THE CITED CDBG FUNDING AGREEMENTS(s):

①



Signature

Andrew Barlow

Typed Name

3-16-23

Date

CDBG Grants Administrator

Title

②



Signature

Vance Barlow

Typed Name

3-16-2023

Date

Town Manager

Title

③



Signature

Howard Ream

Typed Name

3-16-2023

Date

Mayor

Title

④

Signature

Date

Typed Name

Title

I certify that the signatures above are of the individuals authorized to request payments for the cited contract and that I, as the Chief Elected Official (Mayor/County Board Chairperson), have the authority to designate these individuals to take such action.



Signature of Chief Elected Official

3-16-2023

Date

Howard Ream

Mayor

Typed Name

Title



Community Development Block Grant (CDBG) Program
AUTHORIZED SIGNATURE CARD FOR ALL ADMINISTRATIVE
ACTIONS PERTAINING TO CDBG FUNDING AGREEMENTS

UGLG: Town of Colorado City

FUNDING AGREEMENT NUMBER(S): 146-23

ONLY ONE SIGNATURE REQUIRED (additional recommended to ensure signatory availability)

SIGNATURE(S) OF AUTHORIZED INDIVIDUAL(S)

Typed Name Andrew Barlow

Title CDBG Grants Manager

Signature *Andrew Barlow*

Date 3-16-23

Typed Name Vance Barlow

Title Town Manager

Signature *Vance Barlow*

Date 3-16-2023

Typed Name Howard Ream

Title Mayor

Signature *Howard Ream*

Date 3-16-2023

Typed Name _____

Title _____

Signature _____

Date _____

I certify that the signatures above are those of the individuals who may authorize administrative actions for the cited contract and that I, as the Chief Elected Official, have the authority to designate these individuals to take such action.

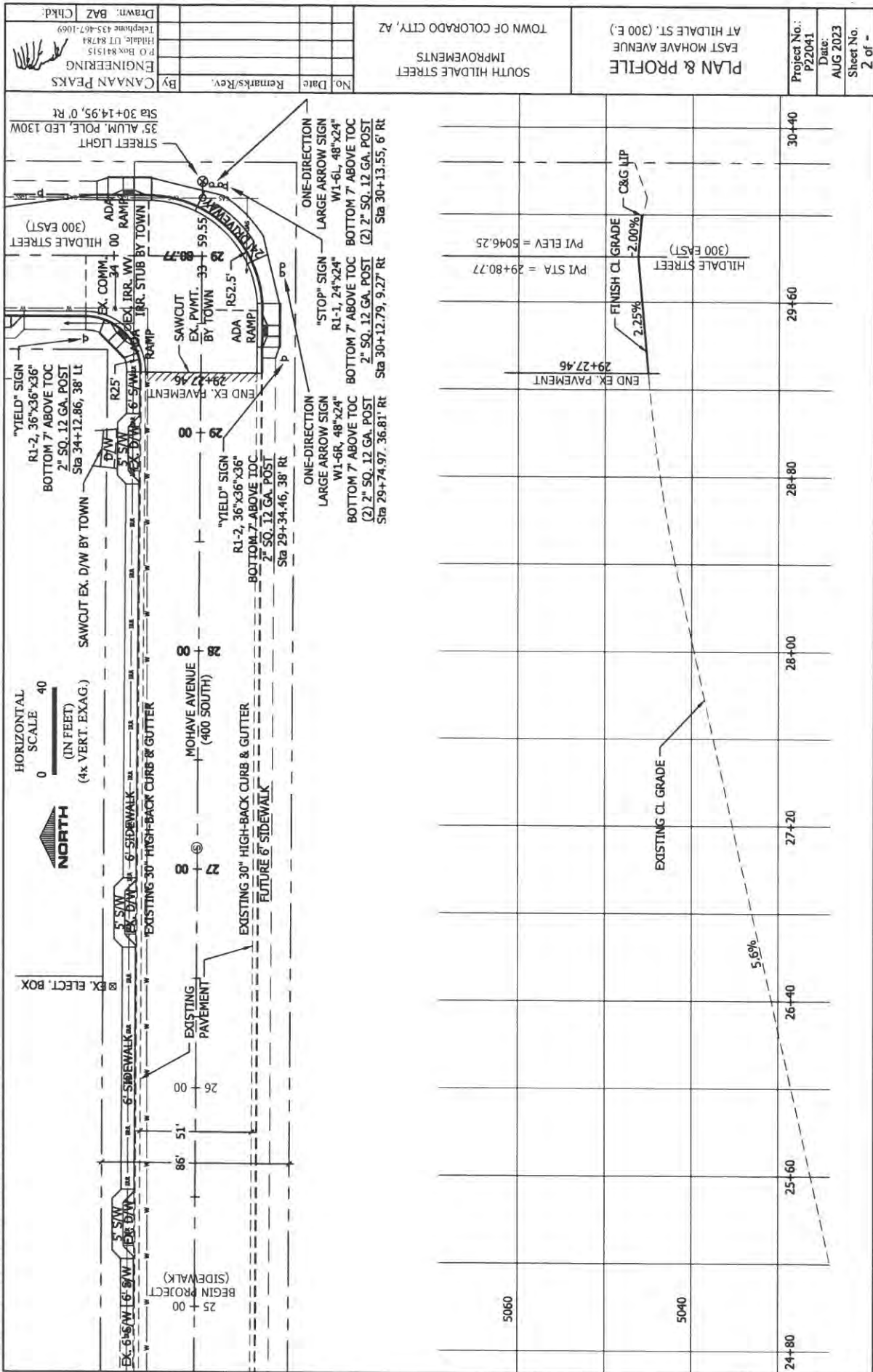
Chief Elected Official Howard Ream

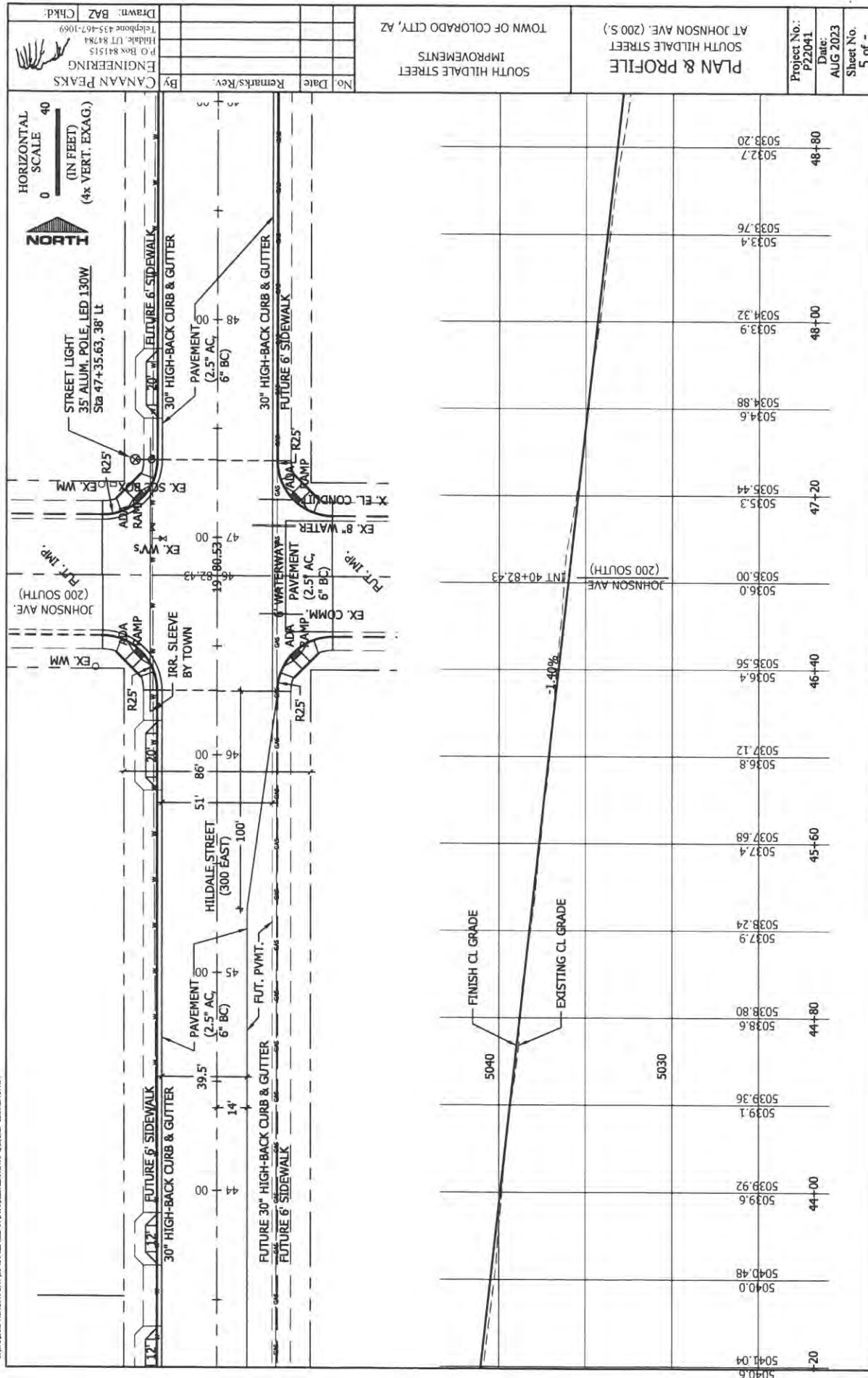
Title Mayor

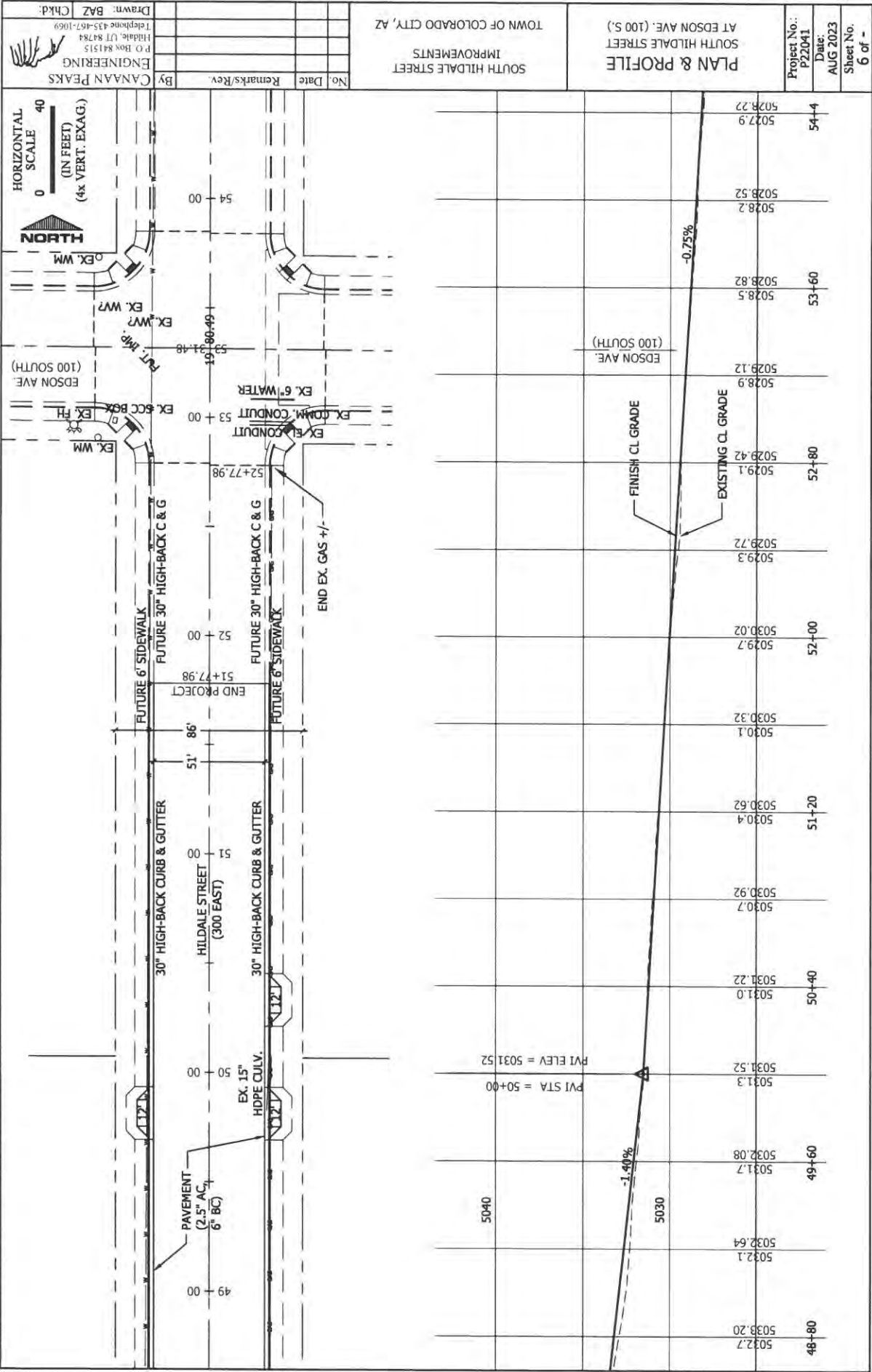
(Typed Name)

Signature *Howard Ream*

Date 3-16-2023







EVERGLAND PROJECTS AND ASSOCIATES, INC. 11/20/2023 11:20:20 AM NOT

CONTRACT DOCUMENTS

For

COMMUNITY DEVELOPMENT BLOCK GRANT

SOUTH HILDALE STREET IMPROVEMENTS

CDBG Contract No. 146-23

**Prepared for the Town of
COLORADO CITY, ARIZONA**



FOR REVIEW
8-18-23

**By
Canaan Peaks Engineering
P.O. Box 841515
Hildale, Utah 84784**

August 2023

FOR CONSTRUCTION

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GENERAL INFORMATION

Begin ad

ADVERTISEMENT FOR BIDS

The Town of Colorado City, Arizona, will receive sealed bids for construction of the **Community Development Block Grant - South Hildale Street Improvements**. Bids must be submitted to the Town of Colorado City, ATTN: Vance Barlow, Town Clerk, 25 S. Central St., P.O. Box 70, Colorado City, Arizona, 86021, by 3 p.m. Mountain Daylight Time on or before Wednesday, August 16, 2023, and will be publicly opened and read aloud at the above address immediately thereafter. Any bid received after 3:00 p.m. of said date will be returned unopened. All bids shall be plainly marked as specified in Paragraph 102.9 of MAG Unified Standard Specifications on the outside of the sealed envelope. All bids must be made on a copy of the required proposal form.

A pre-bid meeting will be held at the above address on Wednesday, August 9, 2023, at 3 p.m. Mountain Daylight Time. Attendance is optional. Notes from the meeting will be sent to all plan holders.

Bids shall be accompanied by a certified check, cashier's check, or surety bond for 10% (ten percent) of the total amount of the bid. The Town intends to enter into a unit price Contract with the lowest responsible and responsive Bidder whose proposal is satisfactory. The low Bidder shall be determined based on the final scope of the project and the identical unit prices submitted in the bid. The Town reserves the right to delete any bid item or to adjust the quantities of bid items in order to achieve a Contract price that falls within the Town's budget for the project. Performance and payment bonds for not less than 100% (one hundred percent) of the agreed upon full Contract amount will be required of the successful Bidder.

Project scope, in general, consists of reconstruction of approximately 2.5 city blocks of Hildale Street (300 East) between Mohave Avenue (400 South) and Edson Avenue (100 South), including preparation of subgrade, placement of base course, curb & gutter, waterway, sidewalk, driveway entrances, curb ramps, asphalt paving, street lights, and signs. The construction schedule must be coordinated with that of Town and utility crews who will perform removal of existing surfaces, rough subgrade preparation, and possible utility relocations. The Town will also furnish the base course material in a stockpile at their yard located approximately 1.7 miles west and south of the project site. The construction cost is expected to be between \$500,000 and \$700,000. The completion time for the project shall be 120 calendar days from the date of the Notice to Proceed.

A hard copy of the Contract Documents may be obtained after Monday, July 31, 2023, at the above address, upon payment of a \$25.00 fee, which is refundable for sets that are in good condition. Or requests may be made to Canaan Peaks Engineering at (435) 467-1069 for Contract Documents to be emailed. Questions may be addressed to Canaan Peaks Engineering at (435) 467-1069. Substantial answers will be issued to all on the plan holders list.

Bidders must submit evidence that they are fully prepared and have the necessary licenses, experience, capital and equipment to complete the Contract. The Town reserves the right to reject all bids and to waive formalities or minor defects.

This is a HUD federally funded project. The requirements of the Federal Davis-Bacon Act must be met, along with all other applicable federal, state and local laws and regulations.

End ad

PUBLISH 2X: Sunday, July 30, and Sunday, August 6, 2023

INFORMATION FOR BIDDERS

1. The Town of Colorado City, Arizona, will receive sealed bids for construction of the **Community Development Block Grant - South Hildale Street Improvements**. Bids must be submitted to the Town of Colorado City, ATTN: Vance Barlow, Town Clerk, 25 S. Central St., P.O. Box 70, Colorado City, Arizona, 86021, by 3 p.m. Mountain Daylight Time, Wednesday, August 16, 2023, and will be publicly opened and read aloud at the above address immediately thereafter. Any bid received after 3:00 p.m. of said date will be returned unopened. All bids shall be plainly marked as specified in Paragraph 102.9 of MAG Unified Standard Specifications on the outside of the sealed envelope. All bids must be made on a copy of the required proposal form. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.
2. A pre-bid meeting will be held at the above address on Wednesday, August 9, 2023, at 3 p.m. Mountain Daylight Time. Attendance is optional. Notes from the meeting will be sent to all plan holders.
3. Bids shall be accompanied by a certified check, cashier's check, or surety bond for 10% (ten percent) of the total amount of the bid, payable to the Town. Bidders may not withdraw their bids for a period of 50 (fifty) days after its being opened without the consent of the Town. The Town will retain the Bid Surety of all Bidders until a Contract is executed with the lowest responsive and responsible Bidder and after the Performance Bond, Payment Bond and Certificates of Insurance have been executed and approved.
4. The Town intends to enter into a unit price Contract with the lowest responsible and responsive Bidder whose proposal is satisfactory. The low Bidder shall be determined based upon estimated quantities of the final scope and the identical unit prices submitted in the bid. The Town reserves the right to delete any bid item or to adjust the quantities of bid items in order to achieve a Contract price that falls within the Town's budget for the project. The Bidder shall not unbalance their bids by prorating overhead and profit into only one or two items. The Bidder's unit prices, coupled with the mobilization/demobilization and other overhead items as may be provided in the Bid Schedule, shall be assumed to adequately compensate the Bidder for any reasonable quantity associated with the project. The successful Bidder shall be the one who is determined to be the low Bidder and is found to meet all the qualifications stipulated herein and furnishes the required Bonds and Certificates of Insurance. The Town shall not propose adjustments to the unit prices furnished by the successful Bidder or adjust quantities in a capricious fashion.
5. Performance and Payment Bonds, each in the amount of 100% (one hundred percent) of the Contract price, with a corporate surety approved by the Town, will be required for the faithful performance of the Contract. Each such bond shall be executed by 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. In addition, said company or companies shall be rated "Best A-" or better as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company. Attorneys-in-fact who sign bonds must file with each bond a certified and effective dated copy of their power-of-attorney.
6. Certificates of Insurance for the coverage and amounts listed in MAG Specifications will be required.

The insurance company writing such policy must have a BEST rating of not less than “A-” and be licensed by the Arizona Department of Insurance to do business in the State of Arizona.

7. Project scope, in general, consists of reconstruction of approximately 2.5 city blocks of Hildale Street (300 East) between Mohave Avenue (400 South) and Edson Avenue (100 South), including preparation of subgrade, placement of base course, curb & gutter, waterway, sidewalk, driveway entrances, curb ramps, asphalt paving, street lights, and signs. The construction schedule must be coordinated with that of Town and utility crews who will perform removal of existing surfaces, rough subgrade preparation, and possible utility work. The Town will also furnish the base course material in a stockpile at their yard located approximately 1.7 miles west and south of the project site. The construction cost is expected to be between \$500,000 and \$700,000.
8. The completion time for the project shall be 120 calendar days from the date of the Notice to Proceed. Liquidated damages shall apply per MAG Specifications Section 108.9 (\$570/day).
9. A hard copy of the Contract Documents may be obtained after Monday, July 31, 2023, at the above address, upon payment of a \$25.00 fee, which is refundable for sets that are in good condition. Or requests may be made to Canaan Peaks Engineering at (435) 467-1069 for Contract Documents to be emailed.
10. Questions may be addressed to Canaan Peaks Engineering. Substantial answers will be issued to all on the plan holders list. The Engineer shall not give any such answer verbally, and Bidders shall not rely on any such answer given verbally.
11. Each Bidder is responsible for inspecting the site and for reading and being familiar with the Contract Documents; including Specifications, Supplemental Specifications, Special Provisions, Drawings, and any Addenda. It shall be the Bidder’s responsibility to procure and/or obtain their own copy of the MAG Specifications, and all other referenced documents, laws, regulations and provisions applicable to the project. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to their bid. Also, information obtained from an officer, agent or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Contract. After the submission of the bid, no complaint or claim that there was any misunderstanding as to the quantities, conditions or nature of the work or Contract provisions will be entertained.
12. Bidders must submit evidence that they are fully prepared and have the necessary licenses, experience, capital, and equipment to complete the Contract in a workmanlike manner. In addition to prior work experience the Bidder shall supply the names and addresses of all subcontractors as well as concrete and asphalt material suppliers.
13. Construction contractors are required to be registered and current in the federal SAM (System of Award Management) system and have a Unique Entity ID number (UEI #). The website for registration is <https://sam.gov/content/home>.
14. The Town reserves the right to reject all bids and to waive formalities or minor defects. A conditional or qualified bid will not be accepted. The Town may make such investigations as it deems necessary to check the qualifications of the Bidder to perform the work, and the Bidder shall furnish to the Town all

such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein in a workmanlike manner.

15. This is a HUD federally funded project. The requirements of the Federal Davis-Bacon Act must be met. All other applicable federal, state and local laws, ordinances, rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout. The attention of the Bidder is called to the Supplemental Specifications which require adherence to both the Manual of Uniform Traffic Control Devices regarding traffic safety and the OSHA Technical Manual regarding occupational safety and health.
16. The Notice of Award will be delivered to the lowest successful Bidder, who will then be required to execute the Contract, obtain the Performance Bond and Payment Bond, as well as Certificates of Insurance. The Notice of Award shall be accompanied by the necessary Contract, Bond and Certificate of Insurance forms. The Bidder shall execute the Contract and deliver the prescribed Bonds and Certificates of Insurance within 10 (ten) days after receipt of the Notice of Award. In case of failure of the Bidder to execute the Contract, the Town may, at its option, consider the Bidder in default, in which case the Bid Surety accompanying the bid shall become the property of the Town.
17. No Contract under these documents shall be formed until such time as the Colorado City Town council formally approves such a Contract and communicates such decision to Bidder through a designated representative.
18. The Notice to Proceed shall be issued after execution of the Contract by all parties and after approval by the Town of the Performance and Payment Bonds and Certificate of Insurance submitted by the Contractor.
19. Before start of construction, attendance at a Preconstruction Conference is mandatory for the Contractor, and should also be attended by his/her Subcontractors, and concrete and asphalt material suppliers. In addition to representatives of the Town, the Engineer and the Testing firm, others that may be invited include underground utility owners, emergency and public service providers, and other commercial and/or governmental agencies that may be impacted by the construction operations. The purpose of this Conference will be to establish a working understanding between the parties and to discuss the construction schedule, traffic control, utility interruptions, shop drawings, submittals, reviews, cost breakdown of major lump sum items, applications for payment and their processing, or such other subjects as may be pertinent to the Contract.
20. Prior to final payment, the Contractor shall submit an executed copy of the Contractor's Affidavit Regarding Settlement of Claims in accordance with MAG 109.7(B). A sample form is at the end of the General Information section of the Contract Documents.
21. The Contract to be executed in connection with this work will be subject to cancellation for conflict of interest pursuant to A.R.S. Sec. 38-511, the pertinent provisions of which are incorporated herein by reference.
22. Should a firm believe that the Town has not properly followed the selection procedures as outlined in

the Town's Procurement Policy, the firm may file a Protest as described below. A Protest shall be in writing and shall be filed with the Purchasing Agent. A Protest of a proposed award or of an award shall be filed within ten (10) days after the act complained of occurred. A Protest shall include:

- A. The name, address, and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. A detailed statement of the legal and factual grounds of Protest including copies of relevant documents; and,
- D. The form of relief requested.

PROPOSAL

Project: SOUTH HILDALE STREET IMPROVEMENTS

This Proposal is Submitted to: Town of Colorado City
Attn: Vance Barlow, Town Clerk
25 S. Central St., P.O. Box 70
Colorado City, AZ 86021

In compliance with the Advertisement for Bids, the undersigned Bidder:

Having examined the Contract Documents, site of work, and being familiar with the conditions to be met, hereby submits this Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the Contract Documents and furnish the required Bonds and Certificates of Insurance for the completion of said work, at the locations and for the prices set forth on the Bid Schedule portion of this Proposal;

Understands that construction of this project shall be in accordance with all applicable MAG Specifications and MAG Details except as otherwise required by the Supplemental Specifications, Special Provisions and the Drawings;

Understands that his/her Proposal shall be submitted with a Proposal guarantee in the form of a certified check, cashier's check or surety bond for 10% (ten percent) of the amount of the bid;

Agrees that upon receipt of the Notice of Award from the Town, he/she will execute the Contract Documents.

Work shall be completed within 120 calendar days, beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary material and/or equipment;

The Bidder hereby acknowledges receipt of and agrees his/her proposal is based on the following Addenda:

The Bidder hereby certifies that he/she, as a general contractor, has performed within the last five (5) years the following projects that are similar to the one being bid (note that a least one project must be listed in order to qualify to bid this project):

Experience Record 1

Project Title: _____ Location: _____

Owner: _____ Description of Work: _____

_____ Year Completed: _____

Reference Name: _____ Address: _____

_____ Phone: _____

Experience Record 2

Project Title: _____ Location: _____

Owner: _____ Description of Work: _____

_____ Year Completed: _____

Reference Name: _____ Address: _____

_____ Phone: _____

Experience Record 3

Project Title: _____ Location: _____

Owner: _____ Description of Work: _____

_____ Year Completed: _____

Reference Name: _____ Address: _____

_____ Phone: _____

The Bidder certifies that he/she will perform, with his/her own organization, work amounting to not less than 50 percent of the total contract cost, per MAG Specifications Section 108.2(E). The Bidder discloses that the following subcontracts are proposed for the identified portions of the work:

Subcontract No. 1

Organization: _____, Address: _____

_____, Phone: _____

Arizona Contractor License Designation: _____, Class: _____

No.: _____, Describe portion of the work subcontracted _____

Subcontract No. 2

Organization: _____, Address: _____

_____, Phone: _____

Arizona Contractor License Designation: _____, Class: _____

No.: _____, Describe portion of the work subcontracted _____

The Bidder proposes to obtain material from the following major suppliers:

Portland cement concrete supplier

Organization: _____ Address: _____

_____ Phone: _____

Hot-mixed asphalt concrete pavement supplier

Organization: _____ Address: _____

_____ Phone: _____

THIS PROPOSAL IS SUBMITTED BY _____, a
corporation organized under the laws of the State of _____, a partnership consisting
of _____, or an individual trading as _____,
of the City of _____, who is the holder of Arizona State Contractor's License
with designation: _____, class: _____, and No.: _____,
and UEI #: _____.

Respectfully submitted,

FIRM: _____

ADDRESS: _____

BY: _____
Signature

Title

DATE: _____

ATTEST:

or WITNESS if Bidder is an individual:

Name

Name

Title

Title

BID SCHEDULE

For Town of Colorado City, Arizona

South Hildale Street Improvements

Item No.	Description	Estimated Quantity	Unit	Unit Price	Item Amount
Schedule A – Utilities and Signage					
A1	Furnish and install street light (LED 130 W) on 35' aluminum pole.	3	Each		
A2	Furnish and install buried 2" conduit for street light.	760	LF		
A3	Adjust water valve box, furnish and construct concrete collar.	7	Each		
A4	Adjust manhole frame and cover, furnish and construct concrete collar.	4	Each		
A5	Furnish and install yield sign at Mohave/Hildale intersection.	2	Each		
A6	Furnish and install one-direction large arrow sign at Mohave/Hildale intersection.	2	Each		
A7	Furnish and install stop sign at Mohave/Hildale intersection.	1	Each		
	Subtotal Schedule A				
Schedule B - Curb & Gutter					
B1	Prepare subgrade for 30-inch curb & gutter and waterway (6" beyond edges).	9,181	SF		
B2	Haul, place, and compact base course for 30-inch curb & gutter and waterway, 6 inches thick (6" beyond edges).	9,181	SF		
B3	Furnish and construct 30-inch concrete curb & gutter, including driveway cuts and returns.	2,416	LF		
B4	Furnish and construct 6-foot concrete waterway with reinforcing (1 place).	621	SF		
	Subtotal Schedule B				

Item No.	Description	Estimated Quantity	Unit	Unit Price	Item Amount
Schedule C - Sidewalk					
C1	Prepare subgrade for sidewalk (8" beyond edge).	2,568	SF		
C2	Prepare subgrade for driveway entrance (includes any sidewalk bypass) (12" beyond edge).	2,514	SF		
C3	Prepare subgrade for accessible ramp (8" beyond edge).	2,231	SF		
C4	Haul, place, and compact base course for sidewalk, 4 inches thick (4" beyond edge).	2,437	SF		
C5	Haul, place, and compact base course for driveway entrance (includes any sidewalk bypass), 6 inches thick (6" beyond edge).	2,305	SF		
C6	Haul, place, and compact base course for accessible ramp, 4 inches thick (4" beyond edge).	2,138	SF		
C7	Furnish and construct concrete sidewalk, 4 inches thick.	2,310	SF		
C8	Furnish and construct concrete driveway entrance (includes any sidewalk bypass), 6 inches thick (4 places).	2,285	SF		
C9	Furnish and construct concrete accessible ramp, 4 inches thick (9 places).	2,048	SF		
	Subtotal Schedule C				
Schedule D - Roadway Pavement					
D1	Prepare subgrade for roadway.	9,941	SY		
D2	Haul, place, and compact base course for roadway, 6 inches thick.	9,941	SY		
D3	Furnish and place emulsified asphalt tack coat on concrete edges, asphalt edges and asphalt joints.	7,163	LF		
D4	Furnish, place and compact 2-1/2 inch asphalt paving for roadway.	9,669	SY		
D5	Furnish and place fog seal.	9,669	SY		
	Subtotal Schedule D				

Item No.	Description	Estimated Quantity	Unit	Unit Price	Item Amount
Schedule E - Other					
E1	Traffic control	1	LS		
E2	Mobilization and demobilization	1	LS		
E3	Performance and payment bonds and certificates of insurance	1	LS		
E4	Project sign	1	LS		
	Subtotal Schedule E				
TOTAL ALL SCHEDULES					

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, (hereinafter called the Principal), and the _____, a corporation duly organized under the laws of the State of _____ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto the _____ of _____ as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the _____ of _____ for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes

WHEREAS, the said Principal is herewith submitting its proposal for _____

NOW, THEREFORE, if the _____ of _____ shall accept the proposal of the Principal and the Principal shall enter into a contract with the _____ of _____ 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 the contract and give the Bonds and Certificates of Insurance, if the Principal pays to the _____ of _____ the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this _____ day of _____, A.D., 20_____

Principal

Title

Witness:

Surety

Title

Witness:

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 canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 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)

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

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

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

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

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

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

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

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that

the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted 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, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly 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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

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

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

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

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

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

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

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary,

hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

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

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



Arizona
Department
of Housing

FORM LS-2

CONTRACTORS CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGES

Recipient: Town of Colorado City	Contract No: 146-23
Activity Name: South Hildale Street Improvements	

1. I, the undersigned, am submitting a bid to (name of recipient): _____
for the construction of the (name of project): _____ and hereby acknowledge that the following items
are included in the bid and will be incorporated by reference into the contract, should I be selected
as the contractor for the project.

Labor Standards Provisions (HUD 4010);

Wage Decision # _____ Modification # _____ Bid Open Date: _____; and that

The correction of any infractions of the aforesaid conditions, including infractions by any of my
sub-contractors and lower tier sub-contractors, is my responsibility.

2. I hereby certify that:

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

3. I agree to obtain and forward to the aforementioned grantee a Sub-contractor's Certification
Concerning Labor Standards and Prevailing Wage Requirements executed by each and every sub-
contractor, preferably prior to or where circumstances do not allow within ten (10) days after the
execution of any sub-contract, including those executed by his/her sub-contractors and any lower
tier sub-contractors.

4. Further, I certify that:

- The demographic and business information of the undersigned are:

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

* See Demographic and Trade Code table below for information

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

b. The undersigned is:

a sole proprietorship;

a partnership;

a corporation organized in the State of ____; or

another organization (describe) ____

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

NAME

TITLE

ADDRESS

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

NAME

ADDRESS

NATURE OF INTEREST

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

NAME

ADDRESS

TRADE CLASSIFICATION

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

a. Name of Contractor: _____

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

c. Typed or Printed Name: _____

d. Title: _____

e. Date: _____

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

LS-2 (REV. 11/2019)



FORM LS-3
SUB-CONTRACTORS CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGES

Recipient: **Town of Colorado City**

Contract No: **146-23**

Activity Name: **South Hildale Street Improvements**

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

(name of contractor or sub-contractor): _____

for (name of project): _____

for (nature of work): _____

in the amount of \$ _____ certify that:

- a. The Labor Standards Provisions (HUD 4010) are included in the aforementioned contract or bid;
- b. Wage Decision # _____; Modification # _____ are included in the aforementioned contract or bid.

2. I hereby certify that:

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

3. Further, I certify that:

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

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

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

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

b. The undersigned is:

a sole proprietorship;

a partnership;

a corporation organized in the State of ____; or

another organization (describe) ____

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

NAME

TITLE

ADDRESS

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

NAME

ADDRESS

NATURE OF INTEREST

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

NAME

ADDRESS

TRADE CLASSIFICATION

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

a. Name of Contractor: _____

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

c. Typed or Printed Name: _____

d. Title: _____

e. Date: _____

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

[illegible]

Reviewed By:

Date Reviewed:

Date Received: _____

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

(Contractor or subcontractor)

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

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

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

- (4) That:

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

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

NAME AND TITLE	SIGNATURE
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: _____

"General Decision Number: AZ20230008 06/09/2023

Superseded General Decision Number: AZ20220008

State: Arizona

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	06/09/2023

CARP0408-005 07/01/2022

Rates Fringes

CARPENTER (Including Cement
Form Work).....\$ 32.90 13.62

* ENGI0428-001 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 31.69	13.52
Group 2.....	\$ 34.96	13.52
Group 3.....	\$ 36.04	13.52
Group 4.....	\$ 37.07	13.52

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

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

GROUP 2:

ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump, Concrete Mechanical Tamping-Spreading Finishing Machine, Concrete Batch Plant, Concrete Mixer (paving & mobile), Elevating Grader (except as otherwise classified), Field Equipment Serviceman, Locomotive Engineer (including Dinky 20 tons & over), Moto-Paver, Oiler-Driver, Operating Engineer Rigger, Power Jumbo Form Setter, Road Oil Mixing Machine, Self-Propelled Compactor (with blade-grade operation), Slip Form (power driven lifting device for

concrete forms), Soil Cement Road Mixing Machine, Pipe-Wrapping & Cleaning Machine (stationary or traveling), Surface Heater & Planer, Trenching Machine, Tugger (2 or more drums).

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

GROUP 3:
ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge, Boring Machine (including Mole, Badger & similar type directional/horizontal), Crane (crawler & pneumatic 15>100 tons), Crawler type Tractor with boom attachment & slope bar, Derrick, Gradall, Heavy Duty Mechanic-Welder, Helicopter Hoist or Pilot, Highline Cableway, Mechanical Hoist, Mucking Machine, Overhead Crane, Pile Driver Engineer (portable, stationary or skid), Power Driven Ditch Lining or Ditch Trimming Machine, Remote Control Earth Moving Machine, Slip Form Paving Machine (including Gunnert, Zimmerman & similar types), Tower Crane or similar type.

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

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

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

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

IRON0075-004 08/01/2022

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar.....	\$ 28.50	18.16
Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson		
Zone 2: 050 to 100 miles -	Add \$4.00	
Zone 3: 100 to 150 miles -	Add \$5.00	
Zone 4: 150 miles & over -	Add \$6.50	

* LAB01184-008 06/01/2023

	Rates	Fringes
Laborers:		
Group 1.....	\$ 24.18	7.59
Group 2.....	\$ 25.82	7.59
Group 3.....	\$ 26.68	7.59
Group 4.....	\$ 27.65	7.59
Group 5.....	\$ 28.75	7.59

LABORERS CLASSIFICATIONS:

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

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

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

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

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

PAIN0086-001 04/01/2017

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

PAINTER		
PAINTER (Yavapai County only), SAND BLASTER/WATER		
BLASTER (all Counties).....	\$ 19.58	6.40

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

* SUAZ2009-001 04/20/2009

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

Dragline (up to 10 cu yd)		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....\$	18.72	3.59
Drilling Machine		
(including Water Wells).....\$	20.58	5.65
Grade Checker		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....\$	16.04	** 3.68
Hydrographic Seeder.....\$	15.88	** 7.67
Mass Excavator.....\$	20.97	4.28
Milling Machine/Rotomill....\$	21.42	7.45
Motor Grader (Finish-any		
type power blade)		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....\$	21.92	4.66
Motor Grader (Rough)		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....\$	20.07	4.13
Oiler.....\$	18.15	8.24
Power Sweeper.....\$	16.76	4.44
Roller (all types Asphalt)		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....\$	18.27	3.99
Roller (excluding asphalt)..\$	15.65	** 3.32
Scraper (pneumatic tired)		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....\$	17.69	3.45
Screed		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....\$	17.54	3.72
Shovel < 10 cu yd		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....\$	18.72	3.59
Skip Loader (all types <3		
cu yd).....\$	18.28	5.30
Skip Loader (all types 3 <		
6 cu yd)		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....\$	18.64	4.86
Skip Loader (all types 6 <		
10 cu yd).....\$	20.15	4.52
Tractor (dozer, pusher -		
all)		
Coconino, Mohave, Pima,		
Pinal, Yavapai & Yuma.....\$	17.26	2.65
PAINTER		
Coconino, Maricopa,		
Mohave, Pima, Pinal & Yuma..\$	15.57	** 3.92
TRUCK DRIVER		
2 or 3 Axle Dump or		
Flatrack.....\$	16.27	3.30
5 Axle Dump or Flatrack.....\$	13.97	** 2.89
6 Axle Dump or Flatrack (<		

16 cu yd).....	\$ 17.79	6.42
Belly Dump.....	\$ 14.67	**
Oil Tanker Bootman.....	\$ 22.03	
Self-Propelled Street Sweeper.....	\$ 13.11	** 5.48
Water Truck 2500 < 3900 gallons.....	\$ 18.14	4.55
Water Truck 3900 gallons and over.....	\$ 15.92	** 3.33
Water Truck under 2500 gallons.....	\$ 15.94	** 4.16

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

=====
 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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 National Office because National Office has 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 requester 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

"

THIS CLAUSE **MUST BE INCLUDED IN ALL SECTION 3 COVERED RFPs, RFQs, BIDS AND CONTRACTS**

Section 3 Clause

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

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, 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 75 regulations.

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; job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

The contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

THIS DOCUMENT AND A COMPLETE PERMANENT AND PROJECT WORKFORCE BREAKDOWN SPREADSHEET (FORM S3B-1) **MUST** BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS

Section 3 Assurances (Form S3B-1)

Name of Official Representative	
Business/Contractor Name	
Project Name or Bid Number	

I, the undersigned, as official representative of the above-named business/contractor hereby certify that:

1. A complete permanent and project workforce breakdown form (S3B-2) has been submitted with this bid for the above-named business/contractor and each subcontractor that is known to be a party to this project.
2. The above-named business will comply with Section 3 requirements, to include recordkeeping and reporting, and will cause any subcontractor to comply with Section 3 requirements, to include recordkeeping and reporting, for the above-named project
3. The above-named business/contractor will make, and cause any subcontractor to make every attempt to hire qualified Section 3 and Targeted Section 3 workers for any unfilled positions.
4. The above-named business/contractor will make every attempt to hire subcontractors that are Section 3 businesses.
5. I understand that failure to comply may result, in whole or in part, in contract cancellation, termination or suspension.

Signature

Date

S3B-2 INSTRUCTIONS

Form S3B-2 collects information necessary to identify existing and planned Section 3 workers by job classification and requires the bidder:

1. Enter an employee identifier or indicate if a position is vacant;
2. Select a position classification from a dropdown menu;
3. Indicate if the position is part of the permanent workforce;
4. Provide the total estimated labor hours the employee will work on the project;
5. Indicate if the employee is a Section 3 worker or Targeted Section 3 worker;
6. Indicate if the employee is paid hourly or salary; and
7. Enter an approximate date of hire if the position is vacant.



Enter information only in green-shaded cells.

Submit one attachment for the prime contractor and one for each subcontractor

ATTACHMENT A - PERMANENT AND PROJECT LABOR FORCE

Recipient Name	This information to be provided by recipient
ADON Contract Number	This information to be provided by recipient
Activity Number	This information to be provided by recipient
Project Name/Bid Number	This information to be provided by recipient
Contractor or Subcontractor Name	
Section 3 Business	Select yes or no from the dropdown menu

Select yes or no from the dropdown menu. The definition of a Section 3 business is included in Tab 2.

[illegible]

Term	Definition	Certification/Documentation Requirements
Section 3 Business	<p>A Section 3 Business is a private or nonprofit business that meets at least one of the following criteria:</p> <ul style="list-style-type: none"> a. Is 51% or more owned and controlled by: <ul style="list-style-type: none"> i. Very-low or low-income persons; or ii. Current public housing or Section 8 assisted project residents. b. Over 75% of the labor hours performed over the prior three-month period were performed by Section 3 workers. <p><i>The business must meet the technical and legal requirements to perform the contract under consideration.</i></p>	<ol style="list-style-type: none"> 1. Organizational documents identifying the ownership and control of the business, including the names of individuals and their percentage of ownership or controlling interest and certification that the individual's income is below 80% AMI for their family size based on the HUD income chart; or 2. Organizational documents identifying the ownership and control of the business, including the names of individuals and their percentage of ownership or controlling interest and certification that the individual is a public housing resident or resides in Section 8 assisted housing; or 3. Certified payrolls for the past three months identifying all employees of the business, total labor hours worked by each employee, and whether the employee is a Section 3 or Targeted Section 3 worker as defined below.
Section 3 Worker	<p>A Section 3 worker:</p> <ol style="list-style-type: none"> 1. Has an annualized income below 80% AMI for their family size as indicated on the HUD income chart; or 2. Was hired within the past five years and at the time of hire had an annual income below 80% AMI for their family size in the year of hire as indicated on the HUD income chart for that year. <p><i>The employee must meet the qualifications for the position.</i></p>	<ol style="list-style-type: none"> 1. Self-certification that the worker's income is below 80% AMI for their family size; or 2. Employer certification that the worker's current income is below 80% AMI for their family size based on annualization on a full-time basis of the worker's wage rate; or 3. If the employee was hired within the past five years, employer certification that the worker's income was below 80% AMI for their family size in the year of hire.

Targeted Section 3 Worker	<p>A Targeted Section 3 worker:</p> <ol style="list-style-type: none"> 1. Is a Youthbuild participant or was a Youthbuild participant at the time of hire within the past five (5) years; or 2. Currently or at the time of hire if hired within the past five (5) years lives or lived within the project area defined in the bid documents; or 3. Is part of your permanent workforce and your business is a Section 3 Business as defined above. <p><i>The employee must meet the qualifications for the position.</i></p>	<ol style="list-style-type: none"> 1. Self-certification that the worker is a YouthBuild participant; or 2. Self-certification that the worker was hired within the past five years and was a YouthBuild participant at the time of hire; or 3. Employer certification that the worker is employed by a Section 3 business concern; or 4. Employer certification that the worker's residence is or was if hired within the past five years within the project area defined in the bid documents.
---------------------------	--	--

Section 3 Business Self-Certification Form (53B-3)

A Section 3 Business shall certify and provide evidence the business is a Section 3 Business as defined in Section 24 CRF 75.

Business Name _____
 Address _____
 City, State, Zip Code _____
 Federal ID Number _____
 Contact Person _____

√	
	The business named above is 51% or more owned and controlled by very-low or low-income persons.
	The business named above is 51% or more owned and controlled by public housing residents or residents currently residing in Section-8 assisted housing.
	Over 75% of the labor hours worked during the past three months by employees of the business named above were performed by employees who are very-low or low-income, or YouthBuild participants.

I hereby certify that:

1. The undersigned has the legal authority to make these certifications on behalf of the named business.
2. Documentation exists to verify the basis for this self-certification.
3. Documentation will be made available to the recipient, the State of Arizona, the US Department of Housing and Urban Development, or their designated representatives during normal business hours upon request.
4. I am aware that both I and the business named above are liable for civil or criminal penalties for willful falsification of any information provided in this document.

Name of Person Completing Form _____
 Title of Person Completing Form _____
 Signature _____
 Date _____

Section 3 Worker Self-Certification Form (53C-1A)

A Section 3 Worker seeking preference in training and employment shall certify or submit evidence to the recipient, contractor, or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CRF 75.

Name of Worker _____

√	
	I have reviewed the HUD income chart for my family size. My income for the previous year is below 80% of the median income for my family size.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature _____ Date _____

Section 3 Worker Employer Certification Form (S3C-1B)

An employer of a Section 3 Worker seeking preference in training and employment shall certify and maintain evidence the worker is a Section 3 Worker as defined in Section 24 CRF 75.

Name of Employee _____

√	
	I have reviewed the HUD income chart for the current year. The employee named above has an income that is currently below 80 percent of the median income for their family size based on my calculation of what the employee's wage rate would translate to if annualized on a full-time basis.
	The employee was hired within the past five (5) years. I have reviewed the HUD income chart for the year the employee named above was hired. At the time of hire, the employee named above had an income that was below 80 percent of the median income for their family size.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Employer Name _____
Employer Representative Name _____
Signature of Employer Representative _____
Date _____

Targeted Section 3 Worker Self-Certification Form (S3C-1C)

A Section 3 Worker seeking the preference in training and employment shall certify or submit evidence to the recipient, contractor, or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CRF 75.

Name of Worker _____

√	
	I am a YouthBuild participant.
	I was hired within the past five years and at the time of my hire was a YouthBuild participant.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature

Date

Targeted Section 3 Worker Employer Certification Form (S3C-1D)

An employer of a Section 3 Worker seeking the preference in training and employment shall certify and maintain evidence the worker is a Section 3 Worker as defined in Section 24 CRF 75.

Name of Employee _____

√	
	The employee named above resides within the project area as defined in the bid documents.
	The employee named above was hired within the past five years. At the time of hire, the employee resided within the project area as defined in the bid documents.
	I have certified this business as a Section 3 business and the employee is part of the business's permanent workforce.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Employer Name _____

Employer Representative Name _____

Signature of Employer Representative _____

Date _____

JOBS! JOBS! JOBS!

Section 3 Notice – Employment and Training Positions Available (Form S3P-1)

Name: *[recipient or contractor/sub-contractor]*

Project: *[describe project]*

Project Area: *[one-mile radius or larger if fewer than 5,000 people within one mile radius]*

To comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended by the Housing and Community Development Act of 1992, and implementing regulations, *[name of recipient, contractor or sub-contractor]* hereby notifies all labor organizations or representatives of workers with whom it has a collective bargaining agreement or other understanding and all employees or applicants for training and employment that it will **give preference in filling new positions and in all training opportunities to persons who meet the requirements stated below.** *All persons must meet the minimum qualifications of the position to be considered for employment/training.*

1. Resides within the project area *[describe]*; or
2. Has an income for the previous or annualized calendar year that is below the HUD very-low or low-income limit; or
3. Is employed by a Section 3 business; OR
4. Is a YouthBuild participant.

It is the responsibility of the applicant to document his/her status in any of the categories described above.

[Contractor/sub-contractor] will be accepting applications for the following positions on *[date]* at *[location]*:

Sample Employment Survey (Form S3P-2)

NOTE: Consult the ADOH to determine if this form should be translated into another language.

The [recipient] anticipates receiving federal housing and community development funds from the State of Arizona Department of Housing to undertake activities to improve the community. As a result of this funding, the [recipient] will be hiring additional staff and/or contractors in the near future to do various types of construction and related work. The [recipient] and/or contractors will be employing people with various types and ranges of skills. If you are interested in this type of employment, please complete the form on the reverse side and return it to the address indicated below. This form also asks whether you would be interested in training in any of these occupations and any special work-related needs you may have. You may be notified at a later date as to any further action you must take to be considered for employment, training or work-related services.

If you have further questions or special accessibility needs, please contact [name] at [phone number or TTY].

Return this form to: [recipient name and address]



(From JAR-12)

Enter information only in green-shaded cells.

Recipient

ADOH Contract Number

Activity Name and/or Number

Contractor or Subcontractor report

Contractor Name

Section 3 Contractor

Payroll Period Begin Date

Payroll Period End Date

Information to be provided by Recipient.
Information to be provided by Recipient.
Information to be provided by Recipient.

Select contractor or subcontractor from dropdown menu.
--

Enter the Name of the Contractor or Subcontractor

Indicate if the named contractor/subcontractor is a Section 3 business by selecting yes or no from the dropdown menu.

Enter the beginning date of the payroll period being reported.

Enter the ending date of the payroll period being reported.

Select Yes or No from the dropdown menu

If yes, do not complete Tab 2 Labor Hours. If no, complete Tab 2 Labor Hours.
If yes, complete Tab 3 Subcontracts and Tab 4 Qualitative Activities (lines 18 through 23 as applicable).
If yes, complete Tab 4 Qualitative Activities (lines 12 through 15 as applicable).

Alternate Labor Hours Report Format in Use (Yes/No)

One or more subcontracts were awarded during the payroll period (Yes/No)

One or more employees were hired for the project workforce during the payroll period (Yes/No)



Enter information only in green-shaded cells.

Contractor Name

Reporting Period Begin Date

Reporting Period End Date

[illegible]



Contractor Name	Reporting Period Begin Date	Reporting Period End Date
-----------------	-----------------------------	---------------------------

[illegible]



(Form S3R-1C)

Enter information only in green-shaded cells.

Contractor Name

Reporting Period Begin Date

Reporting Period End Date

Section 3 Workers and Targeted Section 3 workers

Conducted outreach to generate Section 3 worker applicants who are public housing residents

Conducted outreach to generate Section 3 worker applicants who are not public housing residents.

Direct, on-the-job training (including apprenticeships).

Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.

Held one or more job fairs.

Conducted outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

Other (describe)

**Activity Conducted
(Select Yes or No
from the dropdown
menu)**

Section 3 Businesses

Conducted outreach to identify and secure bids from qualified Section 3 businesses.

Provided technical assistance to Section 3 business to help them understand and bid on contracts.

Divided contracts into smaller jobs to facilitate participation by Section 3 businesses.

Provided bonding assistance, guarantees, or other efforts to support viable bids.

**Activity Conducted
(Select Yes or No
from the dropdown
menu)**

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2023, by and between

_____,
party of the first part, hereinafter designated the CONTRACTOR, and the Town of COLORADO CITY
_____, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, party of
the second part, hereinafter designated the OWNER.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid it by the said Owner, in
the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and
under the penalties expressed in the bonds provided, hereby agrees, for itself, its heirs, executors, administrators,
successors, and assigns as follows:

ARTICLE I – SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment,
transportation, utilities, services and facilities required to perform all work for the construction of the South
Hildale Street Improvements – CDBG Contract No. 146-23 and to completely and totally construct the same and
install the material therein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of
the Owner through its Engineer and under the direction and supervision of the Engineer, or their properly authorized
agents and strictly pursuant to and in conformity with the Contract Documents prepared by the Engineer for the
Owner, and with such modifications of the same and other documents that may be made by the Owner through the
Engineer or their properly authorized agents, as provided herein.

The Contractor agrees that this Contract, as awarded, is for the scope of work stated herein, and understands that
payment for the total work will be made on the basis of the indicated unit prices, as bid in the Proposal. The
Contractor also agrees to accept the itemized Contract Quantities given in Attachment A to this Contract as the
detailed basis for the scope of work, recognizing that, at the sole discretion of the Owner and its Engineer, these
quantities may have been adjusted from those shown in the bid schedule in order that the cost of the total work may be
adjusted to fit within the Owner's budget for the project. The Contractor further agrees that the Contract Quantities
given in Attachment A may yet be adjusted as directed by the Engineer before completion of the work according to
and within the range stated in the Contract Documents without the requirement of a Contract Change Order.

The Contractor agrees to be subject to and comply with all regulations regarding employment and labor, including
all reporting requirements, as set forth in the Contract Documents. The Contractor agrees that the CDBG Wage Rate

Determination updated _____, given in Attachment B to this Contract, shall be the basis of all wages paid by the Contractor and its subcontractors.

ARTICLE II – CONTRACT DOCUMENTS: The Call for Contract Documents, as accepted by the Mayor and Council per Council Minutes of _____, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III – TIME OF COMPLETION: The Contractor further covenants and agrees at its own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this Contract free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Contract Documents.

ARTICLE IV – PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof, and in accordance with the directions of the Owner, through its Engineer, and to their satisfaction, the Owner agrees to pay the said Contractor the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price on the Proposal made a part hereof, and to make such partial and final payments in accordance with applicable provisions of said Contract Documents.

The Contractor hereby agrees to indemnify and save harmless the Town of Colorado City and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this Contract, or on account of any act or omission by the Contractor or its agents, or from any claims or amounts arising or recovered under Workmen's Compensation laws or any other law, bylaw, ordinance, order or decree.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named, on the date and year first above written.

ATTEST:

Corporate Officer

(Print Name and Title)

Contractor - Party of the First Part

BY: _____
Corporate Officer

(Print Name and Title)

(Corporate Seal)

ATTEST:

Town Clerk

(Print Name)

Town of Colorado City
Owner - Party of the Second Part

BY: _____
Town Manager

(Print Name)

(Town Seal)

CONTRACT PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with the Obligor dated the _____ day of _____, 20____ to construct _____ 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 THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract with or without notice to the Surety, and during the life of any guaranty required under the contract and also performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; the above obligation is void. Otherwise it remains in full force and effect.

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

AGENCY OF RECORD

By _____

SURETY

AGENCY ADDRESS

By _____

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with the Obligor dated the _____ day of _____ 20____, to construct _____ 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 THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void, otherwise it remains in full force and effect.

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

The prevailing party in a suit on this bond shall recover as a 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

AGENCY OF RECORD

By _____

SURETY

AGENCY ADDRESS

By _____

CITY OF COLORADO CITY , ARIZONA
ENGINEERING DEPARTMENT

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

M.A.G. Uniform Std. Spec. for Pub. Wks. Const., Part 100 General Conditions, Section 109

_____, Arizona

Date _____

Project No. _____

To The City of Colorado City , Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ _____ , as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Colorado City against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said installations.

Signed and dated this _____ day of _____ , 20____ .

Contractor

By

STATE OF ARIZONA)

ss

COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ ,
20_____.

Notary Public

SPECIFICATIONS

SPECIFICATIONS

The Maricopa Association of Governments (MAG) Uniform Standard Specifications for Public Works Construction and Uniform Standard Details for Public Works Construction are hereby adopted as the primary specifications and details for this project, and are made part of the Contract Documents. These specifications and details are hereinafter referred to as MAG Specifications and MAG Details. Copies of the MAG documents, with revisions, may be obtained at the MAG office, 302 North 1st Avenue, Suite 300, Phoenix, Arizona, 85003. Phone: (602) 254-6300. Fax: (602) 254-6490. Copies may also be obtained online (in PDF file format) at <http://www.azmag.gov>.

SUPPLEMENTAL SPECIFICATIONS

The Colorado City “Standard Specifications For Design and Construction of Municipal Water, Wastewater, Electric and Gas Utilities,” dated June 2006, is hereby adopted and made a part of the Contract Documents. These specifications shall take precedence above all other specifications referenced herein regarding water, wastewater, electric and gas utilities. They refer to certain aspects of the City of St. George, Utah “Standard Specification for Design and Construction,” dated July 2000. Copies of the Colorado City specifications may be obtained from the Engineer. Copies of the St. George City specifications may be obtained online (in PDF file format) at <http://www.sgcity.org/publicworks>.

The latest edition of the Manual of Uniform Traffic Control Devices (MUTCD), published by the U.S. Department of Transportation, Federal Highway Administration, is hereby adopted and made a part of the Contract Documents. This manual shall apply to all instances in the MAG Specifications referencing the Contracting Agency’s Traffic Manual and Traffic Barricade Manual. Copies of the MUTCD may be obtained online (in PDF or HTML file format) at <http://www.fhwa.dot.gov>.

The latest edition of the OSHA Technical Manual (OTM), published by the U.S. Department of Labor, Occupational Safety & Health Administration, is hereby adopted and made a part of the Contract Documents. Copies of the OTM may be obtained online (in HTML file format) at <http://www.osha.gov>.

SPECIAL PROVISIONS
to the
MAG Uniform Standard Specifications for Public Works Construction

The following provisions shall apply in addition to or in lieu of (as applicable) the MAG Uniform Standard Specifications for Public Works Construction (MAG Specifications). Only the modifications for this project are listed below. All other parts of the specifications apply as they read.

PART 100
GENERAL CONDITIONS

SECTION 101
ABBREVIATIONS AND DEFINITIONS

101.2 DEFINITIONS AND TERMS:

(modify) **Agency:** The Town of Colorado City, a municipal corporation of the State of Arizona.

(modify) **Contracting Agency:** The Town of Colorado City, a municipal corporation of the State of Arizona.

(modify) **County:** Mohave County, organized and existing under and by virtue of the laws of the State of Arizona.

(modify) **Engineer:** Canaan Peaks Engineering, acting directly or through its duly authorized representative. The Engineer may from time to time assign responsibility to a third party such as a representative of a materials testing laboratory.

(modify) **Town (or City):** The Town of Colorado City, a municipal corporation of the State of Arizona.

(add) **101.4 BUDGET PROJECT:**

The Project for which these Special Provisions were prepared shall be treated as a Budget Project as the term is used in the MAG Specifications.

SECTION 102
BIDDING REQUIREMENTS AND CONDITIONS

102.1 ELIGIBILITY AND PREFERENCE:

(add) The Bidder shall have successfully completed within the last five (5) years at least one prior project that included the type of work to be performed under this project and shall provide documentation and references in his/her proposal for verification of this prior experience. Preference may be given to a Contractor that can show greater experience.

(add) Each Independent Contractor and Subcontractor shall possess and maintain the appropriate contractor's license for the work included in this contract. The appropriate license shall be as required by the Arizona State Registrar of Contractors and as required by Arizona Revised Statutes, Title 32, Chapter 10. A license to do business in the Town of Colorado City shall also be required.

102.5 PREPARATION OF PROPOSAL:

(add) (D) List of projects of a similar character completed by the Contractor within the last 5 (five) years, including reference contact information (at least one project).

(add) (E) List of proposed subcontractors, the portion of the work subcontracted, and the subcontractor's license number and classification.

(add) (F) List of major material suppliers, including contact information.

102.6 SUBCONTRACTOR'S LIST:

(modify) The Bidder shall list each subcontractor to whom he/she proposes to subcontract any portion of the work in the space provided on the proposal form, including the firm name and business address of each subcontractor. The Bidder shall list each subcontractor's Arizona State Contractor's License number and classification.

102.7 IRREGULAR PROPOSALS:

(add) (F) If the proposal form is not completely filled out, including sections relating to prior work experience, list of subcontractors, list of major suppliers, license information, and signature.

(add) (G) If the proposal contains unit prices that are obviously unbalanced as described below in Section 103.3.

(add) (H) If the proposal is not accompanied by the proposal guaranty specified herein.

102.12 DISQUALIFICATION OF BIDDERS:

(add) (C) Failure to comply with any pre-qualification regulations of the Town, if such regulations are cited, or otherwise included, in the Proposal as a requirement for bidding.

(add) (D) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force, with the Town or any other government agency, as well as any other contractors or subcontractors, at the time the Town issues the Advertisement for Bids

(add) (E) The Contractor has defaulted under previous contract(s) with the Town and/or any other government agency.

(add) (F) Record of unsatisfactory work on any previous contract(s) with the Town and/or any other government agency.

SECTION 103 AWARD AND EXECUTION OF CONTRACT

(modify) 103.2 RETURN OF PROPOSAL GUARANTEE:

The Town will retain the Bid Surety of all Bidders until a Contract is executed with the lowest responsive and responsible Bidder and after the Performance Bond, Payment Bond and Certificates of Insurance have been executed and approved, after which all Bid Sureties will be returned.

103.3 AWARD OF CONTRACT:

(add) The Town intends to enter into a unit price Contract with the lowest responsive and responsible Bidder whose proposal is satisfactory. The low Bidder shall be determined based upon estimated quantities of the final scope and the identical unit prices submitted in the bid. The Town reserves the right to delete any bid item or to adjust the quantities of bid items in order to achieve a Contract price that falls within the Town's budget for the project. The Bidder shall not unbalance their bids by prorating overhead and profit into only one or two items. The Bidder's unit prices, coupled with the mobilization/demobilization and other overhead items as may be provided in the Bid Schedule, shall be assumed to adequately compensate the Bidder for any reasonable quantity associated with the project. The successful Bidder shall be the one who is determined to be the low Bidder and is found to meet all the qualifications stipulated herein and furnishes the required Bonds and Certificates of Insurance. The Town shall not propose adjustments to the unit prices furnished by the successful Bidder or adjust quantities in a capricious fashion.

(add) 103.9 PAYMENT FOR BONDS AND INSURANCE:

Payment for the costs of the required Contract Performance Bond, the Labor and Material Payment Bond, and the Certificates of Insurance will be made at the lump sum amount given in the Proposal's bid schedule. Payment shall be made in a single payment with the Contractor's initial billing.

SECTION 104 SCOPE OF WORK

(add) **104.1.6 Project Scope:**

Project scope, in general, consists of reconstruction of approximately 2.5 city blocks of Hildale Street (300 East) between Mohave Avenue (400 South) and Edson Avenue (100 South), including preparation of subgrade, placement of base course, curb & gutter, waterway, sidewalk, driveway entrances, curb ramps, asphalt paving, street lights, and signs. The construction schedule must be coordinated with that of Town and utility crews who will perform removal of existing surfaces, rough subgrade preparation, and possible utility work. The Town will also furnish the base course material in a stockpile at their yard located approximately 1.7 miles west and south of the project site. The construction cost is expected to be between \$500,000 and \$700,000. The Town will also furnish and maintain perimeter traffic control signs and barricades for the duration of the project. The Contractor's work shall include traffic control within the workspace, dust suppression, and any other work incidental to the project.

(add) **104.1.8 Materials and Work Furnished by the Town:**

The following items of material and work shall be furnished by the Town:

(A) Perimeter traffic control signs and barricades.

(B) Removal of existing surface materials.

(C) Any relocation of existing utilities.

(D) Subgrade excavation and rough grading to within 6-inches of design subgrade. The Contractor shall be responsible for final preparation and compaction of the subgrade to design elevations before placing the base course. The Town will provide stockpile(s) for the Contractor's final subgrade preparation. This stockpile (or these stockpiles) will be within 1 block of where needed. Contractor will provide other temporary stockpiling as desired while excavating and backfilling for curb & gutter, waterway, driveways, ramps, and sidewalk. At the end of the grading, the Contractor will leave any excess soil in the Town stockpile(s).

(E) Untreated base course material will be stockpiled at the Town's processing yard about 1.7 miles west and south of the project site. The Contractor shall be responsible for moisture-conditioning, re-mixing, and loading the material, hauling it to the project site, and spreading and compacting it to final grade. See Special Provisions Section 702 regarding the Town's responsibility for gradation of base course material.

SECTION 107

LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.1 COMPLIANCE WITH LAWS:

(add) The attention of the Contractors is directed to the provisions of the following sections, Arizona Revised Statutes:

(A) Arizona Revised Statutes 41-1401 et seq. Contracts negotiated between public Contractors and public employers shall contain the following contractual provisions:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of the nondiscrimination clause.

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

(B) This is a federally funded project. The requirements of the Federal Davis-Bacon Act must be met.

(C) Arizona Revised Statutes 40-360.22 Excavations: determining location of underground facilities; providing information. This statute requires that no person shall begin excavating before the location and marking are complete or the excavator is notified that marking is unnecessary and requires that upon notification, the owner of the facility shall respond as promptly as practical, but in no event later than two working days. The "Blue Stake Center" (800-782-5348) was formed to provide a more efficient method of compliance with this statute.

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

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

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

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

(G) The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply

with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter “Contractor Immigration Warranty”).

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor’s Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

SECTION 108 COMMENCEMENT, PROSECUTION AND PROGRESS

(add) 108.1.1 Preconstruction Conference:

Before work commences on the project, the Engineer shall conduct a Preconstruction Conference for the purpose of scheduling construction operations, coordinating work of the Contractor and Subcontractors with that of the Town, scheduling of surveying and testing, and discussing maintenance of traffic, dust control, and other matters of importance to the successful completion of the work. Attendance is mandatory for representatives of the Contractor, his/her Subcontractors and major material suppliers. In addition to representatives of the Town, the Engineer, and the Testing Lab, others that will be invited include underground utility owners, public service and emergency providers, as well as governmental agencies and commercial enterprises that may be impacted by the construction operations.

The purpose of this conference shall be to establish a working understanding between the parties and to discuss the construction schedule, traffic control, utility interruptions, shop drawings, submittals, reviews, cost breakdown of major lump sum items, applications for payment and their processing, and such other subjects as may be pertinent to the Contract.

At this meeting the Contractor shall identify its superintendent who shall be available to represent the Contractor during the progress of construction. Likewise, the Engineer shall identify a representative who shall be available to represent the Town during construction. If at any time during the course of the project, circumstances dictates a change in these personnel, the party requiring the change shall notify the other party, both verbally and in writing, within five (5) calendar days of the substitution.

On or before the Preconstruction Conference, the Contractor shall submit all documentation required under the Specifications regarding the asphalt and concrete mix designs.

(add) 108.1.2 Submittals:

Prior to the Preconstruction Conference the Contractor shall submit the following:

(A) Portland cement concrete mix design per Section 725.6 of the MAG Specifications. Location of aggregate stockpiles shall also be identified for testing.

(B) Hot-mix asphalt pavement mix design per Section 710.3 of the MAG Specifications. Location of aggregate stockpiles shall also be identified for testing.

Prior to placement of any Portland cement concrete, the Contractor shall furnish the Engineer a certified copy of the cement supplier's certification per Section 725.2 of the MAG Specifications and the pozzolan supplier's certification (if pozzolans are employed in the concrete mix design) per Section 725.2.1 of the MAG Specifications. At the time of delivery to the job site, the Engineer shall be provided with a delivery ticket per Section 725.7.2 of the MAG Specifications.

Prior to placement of any asphalt concrete the Contractor shall furnish the Engineer a certified copy of the asphalt binder supplier's test report per Section 711.3 of the MAG Specifications. At the time of delivery to the job site, the Engineer shall be provided with a legible delivery ticket which shall indicate the name of the asphalt concrete supplier, the date, job name, supplier mix designation, delivery ticket number, and weight of material delivered.

PART 300 STREETS AND RELATED WORK

SECTION 301 SUBGRADE PREPARATION

301.3 RELATIVE COMPACTION:

(add) The Engineer or his/her representative will furnish compaction testing at minimum frequencies of one test per 7,500 square feet of roadway, one test per 250 lineal feet of curb & gutter, and one test per 250 lineal feet of sidewalk. The Engineer will determine the location of tests. The Contractor shall arrange the work schedule so as not to require more than one session of testing per day.

(substitution) Reference to AASHTO T-99 (standard proctor) shall be replaced by AASHTO T-180 (modified proctor).

SECTION 310

PLACEMENT AND CONSTRUCTION OF AGGREGATE BASE COURSE

310.2 PLACEMENT AND CONSTRUCTION:

(add) The Engineer or his/her representative will furnish compaction testing at minimum frequencies of one test per 7,500 square feet of roadway, one test per 250 lineal feet of curb & gutter, and one test per 250 lineal feet of sidewalk; and gradation testing at minimum frequencies of one test per 15,000 square feet of roadway, one test per 500 lineal feet of curb & gutter, and one test per 500 lineal feet of sidewalk. The Engineer will determine the location of tests. The Contractor shall arrange the work schedule so as not to require more than one session of testing per day. See Special Provisions Section 702 regarding the Town's responsibility for gradation of base course material.

(substitution) Reference to relative density of 100 percent (per standard proctor) shall be replaced by 95 percent (per modified proctor).

(modify) **310.5 PAYMENT:**

Payment for aggregate base course will be made on the basis of the contract unit price per square yard that is accepted.

SECTION 321

PLACEMENT AND CONSTRUCTION OF ASPHALT CONCRETE PAVEMENT

321.8.1 Placing:

(modify) Asphalt concrete shall not be dumped from the hauling vehicles directly into the paving machine unless the ambient temperature remains above 70 degrees F. during lay-down. Otherwise, the asphalt concrete shall be dumped upon the surface to be paved and shall be picked up by a material transfer device or a windrow elevator.

(modify) Self-propelled paving machines shall spread the mixture without segregation or tearing, true to line, grade and crown indicated on the project plans. Pavers shall be equipped with hoppers and augers that will distribute the mixture uniformly in front of an adjustable floating screed. Hopper wings shall be operated ("hopper folded") as described in the article quoted below. Alternatively, a hopper insert ("hopper box") may be employed to avoid the need for operating the wings.

A- Rule Number one is, "Never Run the Hopper Low Enough to Expose the Conveyor Chain and Bar Assemblies or Lower Than the Flow Gates if Applicable, Between Loads," or during the presentation of material from the

hauling unit, pick up machine or a material transfer unit. B- Watch the material as it exits the hauling unit or is received from the pick up machine or transfer unit that no segregation is being generated by the "Break and Run" in the corners or the back of the hopper. C- When folding the hoppers follow these instructions. (If Applicable) 1- Fold the hoppers often enough to prevent the material from cooling below the normal placement temperature. 2- Do Not fold the hoppers while the paver is sitting still, begin raising the hoppers while the paver is moving forward, continue raising, moving forward until the hoppers are fully extended; then stop and lower the hoppers. The material should never be run lower than 30 to 50 per cent hopper capacity. 3- Do Not fold the hopper onto an empty conveyor system. If we have Segregated material in the outside corners it will then be strung out into Longitudinal streaking in the finished mat. D- Watch the amount of material that falls out of the hopper onto the grade in front of the paver. This material will cool very rapidly and can segregate as it falls onto the grade due to the "Break and Run" process. If this segregated material is paved over it will weaken the structural design of the mix in that area. Rule of thumb, "Never leave material on the grade deeper than the maximum size of aggregate in the mix." 1- Another area to monitor closely is any ribbon of segregated material that might fall out of the hopper onto the grade (especially if overflow guards are worn or missing) that when paved over can eventually cause longitudinal cracking as the pavement ages.

321.12 MEASUREMENT:

(modify) Asphalt concrete pavement will be measured by the square yard, as shown on the plans, which shall include the required quantities of mineral aggregates, asphalt binder, and mineral admixture. Measurement shall include the areas of intersections, roadways, streets, or other miscellaneous surfaces indicated on the plans or as directed by the Engineer.

321.13 PAYMENT:

(modify) No payment will be made for overrun in quantity of asphalt concrete in excess of the areas or thicknesses indicated on the plans or as directed by the Engineer.

SECTION 340 CONCRETE CURB, GUTTER, SIDEWALK, CURB RAMPS, DRIVEWAY AND ALLEY ENTRANCE

340.2 MATERIALS:

(modify) Concrete for curb & gutter, sidewalk, and driveways shall be Class AA, having Type II or Type V cement and maximum 3/4" aggregate and conforming to the requirements of Section 725. Slump of machine slip-formed concrete for curb and gutter shall be 1". Slump of hand formed curb and gutter or flat work shall be 4". An air-entraining admixture that produces 5.5% air shall be required for all concrete.

340.3.3 Concrete Placement:

(add) A curb machine shall not be used to construct any curb and gutter with reverse pan or a transition to

reverse pan. Beginning and ending segments of curb machining, if not true to alignment and grade, shall be removed and hand formed.

340.3.4.1 Expansion Joints:

(modify) Sidewalk, curb, and gutter expansion joints shall be installed at all radius points, at both sides of each driveway, at both sides of each alley entrance. The maximum distance between expansion joints shall be 25 feet for sidewalk and 50 feet for curb & gutter, with curb & gutter joints aligning with sidewalk joints. It will also be acceptable to use double expansion material (2 x 1/2") in the sidewalk at a spacing of 50 feet.

340.3.8 Curing:

(add) Freshly placed concrete shall be protected from atmospheric moisture and other surface contamination, damage, or defect for at least four hours after placement or until initial set is achieved. After initial set is achieved, concrete shall be protected from freezing for a period of 4 days. Concrete that suffers surface contamination, damage, or defect before initial set is achieved, or is subject to freezing temperatures before 4 days, shall be rejected and replaced.

340.5.3 Curb Ramp Installations:

(modify) Curb ramps shall be measured to the nearest square foot of the entire footprint of the ramp, from curb return to curb return and from the back of the edge-of-roadway curb and gutter to, and including, any curb at the back of the landing. The unit price shall include detectable warning strips.

PART 400 RIGHT-OF-WAY AND TRAFFIC CONTROL

SECTION 401 TRAFFIC CONTROL

401.1 DESCRIPTION:

(add) The installation and maintenance of temporary signs on roads leading to the project will be provided and maintained by the Town. Beginning after mobilization, the Contractor will still be required to follow the contract documents regarding the maintenance of traffic within the work space, including the provision of any channelizing devices and/or flaggers.

(modify) 401.6 MEASUREMENT:

Project traffic control and maintenance will be measured for payment by the lump sum as a single complete unit of work. It shall include traffic control signs, barricades, cones, devices, flagmen, pilot cars,

maintenance of traffic lanes and all other measures as required by the plans, specifications and supplemental specifications to assure vehicular access and safety through the duration of the project.

(modify) **401.7 PAYMENT:**

Payment for project traffic control and maintenance will be made at the lump sum price given in the Proposal's bid schedule. Payment shall be made in equal one-half portions. The first one-half will be paid with the Contractor's initial billing. The remaining one-half will be paid as part of the final payment due to the Contractor.

PART 700 MATERIALS

SECTION 702 BASE MATERIALS

702.2 PHYSICAL PROPERTIES:

702.2.2

(add) Due to the unique nature of the cinder road base that is provided by the Town, the Contractor is not responsible for meeting the requirements of Table 702-1. However, the Engineer will test the material for gradation in order to give the Town input on needed adjustments to the gradation.

SECTION 710 ASPHALT CONCRETE

710.2 MATERIAL:

710.2.1 Asphalt Binder:

(add) Asphalt binder shall be PG 64-34 or PG 64-22.

ATTACHMENTS

LIST OF DRAWINGS

SHEET 1
SHEETS 2-6

COVER SHEET
PLAN & PROFILE

ADDENDUM No. 1

COMMUNITY DEVELOPMENT BLOCK GRANT
SOUTH HILDALE STREET IMPROVEMENTS
CDBG CONTRACT No. 146-23
TOWN OF COLORADO CITY, ARIZONA
AUGUST 11, 2023

The Contract Documents are amended as follows:

- Page 6: The date in item 1 should read Wednesday, August 16, 2023 (matches advertisement).
The date in item 2 should read Wednesday, August 9, 2023 (matches advertisement).
- Page 7: The date in item 9 should read Monday, July 31, 2023 (matches advertisement).
- Page 83: 321.13 **PAYMENT** should read: "No payment will be made for overrun in quantity of asphalt concrete in excess of the areas or thicknesses indicated on the plans or as directed by the Engineer." This requires the contractor to estimate the overrun and include it in their bid, which is necessary in order for the Town to determine the project scope in advance.

Plans vs. Bid Schedule: The Bid Schedule (pages 15-17) supersedes any quantities shown on plans.

- Bid item A1: Attached is the St. George Energy Services Department "Underground Power Construction Standards" that covers street lights. Refer especially to pages 15-17, 23-24, 38, and 43-45, and to Details D9, D12, and D13.
- Bid item A2: Use #6 cable or individual wires (hot, neutral, ground) in 2" PVC Schedule 40 conduit. Color of conduit red, or black with red stripe, with red 6" warning tape above the conduit. This follows the Colorado City "Standard Specifications For Design and Construction of Municipal Water, Wastewater, Electric and Gas Utilities," which also refers to City of St. George Energy Services Department "Underground Power Construction Standards."
- Bid item A3: Adjust water valve box, furnish and construct concrete collar, per MAG Detail No. 391.
- Bid item A4: Adjust sewer manhole frame and cover, furnish and construct concrete collar, per MAG Detail No. 422.
- Bid A5-A7: Sign plate retroreflectivity grade should be "high intensity prismatic."
- Bid item B3: Curb & gutter is 30" highback, similar to MAG Detail No. 220-1 Type A, except 30" wide with the lip approximately 2" above the flowline..
- Bid item B4: Waterway ("Valley Gutter") is similar to MAG Detail No. 240, except no expansion joints required at side street curb lip lines (and no concrete pads required underneath) but #4 bars added at 18" o.c. ea way including under gutter pans, with 3" clearance under bars and 3" clearance horizontally from ends of bars to edges of waterway.
- Bid item C8: Driveway entrance is similar to MAG Detail No. 250-2, except 6" thick instead of 5" thick. Note that on this project the base bid includes either the sidewalk bypass (because the driveway ramp is existing) or the driveway ramp only (because the sidewalk bypass is future).

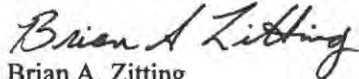
Bid item C9: Sidewalk accessible ramp is similar to MAG Detail No. 236-4 Single Ramp, except landing 5.5' deep, straight option for back curb, and construction joint not required at back curb.

Bid item D4: Paving includes asphalt edge between Mohave Ave. and Johnson Ave. (6" wide taper).

Remember to acknowledge this addendum on the Proposal form.

Also refer to pre-bid meeting notes for confirmation of other requirements.

CANAAN PEAKS ENGINEERING



Brian A. Zitting
Project Engineer

Enclosure: St. George Energy Services Department "Underground Power Construction Standards"

ADDENDUM No. 2

**COMMUNITY DEVELOPMENT BLOCK GRANT
SOUTH HILDALE STREET IMPROVEMENTS
CDBG CONTRACT No. 146-23
TOWN OF COLORADO CITY, ARIZONA
AUGUST 14, 2023**

The Contract Documents are further amended as follows:

Street lights: Enclosed is the current St. George Energy Services Department "Underground Power Construction Standards" (updated July 2023). The updated standards should be followed, except as noted below.

Bid item A1: Refer to pages 44-45 of the standards for updated photo cell, fixture, and arm. The pole should be as specified, except it should be aluminum instead of steel.

Bid item A2: Refer to page 46 of the St. George standards for the updated conductor information, except conductor can be #6 aluminum (per Garkane). And conduit color is grey.

Bid item A6: Attached is an image of a one-direction large arrow sign. One will be right and one will be left.

Add Bid item A8: Furnish and install 2 object markers. Attached is an image of object markers. Both will be right.

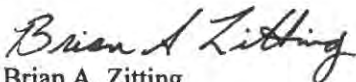
Bid items A5-A8: Use ADOT or UDOT approved signs.

Bid Schedule: Attached is an updated Bid Schedule with the object markers added.

Subgrade: Town will provide stockpile(s) for fine grading within 1 block of where needed. Contractor will provide other temporary stockpiling as desired while excavating and backfilling for curb & gutter, waterway, driveways, ramps, and sidewalk. At the end of the grading, the Contractor will leave any excess soil in the Town stockpile(s).

Remember to also acknowledge this addendum on the Proposal form.

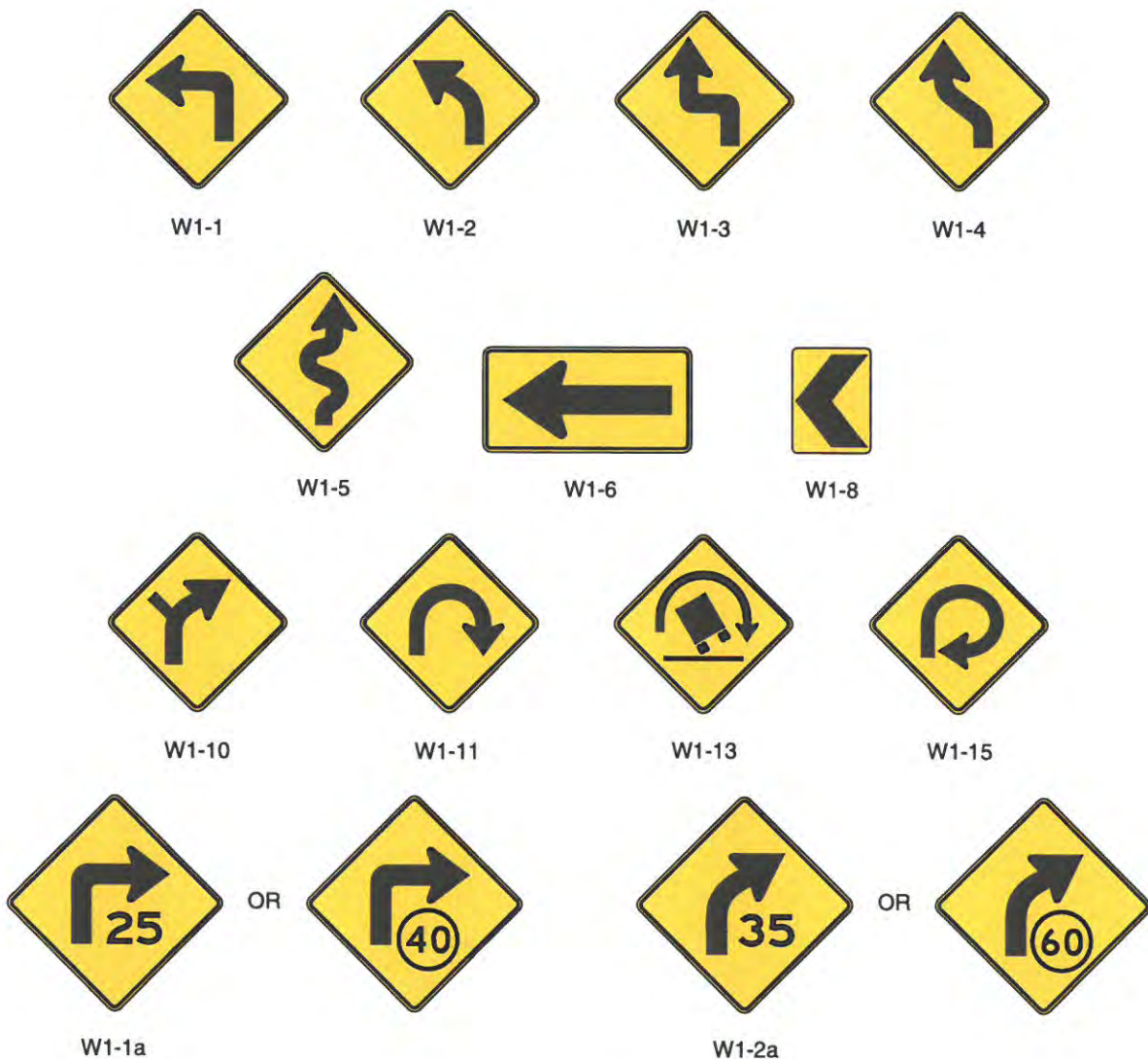
CANAAN PEAKS ENGINEERING



Brian A. Zitting
Project Engineer

Enclosed: St. George Energy Services Department "Underground Power Construction Standards" (updated July 2023)

Attached: image of one-direction large arrow sign (showing left only)
image of object marker
updated Bid Schedule

Figure 2C-1. H I Alignment Signs**Standard:**

When engineering judgment determines the need for a horizontal alignment sign, one of the W1-1 through W1-5, W1-10, W1-11 or W1-15 signs shall be used.

Option:

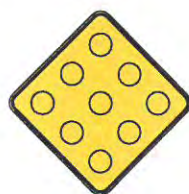
If the reduction in speed is 20 km/h (15 mph) or greater, a supplemental combination Horizontal Alignment/Advisory Speed sign or Curve Speed (W13-5) sign may be installed as near as practical to the point of curvature. If the reduction in speed is 40 km/h (25 mph) or greater, one or more additional Curve Speed signs may be installed along the curve.

Section 2C.07 Combination Horizontal Alignment/Advisory Speed Signs (W1-1a, W1-2a)**Option:**

The Turn (W1-1) sign or the Curve (W1-2) sign may be combined with the Advisory Speed (W13-1) plaque (see Section 2C.46) to create a combination Turn/Advisory Speed (W1-1a) sign (see Figure 2C-1), or combination Curve/Advisory Speed (W1-2a) sign (see Figure 2C-1).

Standard:

When used, the combination Horizontal Alignment/Advisory Speed sign shall supplement other advance warning signs and shall be installed at the beginning of the turn or curve.

Figure 3C-1. Object Markers and End-of-Roadway Markers**Type 1 Object Markers**

OM1-1



OM1-2



OM1-3

Type 2 Object Markers

OM2-1V



OM2-2V



OM2-1H



OM2-2H

Type 3 Object Markers

OM-3L



OM-3C



OM-3R

End-of-Roadway Markers

OM4-1



OM4-2



OM4-3

BID SCHEDULE

For Town of Colorado City, Arizona

South Hildale Street Improvements

Item No.	Description	Estimated Quantity	Unit	Unit Price	Item Amount
Schedule A – Utilities and Signage					
A1	Furnish and install street light (LED 130 W) on 35' aluminum pole.	3	Each		
A2	Furnish and install buried 2" conduit for street light.	760	LF		
A3	Adjust water valve box, furnish and construct concrete collar.	7	Each		
A4	Adjust sewer manhole frame and cover, furnish and construct concrete collar.	4	Each		
A5	Furnish and install yield sign at Mohave/Hildale intersection.	2	Each		
A6	Furnish and install one-direction large arrow sign at Mohave/Hildale intersection.	2	Each		
A7	Furnish and install stop sign at Mohave/Hildale intersection.	1	Each		
A8	Furnish and install object marker north of Mohave/Hildale intersection.	2	Each		
	Subtotal Schedule A				
Schedule B - Curb & Gutter					
B1	Prepare subgrade for 30-inch curb & gutter and waterway (6" beyond edges).	9,181	SF		
B2	Haul, place, and compact base course for 30-inch curb & gutter and waterway, 6 inches thick (6" beyond edges).	9,181	SF		
B3	Furnish and construct 30-inch concrete curb & gutter, including driveway cuts and returns.	2,416	LF		
B4	Furnish and construct 6-foot concrete waterway with reinforcing (1 place).	621	SF		
	Subtotal Schedule B				

Item No.	Description	Estimated Quantity	Unit	Unit Price	Item Amount
Schedule C - Sidewalk					
C1	Prepare subgrade for sidewalk (8" beyond edge).	2,568	SF		
C2	Prepare subgrade for driveway entrance (includes any sidewalk bypass) (12" beyond edge).	2,514	SF		
C3	Prepare subgrade for accessible ramp (8" beyond edge).	2,231	SF		
C4	Haul, place, and compact base course for sidewalk, 4 inches thick (4" beyond edge).	2,437	SF		
C5	Haul, place, and compact base course for driveway entrance (includes any sidewalk bypass), 6 inches thick (6" beyond edge).	2,305	SF		
C6	Haul, place, and compact base course for accessible ramp, 4 inches thick (4" beyond edge).	2,138	SF		
C7	Furnish and construct concrete sidewalk, 4 inches thick.	2,310	SF		
C8	Furnish and construct concrete driveway entrance (includes any sidewalk bypass), 6 inches thick (4 places).	2,285	SF		
C9	Furnish and construct concrete accessible ramp, 4 inches thick (9 places).	2,048	SF		
	Subtotal Schedule C				
Schedule D - Roadway Pavement					
D1	Prepare subgrade for roadway.	9,941	SY		
D2	Haul, place, and compact base course for roadway, 6 inches thick.	9,941	SY		
D3	Furnish and place emulsified asphalt tack coat on concrete edges, asphalt edges and asphalt joints.	7,163	LF		
D4	Furnish, place and compact 2-1/2 inch asphalt paving for roadway.	9,669	SY		
D5	Furnish and place fog seal.	9,669	SY		
	Subtotal Schedule D				

Item No.	Description	Estimated Quantity	Unit	Unit Price	Item Amount
Schedule E - Other					
E1	Traffic control	1	LS		
E2	Mobilization and demobilization	1	LS		
E3	Performance and payment bonds and certificates of insurance	1	LS		
E4	Project sign	1	LS		
	Subtotal Schedule E				
TOTAL ALL SCHEDULES					

FY 2021 CDBG CITIZEN AND PUBLIC PARTICIPATION PLAN**Name of Applicant: TOWN OF COLORADO CITY****COMPONENT #1.**

The applicant proposes to provide for and encourage citizen participation with particular emphasis on participation by persons of low and moderate income or who are residents of slum and blighted areas and areas in which CDBG funds are proposed to be used. Actions to be taken, in -addition to the required two public hearings, one public meeting, and publication of the display ads, are described below. There must be at least one action listed to meet the P-3, P-5, (and P-7, if applicable) requirement.

Date	Actions To Be Taken	Person Responsible
August 21, 2023	Council Meeting - Adopt Public Participation Plan and set date and time for public hearing #1 and public hearing #2	Town Clerk
September 8, 2023	Publish display ad about CDBG program and public hearing dates (P-2)	Grants Coordinator
September 8, 2023	Post informational notices in at least three (3) locations where low-income and minority populations may be predominant.	Grants Coordinator
October 27, 2023	Publish display ad of second public hearing (P-4)	Grants Coordinator
October 27, 2023	Post informational notices in at least three (3) locations where low-income and minority populations may be predominant.	Grants Coordinator

COMPONENT #2.

The applicant proposes to provide technical assistance (TA) to low and moderate income individuals and persons representing groups of low and moderate income individuals that request such assistance in developing proposals, with the level and type of assistance as described below.

a. Person responsible for providing TA (by title): TOWN MANAGER

b. Type of TA: THE TOWN WILL PROVIDE, UPON REQUEST, WRITTEN OR VERBAL INFORMATION ABOUT WHAT IS A CDBG FUNDABLE ACTIVITY, COST ESTIMATES FOR A POTENTIAL PROJECT, COPIES OF EXISTING MAPS OR DRAWINGS, CDBG INFORMATION BROCHURE, TIME LINE INFORMATION AND PREPARATION OF COPIES.

COMPONENT #3.

The applicant will hold public hearings to obtain citizen opinions and respond to proposals and questions after adequate notice as stated below. Hearings will be held at times and locations convenient to potential or actual beneficiaries, and with accommodations for persons with disabilities.

- a. Hearing # 1: September 25, 2023, at 6:00 p.m.
TOWN OF COLORADO CITY OFFICES, COUNCIL CHAMBERS
25 SOUTH CENTRAL STREET
(WHICH IS ACCESSIBLE TO PERSONS WITH SPECIAL NEEDS)
- b. Hearing #2: November 13, 2023, at 6:00 p.m.
TOWN OF COLORADO CITY OFFICES, COUNCIL CHAMBERS
25 SOUTH CENTRAL STREET
(WHICH IS ACCESSIBLE TO PERSONS WITH SPECIAL NEEDS)

c. Display ad notice of hearings to be published:

- 1) Dates: September 8, 2023- Advertise public hearing #1
October 27, 2023- Advertise public hearing #2
- 2) Paper(s): KINGMAN DAILY MINER
- 3) Person responsible for follow up: GRANTS COORDINATOR

d. Notices of hearings to be distributed/posted:

- 1) Dates: September 8, 2023- Advertise public hearing #1
October 27, 2023- Advertise public hearing #2
- 2) Locations/Mailing Lists:

NOTICES WILL BE POSTED AT
TOWN HALL
U.S. POST OFFICE
BAS HARDWARE STORE

- 3) Person responsible for follow up: GRANTS MANAGER

Other Actions to Publicize the Process with Dates: NOTICES WILL BE PROVIDED AT LOCAL BUSINESSES FOR COUNTER DISPLAY.

COMPONENT #4.

The applicant proposes the following Citizen Complaint or Grievance Procedure, to include timely response to written complaints and resolutions as described below.

- a. The person (by title) responsible for receiving complaints: TOWN CLERK
- b. The person (by title) responsible for reviewing complaints and drafting responses: TOWN MANAGER
- c. The person (by title) with final authority to issue a response: TOWN MANAGER
- d. The anticipated length of time allowed for the response: 10 WORKING DAYS
- e. The time allowed for a written appeal to the response: 15 WORKING DAYS
- f. The person(s) (by title) to whom the complainant may appeal and who has the final authority to resolve the complaint. This person(s) may not be anyone involved in the review or approval of the initial response: MAYOR
- g. The timeline for issuance of the final decision/determination: 10 WORKING DAYS

COMPONENT #5.

The applicant proposes to meet the needs of non-English speaking residents where a significant number of such persons can reasonably be expected to participate in the public participation process.

- a. Estimated number of non-and limited-English speaking residents: NO NON-ENGLISH SPEAKING RESIDENTS ARE ANTICIPATED TO ATTEND THE PUBLIC HEARINGS.
- b. Basis for above: 2020 CENSUS STATISTICS, STAFF KNOWLEDGE OF COMMUNITY, AND THE FACT THAT THERE ARE NO ENGLISH-AS-A-SECOND LANGUAGE CLASSES TAUGHT (OR NECESSARY) IN THE LOCAL SCHOOLS.
- c. Actions to meet the needs of such persons: IF A NON-ENGLISH SPEAKING RESIDENT WERE TO ATTEND A PUBLIC HEARING OR MEETING, OR TO REQUEST TECHNICAL ASSISTANCE, EVERY EFFORT WILL BE MAKE TO ACCOMMODATE THE PERSON(S) BY PROVIDING AN INTERPRETER AND MATERIALS IN THE APPROPRIATE LANGUAGE.
- d. Persons responsible for above actions (by title): TOWN CLERK

PLAN PREPARED BY:

Name: ANDREW BARLOW

Signature: _____



Title: GRANTS COORDINATOR

Date: [August 17, 2023](#)

APPROVED BY:

Name: Howard Ream

Signature: _____

Title: MAYOR

Date: [August 21, 2023](#)

ADOPTED BY MOTION AT A COUNCIL MEETING OF THE TOWN OF COLORADO CITY,
ARIZONA.