



INVITATION TO BID
Superstition Shadows Park Improvements
(CDBG #107-25)

Date Offered: April 4, 2025

Closing Date & Time: May 12, 2025, at 2:00 p.m.

Contact Person: Angela Gotto, Administrative & Special Projects Coordinator:
Central Arizona Governments, agotto@cagaz.org

City of Apache Junction
300 E. Superstition Blvd
Apache Junction, AZ 85119



**SUPERSTITION SHADOWS PARK IMPROVEMENTS
CDBG CONTRACT #107-25**

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SUPERSTITION SHADOWS PARK IMPROVEMENTS PROJECT SPECIFICATION INFORMATION IS INCLUDED IN APPENDIX A AND IS COMPRISED OF 4 PAGES, BEGINNING ON PAGE 86.

**CITY OF APACHE JUNCTION INVITATION TO BID
SUPERSTITION SHADOWS PARK IMPROVEMENTS
CDBG # 107-25**

The City of Apache Junction (Grantee) has been awarded a federal Community Development Block Grant (CDBG) through the Arizona Department of Housing for the Superstition Shadows Park Improvements project. The City will accept bids from qualified firms registered with the Arizona Registrar of Contractors to perform the following services:

CDBG funds will be used for construction services including installation of custom playground equipment to include three climbing structures, swings and playground equipment suitable for ages 2-12. Engineered wood fiber fall protection as well as custom shade structure(s) that covers approximately 6,400 square feet at Superstition Shadows Park playground and custom shade structure(s) that covers approximately 2,400 square feet at the Superstition Shadows Park Aquatic Center **(see project specifications in Appendix A of the Invitation to Bid for detailed information)**.

Plans and specifications may be obtained beginning **April 4, 2025** from:

Angela Gotto, Central Arizona Governments (CAG), 2540 W. Apache Trail, Suite 108, Apache Junction, AZ 85120; by phone at (480) 474-9300, email at agotto@cagaz.org, on the CAG website at www.cagaz.org, and the city's public purchase site at www.apachejunctionaz.gov/purchasing.

All bids must be on a unit-price basis. Segregated bids will not be accepted.

Bids must be sealed, labeled "Superstition Shadows Park Improvements", and delivered to the City of Apache Junction; ATTN: Yvette McKinney, 300 E Superstition Blvd, Apache Junction, AZ 85119, no later than **2: 00 p.m. on May 12, 2025**. Mailed bids must be received by the deadline. Faxes are not acceptable. Late bids will be returned unopened.

Minority, woman-owned and disadvantaged businesses are encouraged to submit. Grantee may waive informalities in the bids, may negotiate with any and all bidders, and may reject all bids if it is deemed in the best interest of Grantee.

CITY OF APACHE JUNCTION INVITATION TO BID SUPERSTITION SHADOWS PARK IMPROVEMENTS PROJECT

The City of Apache Junction, hereinafter also referred to as “City”, through a federal COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) from the Arizona Department of Housing, will accept bids from qualified firms or individuals registered with the Arizona Registrar of Contractors to perform the following services:

PROJECT DESCRIPTION

Construction services including installation of custom playground equipment to include three climbing structures, swings and playground equipment suitable for ages 2-12. Engineered wood fiber fall protection as well as custom shade structure(s) that covers approximately 6,400 square feet at Superstition Shadows Park playground and custom shade structure(s) that covers approximately 2,400 square feet at the Superstition Shadows Park Aquatic Center and associated miscellaneous construction work will all be considered part of the **Superstition Shadows Park Improvements Project (see project specifications in Appendix A of the Invitation to Bid for detailed information)**.

SCOPE OF WORK

The Contractor shall furnish all materials, labor, equipment, services, transportation, and perform all of the work for the project known as Superstition Shadows Park Improvements as called for in the Project Specifications shown in Appendix A. The successful Bidder will be required to lend all possible assistance in the preparation, investigation, and documentation necessary for compliance with all applicable Davis Bacon/Federal Labor Standards, and other requirements of the Arizona Department of Housing, CDBG Program. The successful Bidder should be prepared to comply with all local, state, and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include 2 CFR 200, Executive Orders, and Administrative Rules and Regulations.

Construction contractors **are required** to have a DUNS number and to be registered and current in the federal SAM (System of Award Management) system. The websites for registration are: <http://fedgov.dnb.com/webform>; and <https://www.sam.gov/SAM/>

BIDS

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

Bids must be sealed, labeled “Superstition Shadows Park Improvements Project”, and delivered to the City of Apache Junction, ATTN: Yvette McKinney, 300 E. Superstition Blvd, Apache Junction, AZ 85119, until 2:00 p.m. on May 12, 2025.

Bids will be opened immediately following the submission deadline and total amounts will be read aloud. Failure of the Bidder to complete all the bid documents may result in rejection of the bid.

IMPORTANT DATES (Dates may be subject to change. All times are in Arizona Time.)	
ACTIVITY	DATE/TIME
Bid Packet Release/Advertisement	Friday, April 4, 2025
Pre-Bid Meeting (Non-Mandatory – Meet at: 1091 W. Southern Ave; Apache Junction, AZ 85120)	Wednesday, April 23, 2025, at 9:00 a.m.
Deadline for Questions	Monday, May 5, 2025, at 5:00 p.m.
Deadline to Submit Bids	Monday, May 12, 2025, at 2:00 p.m.

A bid security in the form of a certified check, cashier's check, or bid bond in the **amount of 5% of the bid** shall accompany each bid. Bonding companies issuing acceptable bonds in conjunction with this project must hold a certification of authority to transact surety business in Arizona as issued by the Director of the Department of Insurance. All bid security shall be made payable, without condition, to the City of Apache Junction. Said bid security shall be considered liquidated damages and shall be forfeited to the City in the event the proposal is accepted, and the successful Bidder fails to execute the Contract and furnish the required bonds within ten (10) working days after the notice of bid award.

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

If information of a material matter is provided in response to any correspondence or question, or if a clarification is issued by the engineer or City, a copy of the question and answer will be provided to all prospective Bidders who have requested a set of plans. This response shall serve as an addendum to the advertised call for bids and become part of the City's approved plans.

Bidding documents will be available **Friday, April 4, 2025**, and may be obtained from Angela Gotto at CAG, (480) 474-9300, agotto@cagaz.org on the CAG website at www.cagaz.org, and the city's public purchase site at www.apachejunctionaz.gov/purchasing.

Correspondence, questions, and/or clarifications of the bidding procedure or concerning the plans/specifications should be directed to: Angela Gotto, CAG, 2540 W. Apache Trail, Suite 108, Apache Junction, Arizona 85120, (480) 474-9300, agotto@cagaz.org.

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

INSTRUCTIONS TO BIDDERS

Bidders are requested to keep the narrative portion of their proposal (responses to Contractor's Qualification Statement) to no more than five (5) pages. The proposal is to contain all the information listed and in the order listed on the proposal cover sheet, which is included in this section. Submit one original and two copies of the proposal which shall be sealed and filed at the time and place indicated in the Invitation to Bid. Bidders must adhere to the following:

1. Amendments, Addenda, Revisions and other changes will be available from Angela Gotto, CAG, 2540 W. Apache Trail, Suite 108, Apache Junction, Arizona 85120, (480) 474-9300, agotto@cagaz.org. Register your interest in the project with Angela at the contact information above and you will be sent any updates.
2. Utilizing the form provided, complete the Contractor's Qualification Statement, being certain to include the following information:
 - a. Include information concerning the firm's experience in the past five years in the construction of facilities used by the public, specifically identifying projects funded with federal dollars subject to Davis-Bacon. List the most representative projects. Be certain to include information on how to contact the owner as these references will be verified during the scoring process.
 - b. Please identify the project team and submit short resumes of the key personnel.
 - c. Provide a list of current major project commitments by the firm.

3. Utilizing the form provided, identify subcontractors. No change of the subcontractors named therein will be made unless first approved in writing by the City.
4. Provide a timeframe for project completion in your own format.
5. Utilizing the form provided, submit the LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements. This form is to be signed by the Bidder's owner or corporate officer.
6. Utilizing the form provided, submit the Certifications. This form is to be signed by the Bidder's owner or corporate officer.

Bid Security, Performance Bond, and Payment Bond

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

The Contractor will be required to provide a Performance Bond and Payment Bond, equal to one hundred (100%) percent of the Contract amount. No substitution or other form of bond will be allowed. Such bonds shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable and acceptable to the City and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.

Insurance

The Contractor shall purchase and maintain, during the contract time, insurance as listed in the Contract. The Contractor will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to the City.

The certificate of insurance shall name as additional insureds City of Apache Junction and CAG. As required by law, the certificate of insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Arizona or countersigned by an agent of the carrier authorized to do business in the State of Arizona.

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

- a. Worker's Compensation..... Statutory
- b. Protective Bodily Injury..... \$2,000,000 each occurrence and annual aggregate
- c. Personal Property..... \$2,000,000 each occurrence and annual aggregate
- d. Automobile Bodily Injury and
Property Damage..... \$2,000,000 each occurrence and annual aggregate

Award of the Contract

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

Each bidder shall be prepared to provide evidence of his/her experience, qualification, and financial ability to carry out the terms of the Contract. All bids shall remain firm for a period of ninety (90) calendar days after the date of the bid opening.

Proposals may not be modified after submittal. Bidders may withdraw proposals at any time prior to bid opening. No proposal may be modified or withdrawn after the bid opening except where the Award of the Contract has been delayed more than ninety-one (91) days.

The Contractor to whom the Contract is awarded will be required to execute the Contract and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date of receipt of the Notice of Award. The Notice of Award shall be accompanied by the necessary contract documents. In case of failure of the Bidder to execute the Contract, the City may consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the City.

Notwithstanding any delay in the preparation and execution of the formal Contract, each bidder shall be prepared to commence work within fifteen (15) days of receipt of the Notice to Proceed.

Protest Procedure

Bid protests shall be submitted in writing to: Angela Gotto, CAG, 2540 W. Apache Trail, Suite 108, Apache Junction, AZ 85120, and emailed to agotto@cagaz.org, within 72 hours of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, ADOH, the Project Manager, or others, the City will respond to the protest. The City reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

BID SCHEDULE

Name of Contractor/Bidder: _____

Email Address: _____

NO.	ITEM DESCRIPTION	ITEM BID TOTAL
1	AGES 2-12 PLAYGROUND EQUIPMENT (SEE APPENDIX A FOR SPECIFICATIONS)	\$
2	CUSTOM SHADE STRUCTURE (COVERING 6400 SQFT AT PLAYGROUND)	\$
3	12' VERTICAL CLIMBING BOULDER (SEE APPENDIX A FOR SPECIFICATIONS)	\$
4	8' CLIMBING BOULDER (SEE APPENDIX A FOR SPECIFICATIONS)	\$
5	REMOVAL OF EXISTING EQUIPMENT	\$
6	INSTALLATION OF PLAYGROUND EQUIPMENT	\$
7	REPLENISHMENT OF ENGINEERED WOOD FIBER FALL PROTECTION	\$
8	CUSTOM SHADE STRUCTURE (COVERING 2400 SQFT AT THE AQUATIC CENTER)	\$
9	MOBILIZATION	\$
TOTAL BID AMOUNT		\$

A. 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.

(1) MINIMUM WAGES

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination 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 (WH1321)) 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) Additional Classifications.

- (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;
 - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 1235-0023.)

(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 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(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 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 <https://www.dol.gov/agencies/whd/forms> 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 U.S. 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 1235-0008.)

- (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; and
- (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 3729 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 U.S. 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, fringe benefits 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 U.S. 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) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(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 B(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 B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (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 U.S. 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 B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(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 B(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 or her 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 29 CFR 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 U.S.C. § 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.

Superseded General Decision Number: AZ20240060

State: Arizona

Construction Type: Heavy

County: Pinal County in Arizona.

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)(1).

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 \$17.75 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 2025.
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 \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

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>.

ELEC0570-014 06/01/2024

	Rates	Fringes
Electrician.....	\$ 32.00	13.28

ELEC0769-001 08/04/2024

	Rates	Fringes
Electrician: Lineperson.....	\$ 59.69	20.83

ELEC0769-003 08/04/2024

	Rates	Fringes
Electrician: Groundperson.....	\$ 34.62	15.82

ELEC0769-004 08/04/2024

	Rates	Fringes
Electrician: Line Equipment Operator.....	\$ 44.77	17.84

ENGI0012-035 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Oiler.....	\$ 32.29	18.12

ENGI0012-037 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Field Equipment Serviceperson.....	\$ 35.56	18.12

ENGI0012-042 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Crane/Derrick.....	\$ 36.64	18.12

ENGI0012-043 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Mechanic.....	\$ 37.67	18.12

ENGI0012-044 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 32.29	18.12

ENGI0012-045 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Backhoe & Loader		
Combo/Track Backhoe.....	\$ 35.56	18.12

ENGI0012-046 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Bulldozer.....	\$ 35.56	18.12

ENGI0012-048 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Drill Rig/Auger.....	\$ 35.56	18.12

ENGI0012-050 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Motor Grader/Blade.....	\$ 35.56	18.12

ENGI0012-054 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Trencher.....	\$ 35.56	18.12

ENGI0012-055 12/01/2024

	Rates	Fringes
TRUCK DRIVER		
Hydrovac.....	\$ 35.56	18.12

ENGI0012-056 12/01/2024

	Rates	Fringes
TRUCK DRIVER		
Off Road Truck.....	\$ 35.56	18.12

ENGI0012-059 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Grade Checker.....	\$ 36.64	18.12

ENGI0012-060 12/01/2024

	Rates	Fringes
Power Equipment Operator:		

Loader/Front End Loader

All types rated capacity 3 cubic yds or less.....	\$ 32.29	18.12
All types rated capacity over 3, less than 6 cubic yds.....	\$ 35.56	18.12
Rated capacity 6, less than 10 cubic yds.....	\$ 36.64	18.12

ENGI0012-076 12/01/2024

	Rates	Fringes
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Power Equipment Operator:
Excavator/Trackhoe

1/2 cubic yard or smaller...	\$ 35.56	18.12
Greater than 1/2 cubic yard.	\$ 36.64	18.12

LAB01184-012 06/01/2024

	Rates	Fringes
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Laborer: General.....	\$ 26.15	8.37
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LAB01184-013 06/01/2024

	Rates	Fringes
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Laborer: Jackhammer.....	\$ 27.79	8.37
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LAB01184-014 06/01/2024

	Rates	Fringes
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Laborer: Pipelayer.....	\$ 28.65	8.37
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LAB01184-015 06/01/2024

	Rates	Fringes
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Power Equipment Operator:
Forklift.....

Forklift.....	\$ 29.62	8.37
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LAB01184-016 06/01/2024

	Rates	Fringes
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Power Equipment Operator:
Horizontal Directional
Drill.....

Horizontal Directional Drill.....	\$ 30.72	8.37
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LAB01184-023 06/01/2024

	Rates	Fringes
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Laborer: Utility/Potholing.....	\$ 27.79	8.37
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LAB01184-024 06/01/2024

	Rates	Fringes
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Laborer: Asphalt, Includes

Raker, Shoveler, Spreader and Distributor.....	\$ 28.65	8.37
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LAB01184-028 06/01/2024

	Rates	Fringes
LABORER: Grade Setter.....	\$ 28.65	8.37

LAB01184-034 06/01/2024

	Rates	Fringes
Truck Driver: Concrete.....	\$ 29.62	8.37

LAB01184-035 06/01/2024

	Rates	Fringes
Truck Driver: Dump.....	\$ 29.62	8.37

LAB01184-036 06/01/2024

	Rates	Fringes
Truck Driver: Water.....	\$ 29.62	8.37

LAB01184-040 06/01/2024

	Rates	Fringes
Laborer: Fence Erector.....	\$ 26.15	8.37

LAB01184-042 06/01/2024

	Rates	Fringes
Traffic Control.....	\$ 26.15	8.37

LAB01184-043 06/01/2024

	Rates	Fringes
Laborer: Mason Tender.....	\$ 28.65	8.37

LAB01184-050 06/01/2024

	Rates	Fringes
Carpenter: Formwork Concrete.....	\$ 30.72	8.37

PLUM0469-011 07/01/2024

	Rates	Fringes
Pipefitter-Steamfitter.....	\$ 54.15	19.80

SUAZ2023-010 11/19/2024

	Rates	Fringes
Power Equipment Operator: Compactor/Roller.....	\$ 32.21	0.00
Power Equipment Operator: Scraper.....	\$ 31.84	0.00

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the

example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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END OF GENERAL DECISION"

SAMPLE AGREEMENT

CONSTRUCTION AGREEMENT FOR SUPERSTITION SHADOWS PARK IMPROVEMENTS (CDBG #107-25) BETWEEN CITY OF APACHE JUNCTION AND _____

THIS AGREEMENT made and entered into by and between the CITY OF APACHE JUNCTION ("City"), an Arizona municipal corporation, and _____, an Arizona **[corporation/limited liability company]** ("Contractor"), who shall be collectively referred to as the "Parties", or individually as a "Party".

RECITALS

A. Contractor has responded to City's Invitation for Bid (the "IFB" and response both being considered the "Contract Documents") via IFB number CDBG #107-25, in which Contractor asserts its willingness, ability and qualifications to provide this work and service (hereinafter referred to as the "Work").

B. City and Contractor desire to set forth herein their respective responsibilities and the manner and terms upon which Contractor shall render the Work.

C. City has complied with the public bidding requirements under Arizona Revised Statutes Title 34 and Apache Junction City Code, Vol. I, Chapter 3: Administration, Article 3-7: Procurement Procedures.

AGREEMENT

NOW, THEREFORE, City retains Contractor to perform, and Contractor agrees to render the services and perform the Work in accordance with the terms and conditions set forth as follows:

1. PROJECT DESCRIPTION: Contractor shall do and perform or cause to be done and performed in a good workmanlike manner, the Work in accordance with the Contract Documents as fully described in the Notice Inviting Bid Proposals for CDBG Project No. 107-25 Superstition Shadows Park Improvements project, from Central Arizona Governments ("CAG"), which includes all required specifications.

2. PROJECT MANAGER – ADMINISTRATION: The City has designated Angela Gotto, CAG, as "Project Manager." The Project Manager shall be empowered to perform all administrative functions as required for management of the project and verification of compliance with Arizona Department of Housing ("ADOH") requirements.

3. PAYMENTS & COMPLETION: The total amount payable by the City to the Contractor shall not exceed _____ (\$_____) (the "Contract Sum") for the performance of

the Work under the Contract Documents except for changes authorized by properly executed change orders. Originals of the Applications for Payment are to be submitted no later than each first day of the month this agreement is in effect and a copy emailed to:

Central Arizona Governments
Attention: Angela Gotto, Project Manager
2540 W. Apache Trail, Suite 108
Apache Junction, AZ 85120
agotto@cagaz.org

On a weekly basis, the Project Manager shall review and verify the percentage, progress and quality of work completed and shall verify compliant completion of all necessary documentation required by ADOH, including but not limited to, federal Labor Standards/Davis- Bacon.

The City and Contractor mutually agree that the City will make a progress payment based on a duly certified (by Project Manager) and approved (by a duly authorized representative of the City) estimate of the work covered by the corresponding Application for Payment, subject to those conditions stipulated below and in other parts of the contract documents.

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

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

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

All contracts will be operable for their full term at the rates quoted in the initial bid proposal, unless otherwise extended in writing by the City. Upon notice that the Work is ready for final inspection or acceptance, a City representative shall promptly cause an inspection to be made. Once City finds the Work acceptable under the Contract Documents, City shall promptly submit for processing a certificate for payment stating that, to the best of its knowledge, information and belief on the basis of its observation and inspection, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that partial payment or the entire balance due the Contractor is payable. Final payment shall not become due until

the Contractor submits to the City all required lien waivers, releases and any other data establishing payment or satisfaction of all Contractor's obligations. If any subcontractor refuses to furnish a release or waiver required by City, Contractor may furnish a bond to indemnify City against any such lien. If any such lien remains unsatisfied after all payments are made, Contractor shall refund to City all monies that the latter may be compelled to pay in discharging such liens, including all costs and reasonable attorney fees.

4. CONTRACT TERM: The Term of this Agreement shall be performed from _____, 2025 through _____, 20___. Extensions shall only be allowed as mutually agreed upon in writing by the Parties.

5. LABOR AND MATERIALS: Unless otherwise provided in the contract documents, Contractor shall provide, pay and insure under the requisite laws and regulations for all labor, materials, equipment, tools and machinery, utilities, transportation, other facilities and services necessary for the proper execution and completion of the Work whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

6. WARRANTY: Contractor shall guarantee the Work against defective workmanship or materials for a period of one (1) year from the date of its final acceptance under the contract, ordinary wear and tear and unusual abuse or neglect excepted. Any omission on the part of City to condemn defective work or materials at the time of construction shall not be deemed an acceptance and Contractor will be required to correct defective work or materials at any time before final acceptance. Within one (1) year from the date of final acceptance due to faults in workmanship or materials, Contractor shall begin making the necessary repairs to the satisfaction of City within fourteen (14) calendar days of receipt of written notice from City. Such work shall include the repair or replacement of other work or materials damaged or affected by making the above repairs or corrective work all at no additional cost to City. In the case of Work materials or equipment for which warranties are required by the special provisions of the Contract Documents, Contractor shall provide or secure from the appropriate subcontractor or supplier such warranties addressed to and in favor of City and deliver same to City prior to final acceptance of the Work. Delivery of such warranties shall not relieve Contractor from any obligation assumed under any other provision of the contract. The warranties and guarantees provided in this subsection shall be in addition to and not in limitation of any other warranties, guarantees or remedies required by law, and shall survive the expiration of this Agreement for the time period mentioned above.

7. TAXES: Contractor shall pay all license, sales, consumer, use and other similar taxes for the Work or portions thereof provided by Contractor which are legally enacted at the time bids are received whether or not yet effective or subsequently applicable due to acts of jurisdictions or bodies other than City.

8. PERMITS & FEES: Unless otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, government fees, licenses and inspections necessary for the proper execution and completion of Work which are customarily secured after execution of the

contract and which are legally required. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. City permits for this Work will be provided to Contractor at no cost. Contractor represents and warrants that any license necessary to perform the Work under this Agreement is current and valid. Contractor understands that the activity described herein constitutes "doing business in the City of Apache Junction" and Contractor agrees to obtain a business license pursuant to Article 8-2 of the Apache Junction City Code, Vol. I, and keep such license current during the term of this Agreement and after termination of this Agreement any time Work is performed pursuant to the warranty provisions set forth in Section 6. Contractor also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a transaction privilege license and/or other licenses as may be required by the city code. Any activity by subcontractors within the corporate city limits will invoke the same licensing regulations on any subcontractors, and Contractor ensures its subcontractors will obtain any and all applicable licenses. Further, Contractor agrees to pay all applicable privilege and use taxes that are applicable to the activities, products and services provided under this Agreement.

9. INDEPENDENT CONTRACTOR: Contractor shall at all times during Contractor's performance of the services retain Contractor's status as an independent Contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes, or provide workers' compensation or unemployment insurance for or on behalf of them or Contractor. Contractor shall supervise and direct the delivery of the materials using its best skill and attention. Except as provided in this Agreement, Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work required by the contract documents. Contractor shall be responsible to City for the acts and omissions of its employees.

10. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected and appointed officers, officials, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including reasonable attorney and expert witness fees, arising from, or alleged to have arisen from, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Work or services of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor or its subcontractors in the performance of the Work under this Agreement or any subcontract. Contractor's duty to defend, hold harmless and indemnify City, its special districts, elected and appointed officers, officials, agents, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Work or services Contractor may be

legally liable, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor or any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, Work or services Contractor may be legally liable in the performance of the Work under this Agreement or subcontract. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The rights and obligations under this Section shall survive termination of this Agreement.

11. ENFORCED DELAYS (FORCE MAJEURE): Neither City nor Contractor, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, executive orders, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the Project. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular consultants, subcontractors, vendors or investors desired by Contractor in connection with the Project. Contractor agrees that Contractor alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

12. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees and court costs to be determined by the court in such action.

13. INSURANCE: Contractor, at its own expense, shall purchase and maintain the minimum

insurance and other additional requirements set forth herein.

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

Contractor's insurance shall be primary insurance as respect to City, and any insurance or self-insurance maintained by City shall not contribute to it.

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

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

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

City reserves the right to request and to receive within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of City's right to insist on strict fulfillment of Contractor's obligations under this Agreement.

The insurance policies, except Workers' Compensation, required by this Agreement, shall name City, its agent, officers, officials and employees as additional insured parties.

REQUIRED COVERAGE

Commercial General Liability

Contractor 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 including, but not limited to, the liability assumed under the indemnification provisions of this Agreement which coverage will be at least as broad as

Insurance Service Office, Inc. Policy Form CG 00011-93 or the equivalent thereof. In addition, automobile liability coverage of at least \$1 million per occurrence or a combined single limit of at least \$1,000,000 is required. The auto liability policy should contain endorsements for hired autos, non-owned autos and scheduled vehicles, as applicable to the Contractor's business.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

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

If required by this Agreement, if Contractor sublets any part of the work, services or operations, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Agreement, City and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Contractor's General Liability insurance.

Workers' Compensation (Not Applicable to Sole Proprietorships)

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

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

CERTIFICATE OF INSURANCE

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

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance, to be filed with the City Clerk of City.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date. All Certificates of Insurance shall be identified with bid serial number and title.

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

14. LABOR STANDARD AND MISCELLANEOUS REQUIREMENTS: This agreement is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, Contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939.

The following information, required by or included in the Bid Package for this project, is a part of this contract:

- a) Wage Rate AZ20250060 01/03/2025 Mod# 0
- b) HUD 4010
- c) Completed LS2, LS3's, LS4's, and LS5's in Labor Standard File
- d) Signed Certifications
- e) SAM.gov # _____
- f) Contractor's License #ROC _____ Expiration Date _____
- g) Certificate of Insurance
- h) Bid, Payment, and Performance Bonds

15. BUY AMERICA, BUILD AMERICA ACT ("BABA"): The Contractor acknowledges to and for the benefit of the _____ ("Owner") and the _____ (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as BABA; that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("BABA Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the BABA Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the BABA Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the BABA Requirements, as may be requested by the Owner or the Funding Authority.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph

by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

16. CHANGE ORDERS: A change order is a written order to Contractor, approved by a City representative, issued after execution of this construction agreement authorizing a change in the Work or an adjustment in the construction agreement sum or the construction agreement time. A change order signed by Contractor indicates his agreement therewith. City may, without invalidating this construction agreement, order changes in the Work within the general scope of this construction agreement consisting of additions, deletions or other revisions, the construction agreement sum and the construction agreement being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be performed under the applicable conditions of this construction agreement. City representative shall have authority to order minor changes in the Work not involving an adjustment in the construction agreement sum or extension of construction agreement time and not inconsistent with the intent of this construction agreement. All such changes shall be effected by written order and shall be binding upon City and Contractor.

17. SUCCESSORS, ASSIGNMENT & DELEGATION: City and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the contract shall assign the contract or sublet it as a whole or delegate the duties hereunder without the written consent of the other, nor shall Contractor assign any monies due or to become due to or to become due to it without the previous written consent of City.

18. WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an office of the corporation for whom it was intended or if delivered at or sent registered or certified mail, return receipt requested, and first class postage prepaid to the last business address known to them who gives the notice.

19. SAFETY: Contractor and/or its subcontractors shall be solely responsible for job safety at all times.

20. RIGHTS & REMEDIES: The duties and obligations imposed by the contract documents and

the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any action or failure to act constitute an approval of or an acquiescence to any breaches hereunder except as may be specifically agreed to in writing.

21. PAYMENT & PERFORMANCE BONDS: City shall have the right to require Contractor to furnish bonds covering the faithful performance of the contract and the payment of all obligations arising hereunder.

22. TERMINATION OF CONTRACT: If, for any reason, Contractor shall fail to fulfill in a timely and proper manner his/her obligations under the contract, or if Contractor shall violate any of the covenants, agreements, or stipulations of the contract, City shall thereupon have the right to terminate the contract by giving written notice to Contractor of such termination and specifying the effective date thereof.

Notwithstanding the above, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the contract by Contractor.

City may terminate the contract at any time by giving at least twenty-four (24) hours notice in writing to Contractor. If the contract is terminated by City as provided herein, Contractor will be paid for the time expended and expenses incurred up to the termination date.

23. APPEALS: All contractual grievances shall be submitted in writing to City Manager within five (5) calendar days after the difference of opinion or grievance occurs relating to any of the provisions of the terms of this Agreement. Within five (5) calendar days of receiving a written grievance, the City Manager shall respond in writing to the company. The City Manager's decision shall be final and binding, subject only to a further appeal in the Pinal County Superior Court pursuant to A.R.S. § 12-901, *et seq.*

24. RECORDS: Records of Contractor's labor, payroll and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Contractor shall maintain records for a period of at least three (3) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

25. AMENDMENT: It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that oral understandings or agreements not incorporated herein shall not be binding on the parties.

26. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between City and Contractor and supersede all prior negotiations, representations or

agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the supporting documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

28. SEVERABILITY: City and Contractor each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

29. TIME IS OF THE ESSENCE: Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

30. CONFLICT OF INTEREST: This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

31. PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL: The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Contractors who engage in boycotts of the State of Israel. Should Contractor under this Agreement engage in any such boycott against the State of Israel, this Agreement is automatically terminated. Any such boycott is a material breach of contract and will subject Contractor to monetary damages, including but not limited to, consequential and liquidated damages.

32. CERTIFICATION PURSUANT TO A.R.S. § 35-394. In accordance with Arizona Revised Statutes § 35-394, Contractor hereby certifies and agrees that Contractor does not currently and shall not for the duration of this Agreement use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of this Agreement that Contractor is not in compliance with this Section, then Contractor shall notify

the City within five (5) business days after becoming aware of such noncompliance. If Contractor does not provide the City with written certification that Contractor has remedied such noncompliance within one hundred eighty (180) days after notifying the City of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such one hundred eighty (180) day remedy period, this Agreement shall terminate on such contract termination date.

33. COMPLIANCE WITH FEDERAL AND STATE LAWS: Contractor understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.

As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor will verify the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. City at its option may terminate this Agreement after the third violation. Contractor shall not be deemed in material breach of this Agreement if Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under this Agreement to ensure that Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

34. TERMS AND CONDITIONS: This Agreement is subject to the provisions listed below.

1) Termination of Contract

- a) If, for any reason, the Contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate the contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished site or structural improvements, as well as all materials or equipment

acquired or stored by the Contractor under this contract shall, at the option of the City, become City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

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

2) Sanction, Penalties and Debarment

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

3) Changes

The City may request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this contract.

4) Personnel

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

shall be specified by written contract or agreement and shall be subject to each provision of this contract.

5) Assignability

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

6) Reports and Information

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

7) Records Maintenance and Retention

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

8) Findings Confidential

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

9) Copyright

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

10) Contractor will comply with the requirements of the 2010 ADA Standards for Accessible Design.

11) Interest of Members of a City Governing Body

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

12) Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract and the Contractor shall take appropriate steps to assure compliance.

13) Interest of Contractor and Employees

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

14) Access for Persons with Disabilities

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

15) Clean Air Act, Clean Water Act

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

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

17) Federal Labor Standards Provisions

This agreement is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of

1931, contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939.

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

THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO FEDERAL LABOR STANDARD/DAVIS-BACON PROVISIONS.

Central Arizona Governments (CAG) will monitor compliance with such provisions and standards on behalf of the City. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to CAG is listed below. Should you have any questions concerning Federal Labor Standards or the forms to be submitted, please feel free to call CAG, Angela Gotto at phone number: (480) 474-9300; or e-mail: agotto@cagaz.org.

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

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

LS3 Sub-contractor's Certification Concerning Labor Standards and prevailing Wage Requirements

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

LS4 Weekly Payroll Report

This form is to be completed by each contractor and sub-contractor weekly for the contract duration. Forms must be complete, correctly signed and submitted to CAG within seven (7) calendar days of the end of the work week.

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

Exempt persons are:

- a. Business Owners: This person must be listed in Section 5C of the LS2 or LS3 as an owner, partner or principal, owning at least a bona fide twenty percent (20%) equity

interest in the business and must also be able to document the business via a tax ID number. This person must also be actively engaged in the business's management and must not meet the Davis-Bacon definition of a "laborer or mechanic". Relatives of the owner who are not listed in Section 5C must be paid Davis-Bacon and Related Acts wages. A sub-contractor who cannot document that the business is bona fide must be listed as an employee on the prime contractor's Weekly Payroll Report.

b. Apprentices: The contractor/sub-contractor must provide written evidence of the registration of the program with the DOL Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OA) or a state apprenticeship agency recognized by the ETA/OA. For additional information concerning apprentices, please call CAG.

c. Youth Employment: These individuals must be employed in a bona fide summer youth employment or opportunity program. For additional information concerning youth employment, please call CAG.

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

LS5 Statement of Compliance

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

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

LS7 Notice to All Employees

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

LS15 Authorization for Deductions

This form is to be completed by each contractor and sub-contractor and is to be submitted to CAG one (1) week prior to the first payroll. Please note that each employee who authorizes payroll deductions for items other than standard state and federal taxes must sign the form.

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

Verification of Fringe Benefit Plan

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

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

OR

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

18) Pre-construction Conference

The purpose of the pre-construction conference is to provide a forum for CAG, the City of Apache Junction, Project Manager, contractor, and sub-contractors to discuss the technical nature of the construction project and all of the compliance requirements of the contract.

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

19) Notice Provisions

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

During construction, CAG will monitor compliance with the federal Labor Standards/Davis-Bacon. This monitoring shall include, but not be limited to, contractor and sub-contractor employee interviews, on-site inspections, review of the weekly payroll, etc., as required.

Copies of the LS forms to be completed during monitoring are available from CAG.

33. CERTIFICATIONS: This Agreement is subject to the provisions entitled "Certifications" which were submitted by the Contractor in the bid dated April 4, 2025, and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

34. COOPERATIVE USE OF CONTRACT: City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures ("SAVE") cooperative. This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. City shall not be responsible for any disputes arising out of transactions made by others.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representative as of this _____ day of _____, 2025.

CONTRACTOR:

[NAME], an Arizona [limited liability company/corporation]:

By: Signer's Name

Title: Signer's Title

CITY:

CITY OF APACHE JUNCTION, an Arizona municipal corporation:

By: Walter "Chip" Wilson

Title: Mayor

ATTEST:

Yvette McKinney, City Clerk

APPROVED AS TO FORM:

Richard J. Stern
City Attorney

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was subscribed and sworn to before me this _____ day of _____, 2025, by _____ as _____ of [Company Name], an Arizona [corporation/limited liability company].

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

The foregoing was subscribed and sworn to before me this _____ day of _____, 2025, by Walter "Chip" Wilson, as Mayor of the City of Apache Junction, Arizona, an Arizona municipal corporation.

Notary Public

My Commission Expires:

NAME OF CONTRACTOR				OR SUBCONTRACTOR				ADDRESS																
PAYROLL NO.				FOR WEEK ENDING				PROJECT AND LOCATION										PROJECT OR CONTRACT NO.						
(1)		(2)	(3)	(4) DAY AND DATE								(5)	(6)	(7)	(8) DEDUCTIONS						(9)			
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER		NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION	OT	OR	ST									TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
							HOURS WORKED EACH DAY																	
				O																				
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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)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
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 C.F.R. 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. § 3145), 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

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.

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 implements 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.

SECTION 3 FORMS

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

CAG will monitor compliance with such provisions and standards on behalf of the Town of Superior. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to CAG is listed below. Additional Section 3 forms will be provided at the award of the contract. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to call Angela Gotto at (480) 474-9300 or email agotto@cagaz.org.

S3B-1 SECTION 3 ASSURANCE (1 page)

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

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

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

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

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

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 of suspension.

Signature

Date

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

ATTACHMENT A - PERMANENT AND PROJECT LABOR FORCE

Recipient Name	City of Apache Junction	Enter y
ADOH Contract Number	107-25	
Activity Name	Project Construction	
Project Name/Bid Number	Superstition Shadows Park Improvements	
Contractor or Subcontractor Name		
Section 3 Business		

Enter yes or no. The definition of a Section 3 business is included in the definitions below

[illegible]

PERMANENT AND PROJECT WORKFORCE BREAKDOWN (FORM S3B-2)
DEFINITIONS

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> <p>a. Is 51% or more owned and controlled by:</p> <ul style="list-style-type: none"> i. Very-low or low-income persons; or ii. Current public housing or Section 8 assisted project residents. <p>b. Over 75% of the labor hours performed over the prior three-month period were performed by Section 3 workers.</p> <p><i>The business must meet the technical and legal requirements to perform the contract under consideration.</i></p>	<p>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</p> <p>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</p> <p>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.</p>
Section 3 Worker	<p>A Section 3 Worker:</p> <p>1. Has an annualized income below 80% AMI for their family size as indicated on the HUD income chart; or</p> <p>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> <p><i>The employee must meet the qualifications for the position.</i></p>	<p>1. Self-certification that the worker's income is below 80% AMI for their family size; or</p> <p>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</p> <p>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.</p>
Targeted Section 3 Worker	<p>A Targeted Section 3 worker:</p> <p>1. Is a Youthbuild participant or was a Youthbuild participant at the time of hire within the past five (5) years; or</p> <p>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</p> <p>3. Is part of your permanent workforce and your business is a Section 3 Business as defined above.</p> <p><i>The employee must meet the qualifications for the position.</i></p>	<p>1. Self-certification that the worker is a YouthBuild participant; or</p> <p>2. Self-certification that the worker was hired within the past five years and was a YouthBuild participant at the time of hire; or</p> <p>3. Employer certification that the worker is employed by a Section 3 business concern; or</p> <p>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.</p>

Section 3 Business Self-Certification Form (S3B-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 (S3C-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]*:

Positions that will be available:

<u>Title</u>	<u>Number</u>	<u>Minimum Qualifications</u>
--------------	---------------	-------------------------------

Training and apprenticeship positions that will be available:

<u>Title</u>	<u>Number</u>	<u>Minimum Qualifications</u>
--------------	---------------	-------------------------------

For further information, including requests relating to accessibility needs, please contact:

[Name]

[Address]

[Phone Number, TTY, E-mail]

[Recipient should consult with the ADOH to determine if this notice should be posted in languages other than English.]

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]

Name	
Address	
City, State, Zip Code	
Phone Number	
E-mail Address	

Please indicate any services you would need to enable you to accept employment or participate in job training:

√	
	Child care
	Transportation
	Clothing
	English as a second language
	Other:

Please indicate office skills that you have:

√	
	Typing. Words per minute:
	Filing
	Software programs (list):
	Other:
	Other:

Please indicate construction skills that you may have or would like training for in the table on the following page.

Job Category	I would like training in this area ✓	Length of Experience			
		0 – 3 Months ✓	4 – 6 months✓	7 months – 1 year ✓	More than 1 year ✓
Plumbing					
Carpentry					
Roofing					
Painting					
Interior					
Exterior					
Sewer					
Landscaping					
Sprinklers					
Plants					
Lawns					
Tree Pruning					
Tree Cutting					
Stump Removal					
Drywall					
Tile Flooring					
Carpet Laying					
Insulation					
Brick Layer					
Electrician					
Residential					
Commercial					
Laborer					
Cement Mason					

Recipient: City of Apache Junction Contract No.: 107-25
Activity No.: 2 Activity Name: Superstition Shadows Park Improvements

LS-17: CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

Project Name: _____

Name of Contractor/Sub-Contractor: _____

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

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

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

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

Date

Typed Name

Title



FORM LS-15
AUTHORIZATION FOR DEDUCTIONS

Recipient: City of Apache Junction

Contract No: 107-25

Activity Name: Superstition Shadows Park Improvements

The undersigned authorizes deductions from his/her wages, as noted. It is understood that:

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

1. a EMPLOYEE NAME	b. DATE(s) (may cover all work performed for contract)	c. AMOUNT	d. PURPOSE
---------------------------	---------------------------------------------------------------------	------------------	-------------------

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

2. Name of Contractor/Sub: _____

Signature of Authorized Representative

Date

Typed Name:

Phone Number

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

**PREVAILING
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

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

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

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

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor’s Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



DERECHOS DEL EMPLEADO

BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES	No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.
SOBRETIEMPO	Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.
CUMPLIMIENTO	Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.
APRENDICES	Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.
PAGO APROPIADO	Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



BID COVER SHEET

CONTRACTOR: _____

EMAIL ADDRESS: _____

THE FOLLOWING ITEMS MUST BE RETURNED WITH THE BID FOR A COMPLETE BID PACKAGE:

- ☐ BID FORM (3 PAGES)
- ☐ BID SCHEDULE
- ☐ BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK
- ☐ CONTRACTOR'S QUALIFICATION STATEMENT (3 PAGES); WITH SUPPORTING DATA (NO MORE THAN 5 PAGES)
 - ☐ LIST OF MOST REPRESENTATIVE PROJECTS/DAVIS BACON IDENTIFIED
 - ☐ IDENTIFICATION OF PROJECT TEAM
 - ☐ RESUMES OF KEY PERSONNEL
 - ☐ LIST OF CURRENT MAJOR PROJECT COMMITMENTS
- ☐ PROJECT SCHEDULE – USE YOUR OWN FORMAT
- ☐ SUBCONTRACTOR LIST (1 PAGE)
- ☐ LS-2 CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS (3 PAGES)
- ☐ CERTIFICATIONS SIGNATURE FORM (1 PAGE)

DELIVER ONE ORIGINAL AND TWO COPIES IN A SEALED ENVELOPE LABELED "STREET IMPROVEMENTS" NO LATER THAN 2:00 PM, ON MARCH 31, 2025 TO: CITY OF APACHE JUNCTION ATTN: YVETTE MCKINNEY 300 E. SUPERSTITION BLVD, APACHE JUNCTION, AZ 85119.

FAXES ARE NOT ACCEPTABLE.

LATE BIDS WILL BE RETURNED UNOPENED.

**City of Apache Junction
Superstition Shadows Park Improvements Project
BID FORM**

PROJECT IDENTIFICATION: **Superstition Shadows Park Improvements Project**

CONTRACT IDENTIFICATION AND NUMBER: **CDBG #107-25**

THIS BID IS SUBMITTED TO: **City of Apache Junction
300 E. Superstition Blvd
Apache Junction, AZ 85119**

BID AMOUNT: _____ (in numbers)

In Words: _____

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

Date	Addendum Number
_____	_____
_____	_____

- b. Bidder has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - c. Bidder specifies that the firm will not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order #75-5 and all other applicable state and federal laws, regulations and Executive Orders.

- d. Bidder acknowledges that the City of Apache Junction and CAG do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.
 - e. Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
 - f. Bidder has provided CAG written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the contract documents and the written resolution thereof by Engineer is acceptable to Bidder, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
 - g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself/herself any advantage over any other Bidder or over the City of Apache Junction.
- 4. Bidder will complete the work in accordance with the contract documents for the price outlined on the attached bid schedule.
 - 5. Bidder agrees that the work (all or any combination of Activities) will be fully completed and ready for final payment within **180 calendar days** after the effective date of the Notice to Proceed.
 - 6. Bidder accepts the provisions of the Contract as to liquidated damages of **\$100 per day** for each consecutive calendar day in the event of failure to complete the work (all or any combination of Activities) within the times specified in the Contract.

7. The following documents are attached to and made a condition of this bid:
- a. Required Bid Security
 - b. Contractor Qualification Statement and supporting data
 - c. Project Schedule
 - d. Subcontractor and Material Suppliers List
 - e. LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
 - f. Certifications

8. Communications concerning this bid shall be addressed to:

Name_____

Address_____

Phone_____

Submitted on _____, 2025.
(insert date)

State Contractor License No.: _____

Contractors may use AIA Document A305 - Contractor's Qualification Statement or this form to fulfill the qualification requirements of the bid.

CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath to the truth and correctness of all statements and of all answer to questions made hereinafter.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- ☐ **Corporation**
- ☐ **Partnership**
- ☐ **Individual**

- ☐ **Joint Venture**
- ☐ **Other**

1. How many years has your organization been in business as a general contractor?
2. How many years has your organization been in business under its present business name?
 - a. Under what other or former names has your organization operated?
3. If a corporation, answer the following:
 - a. Date of incorporation:
 - b. State of incorporation:
 - c. President's name:
 - d. Vice-president's name(s):
 - e. Secretary's name:
 - f. Treasurer's name:

4. If an individual or a partnership, answer the following:
 - a. Date of organization:
 - b. Name and address of all partners (state whether general or limited partnership):
5. If other than a corporation or partnership, describe organization and name principals:
6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers. List states in which partnership or trade name is filed.
7. Your organization normally performs the following work with your own forces:
8. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:

9. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.
10. On a separate sheet, list major construction projects your organization has in process, giving the name of project, owner, Engineer, contract amount, percent complete, and scheduled completion date.
11. On a separate sheet, list similar projects your organization has completed in the past five years, giving the name of project, owner, Engineer, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.
12. On a separate sheet, list the construction experience of the key individuals of your organization.
13. Dated at _____
this _____ day of _____, 20__.

Name of organization:

By:

Title:

SUB-CONTRACTORS AND MATERIAL SUPPLIERS LIST

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

Specialty	Sub-contractor/Material Supplier Name	License #

Recipient: City of Apache Junction Contract No.: 107-25
Activity No.: 2 Activity Name: Superstition Shadows Park Improvements

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

1. I, the undersigned, am submitting a bid to (**name of recipient**): City of Apache Junction for the construction of the (**name of project**): Lime Street Improvements CDBG #107-25 and hereby acknowledge that the following items are included in the bid and will also be incorporated by reference into the contract, should I be selected as the contractor for the project.
 - a. Labor Standards Provisions (HUD 4010);
 - b. Wage Decision # AZ20250060 1/03/2025 ; Modification # 0 ; Bid Open Date March 31, 2025 ; and that
 - c. the correction of any infractions of the aforesaid conditions, including infractions by any of my sub-contractors and any lower tier sub-contractors, is my responsibility.
2. I hereby certify that:
 - a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
 - b. No part of the aforementioned contract is or will be 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:
 - a. The demographic and business information of the undersigned are:

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

* See Demographic and Trade Code table below for information

Demographic and Trade Codes	
Race	Type of Trade Code
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."

Recipient: City of Apache Junction Contract No.: 107-25
Activity No.: 2 Activity Name: Superstition Shadows Park Improvements

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

1. I, the undersigned, having submitted a bid or having executed a contract with:
(contractor or sub-contractor): _____
for (name of project): _____
for (nature of work): _____
in the amount of \$ _____ certify that:
 - a. The Labor Standards Provisions (HUD 4010) are included in the aforementioned contract or bid;
 - b. Wage Decision # AZ20250060 ; Modification # 0 ; are included in the aforementioned contract or bid.
2. I hereby certify that:
 - a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
 - b. No part of the aforementioned contract has been or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. Further, I certify that:
 - a. The demographic and business information of the undersigned are:

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

* See Demographic and Trade Code table below for information

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

b. The undersigned is:

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

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

NAME

TITLE

ADDRESS

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

NAME

ADDRESS

NATURE OF INTEREST

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

NAME

ADDRESS

TRADE CLASSIFICATION

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

- a. Name of Contractor: _____
- b. Signature (**in ink**): _____
- c. Typed or Printed Name: _____
- d. Title: _____
- e. Date: _____

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

CERTIFICATIONS

CIVIL RIGHTS

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

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

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

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
 - a) Recruitment, advertising and job application procedures;
 - b) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - c) Rates of pay or any other form of compensation and changes in compensation;
 - d) Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
 - e) Leaves of absence, sick leave or any other leave;
 - f) Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
 - g) Activities sponsored by the contractor including social or recreational programs; and
 - h) Any other term, condition or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair).

With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.
6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

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

ACCESS TO RECORDS AND RECORDS RETENTION

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

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Grantee, 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 *Grantee or Consultants*.
3. 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 *Grantee or Consultants* that develops at any time during this contract will be immediately disclosed to the *Grantee 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.

4. 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.

BUILD AMERICA, BUY AMERICA ACT (BABA)

1. The undersigned agrees to comply with the Build America, Buy America Act (BABA) as outlined below:

- a. “On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include “the construction, alteration, maintenance, or repair of infrastructure in the United States” and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note. The waiver, published March 15, 2023, establishes a phased implementation schedule for application of the BAP to covered materials and HUD programs.

The BAP is applicable now to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022. For CPD, the BAP will apply next to iron and steel used in covered Recovery Housing Program (RHP) projects for funding obligated on or after August 23, 2023.

CERTIFICATIONS SIGNATURE FORM

Return this page with the bid 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/Printed Name of Official)

(Signature of Official)

(Typed/Printed Name of Firm)

(Date)

APPENDIX A:

Project Specifications and Equipment Details

**CITY OF APACHE JUNCTION
2024 CDBG SSP
SUPERSTITION SHADOWS PARK IMPROVEMENTS PROJECT
CDBG #107-25**

2-12 Age Playground

Slides

Straight Slides

Shall be rotationally molded from linear low density polyethylene and Exxon CP-812 polyethylene. Dry-blended or molded-in color resins are not acceptable. Shall be 106.8" in length and to include grooves at slide exit.

Spiral Slide

Shall be rotationally molded from linear low density polyethylene and Exxon CP-812 polyethylene. Dry-blended or molded-in color resins are not acceptable. Slide shall be 72" in height and 65.2" in width.

Climbing and Stepping Elements

Shall contain the following climbing elements:

CLIMBING SQUARES BLOCK - CLIMBER (36in)

Shall contain 8 square block climbers, rotationally molded from linear low density polyethylene.

Play Cube – Ground Level Climber

Shall be rotationally molded from linear low density polyethylene. Shall contain 6 entry holes and 7 climbing holes. Shall be 51.7" in height and 59.4" in width.

Rock Climber

Shall be rotationally molded from linear low density polyethylene. Shall contain high density polyethylene plastic panel for entry, .75 in.

Steppers

Shall contain 14-gauge plates and be rotationally molded from linear low density polyethylene. Shall contain bumper grips made of DynaFlex G7960, Durometer 60A.

Play Panels

Shall be made of .5 in. and .75 in. high density sheet polyethylene, or rotationally molded linear low density polyethylene.

Coated Decks and Stairs

Shall be an all welded assembly fabricated of 12 gauge and 14 gauge hot rolled, pickled, and oiled flat steel and 11 gauge hot rolled, pickled and oiled flat steel. Entire weldment assembly shall have a protective coating.

Clamping System

Shall include clamping system of 3.5 in. and die cast of high strength 380 aluminum alloy. Clamps shall be provided as hinged assemblies to facilitate structure assembly and an S-lap design to eliminate string entanglement.

Swing

Shall be 5'7"x7'11"x7'0" with a single belt swing and chain. Shall consist of 2-3/8" steel tubes; anticorrosion treatment and color finish: sandblasting and solvent-free zinc-/epoxy-/polyester-process. Swing seat shall be a durable black ebonite seat with stainless steel chain with pivot bearings fixed to the horizontal pipe. Shall also include nodes/Frameworx-aluminum ball connectors, 9-13/16" and EPDM caps.

Shade Sail Canopy

Shade Structure Frame

All steel framing shall be ASTM A513, except steel pipe columns, which shall be ASTM A-53, grade B or A500, Grade B, unless otherwise noted. Plate steel shall conform to ASTM A36. All welds are performed using E70XX electrodes or gas metal arc welding using ER 70S3 wire. All fillet welds shall be a minimum of three-sixteenths (3/16) inch unless otherwise noted. All welding shall be completed by AWS D1.1 qualified welders.

Fabric

Fabric shall be manufactured by Alnet from high density polyethylene polymer. HDPE to block out 90% of ultra violet rays. Monofilament and tape construction giving a stable material. Rachell knitted to ensure material will not unravel if cut. Breaking Strength per ASTM D5034: Warp = 230 lbs., Weft = 280 lbs. Maximum elongation: Warp 95%, Weft 76% Fabric Mass Minimum: 9.18 oz. /sq. yd. Fading: Minimum fading allowed after 5 years. Temperature stability: Minimum temperature -13 °. Maximum temperature 176°. Gortex Tanara Thread or Solarfix PTFE Thread. Life span meets fabric specifications at min.

Hardware and Accessories

Wire rope (galvanized aircraft cable) shall conform to Fed Spec. RR-W-410. Steel cable is determined based on calculated engineering load. For high and medium loads, ¼" (minimal) galvanized 7x19 cable is to be used. For heavy loads, 3/8" galvanized 7x19 cable is to be used. Wire rope clips shall be malleable iron or galvanized. Frame assembly hardware shall be Stainless or galvanized, ASTM A-307 or SAE Grade 2 mi.

Boulder Climbers

1. Premium Materials

- Baltic Birch Construction: The boulders shall be crafted using high-quality Baltic Birch, ensuring durability and a visually appealing finish.
- Stainless Steel Hardware: All hardware components shall be made from stainless steel, offering superior corrosion resistance and long-term reliability.

2. Weather-Resistant Design

- Shall be sealed with Acrylic Base Lining: The boulders shall be protected against water infiltration using a specialized acrylic base lining, enhancing longevity and weather resistance.
- Integrated Air Vents: Each boulder shall be equipped with air vents to promote airflow and prevent internal moisture buildup, maintaining structural integrity in various climates.

3. Safety and Finish

- Non-Cementitious Base: Shall be finished with a non-cementitious base, the boulders provide a smoother, safer surface for climbing activities, reducing the risk of abrasions while maintaining a natural appearance.
- Pre-Assembled Delivery: All boulders shall come fully assembled, reducing installation time and ensuring consistent quality upon delivery.

4. Custom Handholds and Difficulty Levels

- High-Quality Synthetic Materials: The handholds shall be crafted using high-strength polyurethane and synthetic resins, such as polyester, providing a superior grip and exceptional durability.
- Color-Coded Handholds: Levels of difficulty shall be intentionally designed by handholds of different colors, making the boulders accessible for climbers of all skill levels.
- Information Panels: All boulders shall be equipped with an information panel explaining the different routes and corresponding colors, enhancing usability and engagement.

5. Inclusive Design

- Variable Difficulty Levels: Inspired by indoor climbing boulders, the designs include positive and negative inclinations to accommodate users of all skill levels, from beginners to advanced climbers.

6. Specific Boulder Details

- 12' Vertical Climbing Boulder:
 - Climbing Boulder shall stand 12' tall and be 47-7/8"x45-9/16".

- Handhold Count: The 12' includes a total of 40 handholds, offering two routes for climbers of varying skill levels.
 - 8' Climbing Boulder:
 - Handhold Count: The climbing boulder shall include 70 handholds, to engage young climbers with varied routes and activities.
 - Climbing boulder shall stand 8' tall and be 161"x86".
7. Community-Centric Appeal
- Visually Striking Geometric Angles: With their sculptural appearance, the boulders enhance the aesthetic of public spaces, serving as functional fitness installations and community gathering points.