



CDBG GRANT #122-25

Bid Documents for
TOWN OF JEROME
DECEPTION LANE WATER LINE IMPROVEMENTS

March 10, 2025

Project Contact:

Northern Arizona Council of Governments

Richard S. Ormond
221 N. Marina St., Suite 201
Prescott, AZ 86301
(928) 445-0211

Jerome Deception Lane Water Line Improvements

CDBG CONTRACT #122-25

CONTENTS

<u>Document</u>	<u>Page</u>
Request for Bids Advertisement.....	2
Invitation to Bid (Bidding Information).....	3
Bid Cover Sheet / Checklist.....	7
Bid Form.....	8
Bid Schedule.....	11
Contractor's Qualification Statement.....	12
Subcontractors List.....	14
Sample Contract.....	15

FEDERAL REQUIREMENTS AND FORMS

HUD 4010 – Federal Labor Standards Provisions.....	24
Wage Rate Decision: AZ20250061 MOD 1, 2/7/25.....	29
LS2 – Contractor's Certification.....	38
LS3 – Subcontractor's Certification (due within 10 days of contract award).....	41
LS4 – Payroll.....	44
LS5 – Statement of Compliance.....	45
Section 3 Forms.....	46
Certifications and Signature Form (return Page 70).....	64

PROJECT INFORMATION

ATTACHED PLANS AND SPECIFICATIONS ARE COMPRISED OF 6 SHEETS

REQUEST FOR BIDS ADVERTISEMENT
JEROME DECEPTION LANE WATER LANE IMPROVEMENTS

The Town of Jerome has been awarded a federal Community Development Block Grant (CDBG) from the Arizona Department of Housing for water line improvements to Deception Lane. This project is subject to Davis-Bacon wages. The Town of Jerome will accept bids from qualified firms registered with the Arizona Registrar of Contractors to perform the following services:

Installation of approximately 1500 linear feet of 6-inch DR 14 C900 PVC (*updated*) water line that will connect to the water line on Gulch Road and to change the path of water lines that serve the length of Deception Lane. Improvements include installation of a regulator station on Deception Lane and hydrants at the end of Deception Lane. The dirt roadway will be regraded and drainage corrected as needed after water lines are replaced and fire hydrants are installed.

The project will take place at Deception Lane in Jerome, Arizona. The project location is south of Highway 89A, approximately 1.7 miles from downtown Jerome traveling east on 89A.

Bidding documents are available starting March 17, 2025 by contacting Richard S. Ormond, NACOG, 221 N. Marina Street, Suite 201, Prescott, AZ 86301; 928-445-0211 or rormond@nacog.org.

A MANDATORY pre-bid meeting will be held on Thursday, March 27, at 10:00 a.m., at Jerome Town Hall, 600 Clark Street, Jerome, AZ 86333. Minutes from the conference will not be produced, therefore, it is encouraged that attendees take notes as appropriate.

Any request for an explanation of the meaning or interpretations of the bid shall be submitted no later than April 11, 2025. If interpretations or explanations are warranted, the response will be issued as an addendum to the bid and will be emailed to all those on the bidders list by end of day on April 14, 2025. All written request(s) shall be directed to rormond@nacog.org. Oral interpretations or clarifications will be without legal effect.

All bids must be on a lump-sum basis. Segregated bids will not be accepted. Bids must be sealed, labeled "Sealed bid for Jerome Deception Lane Water Line Improvements" and delivered to **Town of Jerome, 600 Clark Street, Jerome, AZ, no later than 2: 00 p.m. on April 17, 2025. Mailed bids should be sent to PO Box 335, Jerome, AZ 86333, and must be received by the deadline.** Faxes are not acceptable. Late bids will be returned unopened. It is the bidder's responsibility to ensure proposals are received at the above location on or before the specified time.

Minority, woman-owned, and disadvantaged businesses are encouraged to submit. The Town of Jerome 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 the Town.

Publication Dates:

Verde Independent – March 15, 2025;
Prescott Courier March 16, 2025

INVITATION TO BID
JEROME DECEPTION LANE WATER LANE IMPROVEMENTS
JEROME, AZ

The Town of Jerome has been awarded a federal Community Development Block Grant (CDBG) from the Arizona Department of Housing for water line improvements to Deception Lane. The Town of Jerome will accept bids from qualified firms or individuals registered with the Arizona Registrar of Contractors to perform the following services:

PROJECT DESCRIPTION

Installation of approximately 1500 linear feet of 6-inch DR 14 C900 PVC water line that will connect to the water line on Gulch Road and to change the path of water lines that serve the length of Deception Lane. Improvements include installation of a regulator station on Deception Lane and hydrants at the end of Deception Lane. The dirt roadway will be regraded and drainage corrected as needed after water lines are replaced and fire hydrants are installed. See attached plans and specifications.

SCOPE OF WORK

The Contractor shall furnish all materials, labor, equipment, services, transportation, and perform all the work for the project known as Deception Lane Water Line Improvements, as called for in the plans and specifications. 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 Executive Orders, Administrative Rules and Regulations.

A MANDATORY pre-bid meeting will be held on at Jerome Town Hall, 600 Clark Street, Jerome, AZ 86333. Minutes from the conference will not be produced, therefore, it is encouraged that attendees take notes as appropriate.

Construction contractors are required to be registered and current in the federal SAM (System of Award Management) system and have a Unique Entity ID number. The website for registration is: <https://www.sam.gov>.

BIDS

To be considered, *one (1) original and one (1) copy* of the submittal documents must be provided in accordance with the Instructions to Bidders included in this bid package.

Bids must be sealed, labeled "Sealed Bid for Jerome Deception Lane Water Line Improvements" and delivered to the Town of Jerome, 600 Clark Street, Jerome, AZ, no later than 2: 00 p.m. on April 17, 2025. Mailed bids should be sent to PO Box 335, Jerome, AZ 86333, and must be received by the deadline.

Faxes are not acceptable. Late bids will be returned unopened. It is the bidder's responsibility to ensure proposals are received at the above location on or before the specified time. Bids will be opened immediately following the submission deadline and total amounts will be read aloud. Failure of the Bidder to complete all of the bid documents may result in rejection of the bid.

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 Grantee. Said bid security shall be considered liquidated damages and shall be forfeited to Grantee 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.

Any request for clarification or further information shall be submitted no later than April 11, 2025 to rormond@nacog.org. If warranted, the response will be issued as an addendum to the bid and will be emailed to all those on the bidders list by end of day on April 14, 2025. This response shall serve as an addendum to the Invitation to Bid and become part of the Grantee's bid package. Oral interpretations or clarifications will be without legal effect.

Grantee 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. Grantee also reserves the right to hold any or all bids for a period of thirty (60) days after the date of opening. Bidders will not be allowed to withdraw submitted bids during the thirty (60) day period.

INSTRUCTIONS TO BIDDERS

Bidders are requested to keep the narrative portion of their submittal (responses to Contractor's Qualification Statement) to no more than five (5) pages. The submittal is to contain all information listed and in the order listed on the Bid Cover Sheet/Checklist, which is included in this section. Submit one original and one copy of the submittal, 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 to the bid will be emailed to all those on the bidders list by end of day on April 14, 2025.
2. Utilizing the form provided, complete the Bid Form and bid schedule.
3. Utilizing the form provided, plus attachments (if necessary), 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 similar projects and any 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 Grantee.
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 Bidder's owner or corporate officer.

6. Utilizing the form provided, submit the Certifications signature page. This form is to be signed by Bidder's owner or corporate officer.

Bid Security, Performance Bond and Payment Bond

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

The Contractor will be required to provide a Performance Bond and Payment Bond, equal to one hundred (100%) percent of the Contract amount. No substitution or other form of bond will be allowed. Such bonds shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable and acceptable to Grantee 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 Grantee.

The certificate of insurance shall name as additional insured the Town of Jerome. 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..... \$1,000,000 each occurrence and annual aggregate
- c. Personal Property..... \$1,000,000 each occurrence and annual aggregate
- d. Automobile Bodily Injury..... \$1,000,000 each occurrence and annual aggregate and Property Damage

Award of the Contract

Grantee reserves the right to reject any and all bids and to award the Contract to other than the low bidder with good cause. Grantee further reserves the right to waive any informality or irregularities in the bidding process. Additionally, the Bidder recognizes the right of Grantee 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, qualifications, and financial ability to carry out the terms of the Contract.

All bids shall remain firm for a period of sixty (60) 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 sixty-one (61) 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 receipt of the contract documents. In case of failure of the Bidder to execute the Contract, Grantee may consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of Grantee. Bidder shall be prepared to commence work within fifteen (15) days of receipt of the Notice to Proceed.

Protest Procedure

A protest shall be in writing and shall be filed with the Grant Administrator (rormond@nacog.org), NACOG, 221 N. Marina Street, Suite 201, Prescott, AZ 86301; 928-445-0211. A protest shall be received at NACOG within three (3) business days after issuance of notification of intent to award or issuance of a notice of non-award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

BID COVER SHEET / CHECKLIST

CONTRACTOR: _____

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

- ☐ **BID FORM (3 PAGES)**
- ☐ **BID SCHEDULE (1 PAGE)**
- ☐ **BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK**
- ☐ **CONTRACTOR'S QUALIFICATION STATEMENT (2 PAGES); WITH SUPPORTING DATA (NO MORE THAN 5 PAGES)**
 - ☐ **CURRENT SIMILAR PROJECTS**
 - ☐ **EXAMPLES OF PRIOR SIMILAR PROJECTS/DAVIS BACON IDENTIFIED**
 - ☐ **PROJECT TEAM/RESUMES OF KEY PERSONNEL**
- ☐ **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 ONE COPY IN A SEALED ENVELOPE LABELED “SEALED BID FOR JEROME DECEPTION LANE WATER LINE IMPROVEMENTS” TO THE TOWN OF JEROME, 600 CLARK STREET, JEROME, AZ, NO LATER THAN 2:00 P.M. ON APRIL 17, 2025. MAILED BIDS SHOULD BE SENT TO PO BOX 335, JEROME, AZ 86333, AND MUST BE RECEIVED BY THE DEADLINE.

FAXES ARE NOT ACCEPTABLE.

LATE BIDS WILL BE RETURNED UNOPENED.

**TOWN OF JEROME CDBG
DECEPTION LANE WATER LINE IMPROVEMENTS**

BID FORM

PROJECT IDENTIFICATION: DECEPTION LANE WATER LINE IMPROVEMENTS

CONTRACT IDENTIFICATION AND NUMBER: CDBG # 122-25

THIS BID IS SUBMITTED TO: TOWN OF JEROME

BASE BID AMOUNT: _____ (in numbers)

In Words: _____

BID ALTERNATE: _____ (in numbers)

In Words: _____

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the Town of Jerome, 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 *60 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 Town of Jerome does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to underground facilities at or contiguous to the site.

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

- e. Bidder has correlated the information known to the Bidder, 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 the Town of Jerome written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the contract documents and the written resolution thereof by the Town of Jerome is acceptable to Bidder, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
 - g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself/herself any advantage over any other Bidder or over the Town of Jerome.
- 4. Bidder will complete the work in accordance with the contract documents for the price outlined on this bid form.
 - 5. Bidder agrees that the work (all or any combination of Activities) will be fully completed and ready for final payment within **120 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 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 _____

Title _____

Company _____

Address _____

Phone _____

Email _____

Submitted on _____, 2025.
(insert date)

State Contractor License No.: _____

BID SCHEDULE

DECEPTION LN WATER LINE

GROUP	DESCRIPTION	QTY	UNITS	Unit Cost	Total
	MOBILIZATION	1	LS		
	POT HOLING	1	LS		
WATER	6" Water Line (PVC)	1,200	LF		
WATER	6" Water Line (DI)	20	LF		
WATER	6" VALVE	3	EA		
WATER	SERVICE LINE VALVE		EA		
WATER	ARV	1	EA		
WATER	PRV	1	EA		
WATER	Blow Off	1	EA		
WATER	NEW FH & VALVE	3	EA		
WATER	WATER SERVICE CONNECTION	3	EA		
WATER	WATERLINE TIE-INS	1	EA		
WATER	ABANDON EXISTING WATERLINE		LS		
	CONSTRUCTION SUB TOTAL				
	ADD CONTINGENCY				
	UNKNOWN UTILITY RELOCATION	1	LS		
	CONSTRUCTION SUB TOTAL W/CONTINGENCIES				
SUPPORTING SERVICES: CONTRACTOR					
	TRAFFIC CONTROL				
	SWPPP				
	TESTING				
	CONSTRUCTION STAKING				
	TAX				
	Total				

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. Your organization normally performs the following work with your own forces:
7. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:
8. 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.
9. On a separate sheet, list relevant/similar projects your organization has in process, giving the name of project, owner, Architect or Engineer, contract amount, percent complete, and scheduled completion date.
10. On a separate sheet, list relevant/similar projects your organization has completed in the past five years, giving the name of project, owner, Architect or Engineer, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.
11. On a separate sheet, list the construction experience of the key individuals of your organization.
13. Dated at _____ this
_____ day of _____, 2025.

SUBCONTRACTORS LIST

The Contractor shall list below and complete a form LS-3 for all qualified subcontractors he/she will employ for the various portions of the work indicated. Failure on the part of the Contractor to complete or improperly complete this list will constitute sufficient grounds to reject his/her bid.

The Contractor may list himself/herself to perform one or more of the listed categories of work for which he/she has any requisite state licenses when required. In this case, all personnel performing such work at the site shall be carried on his/her own payroll.

List only a single name for each listing. License numbers will be required of the apparent low Bidder only.

Specialty	Subcontractor Name	License #

CONTRACTOR CONTRACT (SAMPLE)

This contract is between _____(name/address)_____, (referred to in this contract as the CONTRACTOR), warranting itself to be licensed and qualified to perform the work specified herein, and **Town of Jerome, PO Box 335, Jerome, AZ 86333**, (referred to in this contract as GRANTEE).

WHEREAS, GRANTEE is in receipt of a Community Development Block Grant from the Arizona Department of Housing to _____.

NOW, THEREFORE;

IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

PART I. Specific Terms

1. EFFECTIVE DATE. This Contract shall have no force or effect unless and until executed by both the CONTRACTOR and GRANTEE and, in addition, GRANTEE issues a Notice to Proceed. GRANTEE shall have no obligation to issue a Notice to Proceed and may choose to do so only after all grant funding requirements have been satisfied.

The date on which the Notice to Proceed is executed shall be referred to as the Effective Date. The CONTRACTOR shall not be compensated under this Contract for work commenced or materials delivered to the Property before the Effective Date. When a properly executed copy of the Notice to Proceed is executed, the CONTRACTOR is bound by this Contract.

2. THE CONTRACT. This Contract consists only of this Part I (Specific Terms), Part II (General Conditions), and the following exhibits:

- | | | |
|---------------------------|--------------------|-------------------------|
| A. Scope of Work | ____not applicable | <u> X </u> applicable |
| B. Notice to Proceed | ____not applicable | <u> X </u> applicable |
| C. Engineered Drawings | ____not applicable | <u> X </u> applicable |
| D. Contractor Bid Package | ____not applicable | <u> X </u> applicable |
| E. Schedule of Work | ____not applicable | <u> X </u> applicable |

3. SCOPE OF WORK. CONTRACTOR shall complete all work as specified or indicated in the contract documents. See attached Proposal Form and complete Contractor Bid Package.

4. CONTRACT PRICE. The CONTRACTOR agrees to accomplish the work as described in the Contract Documents for a total price of _____ dollars (\$_____), excluding Change Orders.

5. PAYMENTS. Applications for Payment are to be submitted to:

Krishan Ginige
SEC, Inc.
825 Cove Parkway
Cottonwood, AZ 86326
krishan@sec-landmgt.com

Additionally, a copy of the Application for Payment is to be emailed to: [NACOG Rep], NACOG, email: email@nacog.org.

Upon submission of an Application for Payment, and upon approval by the [GRANTEE / ARCHITECT / ENGINEER] of the completed work, GRANTEE shall pay the CONTRACTOR ninety percent (90%) of the approved estimate of the work performed, and retain ten percent (10%) until final completion and acceptance of all material, equipment and work covered by the contract, less such amounts as the GRANTEE shall determine for all incomplete work and unsettled claims. After fifty percent (50%) completion, the GRANTEE may decrease the retainage to five percent (5%) providing CONTRACTOR is making satisfactory progress, coupled with such deductions as [GRANTEE / ARCHITECT / ENGINEER] determines are appropriate to cover claims requiring a greater sum to be retained. All payments to the CONTRACTOR shall be made within thirty (30) days of the submission of a Application for Payment, provided said Application for Payment is approved by the GRANTEE. GRANTEE shall not withhold payment except for non-compliance with the terms of this Contract, and the GRANTEE shall not request the CONTRACTOR to perform work outside the scope of this Contract as a condition of receiving payment.

6. TIME FOR COMMENCEMENT AND COMPLETION. The CONTRACTOR agrees to commence, or cause to be commenced, the actual work described in the Scope of Work within ___ consecutive calendar days after the Effective Date. The CONTRACTOR agrees to complete, free of liens or rights of liens of contractors, mechanics, material men or laborers, all work listed above within ___ consecutive calendar days after the Effective Date of this Contract, subject to extensions approved by GRANTEE in writing for the period of any excusable delays (including strikes, acts of God or other reasons beyond the control of the GRANTEE or CONTRACTOR). The CONTRACTOR agrees that time is of the essence in this Contract.

7. INSURANCE. Certificate(s) of Insurance naming the GRANTEE and NACOG as co-insured verifying the minimum coverages as listed below shall be delivered as specified in the Notice of Award prior to issuance of the Notice to Proceed:

- | | | |
|----|---|--|
| 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 |

8. WARRANTY. The CONTRACTOR warrants that all improvements, hardware and fixtures of whatever kind or nature to be installed or constructed on the Property by the CONTRACTOR or the CONTRACTOR'S subcontractors will be of good quality, suitable for their purpose and free from defects in workmanship or materials, or other deficiencies. This is a full warranty extending to the GRANTEE and subsequent GRANTEE(s) of the Property; provided, however, that the warranty set forth in this paragraph shall apply only to deficiencies and defects about which the GRANTEE or subsequent GRANTEE(s) shall have notified

the CONTRACTOR at the address stated above within two years as required by the Arizona State Registrar of Contractors. Manufacturer warranties will apply to any materials or equipment installed.

9. LIQUIDATED DAMAGES. If the CONTRACTOR fails to complete the work within the time specified in Paragraph 6 of this Contract, or within the time to which such completion may have been extended by the GRANTEE in writing, the CONTRACTOR must pay to the GRANTEE the sum of one hundred dollars (\$100) for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which the GRANTEE will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that the GRANTEE will suffer by reason of such delay, and not as a penalty. The GRANTEE will deduct and retain out of the monies which may become due hereunder the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the GRANTEE, the CONTRACTOR shall be liable to pay the difference upon demand by the GRANTEE.

10. TERMINATION. The CONTRACTOR agrees that the GRANTEE shall have the right to declare the CONTRACTOR in default if the CONTRACTOR fails to furnish materials or perform work in accordance with the provisions of this Contract. In such event the GRANTEE shall be responsible for providing written notice to the CONTRACTOR by registered mail of such default. If the CONTRACTOR fails to remedy such default within 15 days of such notice, the GRANTEE shall have the right to select one or more substitute contractors. If the expense of finishing the work exceeds the balance not yet paid to the CONTRACTOR on this Contract, the CONTRACTOR shall pay the difference to the GRANTEE.

11. PARTIES TO CONTRACT. The CONTRACTOR and GRANTEE agree that they are the sole parties to this Contract and are solely responsible for its performance. The parties agree that the United States Department of Housing and Urban Development assumes no liability or responsibility whatsoever for the performance of any term of this Contract.

12. PROJECT GRANT ADMINISTRATOR. The GRANTEE has designated NACOG as grant administrator. The grant administrator shall be empowered to perform all administrative functions as required for management of the grant and verification of compliance with CDBG requirements.

13. 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 Determination # _____ Mod # _
- b. HUD 4010.
- c. Completed LS2, LS3's, LS4's, and LS5's in Labor Standard File.
- d. Signed Certifications.
- e. Contractor's License # ROC _____ Expiration Date _____
- f. Certificate of Insurance.
- g. Bid, Payment and Performance Bonds.

IN WITNESS WHEREOF, the GRANTEE has caused this instrument to be executed by the GRANTEE Manager and attested to by the GRANTEE Clerk and to be executed on the day and year indicated below. The CONTRACTOR has caused this instrument to be executed by a duly authorized representative on the day and year indicated below.

CONTRACTOR:

Signature of Contractor Representative

Date

Name / Title of Contractor Representative

TOWN OF JEROME:

Mayor

Date

Attest:

Town of Jerome Clerk

Approved as to Form:

Town of Jerome Attorney

PART II. General Conditions

1. ASSIGNMENT. The CONTRACTOR agrees not to assign the Contract without written consent of the GRANTEE.

2. CHANGE ORDERS. The CONTRACTOR shall not make any changes in the Scope of Work or the Specifications without written authorization of the GRANTEE.

3. PERMITS AND CODES. The CONTRACTOR agrees to secure all necessary permits required for the performance of this Contract in compliance with applicable local requirements, including local building and housing codes, where applicable, whether or not specified in the Scope of Work or Specifications. Prior to construction, required permit(s) and the Scope of Work shall be posted and available at the job site.

4. AMERICANS WITH DISABILITIES ACT (ADA). CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act (ADA).

5. LEAD-BASED PAINT. The CONTRACTOR agrees to use no lead-based paint in the CONTRACTOR's performance of this Contract, including the performance of any subcontractor. "Lead-based paint" means any paint containing more than six one hundredths of one percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

6. CONDITION OF PREMISES. The CONTRACTOR agrees to keep the premises broom clean and orderly and to remove all debris as needed during the course of the work, in order to maintain work conditions which do not cause health or safety hazards.

7. ACCIDENT PREVENTION. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association of General Contractors of America, and the requirements of the Occupational Safety and Health Administration.

8. DRUG FREE WORKPLACE. The CONTRACTOR shall maintain a Drug Free Workplace for all employees.

9. INSPECTION. The GRANTEE and their designees shall have the right to inspect all the work performed under this Contract. By such inspection, the GRANTEE assumes no responsibility for defective material or work under this Contract or for any breach of this Contract by the CONTRACTOR.

10. GOOD FAITH EFFORT. The CONTRACTOR agrees to provide for the fair utilization of minority/women owned business enterprises in the performance of work on this project and, where a contract is awarded, engage in a "good faith effort" to ensure that minority/women/disadvantaged-owned business enterprises have the maximum opportunity to participate in the performance of work under this Contract.

11. HOLD HARMLESS. The CONTRACTOR agrees to defend, indemnify, and hold the GRANTEE harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the CONTRACTOR'S performance of this Contract. The CONTRACTOR further agrees to protect, defend, and indemnify GRANTEE from any claim by laborers, subcontractors or material men for unpaid work or labor performed or materials supplied in connection with this Contract.

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

12. 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.

13. NON-RESPONSIBILITY OF THE GRANTEE. Indebtedness incurred for any cause in connection with this work must be paid by the CONTRACTOR, and the GRANTEE is hereby relieved at all times from any indebtedness or claims other than payments under contract.

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

15. CONTRACTOR'S RECORDS. CONTRACTOR agrees to keep and maintain all records arising from or relating to this construction Contract, including, but not limited to, receipts from material suppliers and subcontracts, for a period of five years after the date of close out of the grant or resolution of all audit findings of that grant, whichever occurs last. CONTRACTOR further agrees to allow the Arizona Department of Housing, HUD, and/or the Office of the Inspector General or their designated representatives to have access to all such records for review, monitoring, and audit, during normal working hours.

16. PROPERTY RIGHTS IN MATERIAL. Nothing in the Contract shall be construed as vesting in the CONTRACTOR any right of property in the materials used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of the GRANTEE upon being so attached or affixed and accepted.

17. IMMIGRATION COMPLIANCE WARRANTY. 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 verifies the employment eligibility of the employee through the E-Verify program. If CONTRACTOR uses any subcontractors in performance of the Work, 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 Contract that is subject to penalties up to and including termination of the Contract. If state law is amended, the parties may modify this paragraph consistent with state law.

18. SUDAN/IRAN CLAUSE. The CONTRACTOR warrants that it does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. §§ 35-391.06 and 35-393.06, and further acknowledge that any subcontractor who is contracted by CONTRACTOR to perform work pursuant to this Contract shall warrant that they do not have scrutinized business operations in Sudan or Iran.

19. "SECTION 3" COMPLIANCE WITH THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES.

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that 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, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. 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 135.
- e. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

20. MISCELLANEOUS PROVISIONS.

- a. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- b. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other provisions thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

FEDERAL REQUIREMENTS AND FORMS

- **HUD 4010 – Federal Labor Standards Provisions**
- **Wage Rate Decision: AZ20250061 MOD 1, 2/7/2025**
- **LS2 – Contractor’s Certification**
- **LS3 – Subcontractor’s Certification**
- **LS4 – Payroll**
- **LS5 – Statement of Compliance**
- **Section 3 documents**
- **Certifications and Signature Form**

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing and Urban Development

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(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 Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years* thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or 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 maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

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

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

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

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

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

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for 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 this part 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 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be

responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

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

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

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

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

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

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

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom 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. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

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

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

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

C. Health and Safety

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

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

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

(4010.doc)

"General Decision Number: AZ20250061 02/07/2025

Superseded General Decision Number: AZ20240061

State: Arizona

Construction Type: Heavy

County: Yavapai 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: 	· 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: 	· 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>.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025

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

ENGI0012-047 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Compactor/Roller.....	\$ 35.56	18.12

ENGI0012-048 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Drill Rig/Auger.....	\$ 35.56	18.12

ENGI0012-049 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Loader/Front End Loader.....	\$ 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

ENGI0012-058 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Excavator/Trackhoe.....	\$ 36.64	18.12

ENGI0012-059 12/01/2024

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

ENGI0012-061 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Motor Grader/Blade.....	\$ 36.64	18.12

LABO1184-013 06/01/2024

	Rates	Fringes
Laborer: Jackhammer.....	\$ 27.79	8.37

LABO1184-014 06/01/2024

	Rates	Fringes
Laborer: Pipelayer.....	\$ 28.65	8.37

LABO1184-015 06/01/2024

	Rates	Fringes
Power Equipment Operator:		
Forklift.....	\$ 29.62	8.37

LABO1184-016 06/01/2024

	Rates	Fringes
Power Equipment Operator:		
Horizontal Directional		
Drill.....	\$ 30.72	8.37

LABO1184-022 06/01/2024

	Rates	Fringes
Laborer: Asphalt, Includes		
Raker, Shoveler, Spreader and		
Distributor.....	\$ 27.79	8.37

LABO1184-028 06/01/2024

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

LABO1184-034 06/01/2024

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

LABO1184-035 06/01/2024

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

LABO1184-036 06/01/2024

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

LABO1184-042 06/01/2024

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

LABO1184-050 06/01/2024

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

* UAVG-AZ-0005 01/01/2025

	Rates	Fringes
Laborer: Mason Tender.....	\$ 27.79	8.87

 SUAZ2023-011 11/19/2024

	Rates	Fringes
Laborer: General.....	\$ 24.02	3.86
Power Equipment Operator:		
Scraper.....	\$ 32.41	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"



Arizona
Department
of Housing

FORM LS-2

CONTRACTORS CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGES

Recipient: TOWN OF JEROME

Contract No: 122-25

Activity Name: DECEPTION LN. WATER LINE IMPROVEMENTS

1. I, the undersigned, am submitting a bid to (name of recipient): Town of Jerome for the construction of the (name of project): Deception Lane Water Line Improvements, and hereby acknowledge that the following items are included in the bid and will be incorporated by reference into the contract, should I be selected as the contractor for the project.
 - a. Labor Standards Provisions (HUD 4010);
 - b. Wage Decision # AZ20250061 Modification # 1 Bid Open Date: 4/17/25; and that
 - c. The correction of any infractions of the aforesaid conditions, including infractions by any of my sub-contractors and lower tier sub-contractors, is my responsibility.
2. I hereby certify that:
 - 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.
4. 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 #	SAM.gov UEI#	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
\$									

*See Demographic and Trade Code table below for information

Demographic and Trade Codes	
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."



Arizona
Department
of Housing

FORM LS-3

SUB-CONTRACTORS CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGES

Recipient: TOWN OF JEROME

Contract No: 122-25

Activity Name: DECEPTION LN. WATER LINE IMPROVEMENTS

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

(name of contractor or sub-contractor): _____

for (name of project): Deception Lane Water Line Improvements

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 # AZ20250061; Modification # 1 are included in the aforementioned contract or bid.

2. I hereby certify that:

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

3. Further, I certify that:

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

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

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

LS-3 (REV. 11/2019)

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

b. The undersigned is:

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

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

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

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

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>
_____	_____	_____

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

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

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."

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>								ADDRESS						OMB No.: 1235-0008 Expires: 07/31/2024						
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 EXEMPTIONS	WORK CLASSIFICATION	OT	D	M	T	W	TH	F	S	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										/							
			S											/						
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and Federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

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:

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 3729 OF TITLE 31 OF THE UNITED STATES CODE.	

SECTION 3 FORMS

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

NACOG will monitor compliance with such provisions and standards on behalf of the Town of Jerome. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the forms is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please call *Rich Ormond at (928) 445-0211*.

S3B-1 (Section 3 Assurances) – Prime contractor

S3B-2 (Permanent & Project Workforce Breakdown) for prime contractor and all subcontractors.

S3B-3 (Section 3 Business Self-Certification) – If the contractor/subcontractor qualifies as a Section 3 Business. Otherwise: not applicable.

AN SC3 FORM IS NEEDED IF EMPLOYEE IS LOW-INCOME OR LIVES WITHIN 1 MILE OF THE PROJECT (GENERALLY EITHER AN S3C-1A or S3C-1B)

S3C-1A Section 3 Worker Self-Certification Form - filled out by worker if low-income (<80% AMI)

S3C-1B Section 3 Worker Employer Certification Form – filled out by employer if employee is low-income now or at time of hire (if within 5 years)

S3C-1C Targeted Section 3 Worker Self-Certification Form – if YouthBuild participant

S3C-1D Targeted Section 3 Worker Employer Certification Form – if employee lives within 1 mile of the project or employer is a Section 3 business

S3P ONLY NEEDED IF HIRING EMPLOYEES FOR THIS PROJECT

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

S3P-2 Sample Employment Survey (Form)

S3R-1C (Section 3 Contractor Report Form) for each week's payroll (includes subcontractors).

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

(Form revised 7.1.2021)

Section 3 Workforce Breakdown

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

Enter information only in green-shaded cells.

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

ATTACHMENT A - PERMANENT AND PROJECT LABOR FORCE

Recipient Name		This information to be provided by recipient
ADOH Contract Number		This information to be provided by recipient
Activity Number		This information to be provided by recipient
Project Name/Bid Number		This information to be provided by recipient
Contractor or Subcontractor Name		
Section 3 Business		Select yes or no from the dropdown menu. The definition of a Section 3 business is included in Tab 2.

[illegible]

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>
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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					

S3R-1C Instructions

Form S3R-1C includes four tabs and instructions for reporting by contractors to recipients/subrecipients and by subcontractors to contractors.

Tab 1 – Complete this Tab First: collects contractor/subcontractor information, the ADOH Contract Number and Activity Name and/or Number, and the beginning and ending dates of the payroll period. This information is carried forward to Tabs 2, 3, and 4. Tab 1 also requires contractors/subcontractors answer three (3) yes or no questions and provides further instructions on completing Tabs 2, 3, and/or 4.

Tab 2 – Labor Hours: must be completed with each payroll when any labor hours are worked by the contractor and/or subcontractor(s). This form collects information regarding each employee working on the project, whether they are a Section 3 or Targeted Section 3 worker, and the total project labor hours worked during the reporting period. Section 3 totals and percentages are automatically calculated.

Tab 3 – Subcontracts: must be completed when one or more subcontracts are awarded by any contractor during the reporting period. This form collects the Subcontractor Name, Federal ID Number, Address, type of contract (trade, service, professional service, or supply), whether the contracted entity is a Section 3 Business, the date of the contract, and the dollar amount of the contract.

Tab 4 – Qualitative Activities: must be completed when one or more employees were hired for the project workforce by a contractor/subcontractor, and/or if one or more subcontracts were awarded during the reporting period. This form allows contractors/subcontractors to select yes or no from a dropdown menu for specified qualitative activities. Contractors/subcontractors may also describe qualitative activities not specified.



Enter information only in green-shaded cells.

Recipient

ADOH Contract Number

Activity Name and/or Number

Contractor or Subcontractor report

Contractor Name

Section 3 Contractor

Payroll Period Begin Date

Payroll Period End Date

Information to be provided by Recipient.

Information to be provided by Recipient.

Information to be provided by Recipient.

Select contractor or subcontractor from dropdown menu.

Enter the Name of the Contractor or Subcontractor

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

Enter the beginning date of the payroll period being reported.

Enter the ending date of the payroll period being reported.

Select Yes or No from the dropdown menu

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

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

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

If yes, do *not* complete Tab 2 Labor Hours. If no, complete Tab 2 Labor Hours.

If yes, complete Tab 3 Subcontracts and Tab 4 Qualitative Activities (lines 18 through 23 as applicable).

If yes, complete Tab 4 Qualitative Activities (lines 12 through 15 as applicable).

Enter information only in green-shaded cells.

Contractor Name	0
Reporting Period Begin Date	0
Reporting Period End Date	0

Section 3 Workers and Targeted Section 3 workers

Conducted outreach to generate Section 3 worker applicants.

Held one or more job fairs.

Other (describe)

Other (describe)

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

Section 3 Businesses

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

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

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

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

Other (describe)

Other (describe)

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

Enter information only in green-shaded cells.

Contractor Name	0
Reporting Period Begin Date	0
Reporting Period End Date	0

Section 3 Workers and Targeted Section 3 workers

Conducted outreach to generate Section 3 worker applicants.

Held one or more job fairs.

Other (describe)

Other (describe)

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

Section 3 Businesses

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

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

Other (describe)

Other (describe)

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



Enter information only in green-shaded cells.

Contractor Name	0
Reporting Period Begin Date	0
Reporting Period End Date	0

Section 3 Workers and Targeted Section 3 workers

Conducted outreach to generate Section 3 worker applicants.

Held one or more job fairs.

Other (describe)

Other (describe)

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

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

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

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

Other (describe)

Other (describe)

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

CERTIFICATIONS

CIVIL RIGHTS

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

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

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

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract \$10,000 or over)

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

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

PROCUREMENT OF RECOVERED MATERIALS

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

ACCESS TO RECORDS AND RECORDS RETENTION

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

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

CONFLICT OF INTEREST

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

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

ANTI-LOBBYING

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

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

extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

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

CERTIFICATIONS SIGNATURE FORM

Return this page with 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 Name of Official)

(Signature of Official)

(Typed Name of Firm)

(Date)