

CITY OF TOMBSTONE

SENIOR CENTER IMPROVEMENTS

**COMMUNITY DEVELOPMENT BLOCK GRANT
CONTRACT No. 140-22**



**CITY OF TOMBSTONE
613 EAST ALLEN ST.
TOMBSTONE, AZ 85638
BIDS DUE 3 P.M. JUNE 1, 2022**



**CITY OF TOMBSTONE
SENIOR CENTER IMPROVEMENTS
CDBG #140-22
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**CITY OF TOMBSTONE INVITATION TO BID
SENIOR CENTER IMPROVEMENTS PROJECT CDBG #140-22**

The City of Tombstone hereinafter referred to as the City, through a Community Development Block Grant (CDBG) from the State of Arizona Department of Housing (ADOH) will accept bids from qualified firms or individuals with the appropriate license as registered with the Arizona Registrar of Contractors to perform the following services:

Project Description

The City of Tombstone will use \$275,610.00 in FY2022 State Special Projects CDBG funds for Senior Center improvements and administration of the project. Specifically, this project will consist of repairs and upgrades to the Tombstone Senior Center, located in the original 1881 Tombstone Firehouse in the Tombstone Historic District (NRHP No. 66000171). The repairs will include roof replacement, replacement of windows, wood and ceramic tile flooring, new interior and exterior paint, external emergency lighting fixtures, and installation of a backup generator. The improvements must comply with the requirements of the Historic Preservation Commission.

Objective/Scope of Work

The contractor shall furnish all materials, labor, equipment, services, transportation and perform all the work for the City's project known as Senior Center Improvement Project as called for in the plans/specifications. The proposer should prepare a detailed time schedule for completion. This is a Federally-funded project, and the successful proposer will be required to lend all possible assistance in the preparation, investigation and documentation necessary for compliance with all applicable federal Labor Standards/Davis-Bacon and other requirements of ADOH. The successful proposer should be prepared to comply with all local, state and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include 2 CFR 200, Executive Orders and the Arizona Administrative Code.

Bids

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

Sealed bids will be received in the office of the City Clerk, 613 E. Allen St., Tombstone, AZ 85638 until 3 p.m. **on June 1, 2022** at which time all bids received will be opened and the amount of the total bid read aloud. Failure of the proposer to complete all of the bid documents may result in rejection of the Bid. All bids should be identified as "Sealed Bids – Senior Center Improvements, CDBG #140-22."

Copies of the contract documents in electronic format may be obtained at the website of the City of Tombstone, www.cityoftombstoneaz.gov. Bidders are responsible for monitoring the website referenced above for notifications of changes and addenda related to this project.

For correspondence; questions and/or clarifications of the bidding procedure and clarifications; correspondence and/or questions concerning the plans or specs; and for additional information on plan and spec review locations and how to obtain plans and specifications; please contact: Dustin Escapule, Mayor, by May 27, 2022, at 520 457-2202, or by email at mayor@cityoftombstoneaz.gov.

A bid security in the form of a certified check, cashier's check, or bid bond in the amount of five percent (5%) of the bid shall accompany each bid. Bonding companies issuing acceptable bonds in conjunction with this project must hold a certification of authority to transact surety business in Arizona as issued by the Director of the Department of Insurance. All bid security shall be made payable, without condition, to the City of Tombstone. Said bid security shall be considered liquidated damages and shall be forfeited to the City of Tombstone in the event the bid 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 City will conduct a MANDATORY pre-bid conference and site inspection on May 18, 2022 at **10:00 A.M.** Interested bidders are highly encouraged to attend and should meet at Tombstone City Hall, 613 E. Allen St., Tombstone, AZ 85638 which is accessible to persons with disabilities. Individuals with special accessibility needs may contact the City Clerk, at (520) 457-2202 at least seventy-two (72) hours prior to the meeting.

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

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

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

The City of Tombstone is an Affirmative Action/Equal Opportunity Employer.

Instructions to Bidders

Submit one (1) original and two (2) copies of the bid which shall be sealed and filed at the time and place indicated in the Invitation to Bid. Bidders must adhere to the following:

1. Submit Bid Security (Bond or Certified Check)
2. Submit Bid Proposal Form
3. Submit Bid Schedule
4. Utilizing the form provided, identify sub-contractors and material suppliers known when bid is submitted.
5. Utilizing the form provided, submit the LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements. This form is to be signed by the owner or corporate officer of the bidder.
6. Utilizing the form provided, submit the Certifications. This form is to be signed by the owner or corporate officer of the bidder.

Bid Security, Performance Bond and Payment Bond

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

The successful contractor will be required to provide a Performance Bond and Payment Bond equal to one hundred (100%) percent of the contract amount. No substitution or other form of bond will be allowed.

Such bonds shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable and acceptable to the City of Tombstone 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, including Protective Bodily Injury, Personal Property and Automobile Bodily Injury and Property Damage. The contractor will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to the City of Tombstone.

The Certificate of Insurance shall name the City of Tombstone as additional insured. 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 sub-contractor 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.

Award of the Contract

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

Each bidder shall be prepared to provide evidence of his/her experience, qualification and financial ability to carry out the terms of the contract.

All bids shall remain firm for a period of thirty (30) calendar days after the date of the bid opening. Bids may not be modified after submittal. Bidders may withdraw proposals at any time prior to bid opening. No bid may be modified or withdrawn after the bid opening except where the award of the contract has been delayed more than thirty-one (31) days.

The contractor to whom the contract is awarded will be required to execute the contract and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date of receipt of the Notice of Award. The Notice of Award shall be accompanied by the necessary contract documents. If the bidder fails to execute the contract, the City may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the City .

Notwithstanding any delay in the preparation and execution of the formal contract, each bidder shall be prepared to commence work within seven (7) days of receipt of the Notice to Proceed.

Protest Procedure

Bid protests shall be submitted in writing to: Dustin Escapule, Mayor, 613 E. Allen St., Tombstone, AZ 85638 within seventy-two (72) hours of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, ADOH, or others, the City will respond to the protest. The City of Tombstone reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

PROPOSAL CHECK LIST

- ☐ Bid Proposal Form
- ☐ Bid Schedule
- ☐ Bid Bond, Certified Check or Cashier's Check
- ☐ Sub-contractor and Material Suppliers List
- ☐ LS-2 – Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- ☐ Certifications

BID PROPOSAL
City of Tombstone
Senior Center Improvements Project - CDBG #140-22

THIS BID IS SUBMITTED TO:

City of Tombstone
613 E. Allen Street
Tombstone, Arizona 85638
Attn: Dustin Escapule, Mayor

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Town of Tombstone in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and with the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the Town of Tombstone. Bidder will sign and submit the contract with the bonds and other documents required by the bidding requirements within ten (10) days after the date of Notice of Award.

3.01 In submitting this Bid, Bidder represents, as set forth in the Contract, that:

1. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.

Addendum Date.

3. Bidder has visited the Site and become familiar with and is satisfied as to the general and local site conditions that may affect cost, progress, and performance of the Work.
4. Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress and performance of the Work.
5. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all 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 that may affect cost, progress and performance of the Work or that relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

7. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) specified within the Bid and within the times, and in accordance with the other terms and conditions of the Bidding Documents.
8. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
9. Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
10. The Bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
11. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity 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 individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Town of Tombstone.
12. Bidder will complete the Work in accordance with the Contract Documents for the following price(s): _____.

Senior Center Improvements Project

TOTAL BID AMOUNT \$ _____
(Figure)

Dollars

(Use words)

It is the CONTRACTOR's responsibility to verify all quantities required for this Bid. If the Owner decides to decrease or increase the scope of the project, the unit prices indicated on the Bid Schedule will be used to adjust the price. Therefore, it is the CONTRACTOR's responsibility to ensure that unit prices include all aspects of the work including, but not limited to, fees, permits, labor, materials, equipment, and restoration.

Those bid items specifically identified as unit price items will be paid on a basis as determined by the OWNER and CONTRACTOR during construction.

**TOMBSTONE AZ CDBG 140-22
SENIOR CENTER IMPROVEMENTS
BID SCHEDULE**

ITEM NO.	ITEM DESCRIPTION	PRICE
	Roof:	
1	Remove 3,000 SF roof	
2	Replace damaged wood	
3	Construct crickets at bell mounts	
4	Skylights at parapets and scuppers	
5	Torch down roof system	
6	Flashing	
7	Parapet cap	
	Windows:	
8	Remove 6 existing windows & trim	
9	Install 6 new windows	
	Painting:	
10	Painting preparation/cleaning	
11	Painting	
	Flooring:	
12	Remove existing flooring (2900 SF)	
13	Install 1500 SF wood flooring w/vapor barrier underlay in dining hall	
14	Install 1400 SF ceramic tile in offices restrooms and kitchen	
	Lighting:	
15	Install new emergency lighting and battery backups	
	Generator:	
16	Install new 50KW diesel generator	
17	construct and install generator pad (concrete)	
18	Install new automatic transfer switch generator system.	
19	Testing and certification of emergency generator system	
	CONSTRUCTION SUBTOTAL:	\$
	OTHER COSTS:	
	CONSTRUCTION TOTAL:	\$

SUB-CONTRACTORS AND MATERIAL SUPPLIERS LIST

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

Specialty	Sub-contractor/Material Supplier Name	License #

BID BOND
THE CITY OF TOMBSTONE
SENIOR CENTER IMPROVEMENTS
CDBG #140-22

(Penalty of this bond must not be less than 5% of the base bid amount plus alternate)

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned, _____ as Contractor, hereinafter called the Principal, and a corporation duly organized and existing under and by virtue of the laws of the State of Arizona and authorized to do business in the State of Arizona, as Surety, hereinafter called the Surety, are held and firmly bound unto the **CITY OF TOMBSTONE, Arizona** as Owner in the penal sum of _____ dollars (\$_____) for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal has submitted to the **CITY OF TOMBSTONE**, the accompanying Bid Proposal, attached hereto and hereby made as part hereof to enter into a contract in writing for "Sealed Bids – Senior Center Improvements (CDBG 140-22) and is hereinafter referred to as the Bid.

NOW THEREFORE, if the Owner shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such bond or bonds as may be specified in the Bidding or Contract Document with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Bid, then the obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS __ day of _____, 2022.

Principal _____

By _____

Attest: Surety _____

Title _____

Attest By _____

Title _____

CONTRACT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2022, by and between the City of Tombstone, Cochise County, State of Arizona (hereinafter called the "CITY") acting herein by Dustin Escapule, Mayor of the City of Tombstone, hereunto duly authorized, and _____ (hereinafter called the "CONTRACTOR") acting herein by _____, President, hereunto authorized.

WITNESSETH THAT:

The CITY desires to engage the CONTRACTOR to render construction services for the Senior Center Improvement Project, CDBG Contract #140-22.

NOW, THEREFORE the parties do mutually agree as follows:

1. Work

CONTRACTOR shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:

This project will consist of repairs and upgrades to the Tombstone Senior Center, located in the original 1881 Tombstone Firehouse in the Tombstone Historic District (NRHP No. 66000171). The repairs will include roof replacement, replacement of windows, wood and ceramic tile flooring, new interior and exterior paint, external emergency lighting fixtures, and installation of a backup generator. The improvements must comply with the requirements of the Historic Preservation Commission.

2. Access to Information

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

3. Project Manager - Administration

The CITY has designated South Eastern Arizona Governments Organization (SEAGO) as administration project manager. SEAGO shall be empowered to perform all administrative functions as required for management of the project and verification of compliance with ADOH requirements.

4. Contract Times

The work will be completed and ready for final payment within one hundred and twenty (120) calendar days of the date in the Notice to Proceed. The CITY may administratively grant a time extension to this contract time at its discretion, in writing.

5. Liquidated Damages

CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the work is not completed within the time specified. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the CITY if the work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY \$500.00 for each day that expires after the time specified for final completion until the work is complete and ready for final payment.

6. Compensation and Method of Payment

The amount of compensation and reimbursement to be paid hereunder is: _____ Dollars (\$00), the total of the base bid. Originals of the Applications for Payment are to be submitted no later than the first day of the month to Brenda Ikirt, City Clerk, 613 E. Allen Street, Tombstone, AZ 85638, cityhall@cityoftombstoneaz.gov.

The City shall review and verify the percentage, progress and quality of work completed. The City will also submit a copy of the approved Application for Payment to: Keith Dennis, Community Development Program Manager, at kdennis@seago.org.

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

The CITY and CONTRACTOR mutually agree that the CITY will make a progress payment based on the estimate of the work covered by the corresponding Application for Payment, subject to those conditions stipulated below and in other parts of the contract documents.

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

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

The CITY may deduct from each progress payment and final payment an amount equal to the CITY's estimate of the liquidated damages then due or that would become due based on the CITY's estimate of late completion of the work if CONTRACTOR fails to submit and implement a written schedule

recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed to recover schedule.

7. Indemnification

a. CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations and shall exonerate, indemnify and hold harmless the CITY and its employees and officers, SEAGO and the State of Arizona Department of Housing (ADOH) ["Indemnified Parties"] from and for any violation caused by him and shall assume full responsibility for payment of federal, state and local taxes on contributions imposed or required under the Social Security, workers' compensation and income tax laws. This section shall survive any termination of this Agreement.

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

8. Miscellaneous Provisions

a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona and all obligations of the parties created hereunder are performable in Cochise County, Arizona. Venue and jurisdiction for any conflict resolution proceeding, formal or informal, shall occur in Cochise County, Arizona.

b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. In any case one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

- e. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

9. Project Familiarity and Identification of Conflicts

In order to induce the CITY to enter into this Agreement, CONTRACTOR makes the following representation:

- a. CONTRACTOR has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- b. CONTRACTOR has given the CITY a written notice of all conflicts, errors or discrepancies discovered in the contract documents and the written resolution thereof is acceptable to the CONTRACTOR.
- c. CONTRACTOR has examined and carefully studied the contract documents and other related data identified in the bidding documents including any "technical data".
- d. CONTRACTOR is familiar with and satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

10. Insurance

The CONTRACTOR shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rate of A10, or approved by CITY in its sole discretion and licensed to do business in the State of Arizona with policies and forms satisfactory to the CITY.

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

The CONTRACTOR'S insurance shall be primary insurance as respects the CITY, and any insurance or self-insurance maintained by the CITY shall not contribute to it.

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

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

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

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

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the CITY OF TOMBSTONE, its agents, officers, officials and employees as Additional Insured.

REQUIRED COVERAGE

Commercial General Liability

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

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

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

Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000.00 each occurrence with respect to the CONTRACTOR's any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 0001, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances,

materials or wastes are to be transported, MCS 90 endorsement shall be included and **\$5,000,000.00 per accident limits for bodily injury and property damage** shall apply.

Workers' Compensation

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

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

Certificates of Insurance

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

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

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

Cancellation and Expiration Notice

Insurance required herein shall not expire, be cancelled, or materially changed without thirty (30) days prior written notice to the CITY.

11. Timely Submission of Labor Standard Forms

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

12. Contract Documents

The contract documents which comprise the entire agreement between the CITY and the CONTRACTOR concerning the work consist of the following:

This Contract and Exhibit A, Terms and Conditions
Specifications incorporated in the bidding documents
Bidding documents including addenda acknowledged in CONTRACTOR bid
Invitation to Bid
Information for Bidders
Bid Proposal
Bid Bond
Performance Bond
Labor & Material Payment Bond
List of Sub-Contractors
Notice to Proceed
LS-2 Contractor Certification
LS-3 Sub-Contractor Certification
Certifications
Wage Rate Determination as provided in the Bid Document
SLS Form B, Point of Contact Information Sheet
SLS Form C, Professional Firm's Sub-Firm's Certification
SLS Form E, Project Wage Rate Classifications and Additional Classifications
LS-4, Weekly Payroll Reports
LS-5, Statement of Compliance
LS-7, Notice to All Employees
Standard Form 1444, Request to Conform an Additional Classification
LS-14, Fringe Benefits Documentation
LS-15, Authorization for Deductions
LS-17, Certification of Applicable Fringe Benefit Payments
Non-Discrimination Poster
EEO - Certification Poster
EEO – It's the Law Poster
LS-9, Record of Employee Interviews
LS-10, On-Site Inspection Report
LS-11, Labor Standards Investigative Reports
LS-12, Labor Standards Enforcement Report
S3B-1, Section 3 Assurance
S3B-2, Estimated Project Work Force Breakdown
S3B-3, Section 3 Business Self-Certification
S3P-1, JOBS! JOBS! JOBS! Section 3 Notice
S3P-2, Preliminary Resident Eligibility Determination
S3P-3, Employment Survey
S3R-1, Notice Documentation
S3R-2, Business Utilization Report
S3R-3, Applicant and New Hire Employment Report
Environmental Conditions (if any are included)

In the event of any conflict in the provision of these Contract Documents, these respective documents shall prevail.

13. Terms and Conditions

This Agreement is subject to the provisions entitled "Terms and Conditions" attached hereto and incorporated by reference herein as Exhibit A. This Addendum shall be interpreted as if Exhibit A were printed in full herein.

14. Certifications

This Agreement is subject to the provisions entitled "Certifications" which were submitted by the CONTRACTOR in the bid dated _____, 2022 and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

15. Compliance with Immigration Laws and E-VERIFY Requirement.

As mandated by Arizona Revised Statutes ("A.R.S.") Section 41-4401, the CITY is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. Section 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) The CITY must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. Section 23-214(A). Therefore, in signing or performing any Contract (including this Agreement) for the CITY, the Contractor fully understands that:

- a. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A);
- b. A breach of the warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and
- c. The CITY or its designee retains the legal right to inspect the papers or any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph (a).

16. Safety

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

17. Retention of Records

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

18. Independent Contractor

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

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

Approved as to Form:

The City of Tombstone

Ann Roberts, City Attorney

Dustin Escapule, Mayor

ATTEST:

CONTRACTOR:

Brenda Ikirt, City Clerk

, President

(ATTACHED EXHIBIT "A" also to be SIGNED)

EXHIBIT A: TERMS AND CONDITIONS

1. Termination of Contract

- a. If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner his/her obligations under this contract or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate the contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. In such event, all finished or unfinished site or structural improvements, as well as all materials or equipment acquired or stored by the CONTRACTOR under this contract shall, at the option of the CITY, become CITY'S property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

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

2. Sanction, Penalties and Debarment

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

3. Changes

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

4. Personnel

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

5. Assignability

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

6. Reports and Information

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

7. Records Maintenance and Retention

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

8. Findings Confidential

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

9. Copyright

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

10. Compliance with Local Laws

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the state and local governments and the CONTRACTOR shall save the CITY harmless with respect to any damages arising from any tort done by the CONTRACTOR or representatives in performing any of the work embraced by this Contract.

11. Section 3 Compliance with the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name

and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The CONTRACTOR agrees to include this Section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the Sub-Contractor in this Section 3 clause, upon a finding that the Sub-Contractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not sub-contract with any Sub-Contractor where the CONTRACTOR has notice or knowledge that the Sub-Contractor has been found in violation of the regulations in 24 CFR part 135.
- e. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: 1) after the CONTRACTOR is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: 1) preference and opportunities for training and employment shall be given to Indians; and 2) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible but not in derogation of compliance with Section 7(b).

12. Interest of Members of a Governing Body

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

13. Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying

out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the CONTRACTOR shall take appropriate steps to assure compliance.

14. Interest of CONTRACTOR and Employees

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

15. Access for Persons with Disabilities

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

16. Clean Air Act, Clean Water Act

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

17. Federal Labor Standards Provisions

This Agreement is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939.

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

SEAGO will monitor compliance with such provisions and standards on behalf of the City of Tombstone. The successful bidder will be required at a minimum, to complete the following forms in order to comply. A brief explanation of the form and when the form is to be

submitted to SEAGO is listed below. Should you have any questions concerning Federal Labor Standards or the forms to be submitted, please feel free to contact Keith Dennis, SEAGO, at kdennis@seago.org.

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

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

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

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

LS4 Weekly Payroll Report

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

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

- a. Business Owners: This person must be listed in Section 5C of the LS2 or LS3 as an owner, partner or principal, owning at least a bona fide twenty percent (20%) equity interest in the business and must also be able to document the business via a tax ID number. This person must also be actively engaged in the business's management and must not meet the Davis-Bacon definition of a "laborer or mechanic". Relatives of the owner who are not listed in Section 5C must be paid Davis-Bacon and Related Acts wages. A Sub-Contractor who cannot document that the business is bona fide must be listed as an employee on the prime CONTRACTOR's Weekly Payroll Report.
- b. Apprentices: The CONTRACTOR/Sub-Contractor must provide written evidence of the registration of the program with the DOL Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OA) or a state apprenticeship agency recognized by the ETA/OA. For additional information concerning apprentices, please call SEAGO.

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

LS5 Statement of Compliance

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

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

LS7 Notice to All Employees

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

LS15 Authorization for Deductions

This form is to be completed by **each** CONTRACTOR and Sub-Contractor and is to be **submitted to SEAGO one (1) week prior to the first payroll.** Please note that each employee who authorizes payroll deductions for items other than standard state and federal taxes must sign the form. This form may be required again if changes in deductions occur during the construction period.

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

Verification of Fringe Benefit Plan

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

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

OR

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

Pre-construction Conference

The purpose of the pre-construction conference is to provide a forum for SEAGO, the CITY, CONTRACTOR and Sub-Contractors to discuss the technical nature of the construction project and all of the compliance requirements of the Contract.

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

Notice Provisions

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

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

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

Approved as to Form:

The City of Tombstone

Ann Roberts, City Attorney

Dustin Escapule, Mayor

ATTEST:

CONTRACTOR:

Brenda Ikirt, Tombstone City Clerk

, President

LABOR AND MATERIALS BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the _____ day of _____, 2022, to construct the **Senior Center Improvements Project, CDBG 140-22** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void, otherwise it remains in full force and effect.

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

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

Witness our hands this ____ day of _____, 2022.

_____	_____
AGENCY OF RECORD	PRINCIPAL SEAL
_____	BY _____

AGENCY ADDRESS	SURETY
	BY _____

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the ____ day of _____, 2022, to construct the **Senior Center Improvements Project, CDBG #140-22**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal shall faithfully perform and fulfill all of the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extension of the contract with or without notice to the Surety, and during the life of any guaranty required under the contract and also performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; the above obligation is void. Otherwise it remains in full force and effect.

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

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

Witness our hands this _____ day of _____, 2022.

_____	_____
AGENCY OF RECORD	PRINCIPAL SEAL
_____	BY _____

AGENCY ADDRESS	SURETY
	BY _____

NOTICE OF AWARD - CONSTRUCTION

Date

Address

**RE: NOTICE OF AWARD FOR CONSTRUCTION SERVICES FOR THE CITY OF
TOMBSTONE SENIOR CENTER IMPROVEMENTS PROJECT, CDBG #140-22.**

Dear _____,

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

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

- a. Return to the City of Tombstone, hereafter referred to as the OWNER, the enclosed two (2) Construction Agreements. All appropriate documents must be signed by the principals, and corporate seals affixed as appropriate.
- b. Deliver to the OWNER one (1) Performance Bond in the amount of the award.
- c. Deliver to the OWNER one (1) Labor and Material Payment Bond in the amount of the award.
- d. Deliver to the OWNER one (1) Certificate of Insurance. This must meet the minimum requirements in the contract, to include Worker's Compensation. Please ensure the OWNER is designated as additional insured.
- e. The following forms from the Bid Document **must be** submitted to **Keith Dennis**, SEAGO Community Development Program Manager, 1403 W. Hwy 92, Bisbee, AZ 85603 **within ten (10) days of receipt of this letter:**
 - a completed LS-3, CDBG Subcontractor's Certification Form (one for each subcontractor, zip codes must include the last 4 digits, i.e. 85603-1800 and phones include Office, FAX, and Cell;
 - a completed SLS-B, Point of Contact Information Sheet (and one for each subcontractor);
 - a completed SLS-E (Project Wage Rate Classifications & Additional Classifications) Form. Please list all classifications required for the entire project, specifically those not listed in the Wage Rate Decision.

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

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

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

Congratulations, and we look forward to the successful completion of this project. If you require any other information, please contact Keith Dennis at kdennis@seago.org or at (520) 432-5301 x203.

The City of Tombstone
(OWNER)

Dustin Escapule, Mayor

Enclosures: Contracts (2)
C: SEAGO

NOTICE OF NON-AWARD – CONSTRUCTION SERVICES

Date

Contractor/Address

Dear :

RE: NOTICE OF NON-AWARD FOR CONSTRUCTION SERVICES FOR THE CITY OF TOMBSTONE Senior Center Improvements PROJECT, CDBG #140-22.

You are hereby notified that your bid for the above-mentioned CDBG project was considered. On behalf of the City of Tombstone, I regret to inform you that you have not been awarded the contract. However, we very much appreciate your participation. You have the right to protest the decision made by the City. If your firm wishes to protest either informally or formally, the deadline is within seventy-two (72) hours of bid award notification. All comments should be addressed to: Dustin Escapule, Mayor, City of Tombstone, 613 E. Allen Street, Tombstone AZ 85638. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or authorized representative, a detailed statement of legal and factual grounds of the protest including copies of relevant data, and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, ADOH, or others, the City will respond to the protest.

Additionally:

- You MUST exhaust all administrative procedures with the City before you can appeal to the Department of Housing (ADOH), CDBG Program.
- The ADOH's review of the City's procurement process is limited to the following: (All other complaints/protests will be referred directly to the City):
 - Violations of the CDBG program rules ONLY.
 - Violations of the City's own protest procedures for failure to review a complaint or protest. In all instances of a protest, the City will disclose information to the CDBG Program regarding the protest.

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

Sincerely,

Dustin Escapule, Mayor

Enclosure

C: SEAGO

NOTICE TO PROCEED – CONSTRUCTION

Date

Name of President/Owner

Name of Company

Address

City, State Zip Code

Dear _____ :

RE: NOTICE TO PROCEED – Senior Center Improvements PROJECT, CDBG #140-22.

You are hereby notified to commence work on the above referenced project on or before _____, 2022, and shall substantially complete all of the work in accordance with the Contract **within one hundred and twenty days (120)** consecutive calendar days. The Contract provides for an assessment of the sum of \$570, or according to Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction, 2022 Edition, Section 108, Table 108-1, whichever is greater, as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete. Please complete the acceptance portion of this notice and return it as soon as possible. We look forward to completing a successful project with you.

Dated this ____ day of _____, 2022.

By: _____
Dusty Escapule, Mayor.

ACCEPTANCE OF NOTICE

Receipt of the forgoing **Notice to Proceed** is hereby acknowledged this _____ day of _____, 2022.

By: _____
Typed Name/Title

Signature

C: SEAGO

SECTION A

ENVIRONMENTAL CONDITIONS

CITY OF TOMBSTONE

SENIOR CENTER IMPROVEMENTS CDBG #140-22

City of Tombstone
SENIOR CENTER IMPROVEMENTS
CDBG #140-22
ENVIRONMENTAL CONDITIONS

1. Mitigation Measures:

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

2. Required Permits:

All land disturbances of one acre or more require a Construction Stormwater Notice of Intent (NOI) permit from ADEQ, which must be filed by the contractor before construction can begin. Per ADEQ, this project is subject to Cochise County Floodplain Regulations.

3. Endangered Species:

It has been determined there will be no impact to endangered species.

4. Native Plant Protection:

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

ATTACHMENT

Arizona Department of State Office of the Secretary of State

ARIZONA ADMINISTRATIVE CODE

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

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

Historical Note

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

R18-2-605. Roadways and Streets

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

Historical Note

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

R18-2-606. Material Handling

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

Historical Note

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

R18-2-607. Storage Piles

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

R18-2-804. Roadway and Site Cleaning Machinery

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

Historical Note

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

**SECTION B
CDBG
COMPLIANCE BID DOCUMENT**

**CITY OF TOMBSTONE
SENIOR CENTER IMPROVEMENTS
PROJECT**

**CDBG #140-22
(Includes Section 3 Requirements for contracts over
\$100,000)**

SEAGO COMPLIANCE BID DOCUMENT

SECTION I

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

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

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

Regarding Lobbying

Regarding Conflict of Interest

Procurement of Recovered Materials

Civil Rights Provision

Section 503 Clause (Affirmative Action for Handicapped Workers)

Access to Records and Records Retention

Equal Employment Opportunity

Federal Labor Standards Provisions

Section 3



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

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

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

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

LS-2.1

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

b. The undersigned is:

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

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

NAME **TITLE** **ADDRESS**

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

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

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

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

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

Name of Contractor: _____

Signature (**in ink**)

Type or Printed Name

Title

Date and Phones

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

LS-2.2

LS-2 INSTRUCTIONS & HIGHLIGHTS

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

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

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



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

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

(contractor or sub-contractor):

for (name of project): _____

for (nature of work): _____

in the amount of \$_____ certify that:

a. The Labor Standards Provisions (HUD 4010) are included in the aforementioned contract or bid;

b. Wage Decision # _____ are included in the aforementioned contract or bid.

2. I hereby certify that:

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

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

3. Further, I certify that:

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

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

* See Demographic and Trade Code table below for information

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

b. The undersigned is:

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

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

NAME

TITLE

ADDRESS

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

NAME

ADDRESS

NATURE OF INTEREST

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

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

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

a. Name of Contractor: _____

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

c. Typed or Printed Name:

d. Title: _____

e. Date: _____

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

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

LS-3 INSTRUCTIONS & HIGHLIGHTS

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

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

CERTIFICATIONS AND PROVISIONS

City of Tombstone Senior Center Improvements CDBG #140-22

Sign and submit with Bid.

CIVIL RIGHTS

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

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

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

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

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

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

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

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

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

one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
 - a. Recruitment, advertising and job application procedures;
 - b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

- c. Rates of pay or any other form of compensation and changes in compensation;
 - d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
 - e. Leaves of absence, sick leave or any other leave;
 - f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
 - g. Activities sponsored by the contractor including social or recreational programs; and
 - h. Any other term, condition or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
 5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against

individuals with physical or mental disabilities.

6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

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

ACCESS TO RECORDS AND RECORDS RETENTION

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

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

CONFLICT OF INTEREST

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

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

ANTI-LOBBYING

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

FEDERAL LABOR STANDARDS PROVISIONS

The undersigned agrees:

1. To abide by the Davis Bacon Act, Copeland Anti-Kickback Act and Contract Work Hours and Safety Standards Act;
2. To post the Wage Rate Determination (WRD) at the project work site;
3. To request additional classifications when not included in the WRD;
4. To submit weekly payrolls and retain all payroll and other basic records for at least five years after the completion of the project;
5. To provide applicable fringe benefits in cash or appropriate plans in writing to all employees;
6. To allow interviews to be conducted during working hours;
7. That apprentice employees paid below the WRD are under a bona fide apprenticeship program registered with the U.S. Department of Labor;

8. That trainee employees will be paid the appropriate wages stated within classification as stated in the WRD;
9. That the undersigned is eligible to receive federally funded contracts and will not subcontract with any ineligible contractors or firms;
10. That no employee will be discharged due to the employee's involvement of complaints, proceedings and testimony, to include protection of the identity of confidential sources (employees who make complaints) and prevention of unwarranted invasions of privacy;
11. That all hours over the 40 hours per week limit will be paid at no less than one and one half time the basic hourly rate of pay;
12. That there will be no unsafe, unsanitary, or hazardous conditions on the work site;
13. To follow **ALL** the components of the Federal Labor Standards Provisions

SECTION 3

The premise of Section 3 is that if federal funds are being used to improve or aide a low to very low income area, then efforts must be made to hire the residents of these areas to work on the project; thereby improving the quality of life in the community and that of the individuals or families that live in them. **This is a Section 3 project and therefore all Section 3 regulations and requirements WILL be complied with.**

CERTIFICATIONS SIGNATURE

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying and Federal Labor Standards) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Typed Name of Official)

(Signature of Official)

(Typed Name of Firm)

(Date)

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of apprentice programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

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

(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 contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

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

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

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

City of Tombstone

Senior Center Improvements, CDBG #140-22

WAGE RATE DETERMINATIONS

**AZ 20220023 BUILDING
04/08/2022**

"General Decision Number: AZ20220023 04/08/2022

Superseded General Decision Number: AZ20210023

State: Arizona

Construction Type: Building
BUILDING CONSTRUCTION, Includes Building Construction on
Treatment Plants and on Industrial Sites
(Chemical/Processing/Manufacturing Plants, Power Plants,
Refineries, Nuclear Plants, Etc.)

County: Cochise County in Arizona.

BUILDING CONSTRUCTION PROJECTS (does not include single
family
homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are
generally
required to pay at least the applicable minimum wage rate
required under Executive Order 14026 or Executive Order
13658.

Please note that these Executive Orders apply to covered
contracts entered into by the federal government that are
subject to the Davis-Bacon Act itself, but do not apply to
contracts subject only to the Davis-Bacon Related Acts,
including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$15.00 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 2022.
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—	
If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay
all	covered workers at least
extended on or after January	\$11.25 per hour (or the
30, 2022:	applicable wage rate
listed	on this wage
determination,	if it is higher) for all
	hours spent performing on
	that contract in 2022.
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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 <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022
2	04/08/2022

BRAZ0003-009 07/01/2021

	Rates	Fringes
BRICKLAYER.....	\$ 31.68	8.90

ZONE PAY:

(Radius miles from the intersection of Central Ave. and Washington St., Phoenix, AZ)

Zone A: 0-60 miles- Base Rate
Zone B: 61-75 miles- Base Rate plus \$2.00 per hour
Zone C: 75-100 miles- Base Rate plus \$3.00 per hour
Zone D: 101-200 miles- Base Rate plus \$3.50 per hour
Zone E: Over 200 miles- Base Rate plus \$6.50 per hour

CARP1327-001 07/01/2019

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 26.24	8.86

ELEC0570-007 12/01/2021

	Rates	Fringes
ELECTRICIAN (Including Alarm Installation and Low Voltage Wiring).....	\$ 29.49	18%+6.00

ZONE DEFINITIONS-

Zone A: the area within a thirty-nine (39) mile radius
from

a base point at the Tucson Town Hall.

Zone B: 40 to 74 mile radius from the town hall in
Tucson- an

additional \$ 3.50 per hour

Zone C: 75 mile radius from the town hall in Tucson to
the

outer limits of the geographic jurisdiction- an
additional

\$ 7.50 per hour

ENGI0428-003 06/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR (CRANE)		
(2) under 15 tons.....	\$ 31.86	12.12
(3) 15 tons to 100 tons, Tower Crane.....	\$ 32.94	12.12
(4) 100 tons and over.....	\$ 33.97	12.12

IRON0075-002 04/01/2021

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 28.80	19.35

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson

Zone 2: 050 to 100 miles - Add \$4.00

Zone 3: 100 to 150 miles - Add \$5.00

Zone 4: 150 miles & over - Add \$6.50

LABO1184-010 06/01/2021

	Rates	Fringes
LABORER (MASON TENDER-BRICK).....	\$ 21.63	6.27

* PAIN0086-006 06/30/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER		
ZONE A.....	\$ 23.55	7.49
ZONE B.....	\$ 27.05	7.49

ZONE PAY:

 ZONE A: Free Zone: A distance of 0 to 100 miles from the
old
 Phoenix courthouse.

 ZONE B: A distance of 101 miles and over from the old
Phoenix
 courthouse: \$3.50 per hour over ZONE A

ROOF0135-001 11/01/2021

	Rates	Fringes
ROOFER (Includes Installation of Metal Roofs).....	\$ 17.63	7.15

* SUAZ2012-012 05/30/2012

	Rates	Fringes
CARPENTER, Excludes Drywall		

Hanging.....	\$ 17.92	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 17.71	2.60
FLOOR LAYER: Hardwood and Resilient Flooring.....	\$ 17.98	6.50
GLAZIER.....	\$ 28.00	0.00
LABORER: Common or General.....	\$ 12.50 **	2.76
LABORER: Landscape & Irrigation.....	\$ 9.31 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.05	1.49
OPERATOR: Backhoe.....	\$ 14.00 **	1.80
PAINTER: Brush, Roller and Spray.....	\$ 16.13	0.00
PIPEFITTER.....	\$ 22.21	6.12
PLUMBER.....	\$ 22.75	0.00
SHEET METAL WORKER.....	\$ 18.68	4.91
SPRINKLER FITTER (Fire Sprinklers).....	\$ 16.48	2.94
TILE SETTER.....	\$ 15.93	0.45

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

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** Workers in this classification may be entitled to a
higher
minimum wage under Executive Order 14026 (\$15.00) or 13658

(\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

=====
=====

END OF GENERAL DECISION

SEAGO COMPLIANCE BID DOCUMENT

SECTION II

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

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

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

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

LS-4: Weekly Payroll Reports – Contractor/Subcontractor must submit a completed payroll report documenting the hours and pay rate of its employees, within seven days of the end of each work week. Copies of time cards or time sheets SIGNED by employees, verifying dates and hours documented are correct, may also be required. HUD 4010 states that failure to submit payrolls in a timely manner can be grounds for withholding funds and being placed on debarment by the Department of Labor (DOL). **FEDERAL FUNDS WILL NOT BE RELEASED UNTIL RECEIVED AND VERIFIED BY ADOH/SEAGO.**

LS-5: Statement of Compliance – Contractor/Subcontractor must submit a completed statement of compliance **along with each weekly payroll report.** HUD 347 requires

documentation that appropriate fringe benefits (predetermined by DOL) are paid in cash or to a plan, in addition to payment of minimum rates stated in the WRD. Falsification of the LS-5 is grounds for civil and/or criminal prosecution.

NOTE: If someone other than the owner will be certifying payrolls (signing the LS-5), a letter authorizing the individual (by name and title) and signed by the owner, must accompany the first payroll submission.

LS-7: Notice to All Employees – Notice must be **posted** at the job site. Notice outlines employee's rights, i.e., as minimum wage, overtime, apprentices, name of compliance officer, as required by FLSA.

Standard Form 1444 (SF-1444), Request For Authorization of Additional Classification(s) and Rate – To request additional job classification(s) not included in the current Wage Rate Determination (WRD) for this project. If additional job classifications are needed, this form must be completed and submitted to SEAGO **prior to but no later than the 1st payroll**.

LS-15: Authorization for Deductions –To authorize deductions from employee's paycheck for other than required state/federal taxes. Employees must sign prior to the deduction and form must be submitted to SEAGO **prior to but no later than with employees' first payroll**. **FUNDS WILL NOT BE RELEASED UNTIL RECEIVED AND VERIFIED BY SEAGO.**

SLS-17: Certification for Applicable Fringe Benefit Payments – To document fringe benefits plan(s) information. Copies of remittances/invoices/ statements documenting the contribution for each employee must accompany the SLS-17. Form must be submitted to SEAGO **prior to but no later than with employees' first payroll**. **FUNDS WILL NOT BE RELEASED UNTIL RECEIVED AND VERIFIED BY SEAGO.**

Discrimination Poster – Required by the Arizona Attorney General's Office, Civil Rights Division and Governor's Office of Housing Development to be **posted** at all federally funded job sites.

EEO Certification Poster – Required by the Arizona Housing and Urban Development and

Governor's Office of Housing Development to be **posted** at all federally funded job sites and filled in with: **Employer's Name and Address; Equal Employment Opportunity Officer and/or Complaints Officer.**

EEO is the Law – Required by federal law to be **posted** on all job sites.

Section 3 Requirements: The premise of Section 3 is that if federal funds are being used to improve or aide a low to very low income area, then efforts must be made to higher the residents of these areas to work on the project; thereby improving the quality of life in the community and that of the individuals or families that live in them. **Section 3 regulations and requirements must be complied with.**

- **S3B-1:** Section 3 Assurance – Provides assurance that the Contractor/ Subcontractor will comply with Section 3 requirements. **Complete, sign and submit as part of the bid package or within 3 days following award of contract.**
- **S3B-2,** Permanent and Project Work Force Breakdown – Identifies additional positions needed to complete the Section 3 covered project. **Complete, sign and submit as part of the bid package or within 3 days following award of contract.**
- **S3B-3,** Section 3 Business Self-Certification – Required in order to qualify as Section 3 business concern. **Complete, sign and submit as part of the bid package, or within 3 days following award of contract. If you DON'T qualify, submit with N/A filled in.**
- **S3C-1A,** Worker Self-Certification – Signed by worker to certify that he/she meets the definition of a Section 3 Worker.
- **S3C-1B,** Worker Employer Certification Form - Signed by employer to certify that the employee meets the definition of a Section 3 Worker.
- **S3C-1C,** Targeted Section 3 Worker Self-Certification- Signed by worker to certify that he/she meets the definition of a Targeted Section 3 Worker.
- **S3C-1D,** Targeted Section 3 Worker Employer Certification- Signed by the employer to certify that the employee meets the definition of a Targeted Section 3 Worker.
- **S3P-1,** Section 3 Notice of Employment and Training Positions Available – When hiring additional help, post at public housing facilities, facilities providing assisted housing, social services agencies, i.e. Headstart, WIC, AFDC; City/County halls or county buildings, employment offices, commonly used locations, i.e. libraries, post offices, grocery stores, employment offices, etc.; and job site.
- **S3P-2:** Employment Survey – The Grantee should work with the PHA or other social service agencies to distribute the Survey to determine if there may be qualified persons with the necessary skills.
- **S3R-1C,** Contractor Report Form- Reporting required by Contractor. Detailed instructions are provided in Tab 1 of the Excel Spreadsheet on page 104 of this document.

SEAGO LABOR STANDARDS – FORM B (SLS-B)

POINT OF CONTACT INFORMATION SHEET
(Engineers, Architects, Contractors, Subcontractors, etc.)

1. Name of Firm/Corporation/Company: _____

2. Name, Title, Address, Phone/Cell Numbers of Project Manager:

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

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

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

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

SLS-B

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

Project Name & CDBG #: Senior Center Improvements					Wage: AZ9 Building	
Name of Contractor, Point of Contact, Phones: _____ _____						
Name of Employee	Classification (As listed in WRD)	Rate of Pay	Fringe Benefit	Total	Deducted for F.B. Plan	Total Rate of Pay per Hour
Name of Employee	Additional Classifications (Not list in WRD)	Rate of Pay	Fringe Benefit	Total*	Deducted for F.B. Plan	Total Rate of Pay per Hour
How rate was determined:						
*TOTAL CANNOT BE LOWER THAN THE LOWEST SKILLED CLASSIFICATION IN PROJECT WRD						

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

SLS-E

LS-4 - PAYROLL REPORT

NAME OF CONTRACTOR () OR SUBCONTRACTOR ()										ADDRESS											
PAYROLL NO.		FOR WEEK ENDING				PROJECT AND LOCATION City of Tombstone-Senior Center Improvements								PROJECT/CONTRACT NO. 140-22							
(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	No. of WH Exe m	(2) WORK CLASSIFICATION	O T or ST	(3) DAY AND DATE						(4) TOTAL HOURS	(5) RATE OF PAY	(6) GROSS AMOUNT EARNED	(7) DEDUCTIONS						(8) NET WAGES PAID		
				HOURS WORKED EACH DAY																	
			O																		
			S																		
			O																		
			S																		
			O																		
			S																		
			O																		
			S																		
			O																		
			S																		

GRANTEE USE ONLY		
Date Received: _____	Date Reviewed: _____	Reviewed By: _____
Grantee Name: City of Tombstone		CDBG Contract No: 140-22

LS-5 - STATEMENT OF COMPLIANCE

Date _____

I, _____
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
on the _____
(Contractor or subcontractor) (Building or work)
that during the payroll period commencing on the _____ day of _____,
20____, and ending the _____ day of _____, 20 _____,
all persons employed on said project have been paid the full weekly wages earned, that
no rebates have been or will be made either directly or indirectly to or on behalf of said
_____ from the full weekly wages earned by
(Contractor or subcontractor)

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

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

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

(4) That:

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

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

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

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

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

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

Contractors Who Pay All Required Fringe Benefits

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

Contractors Who Pay No Fringe Benefits

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

Use of Section 4(c), Exceptions

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX
SERVICE CONTRACT
CONSTRUCTION CONTRACT

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

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

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

1. TO: ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210		2. FROM: (REPORTING OFFICE)		
3. CONTRACTOR				4. DATE OF REQUEST
5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (if APPLICABLE) (SERVICE CONTRACT ONLY)
10. SUBCONTRACTOR (IF ANY)				
11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)				
12. LOCATION (CITY, COUNTY AND STATE)				
13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION				
NUMBER:		DATED:		
a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (Service contracts only) (Use reverse or attach additional sheets, if necessary)			b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS
14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)			15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE	
16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE		TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. AGREE DISAGREE	

TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))

THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send 3 copies to the Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE

TITLE AND COMMERCIAL TELEPHONE NUMBER DATE SUBMITTED

Activity No: 2 Activity Name: Senior Center Improvements

SLS-17 – CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

NAME OF CONTRACTOR/SUBCONTRACTOR: _____

Provide the name, address, and telephone number of each Plan for fringe benefits provided. If plans differ between classifications, use separate forms and specify the classification.

1. Health and Welfare:
Address:
Plan #, Group #, etc.:
Phone/FAX Numbers:
Point of Contact:
2. Pension/401K:
Address:
Plan #, Group #, etc.:
Phone/FAX Numbers:
Point of Contact:
3. Dental/Vision:
Address:
Plan #, Group #, etc.:
Phone/FAX Numbers:
Point of Contact:
4. Supplemental (AFLAC, etc.):
Address:
Plan #, Group #, etc.:
Phone/FAX Numbers:
Point of Contact:

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

Signature

Date

Typed Name/Title

SECTION 3 REQUIREMENTS

SECTION 3 CLAUSE

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

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

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

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

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

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

THIS DOCUMENT AND A COMPLETE PERMANENT AND PROJECT WORKFORCE BREAKDOWN SPREADSHEET (FORM S3B1) MUST BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS

SECTION 3 ASSURANCES (FORM S3B-1)

Name of Official Representative: _____

Business/Contractor Name: _____

Project Name or Bid Number : _____

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

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

Signature

Date

Grantee: City of Tombstone CDBG Contract No: 140-22
Activity No: 2 Activity Name: Senior Center Improvements

S3B-2 PERMANENT and PROJECT WORKFORCE BREAKDOWN
Click on icon below to open



S3B-2 Permanent
and Project Workforc

S3B-2

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: _____

Check the applicable box below:

☐ 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: _____

Check the box below:

☐ 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: _____

Check the box below:

☐ 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: _____

Check box below:

☐ 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: _____

S3C-1C

TARGETED SECTION 3 WORKER EMPLOYEE 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: _____

Check box below:

☐ 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 verylow 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:

Title _____ Number _____

Minimum Qualifications:

Grantee: City of Tombstone CDBG Contract No: 140-22
Activity No: 2 Activity Name: Senior Center Improvements

Training and apprenticeship positions that will be available:

Title _____ Number _____

Minimum Qualifications:

For further information, including requests relating to accessibility needs, please contact:
Keith Dennis, Southeastern Arizona Governments Organization Program Manager, 1403 W.
Highway 92, Bisbee, AZ 85603, 520 366-6015, kdennis@seago.org.

SAMPLE EMPLOYMENT SURVEY (FORM S3P-2)

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

The City of Tombstone 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 City of Tombstone will be hiring additional staff and/or contractors in the near future to do various types of construction and related work. The City of Tombstone 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 Ron Robinson at 520 394-2229.

Return this form to: City of Tombstone, 613 E. Allen St., Tombstone, AZ 85638.

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:

Check the applicable boxes below:

- ☐ 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: _____

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

Job Category	I would like training in this area ✓	Length of experience: 0-3 months. ✓	Length of experience: 4-6 months. ✓	Length of experience: 7 mo-1 year. ✓	Length of experience: More than 1 year. ✓
Plumbing					
Carpentry					
Roofing					
Painting					
Interior					
Exterior					
Sewer					
Sprinklers					
Plant Lawns					
Tree Pruning					
Tree cutting					
Stump Removal					
Drywall					
Tile flooring					
Carpet Laying					
Insulation					
Brick Layer					
Electrician					
Residential					
Commercial					
Laborer					
Cement Mason					

Grantee: City of Tombstone CDBG Contract No: 140-22
Activity No: 2 Activity Name: Senior Center Improvements

S3R-1C SECTION 3 CONTRACTOR REPORT FORM
Click on icon below to open



S3R-1C Section 3
Contractor Report Fo

SEAGO COMPLIANCE BID DOCUMENT

SECTION III

LABOR STANDARDS VERIFICATION ITEMS

The forms listed below are not included herein, but **ARE CONSIDERED PART OF THE OVERALL CONTRACT DOCUMENT**. These forms are used by SEAGO only to verify Contractor's/Subcontractor's labor standards compliance or to conduct Labor Standards Enforcement during construction.

LS-6: Pre-Construction Conference Report – Items required by the State to be discussed during the pre-construction conference.

LS-8: Construction Status Report – Informs the State when construction will begin and end and to stop sending WRDs.

SF1445/LS-9: Record of Employee Interview – Verify that the contractor is paying its employees

Davis- Bacon wages, overtime pay, fringe benefits, appropriate deductions, no kickbacks, safe working conditions, no discrimination, etc. At least 75% of all employees (contractor and subcontractors) will be interviewed the first and last month of construction—more often if there are problems, non-consistencies, non-compliance, etc. with the project or paperwork.

LS-10: On-site Inspection Report – Determine whether the WRD, Notice to Employees and Equal Employment Opportunity Non-Discrimination poster are posted in a visible place to the Contractor's/Subcontractor's employees.

LS-11: Labor Standards Investigation Report – Investigate a potential or alleged violation of federal labor standards.

LS-12: Labor Standards Enforcement Report – Report findings of willful non-compliance and underpayment, based on the LS-11 report, to the Department of Labor.

LS-14: Fringe Benefit Documentation Form – Verify reported fringe benefit plans.

SECTION C

PLANS and SPECIFICATIONS

CITY OF TOMBSTONE SENIOR CENTER IMPROVEMENTS

CDBG #140-22

Protector™ Series

GENERAC®

Diesel Generator Set

Protector™

1 of 18

INCLUDES:

- Two Line LCD Multilingual Digital Evolution™ Controller (English/Spanish/French/Portuguese) with external viewing window for easy indication of generator status and breaker position.
- Isochronous electronic governor
- Sound attenuated aluminum enclosure
- Smart battery charger
- UV / Ozone resistant hoses
- $\pm 1\%$ voltage regulation
- Integrated base tank options are available with run times over 90 hours without having to refuel*
- Five year limited warranty
- UL 2200 / UL142 / ULC S601 Listed
- Meets code requirements for external vent and fill

Meets EPA Emission Regulations
CA/MA Emissions Compliant

* Time calculated at one-half maximum kW output.

Standby Power Rating

Model RD015 - 15 kW 60 Hz
Model RD020 - 20 kW 60 Hz
Model RD030 - 30 kW 60 Hz
Model RD048 - 48 kW 60 Hz (single-phase only)
Model RD050 - 50 kW 60 Hz (three-phase only)



QUIET-TEST.



*Assembled in the USA using domestic and foreign parts

FEATURES

- **INNOVATIVE DESIGN & PROTOTYPE TESTING** are key components of GENERAC'S success in "IMPROVING POWER BY DESIGN." But it doesn't stop there. Total commitment to component testing, reliability testing, environmental testing, destruction and life testing, plus testing to applicable CSA, NEMA, EGSA, and other standards, allows you to choose GENERAC POWER SYSTEMS with the confidence that these systems will provide superior performance.
- **TEST CRITERIA:**
 - ✓ PROTOTYPE TESTED
 - ✓ NEMA MG1-22 EVALUATION
 - ✓ SYSTEM TORSIONAL TESTED
 - ✓ MOTOR STARTING ABILITY
- **TRUE POWER™ ELECTRICAL TECHNOLOGY:** Superior harmonics and sine wave form produce less than 5% Total Harmonic Distortion for utility quality power. This allows confident operation of sensitive electronic equipment and micro-chip based appliances, such as variable speed HVAC systems.
- **MOBILE LINK® CONNECTIVITY:** FREE with all Protector Series Home standby generators, Mobile Link Wi-Fi allows users to monitor generator status from anywhere in the world using a smartphone, tablet, or PC. Easily access information such as the current operating status and maintenance alerts. Users can connect an account to an authorized service dealer for fast, friendly, and proactive service. With Mobile Link, users are taken care of before the next power outage.
- **SOLID-STATE, FREQUENCY COMPENSATED VOLTAGE REGULATION:** This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine. Digital voltage regulation at $\pm 1\%$.
- **SINGLE SOURCE SERVICE RESPONSE** from Generac's extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.
- **GENERAC TRANSFER SWITCHES:** Long life and reliability are synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is that the GENERAC product line includes its own transfer systems and controls for total system compatibility.

15 • 20 • 30 • 48 • 50 kW
Application and Engineering Data
GENERATOR SPECIFICATIONS

Type	Synchronous
Rotor Insulation Class	H (15 & 20 kW) or F (30, 48, & 50 kW)
Stator Insulation Class	H
Telephone Interference Factor (TIF)	<50
Alternator Output Leads 1-Phase	Three wire
Alternator Output Leads 3-Phase	Six wire
Bearings	Single Sealed Cartridge
Coupling	Direct, Flexible Disc
Excitation System	Direct
Total Harmonic Distortion	< 5%

VOLTAGE REGULATION

Type	Electronic
Sensing	Single-phase
Regulation	± 1%
Features	Adjustable voltage & gain

GOVERNOR SPECIFICATIONS

Type	Electronic isochronous
Steady State Regulation	± 0.25%

ELECTRICAL SYSTEM

Battery Charge Alternator	50 amp (15 & 20 kW), 65 amp (30 kW), and 50 amp (48 & 50 kW)
Static Battery Charger	2 amp
Recommended Battery (battery not included)	Group 27F, 700 CCA Group 31, 925 CCA batteries can also be used with 30kW units
System Voltage	12 volts

ALTERNATOR SPECIFICATIONS

Revolving field heavy duty generator
Directly connected to the engine
Operating temperature rise 120 °C above a 40 °C ambient
Class H insulation is NEMA rated
Class F insulation is NEMA rated
All models fully prototype tested

ENCLOSURE FEATURES

Aluminum weather protective enclosure	Provides protection against mother nature. Electrostatically applied textured epoxy paint for added durability.
Enclosed critical grade muffler	Quiet, critical grade muffler is mounted inside the unit to prevent injuries and maximize sound dampening.
Small, compact, attractive	Makes for an easy, eye appealing installation.
SAE	Sound attenuated enclosure ensures quiet operation.

15 • 20 • 30 • 48 • 50 kW

Application and Engineering Data

ENGINE SPECIFICATIONS: 15 & 20 kW

Make	Mitsubishi
Model	In-line
Cylinders	4
Displacement (Liters)	2.5
Bore (in / mm)	3.46 / 88
Stroke (in / mm)	4.06 / 103
Compression Ratio	22:1
Intake Air System	Naturally aspirated
Cylinder Head Type	Cast iron OHV
Piston Type	Aluminum

ENGINE SPECIFICATIONS: 30 kW

Make	Perkins
Model	In-line
Cylinders	4
Displacement (Liters)	2.2
Bore (in / mm)	3.30 / 84
Stroke (in / mm)	3.94 / 100
Compression Ratio	23.3:1
Intake Air System	Turbocharged / aftercooled
Cylinder Head Type	Cast iron OHV
Piston Type	Aluminum

ENGINE SPECIFICATIONS: 48 & 50 kW

Make	Mitsubishi
Model	In-line
Cylinders	4
Displacement (Liters)	3.3
Bore (in / mm)	3.70 / 94
Stroke (in / mm)	4.72 / 120
Compression Ratio	19:1
Intake Air System	Turbocharged / Aftercooled
Cylinder Head Type	Cast iron OHV
Piston Type	Aluminum

ENGINE LUBRICATION SYSTEM

Oil Pump Type	Gear
Oil Filter Type	Full flow spin-on canister
Crankcase Capacity (quarts / Liters)	6.87 / 6.5—15 & 20 kW 11.2 / 10.6 —30 kW 11.6 / 11—48 & 50 kW

ENGINE COOLING SYSTEM

Water Pump	Pre-lubed, self-sealing
Fan Speed (rpm)	2,376—15 & 20 kW 1,980—30 kW 2,340—48 & 50 kW
Fan Diameter (in / mm)	18.11 / 460 (15 & 20 kW) 18.1 / 460 (30 kW) 17 / 431.8 (48 & 50 kW)
Fan Mode	Pusher

FUEL SYSTEM

Fuel Type	Ultra low sulfur diesel fuel
Fuel Pump Type	Mechanical engine driven gear
Injector Type	Mechanical
Fuel Supply Line (mm / in)	7.94 / 0.31 (ID)
Fuel Return Line (mm / in)	N/A—15 & 20 kW 4.76 / 0.19 (ID)—30 kW 7.94 / 0.31 (ID)—48 & 50 kW
Fuel Specification	ASTM
Fuel Filtering (microns)	6—15 & 20 kW 25—30 kW 6—48 & 50 kW

WEIGHTS AND DIMENSIONS

kW size	Tank size	Weight (lb / kg)	Dimensions (L x W x H) (in / cm)
15 kW	32 Gal	1,528 / 693	81 x 31 x 51 / 206 x 79 x 129
	95 Gal	1,757 / 797	81 x 31 x 61 / 206 x 79 x 165
20 kW	32 Gal	1,528 / 693	81 x 31 x 51 / 206 x 79 x 129
	95 Gal	1,757 / 797	81 x 31 x 61 / 206 x 79 x 165
30 kW	57 Gal	1,857 / 842	95 x 35 x 59 / 241 x 89 x 150
	132 Gal	2,070 / 939	95 x 35 x 68 / 241 x 89 x 173
48 & 50 kW	57 Gal	2,215 / 1,102	95 x 35 x 57 / 241 x 89 x 145
	132 Gal	2,429 / 1,102	95 x 35 x 66 / 241 x 89 x 168

15 • 20 • 30 • 48 • 50 kW

Application and Engineering Data

TANK SPECIFICATIONS

kW size		Total Capacity		Usable Capacity		Run Time at 1/2 Load (hrs)
15 kW	32 Gal Tank (gal / L)	33.5 / 127		32 / 121		39
	95 Gal Tank (gal / L)	98.5 / 372.9		95 / 359.6		115.8
20 kW	32 Gal Tank (gal / L)	33.5 / 127		32 / 121		31
	95 Gal Tank (gal / L)	98.5 / 372.9		95 / 359.6		92.2
30 kW	57 Gal Tank (gal / L)	61 / 233		57 / 215		41.6
	132 Gal Tank (gal / L)	138.5 / 524		132 / 500		96.4
48 & 50 kW	57 Gal Tank (gal / L)	62 / 234.7		57 / 215		28.2
	132 Gal Tank (gal / L)	138.5 / 524		132 / 500		65.3

GENERATOR OUTPUT VOLTAGE / KW-60 HZ

		kW (Standby)	Amp (Standby)	kW (Prime)	Amp (Prime)	CB Size
RD015	120 / 240 V, 1Ø, 1.0 pf	15	62	12	50	70
	120 / 208 V, 3Ø, 0.8 pf	15	52	12	42	60
	120 / 240 V, 3Ø, 0.8 pf	15	45	12	36	50
RD020	120 / 240 V, 1Ø, 1.0 pf	20	83	16	67	100
	120 / 208 V, 3Ø, 0.8 pf	20	69	16	56	80
	120 / 240 V, 3Ø, 0.8 pf	20	60	16	48	70
RD030	120 / 240 V, 1Ø, 1.0 pf	30	125	24	100	150
	120 / 208 V, 3Ø, 0.8 pf	30	104	24	83	125
	120 / 240 V, 3Ø, 0.8 pf	30	90	24	72	100
	277 / 480 V, 3Ø, 0.8 pf	30	45	24	36	50
RD048 RD050	120 / 240 V, 1Ø, 1.0 pf	48	200	38.4	183	200
	120 / 208 V, 3Ø, 0.8 pf	50	173	40	153	200
	120 / 240 V, 3Ø, 0.8 pf	50	150	40	132	175
	277 / 480 V, 3Ø, 0.8 pf	50	75	40	66	90

SURGE CAPACITY IN AMPS

		Voltage Dip @ < 0.4 pf	
		15%	30%
RD015	120 / 240 V, 1Ø	53	129
	120 / 208 V, 3Ø	37	90
	120 / 240 V, 3Ø	32	78
RD020	120 / 240 V, 1Ø	87	211
	120 / 208 V, 3Ø	59	143
	120 / 240 V, 3Ø	51	124
RD030	120 / 240 V, 1Ø	66	168
	120 / 208 V, 3Ø	59	144
	120 / 240 V, 3Ø	51	125
	277 / 480 V, 3Ø	26	64
RD048	120 / 240 V, 1Ø	69	189
	120 / 208 V, 3Ø	90	218
RD050	120 / 240 V, 3Ø	78	189
	277 / 480 V, 3Ø	36	87

ENGINE FUEL CONSUMPTION

		gal / hr	L / hr
RD015	25% of rated load	0.60	2.27
	50% of rated load	0.85	3.22
	75% of rated load	1.10	4.16
	100% of rated load	1.46	5.53
RD020	25% of rated load	0.77	2.9
	50% of rated load	1.03	3.90
	75% of rated load	1.46	5.53
	100% of rated load	1.97	7.46
RD030	25% of rated load	0.97	3.67
	50% of rated load	1.37	5.19
	75% of rated load	1.97	7.46
	100% of rated load	2.77	10.49
RD048 RD050	25% of rated load	1.23	4.66
	50% of rated load	2.02	7.66
	75% of rated load	3.02	11.43
	100% of rated load	4.02	15.22

15 • 20 • 30 • 48 • 50 kW

Operating Data

ENGINE COOLING

	15 kW	20 kW	30 kW	48 kW & 50 kW
Air flow (inlet air including alternator and combustion air in cfm / cmm)	2,750 / 78	2,750 / 78	2,800 / 79	2,824 / 80
System coolant capacity (gal / Liters)	3.0 / 11.4	3.0 / 11.4	2.5 / 9.5	3.0 / 11.4
Heat rejection to coolant (BTU per hr / MJ per hr)	95,220 / 100.5	95,220 / 100.5	128,638 / 135.7	135,900 / 143.4
Maximum operation air temperature on radiator (°F / °C)	122 / 50			
Maximum ambient temperature (°F / °C)	122 / 50			

COMBUSTION REQUIREMENTS

Flow at rated power (cfm / cmm)	86.3 / 2.4	86.3 / 2.4	88 / 2.5	190 / 5.38
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SOUND EMISSIONS

Sound output in dB(A) at 23 ft (7 m) with generator in exercise mode*	65
Sound output in dB(A) at 23 ft (7 m) with generator operating at normal load*	70

EXHAUST

Exhaust flow at rated output (cfm / cmm)	98.88 / 2.8	98.88 / 2.8	296.6 / 8.4	448 / 12.7
Exhaust temperature at rated output (°F / °C)	900 / 482	900 / 482	930 / 499	930 / 499

ENGINE PARAMETERS

Rated Synchronous Rpm	1,800			
HP at rated kW	26.4	33.5	49	85

POWER ADJUSTMENT FOR AMBIENT CONDITIONS

Temperature Deration.....	3% for every 5 °C above 25 °C or 1.7% for every 5 °F above 77 °F
Altitude Deration (15, 30, 48, and 50 kW).....	1% for every 100 m above 915 m or 3% for every 1,000 ft above 3,000 ft
Altitude Deration (20 kW).....	1% for every 100 m above 305 m or 3% for every 1,000 ft above 1,000 ft

CONTROLLER FEATURES

2-Line Plain Text Multilingual LCD Display.....	Simple user interface for ease of operation.
Mode Buttons: Auto.....	Automatic Start on Utility failure. Programmable 7 day exerciser.
Manual.....	Start with starter control, unit stays on. If utility fails, transfer to load takes place.
Off.....	Stops unit. Power is removed. Control and charger still operate.
Ready to Run/Maintenance Message.....	Standard
Engine Run Hours Indication.....	Standard
Programmable Start Delay Between 2 – 1,500 Seconds.....	Standard (programmable by dealer only)
Utility Voltage Loss / Return to Utility Adjustable.....	From 140-171 V / 190-216 V
Future Set Capable Exerciser / Exercise Set Error Warning.....	Standard
Run / Alarm / Maintenance Logs.....	50 Events Each
Engine Start Sequence.....	Cyclic cranking: 16 sec on, 7 rest (90 sec maximum duration)
Starter Lock-out.....	Starter cannot re-engage until 5 seconds after engine has stopped.
Smart Battery Charger.....	Standard
Charger Fault / Missing AC Warning.....	Standard
Low Battery / Battery Problem Protection and Battery Condition Indication.....	Standard
Automatic Voltage Regulation with Over and Under Voltage Protection.....	Standard
Under-Frequency / Overload/Stepper Overcurrent Protection.....	Standard
Safety Fused / Fuse Problem Protection.....	Standard
Automatic Low Oil Pressure.....	Standard
Overcrank / Overspeed (@ 72 Hz)/rpm Sense Loss Shutdown.....	Standard
High Engine Temperature Shutdown.....	Standard
Internal Fault/Incorrect Wiring Protection.....	Standard
Common External Fault Capability.....	Standard
Field Upgradeable Firmware.....	Standard
Low Coolant Level Shutdown.....	Standard

REMOTE MONITORING

● Ability to view generator status	Monitor generator with a smartphone, tablet, or computer at any time via the Mobile Link application for complete peace of mind.
● Ability to view generator Exercise / Run and Total Hours	Review the generator's complete protection profile for exercise hours and total hours.
● Ability to view generator maintenance information	Provides maintenance information for the specific model generator when scheduled maintenance is due.
● Monthly report with previous month's activity	Detailed monthly reports provide historical generator information.
● Ability to view generator battery information	Built in battery diagnostics displaying current state of the battery.
● Weather information	Provides detailed local ambient weather conditions for generator location.

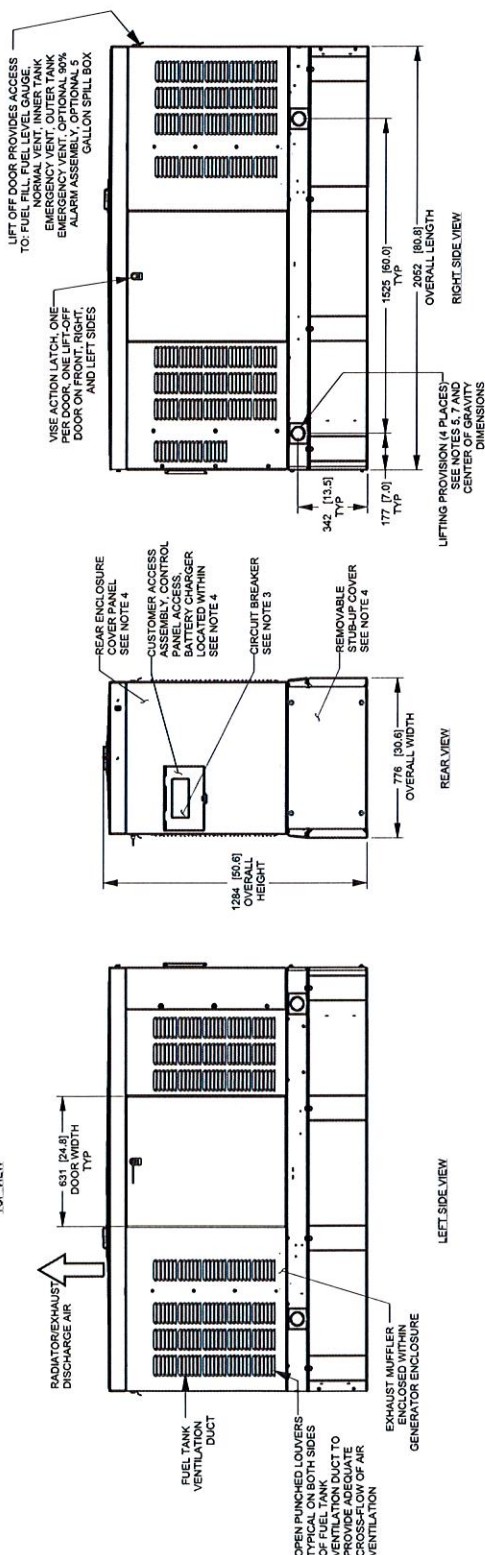
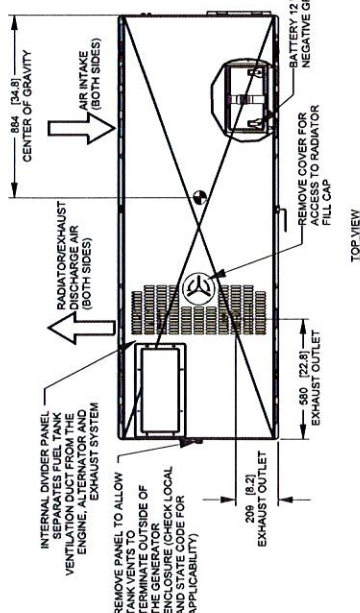
D2.5L G2 32 Gal Tank (1 of 2)

WEIGHT DATA WITH EMPTY BASKET (SEE NOTE 5)		GENERATOR AS SHOWN (953) [1528]		WITH WOODEN SHIPPING SKID(73.6) [1600]	
		WEIGHT, KG (LBS)		DIMENSIONS: MM (IN-CH)	
SERVICE ITEM	2 SL	RIGHT SIDE	RIGHT SIDE	LEFT SIDE	LEFT SIDE
OIL FILL CAP		RIGHT SIDE	RIGHT SIDE	LEFT SIDE	LEFT SIDE
OIL DIP STICK		RIGHT SIDE	RIGHT SIDE	LEFT SIDE	LEFT SIDE
RADIATOR DRAIN HOSE		RIGHT SIDE	RIGHT SIDE	LEFT SIDE	LEFT SIDE
COOLANT RECOVERY BOTTLE		RIGHT SIDE	RIGHT SIDE	LEFT SIDE	LEFT SIDE
RADIATOR FILL CAP ACCESS		RIGHT SIDE	RIGHT SIDE	LEFT SIDE	LEFT SIDE
AIR CLEANER ELEMENT		RIGHT SIDE	RIGHT SIDE	LEFT SIDE	LEFT SIDE
MUFFLER		RIGHT SIDE	RIGHT SIDE	LEFT SIDE	LEFT SIDE
FAN BELT		RIGHT SIDE	RIGHT SIDE	LEFT SIDE	LEFT SIDE
BATTERY		RIGHT SIDE	RIGHT SIDE	LEFT SIDE	LEFT SIDE

NOTES:

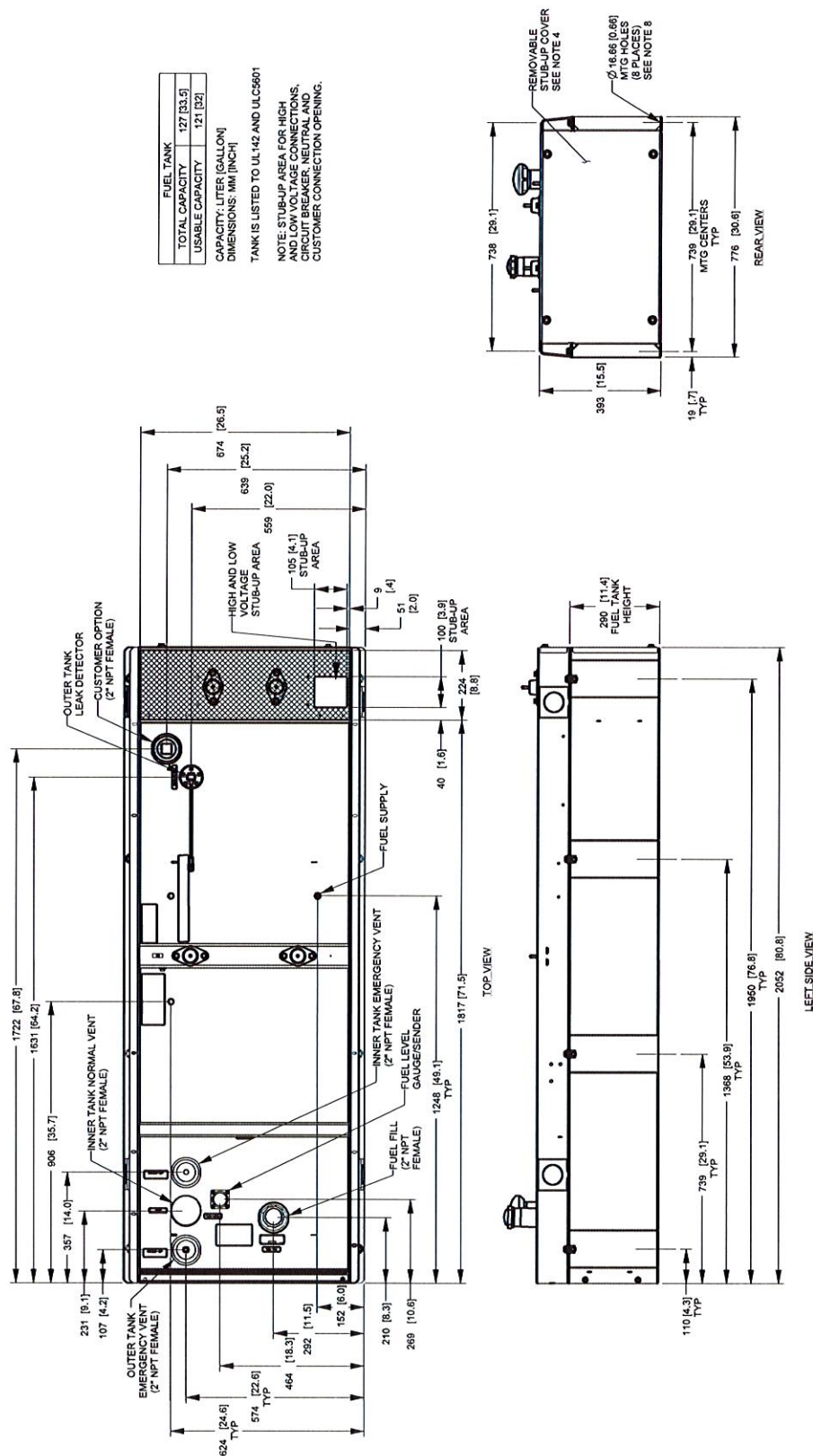
- MINIMUM RECOMMENDED CONCRETE PAD SIZE: 1082 (43") WIDE X 1387 (74.3") LONG.
REFERENCE INSTALLATION GUIDE SUPPLIED WITH UNIT FOR CONCRETE PAD GUIDELINES.
ALLOW SUFFICIENT ROOM ON ALL SIDES OF THE GENERATOR FOR MAINTENANCE
AND SERVICING. THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT
APPLICABLE NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL,
STATE, AND LOCAL CODES.
- CONTROL PANEL / CIRCUIT BREAKER INFORMATION:
SEE SPECIFICATION SHEET OR OWNERS MANUAL
TO LOCATE THE CONTROL PANEL AND REMOVE THE DOOR ON REAR OF GENERATOR.
REMOVE THE REAR STUDBU AND REAR ENCLOSURE COVER PANEL TO ACCESS
THE STUB-UP AREAS AS FOLLOWS:
- HIGH VOLTAGE CONNECTION INCLUDING A/C LOAD LEAD CONDUIT CONNECTION.
 - NEUTRAL CONNECTION, AND BATTERY CHARGER 120 VOLT AC (0.5 AMP MAX) CONNECTION.
 - NEUTRAL RELAY CONNECTION (QTY 4)
 - ACCESSORY RELAY CONNECTION (QTY 4)
- CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS.
BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INTRUSION AND
RECIRCULATION OF DISCHARGE AIR AND/OR IMPROPER COOLING AIR FLOW.
- TO MOUNT THE GENERATOR TO THE WALL, THE FOLLOWING INFORMATION IS AVAILABLE:
- MOUNTING BOLTS OR STUDS TO MOUNTING SURFACE SHALL BE 5/8"-11 GRADE 5
(USE STANDARD ASB TORQUE SPECS)
- MUST ALLOW FREE FLOW OF INTAKE AIR, DISCHARGE AIR AND EXHAUST SEE SPEC
FOR MINIMUM CLEARANCE REQUIREMENTS.
- GENERATOR MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE
AND THAT DISCHARGE AIR FROM RADIATOR IS NOT RECIRCULATED.

REFERENCE OWNERS MANUAL FOR PERIODIC REPLACEMENT PART LISTINGS.



15 • 20 • 30 • 48 • 50 kW

D2.5L G2 32 Gal Tank (2 of 2)



Installation Drawings

15 • 20 • 30 • 48 • 50 kW

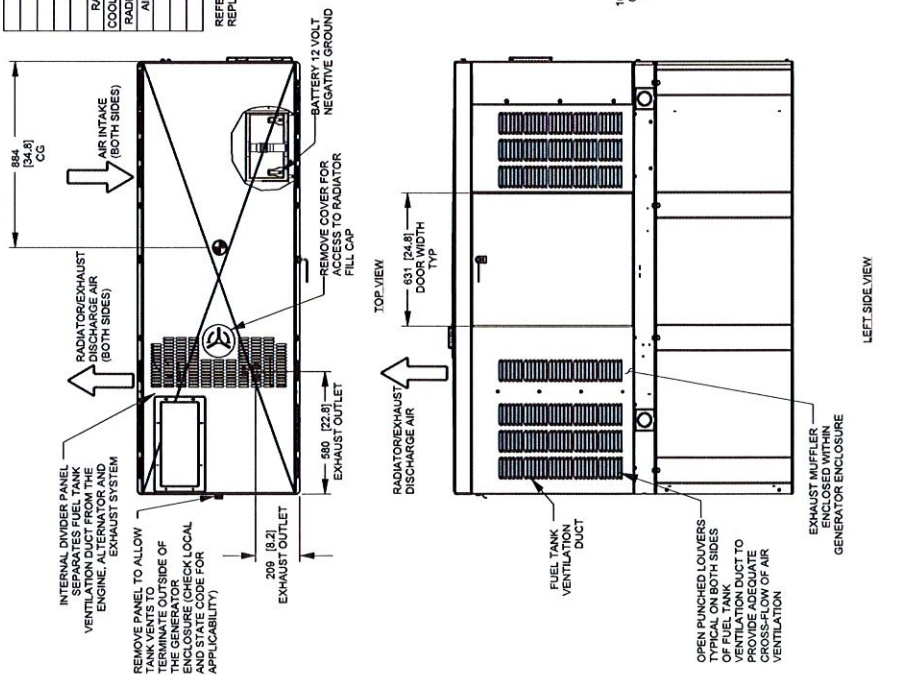
D2.5L G2 95 Gal Tank (1 of 2)

WEIGHT DATA WITH EMPTY BASTANK (SEE NOTE 5)	
GENERATOR AS SHOWN	797 (1757)
WITH WOODEN SHIPPING SKID	835 (1841)
WEIGHT, KG (LBS)	
DIMENSIONS, MM (INCH)	
SERVICE ITEM	2.6L
OIL FILL CAP	RIGHT SIDE
OIL DIP STICK	RIGHT SIDE
OIL FILL TUB	RIGHT SIDE
OIL DRAIN HOSE	LEFT SIDE
RADIATOR DRAIN HOSE	RIGHT SIDE
COOLANT RECOVERY BOTTLE	LEFT SIDE
RADIATOR FILL CAP ACCESS	ROOF
AIR CLEANER ELEMENT	LEFT SIDE
MUFFLER	FRONT
FAN BELT	EITHER SIDE
BATTERY	LEFT SIDE

OTES:

1. MINIMUM RECOMMENDED CONCRETE PAD SIZE: 1092 (43") WIDE X 1187 (47 1/2") LONG
2. GENERATOR SHALL BE SUPPLIED WITH CONCRETE PAD GUIDELINES
3. ALLOW SUFFICIENT ROOM ON ALL SIDES OF THE GENERATOR FOR MAINTENANCE AND SERVICES. THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT NFPA 70, NATIONAL ELECTRICAL CODE, AND ALL OTHER FEDERAL, STATE, AND LOCAL CODES.
4. CONTROL PANEL, CIRCUIT BREAKER INFORMATION:
 - SEE SPECIFICATION SHEET OR OWNERS MANUAL
 - ACCESSIBLE THROUGH CUSTOMER ASSEMBLY DOOR ON REAR OF GENERATOR.
 - GENERATOR MUST BE INSTALLED WITH REAR ENCLOSURE COVER PANEL TO ACCESS THE STUD-UP AREAS AS FOLLOWS:
 - HIGH VOLTAGE CONNECTION INCLUDING AC LOAD LEAD CONDUIT CONNECTION, NEUTRAL CONNECTION, AND BATTERY CHARGING 120 VOLT AC (0.5 AMP MAX) CONNECTION.
 - 120 VOLT AC POWER SWITCH CONNECTION, WIRES
 - AND ACCESSORY RELAY CONNECTION (QTY 4)
5. CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS.
6. BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INFESTATION AND AIR FLOW.
7. REFRIGERANT RELEVANT TO THE FOLLOWING:
 - 1. REFRIGERANT TYPE
 - 2. REFRIGERANT CHARGE
 - 3. REFRIGERANT LEAKAGE
8. MOUNTING BOLTS OR STUDS TO MOUNTING SURFACE SHALL BE 5/8-11 GRADE 5 (USE STANDARD SAE TORQUE SPECS)
9. MUST ALLOW FREE FLOW OF INTAKE AIR, DISCHARGE AIR AND EXHAUST. SEE SPEC FOR EXHAUST AND INTAKE REQUIREMENTS.
10. GENERATOR MUST BE INSTALLED SUCH THAT FRESH AIR IS AVAILABLE AND THAT DISCHARGE AIR FROM RADIATOR IS NOT RECIRCULATED.

REFERENCE OWNERS MANUAL FOR PERIODIC
REPLACEMENT PART LISTINGS.



15 • 20 • 30 • 48 • 50 kW

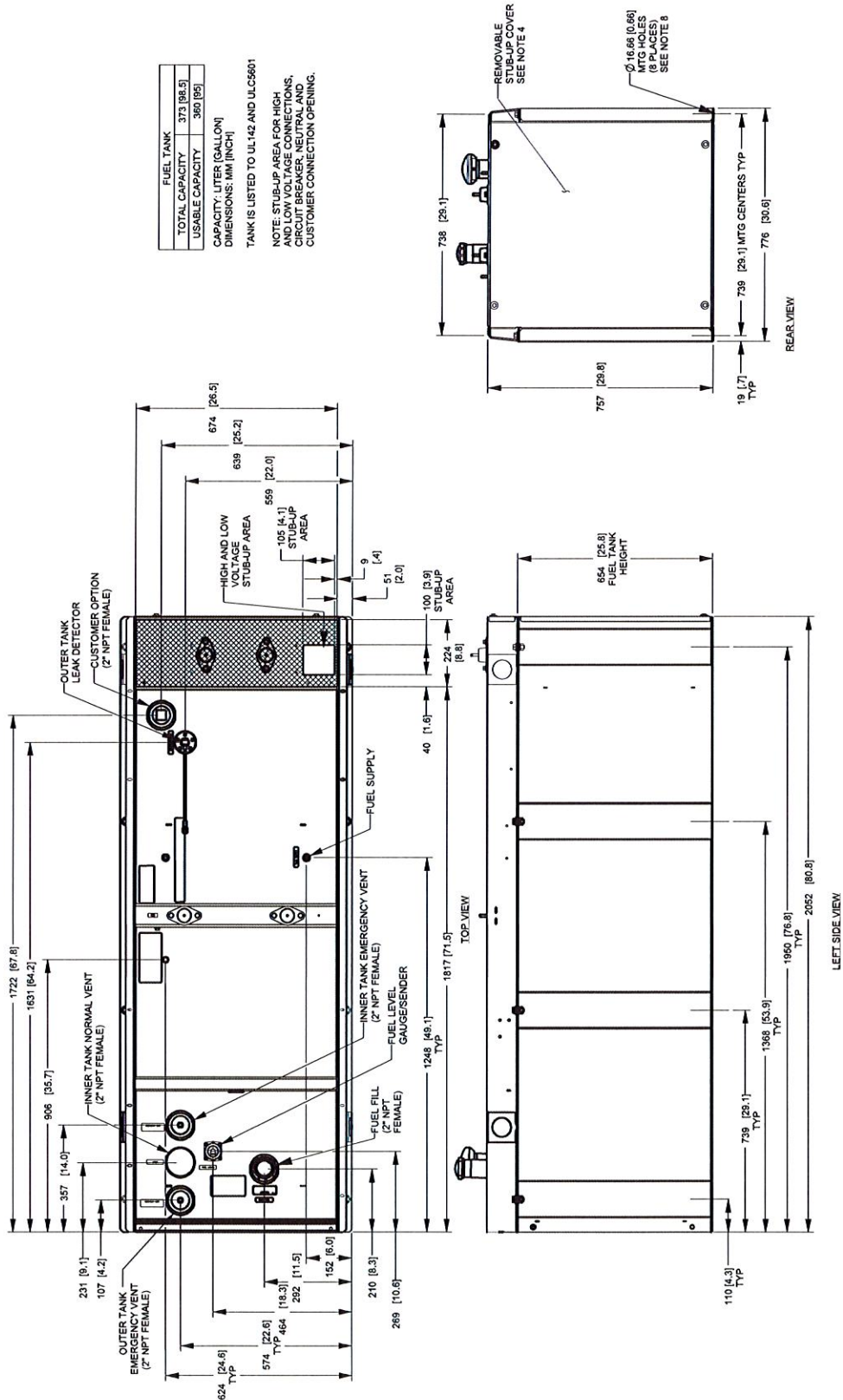
Installation Drawings

D2.5L G2 95 Gal Tank (2 of 2)

FUEL TANK		
TOTAL CAPACITY	373 [98.5]	
USABLE CAPACITY	350 [95]	

CAPACITY: LITER [GALLON]
DIMENSIONS: MM [INCH]

TANK IS LISTED TO UL142 AND ULC5601
NOTE: STUB-UP AREA FOR HIGH
AND LOW VOLTAGE CONNECTIONS,
CIRCUIT BREAKER, NEUTRAL AND
CUSTOMER CONNECTION OPENING.



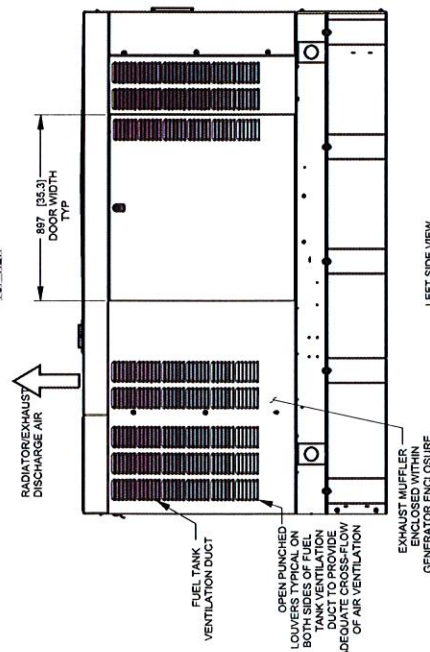
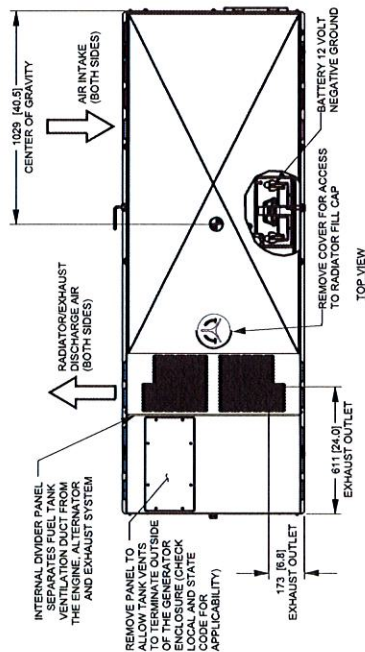
15 • 20 • 30 • 48 • 50 kW

D2.2L G22 57 Gal Tank (1 of 2)

- NOTES:**
1. MINIMUM RECOMMENDED CONCRETE PAD SIZE: 1194 (47") WIDE X 2729 (108") LONG. REFERENCE INSTALLATION GUIDE SUPPLIED WITH UNIT.
 2. REMOVE THE REAR ENCLOSURE COVER PANEL TO ACCESS THE REAR OF THE GENERATOR FOR MAINTENANCE AND SERVICING. THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE NFPA 37 AND NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE, AND LOCAL CODES.
 3. CONDUCT PANEL TO ACCESS THE REAR OF THE GENERATOR FOR MAINTENANCE AND SERVICING. THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE NFPA 37 AND NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE, AND LOCAL CODES.
 4. REMOVE THE REAR TANK AND REAR ENCLOSURE COVER PANEL TO ACCESS THE REAR OF THE GENERATOR FOR MAINTENANCE AND SERVICING. THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE NFPA 37 AND NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE, AND LOCAL CODES.
 5. HIGH VOLTAGE CONNECTION INCLUDING AC LEAD CONDUIT CONNECTION, NEUTRAL CONNECTION, BATTERY CHARGER 120 VOLT AC (0.5 AMP MAX) CONNECTION, LOW VOLTAGE CONNECTIONS INCLUDING TRANSFER SWITCH CONTROL WIRES, CHARGING SYSTEM, AND BATTERY CHARGER. THIS UNIT MAY CHANGE DUE TO UNIT OPTIONS.
 6. ENGINE SERVICE CONNECTIONS
 7. EXHAUST OUTLET: 2" O.D.
 8. BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INFESTATION AND TO PROVIDE PROTECTION FROM WEATHER. PROVIDE PROPER COOLING AIR FLOW.
 9. REFERENCE OWNERS MANUAL FOR LIFTING WARNINGS.
 10. MOUNTING BOLTS OR STUDS TO CONCRETE PAD SHALL BE 5/8-11 GRADE 5 (USE STANDARD SAE TORQUE SPECS)

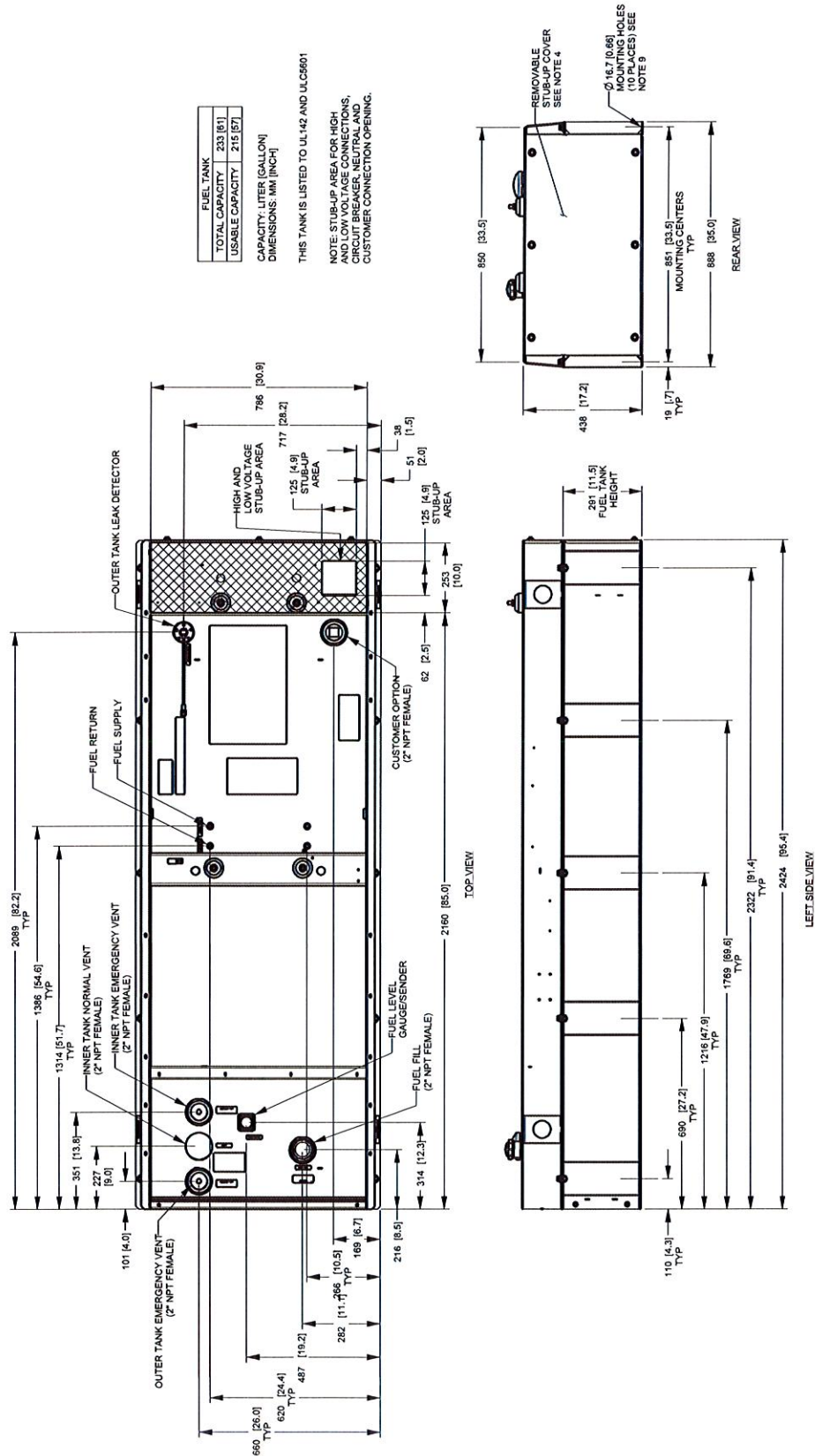
SERVICE ITEM	2.2L
OIL FILL CAP	RIGHT SIDE
OIL DIP STICK	RIGHT SIDE
OIL FILTER	RIGHT SIDE
OIL DRAIN HOSE	RIGHT SIDE
RADIATOR DRAIN HOSE	LEFT SIDE
COOLANT RECOVERY BOTTLE	LEFT SIDE
RADIATOR FILL CAP ACCESS	ROOF
AIR CLEANER ELEMENT	RIGHT SIDE
MUFFLER	FRONT SIDE
FAN BELT	FRONT SIDE
BATTERY	LEFT SIDE

REFERENCE OWNERS MANUAL FOR PERIODIC REPLACEMENT PART LISTINGS



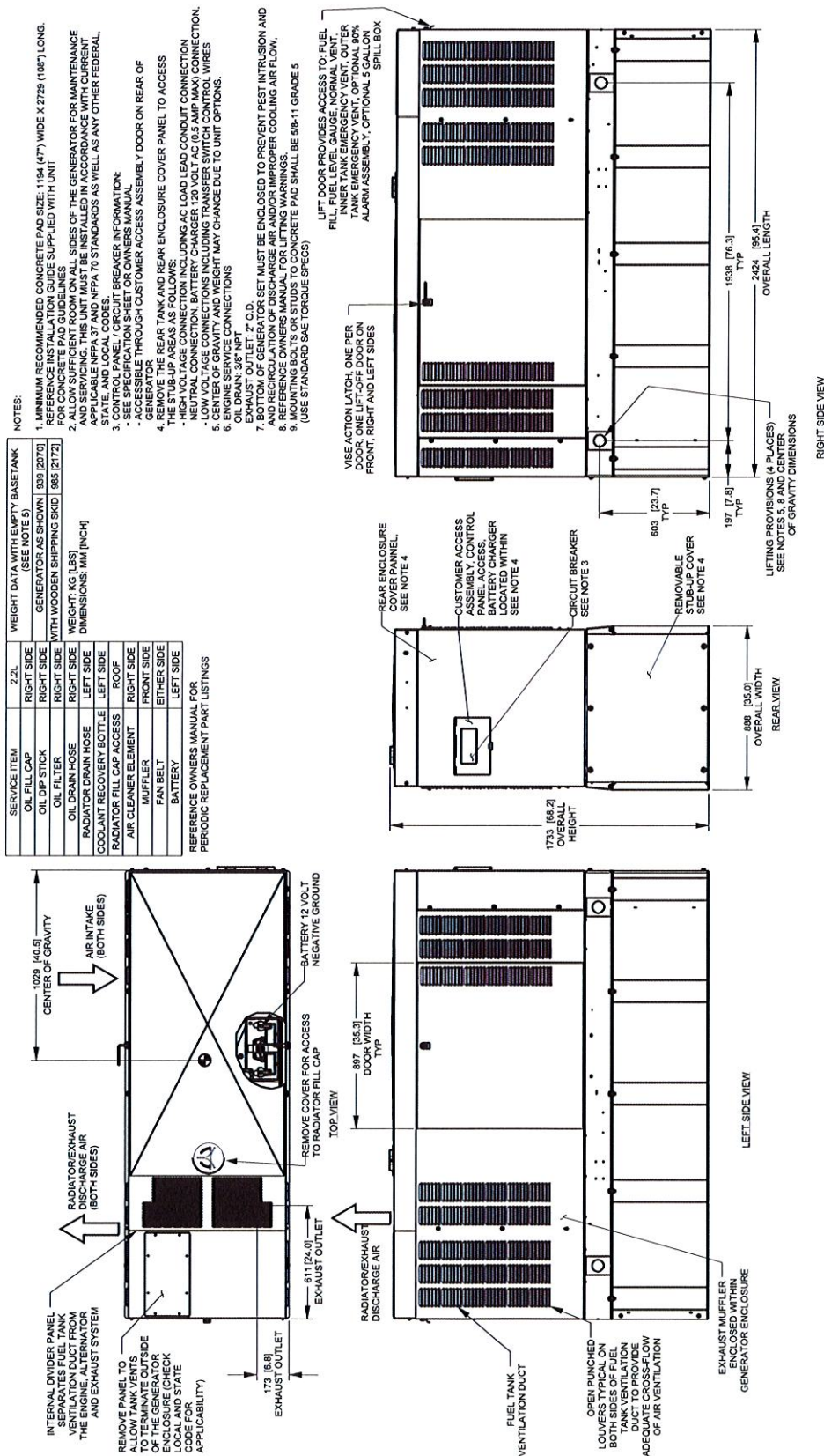
15 • 20 • 30 • 48 • 50 kW

D2.2L G22 57 Gal Tank (2 of 2)



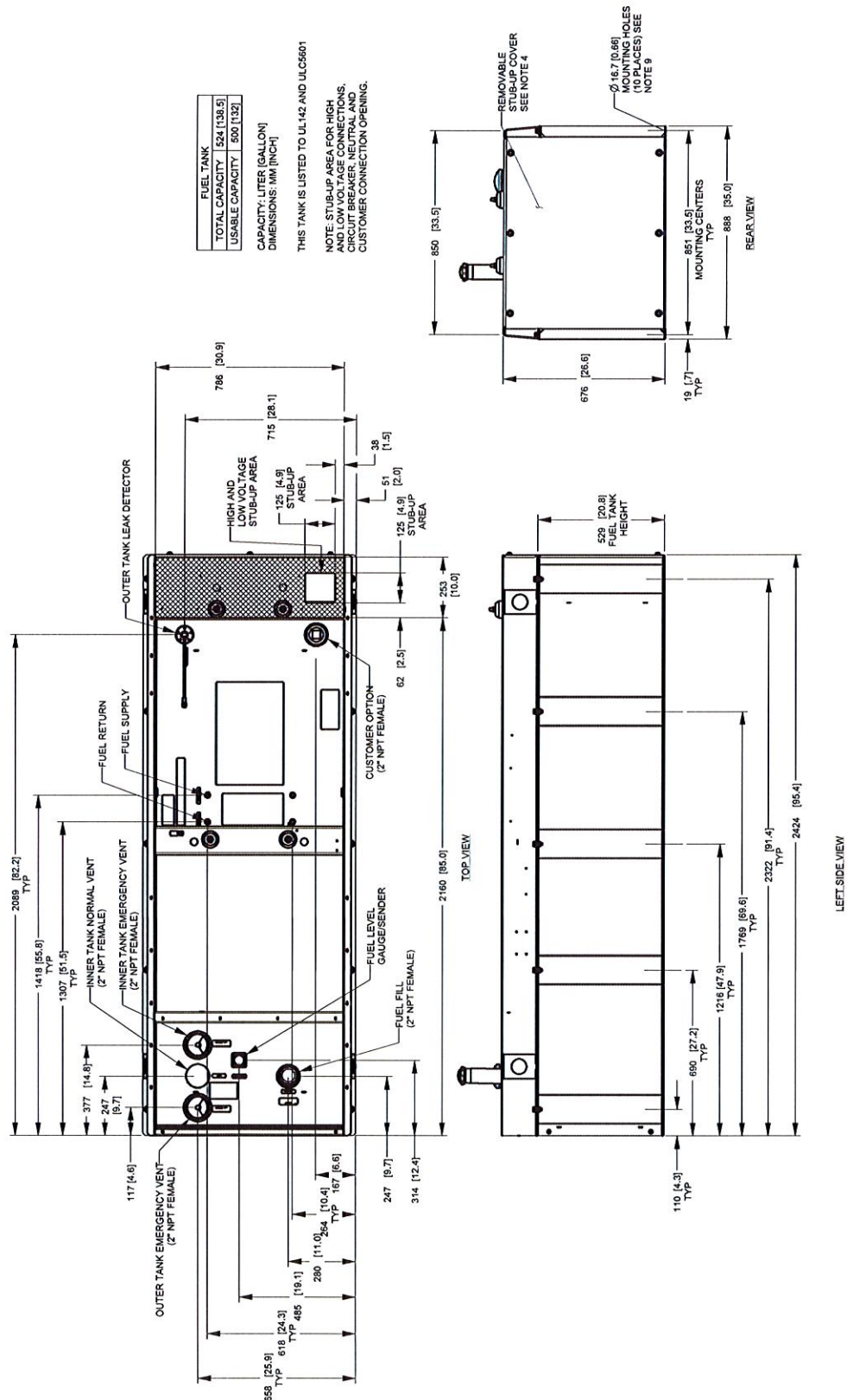
15 • 20 • 30 • 48 • 50 kW

D2.2L G22 132 Gal Tank (1 of 2)



15 • 20 • 30 • 48 • 50 kW

D2.2L G22 132 Gal Tank (2 of 2)

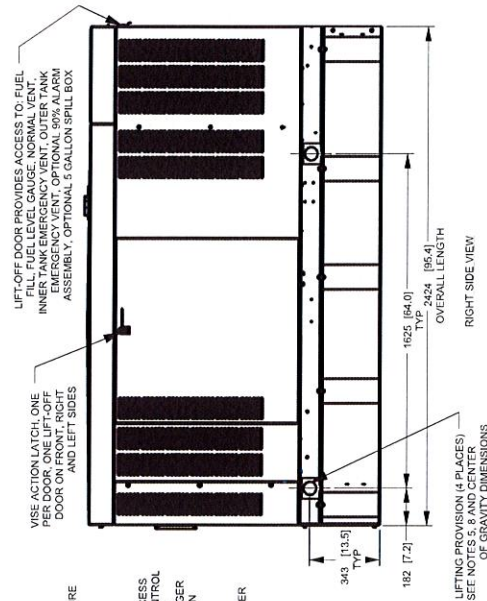
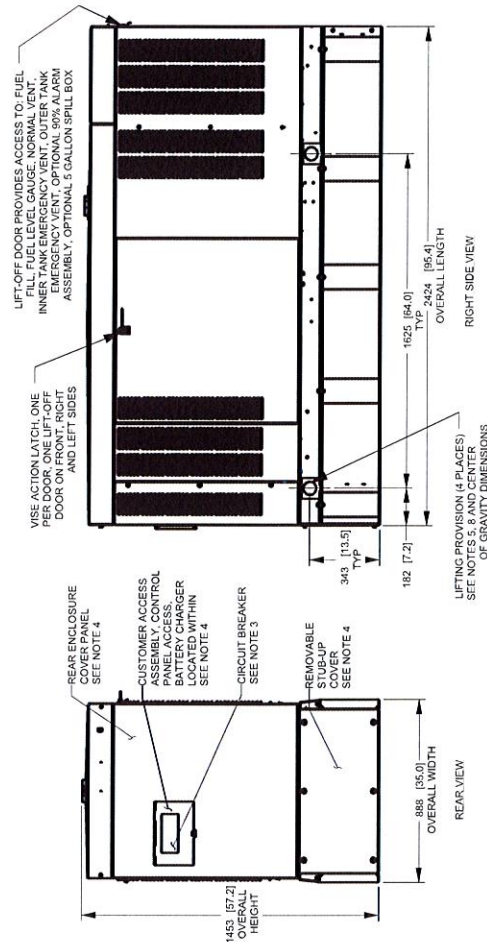
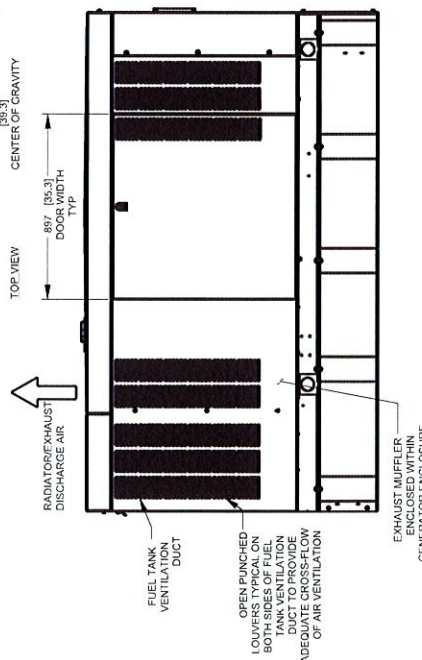
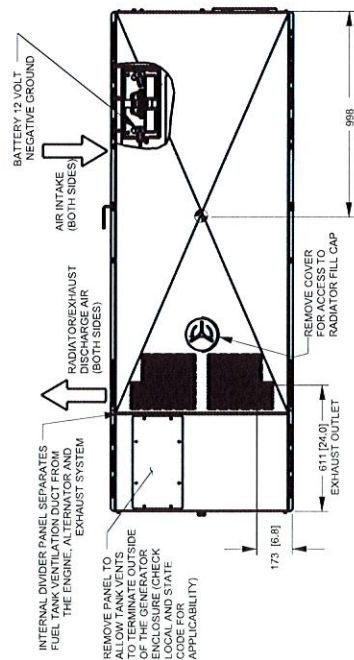


15 • 20 • 30 • 48 • 50 kW

D3.3L 57 Gal Tank (1 of 2)

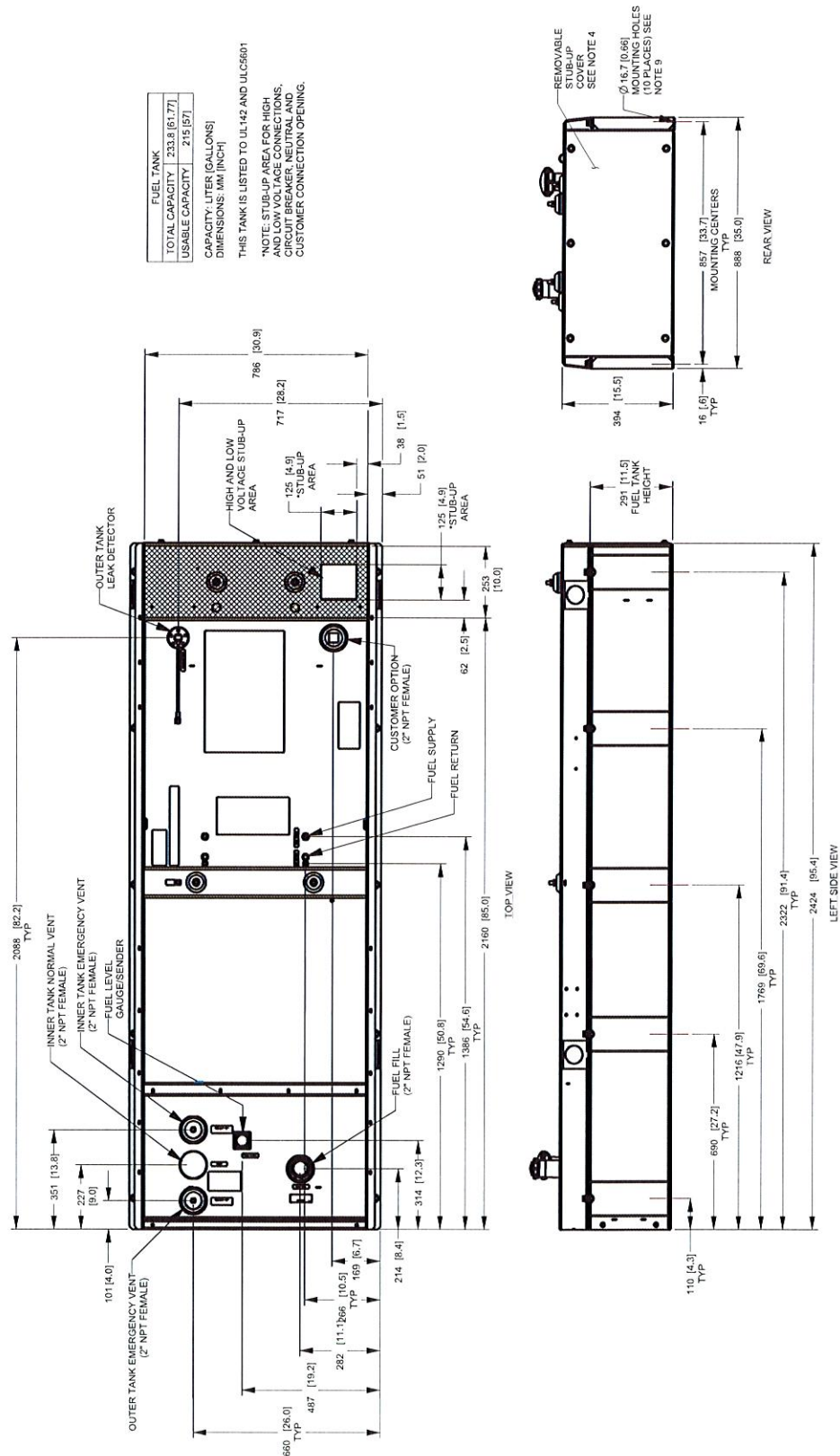
WEIGHT DATA WITH EMPTY BASE TANK		NOTES	
SERVICE ITEM	3.3L	(SEE NOTE 5)	
OIL FILL CAP	LEFT	GENERATOR AS SHOWN 1005 [2215]	1. MINIMUM RECOMMENDED CONCRETE PAD SIZE: 1184 (47") WIDE X 2718 (107") LONG. REFERENCE INSTALLATION GUIDE SUPPLIED WITH UNIT.
OIL DIP STICK	LEFT	WITH WOODEN SHIPPING SKID 1050 [2315]	2. ALLOW SUFFICIENT ROOM ON ALL SIDES OF THE GENERATOR FOR MAINTENANCE ACCESS. MAINTENANCE ACCESS SHALL BE IN ACCORDANCE WITH APPLICABLE NFPA 37 AND NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE, AND LOCAL CODES.
OIL FILTER	RIGHT	WEIGHT: KG [LBS]	3. CONTROL PANEL / CIRCUIT BREAKER INFORMATION:
OIL DRAIN HOSE	RIGHT	DIMENSIONS: MM [INCH]	- ACCESSIBLE THROUGH CUSTOMER ACCESS ASSEMBLY DOOR ON REAR OF GENERATOR
RADIATOR DRAIN HOSE	RIGHT		4. REMOVE THE REAR TANK AND REAR ENCLOSURE COVER PANEL TO ACCESS GENERATOR
COOLANT RECOVERY BOTTLE	ROOF		- HIGH VOLTAGE CONNECTION INCLUDING AC LEAD LEAD CONDUIT CONNECTION
RADIATOR FILL CAP ACCESS	RIGHT		- NEUTRAL CONNECTION, BATTERY CHARGER 120 VOLT AC (0.5 AMP MAX) CONNECTION
AIR CLEANER ELEMENT	RIGHT		- LOW VOLTAGE CONNECTIONS INCLUDING TRANSFER SWITCH CONTROL WIRES
MUFFLER	FRONT		5. EXHAUST GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS.
FAN BELT	FRONT		6. ENGINE SERVICE CONNECTIONS
BATTERY	RIGHT		- OIL DRAIN: 3/8" NPT

REFERENCE OWNERS MANUAL FOR PERIODIC REPLACEMENT PART LISTINGS



15 • 20 • 30 • 48 • 50 kW

D3.3L 57 Gal Tank (2 of 2)



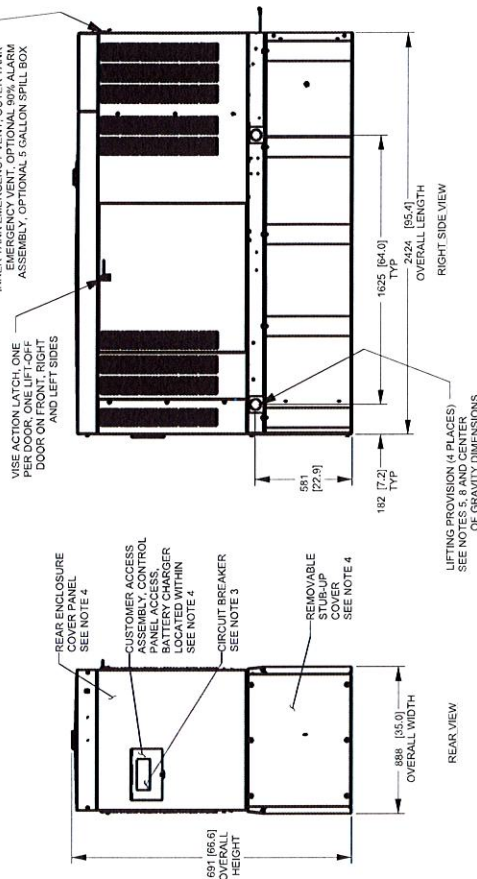
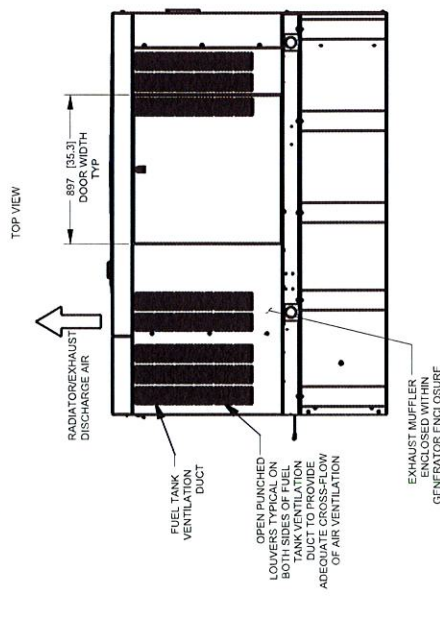
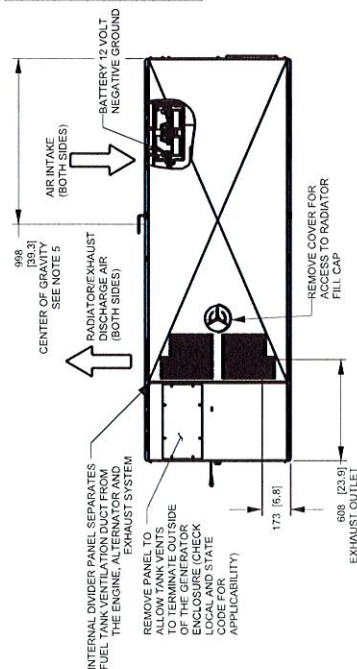
15 • 20 • 30 • 48 • 50 kW

D3.3L G16 132 Gal Tank (1 of 2)

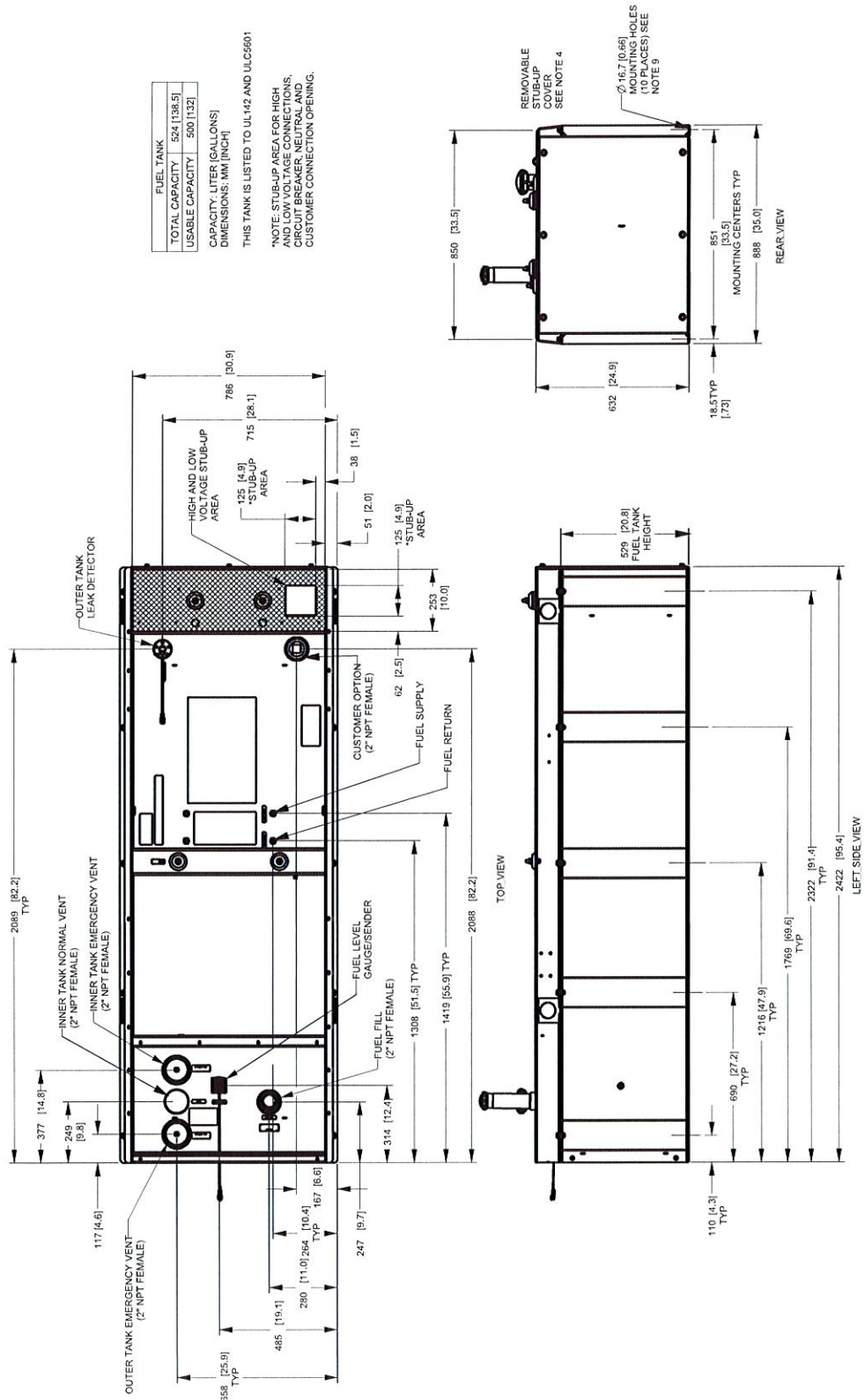
- NOTES:
1. MINIMUM RECOMMENDED CONCRETE PAD SIZE: 1194 (47") WIDE X 2718 (107") LONG. FOR CONCRETE PADS SUPPLIED WITH UNIT.
 2. ALLOW SUFFICIENT ROOM ON ALL SIDES OF THE GENERATOR FOR MAINTENANCE AND SERVICING. THIS UNIT MUST BE INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE NFPA 77 AND NFPA 70 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE, AND LOCAL REQUIREMENTS.
 3. CONTROL PANEL / CIRCUIT BREAKER INFORMATION:
- SEE SPECIFICATION SHEET OR OWNER'S MANUAL
- ACCESSIBLE THROUGH CUSTOMER ACCESS ASSEMBLY DOOR ON REAR OF UNIT
- REMOVE THE REAR TANK AND REAR ENCLOSURE COVER PANEL TO ACCESS THE STUB-UP AREAS AS FOLLOWS:
- HIGH VOLTAGE CONNECTION INCLUDING AC LOAD LEAD CONDUIT CONNECTION
- LOW VOLTAGE CONNECTIONS INCLUDING TRANSFER SWITCH AND CONTROL WIRES
- CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS.
 4. OIL DRAIN HOSE, 2" O.D.
 5. BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INTRUSION AND RECIRCULATION OF DISCHARGE AIR AND/OR IMPROPER COOLING AIR FLOW.
 6. REFERENCE OWNER'S MANUAL FOR LIFTING WARNINGS.
 7. IF UNIT IS TO BE CONCRETE PAD SHALL BE 58-11 GRADE 5 (USE STANDARD SAE TORQUE SPECS)

SERVICE ITEM	D3.3L
WEIGHT DATA WITH EMPTY BASE TANK (SEE NOTE 5)	
OIL FILL CAP	LEFT
OIL DIP STICK	LEFT
OIL FILTER	RIGHT
OIL DRAIN HOSE	RIGHT
RADIATOR DRAIN HOSE	RIGHT
COOLANT RECOVERY BOTTLE	RIGHT
RADIATOR FILL CAP ACCESS	ROOF
AIR CLEANER ELEMENT	RIGHT
MUFFLER	FRONT
FAN BELT	EITHER
BATTERY	RIGHT

SEE OWNER'S MANUAL FOR PERIODIC REPLACEMENT PART LISTINGS



D3.3L G16 132 Gal Tank (2 of 2)



15 • 20 • 30 • 48 • 50 kW

Available Accessories

Model #	Product	Description
G0071690	Mobile Link® 4G LTE Cellular Accessory	Generac's Mobile Link allows you to check the status of your generator from anywhere that you have access to an Internet connection from a PC or with any smart device. You will even be notified when a change in the generator's status occurs via e-mail or text message. Note: Harness Adapter Kit required. Available in the U.S. only.
G006478-0	Harness Adapter Kit	The Harness Adapter Kit is required to make liquid-cooled units compatible with Mobile Link®.
G006502-0	Spill Box	The 5-gallon spill box screws into the existing fuel fill port of the base tank. It captures and contains fuel if over fueling or spilling occurs during the fill process.
G006504-0	90% Fuel Level Alarm	The 90% fuel level alarm alerts the fuel fill operator when the tank reaches a 90% fill level by sounding an audible alarm and triggering an LED warning light.
G006505-0—15 & 20 kW G006506-0—30, 48, & 50 kW	Tank Risers	Tank risers are required in some municipalities to help avoid potential base tank corrosion caused by mounting on rough surfaces.
G006507-0	Fuel Fill Drop Tube	A powder coat painted, steel fuel fill drop tube is required in some municipalities to prevent sparking due to static electricity buildup, which can be caused by the fuel dropping into the tank from the fill area. Using a drop tube also results in submerged filling, which increases the fuel delivery flow rate and reduces vapors, foam and potential tank evaporation.
G007660-0—15 & 20 kW G007661-0—30 kW G007662-0—48 & 50 kW	Stainless Steel Fuel Lines	Some municipalities require the use of stainless steel fuel lines instead of the standard hoses provided with the diesel generator products. These stainless steel lines are fire resistant for additional safety.
G006510-0	E-Stop	E-stop allows for immediate fuel shutoff and generator shutdown in the event of an emergency.
G006511-0	Spill Box Drainback Kit	The spill box drainback kit allows fuel that was captured in the 5-gallon spill box to be drained directly back into the fuel tank to avoid vapors.
G006588-1	Vent Extension Support Kit	The vent extension support kit consists of two aluminum plates with the appropriate pipe cutouts to secure the vent extension pipes coming through the top of the generator enclosure. It helps to minimize stress on the NPT fittings integrated on the tank and also helps protect against pests.
G006512-0	Lockable Fuel Cap	The cast iron, lockable fuel cap provides the ability to lock the fuel system to prevent unwanted fuel tampering or fuel siphoning.
G007640-0—15 & 20 kW G007641-0—30 kW G007642-0—48 & 50 kW	Maintenance Kits	The Protector Maintenance Kits offer all the hardware necessary to perform complete maintenance on Generac Protector generators.
G007650-0—15 & 20 kW G007651-0—30 kW G007652-0—48 & 50 kW	Cold Weather Kits	Recommended for generators installed in regions where the temperature regularly falls below 32 °F (0 °C). The Cold Weather Kits consist of a block heater with all necessary mounting hardware and a battery warmer with a thermostat built into the battery wrap.
G005703-0	Paint Kit	If the generator enclosure is scratched or damaged, it is important to touch up the paint to protect from future corrosion. The paint kit includes the necessary paint to properly maintain or touch up a generator enclosure.
G007000-0 (50 Amps) G007006-0 (100 Amps)	Smart Management Module	Smart Management Modules (SMM) optimize the performance of a standby generator. They manage large electrical loads upon startup and load shed to aid in recovery when overloaded. In many cases, SMMs can reduce the overall size and cost of the system.
A0000018981	Ultrasonic Cleaner Solution	An ultra-concentrated anti-corrosive cleaning solution engineered to reach the smallest cavities to clean the toughest contaminants. This water based formula is non-toxic, biodegradable, and safe for both metal and plastic surfaces and is superior in rinsability.
A0000019001	All Surface Protectant	All Surface Protectant for vinyl, rubber, and plastics creates a barrier that seals & protects surfaces from water and UV rays while renewing the look of the surface.

300 - 400 Amps, Single Phase**Automatic Transfer Switches****Functions**

All timing and sensing functions originate in the generator controller.

Utility Voltage Drop-out	<60%
Timer to Generator Start	10 Second Factory Set, Adjustable Between 2 - 1,500 Seconds by a Qualified Dealer*
Engine Warmup Delay	5 Seconds
Standby Voltage Sensor	60% for 5 Seconds
Utility Voltage Pickup	>80%
Re-transfer Time Delay	15 Seconds
Engine Cooldown Timer	60 Seconds
Exerciser	Nexus™: 12 Minutes Weekly Evolution™: 5 to 12 Minutes Adjustable, Weekly/Bi-weekly/Monthly
The Transfer Switch can be Operated Manually Without Power Applied	

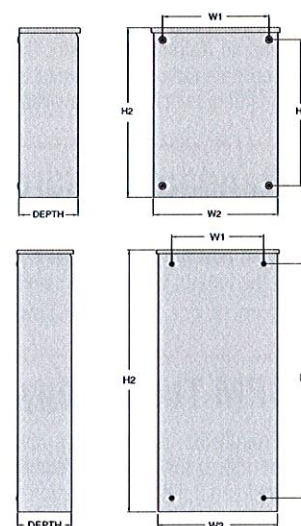
* When used in conjunction with units utilizing Evolution™ controls

Specifications

Model	RTSW300A3	RTSC400A3	RTSW400A3
Amps	300	400	400
Voltage	120/240, 1ø	120/240, 1ø	120/240, 1ø
Load Transition Type (Automatic)	Open Transition Service Rated	Open Transition	Open Transition Service Rated
Enclosure Type	NEMA/UL 3R	NEMA/UL 3R	NEMA/UL 3R
UL Rating	UL	UL/CUL	UL
Withstand Rating (Amps)	22,000	22,000	22,000
Lug Range	600 MCM - #4 or (2) 1/0 - 250 MCM		

Dimensions

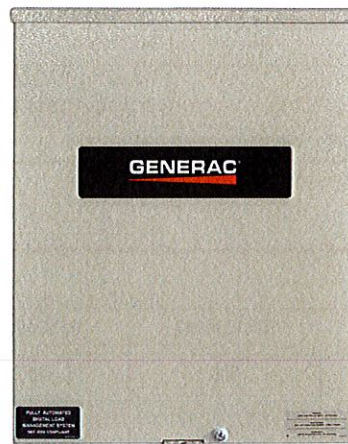
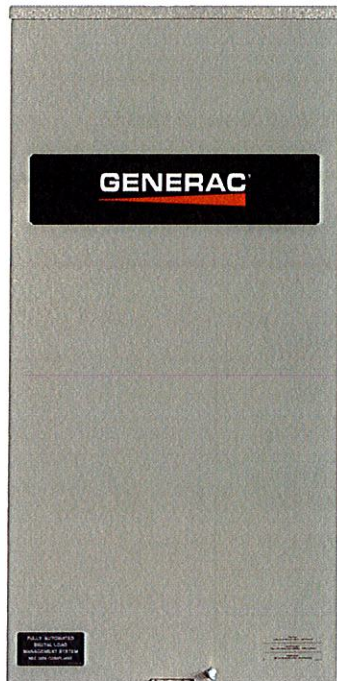
Model		RTSW300A3	RTSC400A3	RTSW400A3
Height - in (mm)	H1	42.9 (1,089.9)	31.3 (793.8)	42.9 (1,089.9)
	H2	48.0 (1,219.2)	36.0 (914.4)	48.0 (1,219.2)
Width - in (mm)	W1	16.7 (423.9)	19.2 (487.2)	16.7 (423.9)
	W2	21.8 (554.2)	24.0 (609.6)	21.8 (554.2)
Depth - in (mm)		10.0 (255.5)	10.0 (255.5)	10.0 (255.5)
Weight - lbs (kg)		140.0 (63.5)	133.0 (60.3)	140.0 (63.5)



Automatic Transfer Switches

GENERAC®

Service and Non-Service Rated Automatic Transfer Switches



Models: RTSW300A3
RTSC400A3
RTSW400A3



Description

Generac Automatic Transfer Switches are designed for use with single phase generators that utilize an Evolution™ or Nexus™ Controller. The 400 amp open transition switch is available in single phase in both service equipment rated and non-service equipment rated configurations. The 300 amp open transition switch is only available in a service rated equipment configuration.

Standard Features

Service rated (RTSW) Generac Automatic Transfer Switches are housed in an aluminum NEMA/UL Type 3R enclosure*, with electrostatically applied and baked powder paint. The Heavy Duty Generac Contactor is a UL recognized device, designed for years of service. The controller at the generator handles all the timing, sensing, exercising functions, and transfer commands. All switches are covered by a five year limited warranty.

* Non-service rated (RTSC) switches 400 amp and above are housed in a steel enclosure.

DPM Technology

Through the use of digital power management technology (DPM), these switches have the capability to manage up to four individual HVAC (24 VAC controlled) loads with no additional hardware. When used in tandem with Smart Management Modules, up to eight more loads can be managed as well, providing the most installation efficient power management options available.

GENERAC®

