

UGLG: Duncan

CDBG Funding Agreement # 118-25

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All form revised 7.1.2021.

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Approval of this bid document does not constitute approval of the technical component of the scope of work, the construction specifications or the design of the project. ADOH CDBG Program approval verifies only that the bid includes the CDBG requirements as listed on this form.

ADOH Staff: Daniel Boyle Date: 12/16/2024

Contact Person: William D. Osborne, AICP Phone: _____

Approved: Yes Contingent Upon: See Below
 No

Recipient notified on (date): 12/16/2024 by: copy of this form e-mail

Comments: Use correct wage determination. AZ37, Mod 4, 11/15/2024.

TOWN OF DUNCAN
COLONIAS WATER SYSTEM IMPROVEMENTS

COMMUNITY DEVELOPMENT BLOCK GRANT
CONTRACT No. 118-25



TOWN OF DUNCAN
506 SOUTHEAST OLD WEST HWY
DUNCAN, AZ, 85534
BIDS DUE 1:00 PM. JANUARY 20TH, 2025



TOWN OF DUNCAN
COLONIAS WATER SYSTEM IMPROVEMENTS
CDBG #118-25

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INVITATION TO BID

COLONIAS WATER SYSTEM IMPROVEMENTS CDBG #118-25

The Town of Duncan hereinafter referred to as “the Town”, 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 and Scope of Work

The Town of Duncan is seeking Colonias Set-Aside CDBG funds to make repairs to the wastewater lift station located at the terminus of CC Herrera Lane, Duncan Arizona 85534-8000. The scope of work will be to removal and replacement of the above-ground concrete containment slab with curbing and a return drain to the wet well. This provides for capture of raw wastewater released during normal preventative maintenance or repair work occurring within the manifold system. The modification will include re-use of the existing flow meter, placement of new valves (check & plug type), fittings, pipe spools, and pipe stands. The existing valve vault will be demoed in-place. The discharge force main will be excavated and a new connection to the force main and manifold will be installed.

The scope of work also includes coating the wet well shaft and influent manholes with fiberglass liner systems to provide internal structural integrity, protect the system from groundwater intrusion and reduce demands on the pumps. See the proposal narrative and cost estimates on page 53 for a more detailed explanation. Town correspondence with ADEQ indicates these repairs will not require a permit from this agency (see page 48).

The estimated life span of these repairs will be 20 years. The facility is on Town-owned property and all work is to take place within the existing footprint and housing for existing equipment inside the facility. No easements or other property acquisition is proposed. The property is reasonably accessible to persons with mobility issues, however, this facility is not open to the public and access is restricted.

The contractor shall furnish all materials, labor, equipment, services, transportation and perform all the work for the Town’s project known as COLONIAS WATER SYSTEM IMPROVEMENTS 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 Duncan Town Hall, 506 Southeast Old West Hwy Duncan, AZ 85534, until 1:00 p.m. on January 20th, 2025 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 – COLONIAS WATER SYSTEM IMPROVEMENTS, CDBG #118-25.”

Copies of the contract documents in electronic format may be obtained at the website of the Town of Duncan, <https://duncanaz.us/home/government/bids/>. 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: Terry Hinton, Town Manager, at 928-359-2791 or by email at thinton@townofduncan.org.

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 Town of Duncan. Said bid security shall be considered liquidated damages and shall be forfeited to the Town of Duncan 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 award.

The Town will conduct a non-mandatory pre-bid conference and site inspection on **January 9th, 2025 at 1:00 pm**. Interested bidders are highly encouraged to attend and should meet at Duncan Town Hall, 506 Southeast Old West Hwy Duncan, AZ 85534, which is accessible to persons with disabilities. Individuals with special accessibility needs may contact the Terry Hinton, Town Manager, at 928-359-2791 at least seventy-two (72) hours prior to the meeting.

IMPORTANT DATES (Dates may be subject to change. All times are in Arizona Time.)	
ACTIVITY	DATE/TIME
Bid Packet Release/Advertisement	Wednesday, December 25, 2024
Pre-Bid Meeting (non-mandatory)	Thursday, January 9th, 2025 1:00 pm
Deadline for Questions	Thursday, January 16th, 2025 1:00 p.m.
Deadline to Submit Bids	Monday, January 20th, 2025 at 1:00 pm.

If information of a material matter is provided in response to any correspondence or question or if a clarification is issued by the Town, 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 Town of Duncan 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 Town of Duncan 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 Town of Duncan is an Affirmative Action/Equal Opportunity Employer.

This is a federally-funded project and the Awarded Bidder must be registered in [SAM.gov](https://sam.gov) to be eligible.

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 awarded 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 Town of Duncan 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 Town of Duncan.

The Certificate of Insurance shall name the Town of Duncan 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 Town of Duncan reserves the right to reject any and all bids and to award the contract to other than the low bidder with good cause. The Town further reserves the right to waive any informality or irregularities in the bidding process. Additionally, the bidder recognizes the right of the Town 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 Town may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Town.

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: Terry Hinton, Town Manager, 506 SE Old West Highway, Duncan, AZ, 85534 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 Town will respond to the protest. The Town of Duncan 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

These are required for a complete bid.

- Bid Proposal Form (page 8)
- Bid Schedule (page 10)
- Bid Bond, Certified Check or Cashier's Check (page 5)
- Sub-contractor and Material Suppliers List (page 11)
- LS-2 – Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements (page 38)
- Certifications (page 43)

BID PROPOSAL

Town of Duncan
WATER SYSTEM IMPROVEMENTS - CDBG #118-25

THIS BID IS SUBMITTED TO:

Town of Duncan
506 SE Old West Highway
Duncan, AZ, 85534
Attn: Terry Hinton – Town Manager

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

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 Duncan. 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.

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

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

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- 3. Bidder has visited the Site, became 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 bid 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 bid 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 bid documents, and all additional examinations, investigations, explorations, tests, studies, and data with the bid documents.
9. Bidder has given the OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the bid documents, and the written resolution thereof by OWNER is acceptable to Bidder.
10. The bid 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 Duncan.
12. Bidder will complete the Work in accordance with the contract documents for the following price(s): _____.

COLONIAS WATER SYSTEM IMPROVEMENTS

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.

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 Town of Duncan
COLONIAS WATER SYSTEM IMPROVEMENTS
CDBG #118-25

(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 **Town of Duncan, 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 **Town of Duncan**, the accompanying Bid Proposal, attached hereto and hereby made as part hereof to enter into a contract in writing for “Sealed Bids – COLONIAS WATER SYSTEM IMPROVEMENTS (CDBG #118-25)” 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 _____, 2025.

Principal _____
By _____

Attest: Surety _____
Title _____

Attest By _____
Title _____

CONTRACT AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2025, by and between Town of Duncan, State of Arizona (hereinafter called the "TOWN") acting herein by Mr. Alex Blake, Mayor of Duncan, Arizona, hereunto duly authorized, and _____ (hereinafter called the "CONTRACTOR") acting herein by _____, President, hereunto authorized.

WITNESSETH THAT:

The TOWN desires to engage the CONTRACTOR to render construction services for the COLONIAS WATER SYSTEM IMPROVEMENTS Project, CDBG Contract #118-25.

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: drilling, installation, and testing of a municipal water supply well.

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 TOWN and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the TOWN 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 TOWN has designated SouthEastern 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 ninety (90) calendar days of the date in the Notice to Proceed. The TOWN may administratively grant a time extension to this contract time at its discretion, in writing.

5. Liquidated Damages

TOWN and CONTRACTOR recognize that time is of the essence of this Agreement and that the TOWN 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 TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, the TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the TOWN five-hundred dollars (\$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 Terry Hinton, Town Manager, 506 SE Old West Hwy Duncan, AZ 85534, thinton@townofduncan.org.

The TOWN shall review and verify the percentage, progress and quality of work completed. The TOWN will also submit a copy of the approved Application for Payment to: William D. Osborne, AICP, SEAGO Community Development Program Manager, at wosborne@seago.org.

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

The TOWN and CONTRACTOR mutually agree that the TOWN 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 TOWN will make payments in the amount equal to ninety percent (90%) of work completed (i.e. TOWN 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 TOWN 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 TOWN may withhold to cover claims requiring a greater sum to be retained and liquidated damages.

The TOWN may deduct from each progress payment and final payment an amount equal to the TOWN's estimate of the liquidated damages then due or that would become due based on the TOWN'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 TOWN 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 TOWN 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 the Town of Duncan, Arizona. Venue and jurisdiction for any conflict resolution proceeding, formal or informal, shall occur in the Town of Duncan 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.
- f. The Contractor hereby certifies it shall comply with A.R.S. §35-394 which mandates the Town of Duncan as a Public entity of Arizona, and using Public funds, may not enter into or renew a contract with a company unless the contract includes written certification that the company does not currently, and agrees for the duration of this contract that it will not use:
 - 1) the forced labor of ethnic Uyghurs in the People's Republic of China, or;
 - 2) any goods or services produced by the forced labor of the ethnic Uyghurs in the People's Republic of China, or;
 - 3) any subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

Additionally, if during the term of this contract, after providing written certification pursuant to the above conditions, your company becomes aware that it is not in compliance with this written certification, your company shall notify the Town of Duncan within five (5) business days.

If within ninety (90) days of notification of noncompliance your company does not provide the Town of Duncan with written certification of company's remedy of the noncompliance, the Town of Duncan shall terminate this contract. Exception: if the contract termination date occurs before the end of the remedy period, the contract shall terminate on the contract termination date.

- g. The Contractor hereby certifies that it shall comply with A.R.S. §35-393 and §35-393.01, which mandates that the Town of Duncan, as a Public entity of Arizona, and using Public funds, may not enter into a contract with a value of \$100,000 or more with a company to

acquire or dispose of services, supplies, information technology or construction unless that contract includes a written certification that:

- 1) the company is not currently engaged in, and;
 - 2) agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.
- h. Tampering with Public Records: Per A.R.S. §13-2407, this certification is a public record and concerns a matter within the jurisdiction of Arizona in that the making of a false record may render the maker subject to prosecution for a Class 6 Felony.

9. Project Familiarity and Identification of Conflicts

In order to induce the TOWN 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 TOWN 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 TOWN in its sole discretion and licensed to do business in the State of Arizona with policies and forms satisfactory to the TOWN.

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 TOWN, constitute a material breach of this Contract.

The CONTRACTOR’S insurance shall be primary insurance as respects the TOWN, and any insurance or self-insurance maintained by the TOWN 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 TOWN.

The insurance policies, except Workers’ Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, 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

TOWN under such policies. The CONTRACTOR shall be solely responsible for the deductible and/or insured retention and the TOWN, 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 TOWN 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 TOWN 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 TOWN'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 TOWN, 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 TOWN 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 TOWN 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 TOWN.

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 TOWN and the CONTRACTOR concerning the work consist of the following:

This Contract and Exhibit A, Terms and Conditions and Exhibit B, Town of Duncan Technical Plans & 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
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
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 _____, 2025 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 TOWN 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 TOWN 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 TOWN, 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 TOWN 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 TOWN. No employee or agent of CONTRACTOR or TOWN 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:

Town of Duncan

Tina Vannucci, Town Attorney

Mr. Alex Blake, Town Mayor

ATTEST:

CONTRACTOR:

Terry Hinton, Town Manager

, 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 TOWN 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 TOWN, become TOWN'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 TOWN for damages sustained by the TOWN by virtue of any breach of the contract by the CONTRACTOR and the TOWN may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the TOWN from the CONTRACTOR is determined.

- b. The TOWN 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 TOWN 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 TOWN 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 TOWN 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 TOWN.
- 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 TOWN. 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 TOWN thereto: provided, however, that claims for money by the CONTRACTOR from the TOWN 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 TOWN.

6. Reports and Information

The CONTRACTOR, at such times and in such forms as the TOWN may require, shall furnish the TOWN 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 TOWN 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 TOWN.

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 TOWN, 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 TOWN 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. Interest of Members of a Governing Body

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

12. Interest of Other Local Public Officials

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

13. Interest of CONTRACTOR and Employees

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

14. Access for Persons with Disabilities

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

15. Clean Air Act, Clean Water Act

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

16. 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 TOWN 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 TOWN. 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 TOWN. 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 SEAGO Community Development Program Manager William Osborne at wosborne@seago.org.

LS-2 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.**

LS-3 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.**

LS-4 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.

LS-5 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.

LS-7 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.

LS-15 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.

LS-17 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 TOWN, 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, and 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:

Town of Duncan

Tina Vannucci, Town Attorney

Mr. Alex Blake, Town Mayor

ATTEST:

CONTRACTOR:

Terry Hinton, Town Manager

, 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 _____, 2025, to construct the **COLONIAS WATER SYSTEM IMPROVEMENTS, CDBG #118-25**, 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 _____, 2025.

AGENCY OF RECORD	PRINCIPAL SEAL
AGENCY ADDRESS	BY _____ SURETY BY _____ SURETY

**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 _____, 2025, to construct the **COLONIAS WATER SYSTEM IMPROVEMENTS, CDBG #118-25**, 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 extend 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 _____, 2025.

_____ AGENCY OF RECORD	_____ PRINCIPAL SEAL
_____ AGENCY ADDRESS	BY _____ SURETY
	BY _____ SURETY



NOTICE OF AWARD - CONSTRUCTION

Date:
Address:

RE: NOTICE OF AWARD FOR CONSTRUCTION SERVICES FOR THE TOWN OF DUNCAN-COLONIAS WATER SYSTEM IMPROVEMENTS, CDBG #118-25.

Dear _____,

You are hereby notified that the Town of Duncan has awarded you the construction contract for the above cited CDBG project in the base bid amount of \$529,241.00, 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 Town's decision. In the meantime, within 10 days of receiving this Notice of Award please:

- a. Return to the Town of Duncan, 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 **William Osborne, SEAGO Community Development Program Manager** at 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;

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 Thursday, February 20, 2025, 1:00 p.m. at Duncan Town Hall 506 Southeast Old West Hwy, Duncan, AZ 85534.

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

The Town of Duncan (OWNER)

Terry Hinton, Duncan Town Manager



NOTICE OF NON-AWARD – CONSTRUCTION SERVICES

Date:
Contractor/Address

Dear _____ :

RE: NOTICE OF NON-AWARD FOR CONSTRUCTION SERVICES FOR THE TOWN OF DUNCAN COLONIAS WATER SYSTEM IMPROVEMENTS, CDBG #118-25.

You are hereby notified that your bid for the above-mentioned CDBG project was considered. On behalf of the Town of Duncan, 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 Town of Duncan. 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: Terry Hinton, Town Manager, Town of Duncan, 506 SE Old West highway, Duncan AZ 85534. 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 Town of Duncan will respond to the protest.

Additionally:

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

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

Sincerely,

Terry Hinton, Town Manager

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 – COLONIAS WATER SYSTEM IMPROVEMENTS, CDBG #118-25.

You are hereby notified to commence work on the above referenced project on or before _____, 2025, and shall substantially complete all of the work in accordance with the Contract within ninety (90) consecutive calendar days (between _____ and _____ of 2025.) The Contract provides for an assessment of the sum of five-hundred (\$500.00) 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 _____, 2025.

By: _____
Terry Hinton, Town Manager

ACCEPTANCE OF NOTICE

Receipt of the forgoing **Notice to Proceed** is hereby acknowledged this _____ day of _____, 2025.

By: _____
Printed Name/Title

Signature
C: SEAGO

SECTION A

ENVIRONMENTAL CONDITIONS

TOWN OF DUNCAN COLONIAS WATER SYSTEM IMPROVEMENTS CDBG #1 18-25

Town of Duncan

COLONIAS WATER SYSTEM IMPROVEMENTS

CDBG #118-25

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).

ENVIRONMENTAL REVIEW RECORD
CATEGORICALLY EXCLUDED PROJECTS **Desk Monitoring Form**

Grantee: Duncan

Contract # TBD

Activity Name: Waste Water Improvements

- Review activity description in application forms or contract scope of work.

A. Categorically Excluded Projects	Yes	No	N/A
1. Correct and complete Form E-CO or E-CO.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Correct and complete Project Narrative (E-1)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Map of Project location <i>and</i> Floodplain map with Project location indicated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Level of Environmental Review Form (E-3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Environmental Determination Form (E-3.1)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Statutory Checklist (E-4)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Documentation column cites sources	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Sources are reasonable, include dates and initials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Review correspondence (E-4 & E-10 letters)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i) All appropriate agencies contacted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If No, list agencies that should have been contacted:	<hr/>		
ii) List any contingencies from agency responses:	<u>No contingencies</u> <hr/>		
7. SHPO Certification, if applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Notice of Intent to Clear Land (E-8), if applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administrative Record (E-9), if floodplain			
a. Complete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Reasonable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Review publications			
a. Floodplain Notice (E-P.1) correct and complete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i) Publication date: <u>7/3/2024</u>			
ii) End of comment period: <u>7/19/2024</u>			
iii) 15 days for comment period	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iv) Comments: <u>No comments received</u>			
b. Draft NOI/RROF (E-P.2) <input type="checkbox"/> OR NOI/RROF and Notice of Decision (E-P.3) <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Categorically Excluded Projects (cont'd)		Yes	No	N/A
i)	Correct publication category	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ii)	Correct version, if floodplain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iii)	Date Determination Form (E-DD) complete and correct.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iv)	Publication date: <u>7/31/2024</u>			
v)	ROF request date: <u>8/8/2024</u>			
vi)	Meets 7 day comment period	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
vii)	Projected last day of comment period at ADOH: <u>8/23/2024</u>			
viii)	Certifying Officer: <u>Terry Hinton</u> Appropriate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ix)	Correct and complete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
x)	List deficiencies, if any: _____			
9.	SHPO Consultation for engineering plans & change orders needed? If yes, note for the file and notify the local government.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12.	Categorically Excluded status of project appears reasonable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: IF ANY PORTION OF PROPERTY IS LOCATED WITHIN A 100-YEAR FLOOD PLAIN OR WETLAND AREA, THE PROJECT **CANNOT** BE DOWNGRADED TO EXEMPT. IF ALL COLUMN ITEMS IN THE E-4 CHECKLIST ARE CHECKED "A", AND PROPERTY IS **NOT** LOCATED IN A 100-YEAR FLOOD PLAIN OR WETLAND AREA, AND THERE ARE NO OBJECTIONS OR CONTINUING CONSULTATION, THE PROJECT CAN BE DOWNGRADED TO EXEMPT.

ADOH Staff: <u>Daniel Boyle</u>	Date: <u>7/23/2024</u>
Contact Person: <u>William Osborne</u>	Phone or Fax: _____
Approved to Publish: <input checked="" type="checkbox"/> Yes Contingent Upon: See notes in email. <input type="checkbox"/> No	
Grantee notified on (date): <u>7/23/2024</u> by <input checked="" type="checkbox"/> copy of this form <input type="checkbox"/> separate letter/fax <input checked="" type="checkbox"/> e-mail	

**TOWN OF DUNCAN 2024 COLONIAS
APPLICATION
WASTEWATER SYSTEM IMPROVEMENTS
ENVIRONMENTAL REVIEW RECORD
JULY 2024**

E-CO CERTIFYING OFFICER DESIGNATION (for Local Units of Government)

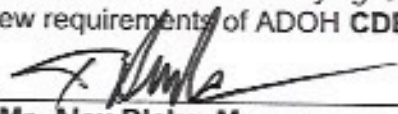
The Certifying Officer, responsible for compliance with all environmental review requirements, is usually the chief elected official (Mayor or Board Chair) or administrative officer (Town or County Manager) for the responsible entity/jurisdiction in which the project is located, or his/her designee. The designee should be an official with the legal authority to unilaterally sign a contract which obligates the grantee. The original of this executed form must be included in the Environmental Review Record.

Designation:

Terry Hinton, Town Manager, of Town of Duncan is the Certifying Officer as defined in 24 CFR Sec. 58.13 for the Environmental Review requirements of ADOH CDBG funds:

Date:

Designated by:

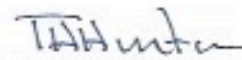

Mr. Alex Blake, Mayor

Acknowledgement:

I, **Terry Hinton, Town Manager**, accept the responsibilities of the Certifying Officer for **Town of Duncan**, as defined in 24 CFR 58.13. I consent to assume the status of "responsible Federal official" as that term is used in section 102 of the National Environmental Policy Act of 1969 and understand that I am responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in Sec. 58.5 insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.

On behalf of the recipient, I personally accept the jurisdiction of the Federal courts for enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Certifying Officer Signature:



Terry Hinton,
Town Manager

Date: 9/25/23



E-1 PROJECT NARRATIVE

Recipient: **Town of Duncan**
ADOH Contract No.: **2024 Colonias**

ADOH ENVIRONMENTAL REVIEW RECORD
PROJECT NARRATIVE

1. Project Title: **Wastewater System Improvements**

2. Project Description: (attach additional pages as necessary) Over the next 5 years, the Town of Duncan will use approximately \$600,000 in CBDG Colonias and Regional funds to complete wastewater improvements and for project administration. The improvements include rehabilitating the town's wastewater lift station and influent manholes with a fiberglass impregnated liner system to provide internal structural integrity and protect the system from groundwater intrusion and reduce demands on the pumps.

Complete item a and b if the information is not included in the attachment.

- a. Geographic Location (street names, compass direction, relation to town limit):
The project site is located west of Fairgrounds Road and CC Herrera Lane, south of the nearby detention ponds. See Maps, attached.
- b. Size and/or Area (sq. ft. of building, size and length of pipe, no. of units):
Existing facility being rehabilitated, no expansion of capacity or built area.
- c. Existing Environmental Conditions (i.e., no sewer system, river contamination, unpaved streets, residential area, fully developed):
The area of the proposed project is located near the Gila River and agricultural fields to the east, at the existing lift station facility site.
- d. Purpose (i.e., to improve traffic and driving conditions by widening roads):
The lift station is deteriorating from excessive sulfuric acid erosion of the manholes, and groundwater infiltration is causing the pumps to be overworked. The rehabilitation will restore function with an anticipated service life of twenty (20) years. See Scope Proposal, attached.

e. Cost:			
Federal Funds	Source: 2024 Colonias CDBG		\$ \$400,000.00
Leverage/Other	Source: 2026-27 RA CDBG		\$ \$200,000.00
Leverage/Other	Source: _____	\$	
	TOTAL	\$	<u>\$600,000.00</u>

4. Map attached with project site clearly marked: Yes



Arizona
Department
of Housing

5. Prepared By:

Name: **William D. Osborne, AICP, Community Development Programs Manager**

Signature:  6/24/2024

E-3 LEVEL OF ENVIRONMENTAL REVIEWRECIPIENT TOWN OF DUNCAN
ADOH Contract No: 2024 Colonias**ADOH ENVIRONMENTAL REVIEW RECORD*****LEVEL OF ENVIRONMENTAL REVIEW***

Determine the type of environmental review necessary by checking the box that best describes the activity.

A. EXEMPT ACTIVITIES

1. The following are **EXEMPT** activities or components of an activity (§58.34). Check the appropriate box and complete the required documentation for Exempt activities.
 - Environmental or other studies, resource identification, development of plans and strategies
 - Information and financial services
 - Administration and management Activities
 - Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation, and welfare or recreational needs
 - Inspections and testing of properties for hazards or defects
 - Purchase of insurance
 - Purchase of tools
 - Engineering or Design costs
 - Technical assistance and training
 - Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration
 - Payment of principal and interest on loans made or obligations guaranteed by HUD
2. **The following activities are Categorically Excluded** (not subject to §58.5) and therefore considered EXEMPT. Check the appropriate box and complete the required documentation for Exempt activities.
 - Supportive services including but not limited to health care, housing services, permanent housing placement, nutritional services, short term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services.
 - Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs.
 - Equipment necessary to the operation of a service such as a fire truck, ambulance, transportation service vehicles, etc.

2. **EXEMPT Activities** (cont'd)

- Economic development activities including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations.
- Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closings costs and down payment assistance, interest buy-downs, and similar activities that result in the transfer of title. **(Dwelling units located in a Floodplain cannot be downgraded to exempt)**
- Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact.

B. **CATEGORICALLY EXCLUDED** activities. Check the appropriate box and complete the required documentation for CE activities.

- An activity from Section A.2 that is in or will impact on a floodplain or airport clear zone.
- Acquisition, repair, improvement, reconstruction or rehabilitation of public facilities and improvements (*other than buildings*) when the facilities/improvements are in place and will be retained in the same use *without change in size or capacity of more than 20%*.
Examples: Replacement of water or sewer lines, sidewalk/curb reconstruction, street repaving.
- Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons.
- Rehabilitation of a single family dwelling up to 4 units (*the "unit" reference pertains to the number of units to be included with each contract with a General Contractor*) if the density is not increased beyond four units, the land use is not changed, and the footprint of the building is not increased in a floodplain or wetland.
- Rehabilitation of multi-family if unit density is not changed more than 20%, the project does not involve changes in land use from residential to non-residential, the footprint of the building is not increased in a floodplain and the estimated cost of the rehab does not exceed 75% replacement value.
- Non residential rehabilitation (commercial, industrial, public buildings) only IF: the facilities and improvements are in place and will not be changed in size or capacity by more than 20%; and the activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.
- An individual action (*new construction; development, demolition, acquisition, disposition or refinancing*) on up to 4 dwelling units where there is a maximum of four units on any one site. The units can be four one-unit buildings or one four-unit building or any combination in between
- An individual action (*new construction; development, demolition, acquisition, disposition or refinancing*) on a project of 5 or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site.
- Acquisition (including leasing) or disposition of, or equity loans on an existing structure; , or disposition of an existing structure; or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed or disposed of will be retained for the same use.

C. Those activities not described in Section A or B requires an **ENVIRONMENTAL ASSESSMENT**. Check the box below and complete the required documentation for EA activities.

D. Level of Environmental Review:

- This project is Exempt
- This project is Categorically Excluded considered Exempt per 24 CFR 58.35(b).
- This project is Categorically Excluded
- This project requires an Environmental Assessment

Compliance Officer (FOR NON-PROFITS ONLY) *(insert name and title)*

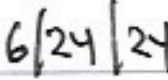
Signature

Date

Certifying Officer for Responsible Entity *(insert name and title)* Terry Hinton, Town Manager



Signature



Date

E-3.1 DETERMINATION FORM (HUD REV. 2011)

RECIPIENT: Town of Duncan
ADOH Contract No.: 2024-Colonias

1. PROJECT DESCRIPTION

Project Name: Wastewater System Improvements

Project Location: The project site is located west of Fairgrounds Road and CC Herrera Lane, south of the nearby detention ponds at the existing lift station site, Duncan, AZ, 85534-2095. See maps, attached.

Activities (include maximum contemplated scope, magnitude and duration):

Over the next 5 years, the Town of Duncan will use approximately \$600,000 in CBDG Colonias and Regional funds to complete wastewater improvements and for project administration. The improvements include rehabilitating the town's wastewater lift station and influent manholes with a fiberglass impregnated liner system to provide internal structural integrity and protect the system from groundwater intrusion and reduce demands on the pumps.

2. Level of Environmental Review Determination:

Exempt per 24 CFR 58.34 or Categorically Excluded per 24 CFR 58.35(b) or 24 CFR 50.19; Categorically Excluded subject to statutes per §58.35(a) or 24 CFR 50.20, and subject to laws and regulations at 24 CFR 58.5 or 50.4; Environmental Assessment per § 58.36, or EIS per 40 CFR 1500. *Cite specific provision (e.g. "24 CFR 58.35(a)(3)(ii), rehabilitation of Multi-family buildings"):*

Categorically Excluded Subject to Statutes

3. Flood Insurance, Airport Clear Zone, and Coastal Barrier Resource Compliance:

(24 CFR 58.6 or 24 CFR 50.4(b)(1), 50.4(c)(1), and 50.4(k))

FLOOD INSURANCE / FLOOD DISASTER PROTECTION ACT

1. Does the project involve the acquisition, construction or rehabilitation of structures, buildings or mobile homes?
 No. Flood insurance is not required. The review of this factor is completed. Go to Airport Runway section.
 Yes; continue.
2. Is the structure or part of the structure located in a FEMA designated Special Flood Hazard Area?
 No. Source Document (FEMA/FIRM floodplain zone designation, panel number, date):
(Factor review completed). Go to Airport Runway section.
 Yes. Source Document (FEMA/FIRM floodplain zone designation, panel number, date):
(Continue reviews).
3. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?
 Yes. Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declarations must be kept in the Environmental Review Record.
 No. (Federal assistance may not be used in the Special Flood Hazards Area).

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

1. Does the project involve the sale or acquisition of existing property?
 No. This element is completed. Stop here.
 Yes; continue.
2. Is the proposed location within 3,000 ft. of a civil airport runway or within 15,000 ft. of a military airfield?
 No. Attach Map. This element is completed. Stop here.
 Yes; continue

3. Is the proposed location within a Civil Airport's Runway Clear Zone, Approach Protection Zone or a Military Installation's Clear Zone?
- No; attach signed statement from airport or airfield operator. Project complies with 24 CFR 51.303(a)(3).
- Yes; **Disclosure Statement must be provided** to buyer and a copy of the signed disclosure statement must be maintained in the Environmental Review Record.

COASTAL BARRIERS RESOURCES ACT

1. Is the project located in HUD Region IX (CA, AZ, NV, HI, Guam)?
- Yes. This element is completed; there are no coastal barrier resources in HUD Region IX. Stop Here
- No, continue.
2. Is the project located in a coastal barrier resource area?
(See <http://www.fema.gov/business/nfip/cbrs/cbrs.shtm>).
- No. Cite Source Documentation:
(This element is completed).
- Yes. **Federal assistance may not be used in such an area.**

Prepared by (insert name and title) *William D. Osborne, AICP*



Signature

7/23/2024

Date

Certifying Officer for Responsible Entity (insert name and title) *Terry Hinton, Town Manager*



Signature

7/23/24

Date

E-4 - STATUTORY WORKSHEET

A. 24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

PROJECT NAME and DESCRIPTION – Include all contemplated actions that logically are either geographically or functionally part of the project: Wastewater System Improvements – Over the next 5 years, rehabilitating the town's wastewater lift station and influent manholes with a fiberglass impregnated liner system to provide internal structural integrity and protect the system from groundwater intrusion and reduce demands on the pumps. See Maps, Scope Proposal and Bid Proposal, attached.

DIRECTIONS - Check “A” in the Status Column when the project, by its nature, does not affect the resources under consideration; OR check “B” if the project triggers formal compliance consultation with the oversight agency, or requires mitigation. Compliance documentation must contain **verifiable source documents and relevant base data. Attach reviews, consultations, and special studies as appropriate.** SEE STATUTORY WORKSHEET INSTRUCTIONS FOR MORE DETAILED INFORMATION.

B. Compliance Factors:

Statutes, Executive orders, and Regulations listed at 24 CFR §58.5	Status A / B	Compliance Determination & Documentation (letters, phone calls, on-site visit dates, maps, websites etc.) MUST BE CITED
1. Historic Preservation (includes archeology & relevant Tribes) [36 CFR Part 800]	<input checked="" type="checkbox"/> <input type="checkbox"/>	Letter from State Preservation Office regarding consultation. No new ground disturbance. E-5 is attached. ERR guidance from SHPO regarding Section 106 attached. There is no proposed new area of disturbance in the Area of Potential Effect (APE) affected per 36 CFR 800.4. No consultation of SHPO is necessary per the “SHPO Checklist for Section 106 HUD/ADOH Submissions.”
2. Floodplain Management [24 CFR 55, Executive Order 11988]	<input type="checkbox"/> <input checked="" type="checkbox"/>	The rehabilitation project, though located in a Zone AE floodplain per Panel 04011C0901D (9/28/2007), does not involve property acquisition, management, construction or improvements within a 100-year floodplain (Zones A or V) identified by FEMA maps, and does not involve a “critical action” (e.g., emergency facilities, facility for mobility impaired persons, hospital etc.) within a 500 year floodplain (Zone B). E-P.1 published on July 3, 2024, no comments received. E-9 attached, no alternatives nor mitigating actions required. See attached Map.
3. Wetland Protection [Executive Order 11990]	<input checked="" type="checkbox"/> <input type="checkbox"/>	The project site is not located within a designated wetland, and is raised on a levee. No additional ground disturbance is proposed with this lift station rehabilitation project. With no new construction, no mitigation is required per Executive Order 11990.
4. Coastal Zone Management Act [Sections 307(c), (d)]	<input checked="" type="checkbox"/> <input type="checkbox"/>	Projects located in HUD Region IX (CA, AZ, NV, HI, Guam) have no coastal barrier resources. Likewise, projects located in the State of Arizona have no coastal zones and are therefore considered to be in compliance with the related laws and regulations.
5. Sole Source Aquifers [40 CFR 149]	<input checked="" type="checkbox"/> <input type="checkbox"/>	The Town and surrounding area in which the proposed project is situated is not within the boundary of any sole source aquifer. See attached map.
6. Endangered Species Act [50 CFR 402]	<input checked="" type="checkbox"/> <input type="checkbox"/>	The project will have No Effect due to the nature of the activities involved in the project. See attached ESA Worksheet.



7. Wild and Scenic Rivers Act. [Sections 7(b), and (c)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project located near the Gila River, a listed Wild and Scenic River. However, no additional ground disturbance is proposed, and the activities will not have an impact on the NRI-designated river. See attached Worksheet, Maps, and Consultation Instructions.
8. Clean Air Act [Sections 176(c), (d), and 40 CFR 6, 51, 93]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project does not include new construction or conversion of land.
9. Farm Land Protection Policy Act [7 CFR 658]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project does not include acquisition, or development or new construction, nor conversion of agricultural land.
10. Environmental Justice [Executive Order 12898]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project does not include new construction or conversion of land, just replacement and rehabilitation of existing equipment.
11. HUD Environmental Standards Noise Abatement and Control [24 CFR 51B]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project does not involve development of noise sensitive uses.
Explosive & Flammable Operations [24 CFR 51C]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project will not expose either people or buildings to such hazards.
Hazardous, Toxic or Radioactive Materials & Substances [24 CFR 58.5(i)(2)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The subject and adjacent properties are free of hazardous materials, contamination, toxic chemicals, gasses and radioactive substances which could affect the health or safety of occupants or conflict with the intended use of the subject property.
Airport Clear Zones & Accident Potential Zones [24 CFR 51D]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The project is not within an FAA-designated civilian airport Runway Clear Zone (RCZ) -or Runway Protection Zone, or within a military airfield Clear Zone (CZ) or Accident Potential Zone (APZ) -Approach Protection Zone, based upon information from the civilian airport or military airfield administrator identifying the boundaries of such zones.

DETERMINATION:

This project converts to EXEMPT, per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license (Status "A" has been determined in the status column for all authorities); Funds may be committed and drawn down for this (now) EXEMPT project; OR

This project cannot be converted to Exempt status because one or more statutes or authorities require formal consultation or mitigation. Complete consultation/mitigation protocol requirements. **Publish NOI/RROF and obtain Authority to Use Grant Funds** (ADOH E-13/HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down funds; OR

The unusual circumstances of this project may result in a significant environmental impact. This project requires preparation of an Environmental Assessment (EA). Prepare EA according to 24 CFR Part 58 Subpart E.

Prepared by (insert name and title) William D. Osborne, AICP, SEAGO Community Development Program Manager


Signature

7/23/2024
Date

Certifying Officer for Responsible Entity (insert name and title) Terry Hinton, Town Manager


Signature

7/23/24
Date

**TOWN OF DUNCAN 2024 COLONIAS
APPLICATION
WASTEWATER SYSTEM IMPROVEMENTS
ENVIRONMENTAL REVIEW RECORD:
SHPO/THPO**



Katie Hobbs
Governor

ARIZONA STATE PARKS & TRAILS

Bob Broscheid
Executive Director



GUIDANCE FOR SHPO REVIEW OF HUD/ADOH PROJECTS REVISED NOVEMBER 17, 2022

General

Applicants consult with SHPO on behalf of HUD, and Section 106 consultation is required if the project involves more than routine maintenance or as otherwise required by HUD (see HUD Notice [CPD-16-02](#)).

Project descriptions should match proposed activities in HUD Appendix A, Part III, Historic Preservation.

Projects involving “in-kind” replacement must meet the Secretary of the Interior’s Standards for the Treatment of Historic Properties (see <https://www.nps.gov/tps/standards.htm>). [Contact the SHPO Architect if you have questions or concerns.](#)

A consultation letter on letterhead should be addressed to Kathryn Leonard, Historic Preservation Officer and submitted via email: azshpo@azstateparks.gov.

When to Consult with SHPO:

1. As required by HUD/ADOH, and;
2. An undertaking involves project modifications exceeding maintenance (i.e., involves rehabilitation, significant repairs, new construction, removals, or demolition) to an above-ground resource including buildings, sites, structures or objects over 50 years in age;
3. The building, site, structure or object (the resource) has been determined eligible for individual listing, or is listed on, a local historic register, or the Arizona/National Register of Historic Places (A/NRHP);
4. The resource is under 50 years of age but is located in or adjacent to an eligible or listed local historic district or an A/NRHP historic district;
5. Ground disturbing activities are greater than 2 feet in any direction;
6. The proposed project involves acquisition or refinancing associated with exterior alterations, regardless of building age; and
7. Your entity does not hold an individual Programmatic Agreement with SHPO providing alternate compliance instructions.

Note: Consultation with SHPO is not required for modifications to manufactured housing.

What to Include in the Consultation Letter:

- Reference to a currently-valid Programmatic Agreement, if applicable
- Address of building or parcel (and/or Assessor’s Parcel Number)
- Funding source for the project
- Year the building was constructed, if applicable
- Description of resource (including character-defining features)
- Scope of Work (description of the proposed project)
- Any previous modifications to the historic building materials
- Whether the building is in or near a historic district (if so, name the district)
- Whether the proposed modifications will meet the Secretary of the Interior’s Standards for the Treatment of Historic Properties

- Extent (depth, width, length) of any proposed ground disturbance
- Any archaeological work previously been conducted in the project area (reference resulting report)
- Request for concurrence with a finding “no historic properties affected” OR “no adverse effect” OR “adverse effect” (per the National Historic Preservation Act, 36 CFR Part 800)
- Email address of person who should receive SHPO’s response

ATTACHMENTS

All Submittals

- Exterior Photographs
- Interior photographs where work is proposed (if applicable and/or accessible)
- Location map(s) showing where the building or parcel is located, with street names

Historic Property Inventory Form

If work is being proposed on above-ground architectural resources over 50 years of age that have not been previously evaluated by SHPO for eligibility for listing on the Arizona/National Register of Historic Places, an Historic Property Inventory Form should be completed to the best of your ability, and included in all requests for consultation. AZ SHPO Historic Property Inventory Forms are available for download at: <https://azstateparks.com/shpo-forms-and-publications>

Architectural Drawings and Site Plans, if applicable:

If work involves any of the following activities, submit schematic or design development drawings, or a detailed written scope, for initial review:

- | | |
|--|------------------------------|
| • Significant Visible Exterior Alterations | • Full or Partial Demolition |
| • Hazardous Materials Abatement | • Adding New Wall Openings |
| • Constructing Permanent Ramps/Stairs | • Window Replacement |
| • Roof Replacement | • Exterior Door Replacement |
| • Masonry Rehabilitation | • Building Additions |
| • Hardscapes (driveways, walkways) | • Enclosing Carports |
| • Foundation Work | • Structural Alterations |
| • New/Relocated | • Building Relocations |
| • HVAC/Plumbing/Electrical Systems | • Adding Elevators |
| • Interior Floor/Wall/Ceiling alterations | |

Additional questions?

Please contact us at AZSHPO@azstateparks.gov

E-5 Checklist for Tribal Consultation under Section 106

Section 106 requires consultation with federally-recognized Indian tribes when a project may affect a historic property of religious and cultural significance to the tribe. Historic properties of religious and cultural significance include: archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places, traditional cultural landscapes, plant and animal communities, and buildings and structures with significant tribal association. The types of activities that may affect historic properties of religious and cultural significance include: ground disturbance (digging); new construction in undeveloped natural areas; introduction of incongruent visual, audible, or atmospheric changes; work on a building with significant tribal association; and transfer, lease or sale of properties of the types listed above.

If a project includes any of the types of activities below, invite tribes to consult:

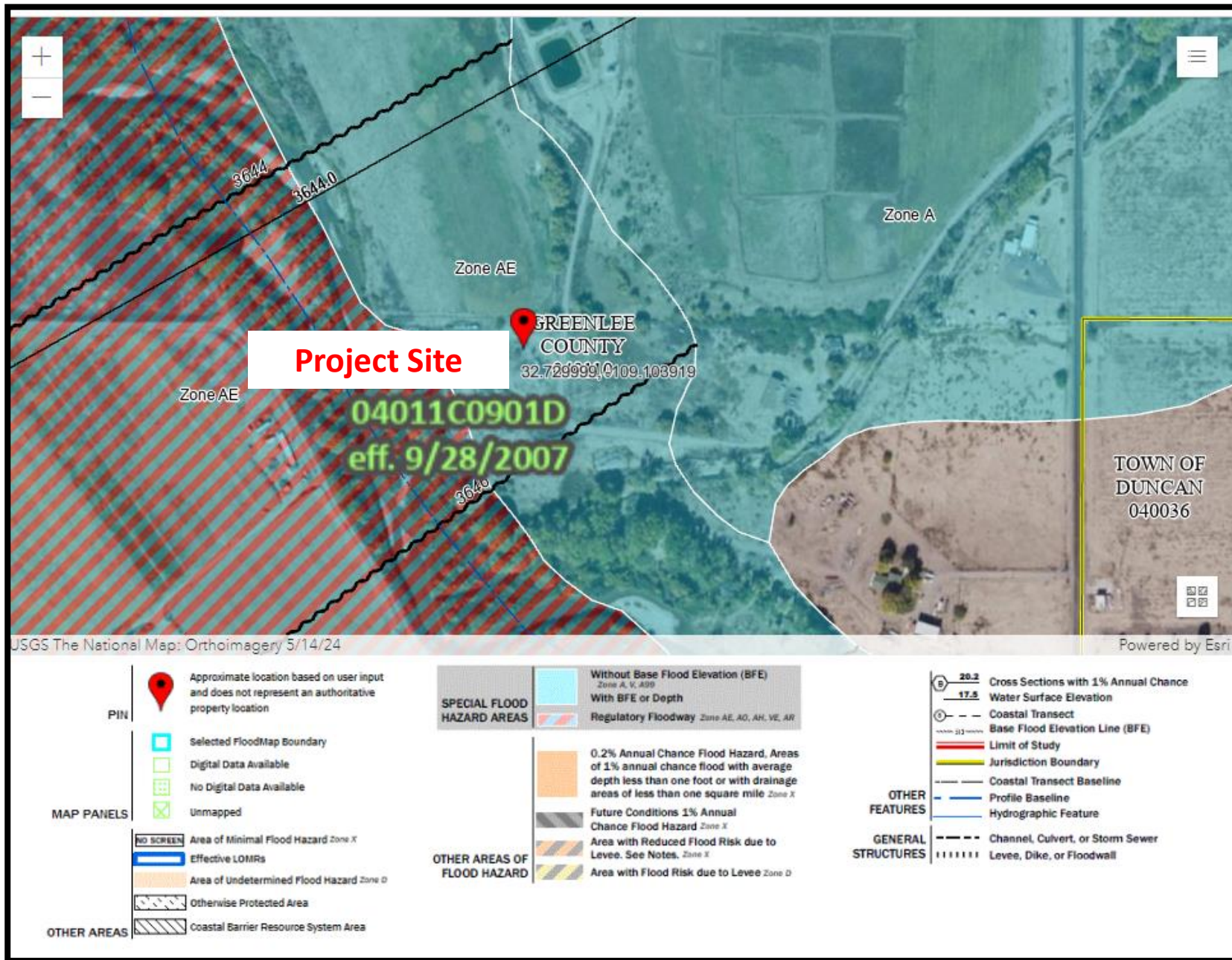
- Significant ground disturbance (digging)**
Examples: new sewer lines, utility lines (above and below ground), foundations, footings, grading, access roads
- New construction in undeveloped natural areas**
Examples: industrial-scale energy facilities, transmission lines, pipelines, or new recreational facilities, in undeveloped natural areas like mountaintops, canyons, islands, forests, native grasslands, etc., and housing, commercial, and industrial facilities in such areas
- Incongruent visual changes**
Examples: construction of a focal point that is out of character with the surrounding natural area, impairment of the vista or view shed from an observation point in the natural landscape, or impairment of the recognized historic scenic qualities of an area
- Incongruent audible changes**
Examples: increase in noise levels above an acceptable standard in areas known for their quiet, contemplative experience
- Incongruent atmospheric changes**
Examples: introduction of lights that create sky glow in an area with a dark night sky
- Work on a building with significant tribal association**
Examples: rehabilitation, demolition or removal of a surviving ancient tribal structure or village, or a building or structure that there is reason to believe was the location of a significant tribal event, home of an important person, or that served as a tribal school or community hall
- Transfer, lease or sale of a historic property of religious and cultural significance**
Example: transfer, lease or sale of properties that contain archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, plant and animal communities, or buildings and structures with significant tribal association
- None of the above apply**

Prepared by: William D. Osborne, AICP, SEAGO Community Development Program Manager

Signature: 

Date: 6/24/2024

**TOWN OF DUNCAN 2024 COLONIAS
APPLICATION
WASTEWATER SYSTEM IMPROVEMENTS
ENVIRONMENTAL REVIEW RECORD:
FLOODPLAIN MANAGEMENT
& WETLANDS**



Town of Duncan Wastewater System Improvements

2024 Colonias Set-Aside

FEMA -Flood Plain Map

Panels:

04011C0901D (9/28/2007)

E-9 ADMINISTRATIVE RECORD

Recipient Town of Duncan
ADOH Contract No 2024 Colonias

Executive Order 11988 Floodplain Management

Note: Use this form only if the project is located in a floodplain. Each attachment should include the Recipient information at top of this page. Please see the instructions on the next page.

1. Location of Project: The project site is located west of Fairgrounds Road and CC Herrera Lane, south of the nearby detention ponds. See Maps, attached.
2. Floodplain/Wetlands Notice: The Floodplains/Wetlands Notice (E-P.1) was published on July 3, 2024 in the Copper Era. A copy of the ad and affidavit of publication are attached.
3. Identification and Evaluation of Alternatives: Because the Wastewater Lift Station already exists, it would not be feasible to move it. The "no action" alternative would allow the lift station to further deteriorate. The "no action" alternative would lead to decreased wastewater system integrity.
4. Impact of the Proposed Project: The town's wastewater treatment service capacity would be restored and maintained.
5. Actions to Minimize, Restore, and Preserve: The project will restore and protect an existing, inadequate facility that handles a significant amount of Duncan's wastewater. The Contractor will be required to properly and lawfully dispose of all waste material from the project. The project will reconstruct manhole cover seals, and impregnate the lift station interior with a lining.
6. Re-evaluation of Proposed Project: Because the project consists of maintaining and upgrading existing wastewater system infrastructure, and because the project will not disturb natural areas or remove vegetation, its environmental impacts are anticipated to be minimal. Alternative locations for replacing wastewater infrastructure to serve area residences without creating greater impacts do not otherwise exist. The "no action" alternative would create more harm by allowing critical wastewater infrastructure to deteriorate or fail, causing harm to the public health, safety and general welfare.
7. Public Notice of Decision: July 31, 2024
8. Implementation.



Prepared by *(insert name and title)* William D. Osborne, AICP, SEAGO Community Development Program Manager

William D. Osborne

Signature

7/23/2024

Date

Publish for ALL projects located in floodplain/wetlands

PRIOR NOTICE

**E-P.1 - NOTICE OF PROPOSED PROJECT TO BE LOCATED IN (OR THAT WILL IMPACT ON) A
FLOODPLAIN OR WETLANDS**

Date of Publication: July 3, 2024

The Town of Duncan is proposing to conduct a wastewater system improvement by rehabilitating the existing lift station, to be funded with CDBG funds received through the Arizona Department of Housing (ADOH).

The Town of Duncan has determined that this proposed project lies in a floodplain/wetlands and thus is publishing this notice in compliance with Executive Orders 11988 or 11990 and the Floodplain Management Wetlands Protection Guidelines adopted by the Water Resources Council.

This proposed project is located west of Fairgrounds Road and CC Herrera Lane, south of the nearby detention ponds east of the Gila River, will consist of rehabilitating the town's wastewater lift station and influent manholes with a fiberglass impregnated liner system to provide internal structural integrity and protect the system from groundwater intrusion and reduce demands on the pumps, and will involve 0 acres of floodplain.

The Town of Duncan has additional information available on this project, which can be reviewed at 506 SE Old West Hwy, Duncan, AZ 85534 which is handicapped accessible or persons with special accessibility needs may contact Terry Hinton, Town Manager at (928) 359-2791. Interested persons can also call Terry Hinton at (928) 359-2791 for additional information about this proposed project. The Town of Duncan is now considering potential alternative sites, potential flood impact on the proposed project, and potential mitigation to minimize flood hazard or wetlands impact.

Written comments on this proposed project are invited and should be submitted by July 19, 2024 to Terry Hinton, Town Manager, 506 SE Old West Hwy, Duncan, AZ 85534. All such comments will be taken into account by the Town of Duncan prior to its decision on the proposed project.

Name and Address of Local Government or ADOH Certifying Officer:

Terry Hinton, Town Manager, 506 SE Old West Hwy, Duncan, AZ 85534

Signature of Certifying Officer  6/25/24

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Marco Coppola, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Copper Era (Greenlee County), a newspaper printed and published in the City of Clifton, County of Greenlee, State of Arizona, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Jul. 3, 2024

NOTICE ID: 0lw6m7RYVeuEgdXnRrEt

PUBLISHER ID: CEC000089

NOTICE NAME: E-P.1 FLOODPLAIN/WETLANDS

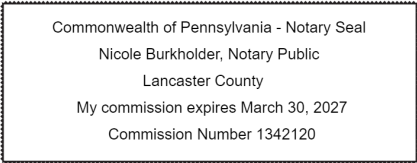
Publication Fee: 94.13

I declare under penalty of perjury that the foregoing is true and correct.

(Signed) Marco Coppola

VERIFICATION

State of Pennsylvania
County of Lancaster



Subscribed in my presence and sworn to before me on this: 07/10/2024

Nicole Burkholder

Notary Public
Notarized remotely online using communication technology via Proof.

PRIOR NOTICE

**E-P.1 - NOTICE OF PROPOSED PROJECT TO BE LOCATED IN
(OR THAT WILL IMPACT ON) A
FLOODPLAIN OR WETLANDS**

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Name and Address of Local Government or ADOH Certifying Officer:

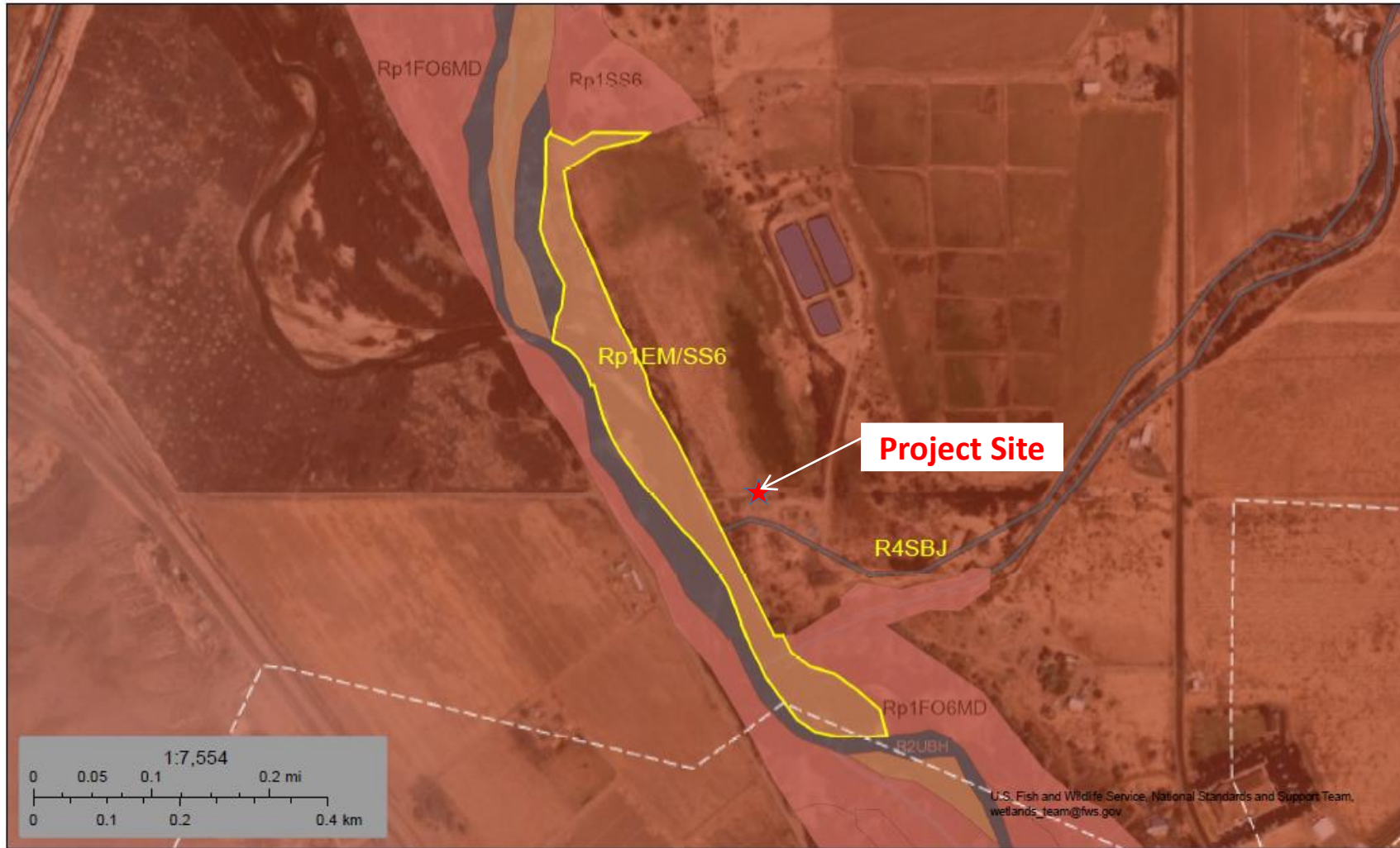
Terry Hinton, Town Manager, 506 SE Old West Hwy, Duncan, AZ 85534

Signature of Certifying Officer /s/
6/25/24

Req:Town of Duncan

Published: Copper Era, Clifton, AZ 85533

Date: July 3, 2024



Town of Duncan Wastewater System Improvements

2024 Colonias Set-Aside

US FWS - Wetlands Map

June 24, 2024

Wetlands

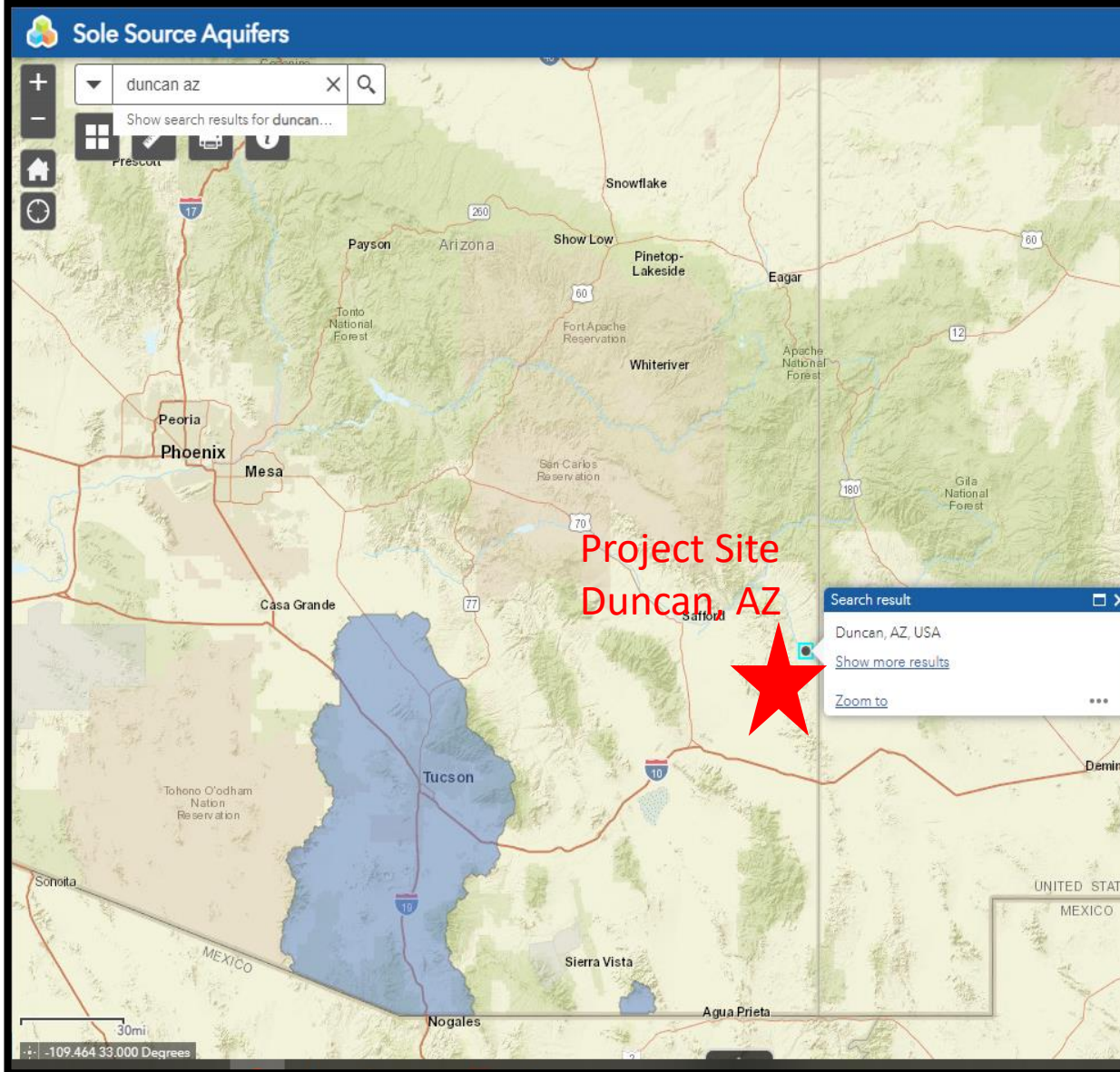
- Estuarine and Marine Deepwater
- Freshwater Forested/Shrub Wetland
- Lake
- Other
- Estuarine and Marine Wetland
- Freshwater Pond
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

**TOWN OF DUNCAN 2024 COLONIAS
APPLICATION
WASTEWATER SYSTEM IMPROVEMENTS
ENVIRONMENTAL REVIEW RECORD:
SOLE SOURCE AQUIFERS
& WILD/SCENIC RIVERS**

Town of Duncan Wastewater System Improvements 2024 Colonias Set-Aside

- Sole Source Aquifers Map
- Wild And Scenic Rivers Map



Town of Duncan Wastewater System Improvements 2024 Colonias Set-Aside National Rivers Inventory (NRI) – Gila River (Scenic)

Nationwide Rivers Inventory
This is a listing of more than 3,200 free-flowing river segments in the U.S. that are believed to possess one or more "outstandingly remarkable" values.

National Park Service
U.S. Department of the Interior

Gila River

Description: Scenic, recreational, geologic, T&E species, fish and wildlife, cultural. Steep sided canyons with associated high quality riparian and aquatic habitat.

Reach: Sec. 26, T.5 S., R.29 E. to confluence with East and West Forks of the Gila River

River Miles: 94

Outstandingly Remarkable Value: Scenic, Geologic, Fish, Wildlife, Cultural

Classification: Scenic

Year Listed/Updated: 1982/ 1993

Project Site

500 ft

National Park Service | © Mapbox | © OpenStreetMap contributors | Geocoding by Esri

**TOWN OF DUNCAN 2024 COLONIAS
APPLICATION
WASTEWATER SYSTEM IMPROVEMENTS
ENVIRONMENTAL REVIEW RECORD:
ENDANGERED SPECIES ACT**

Endangered Species Act (CEST and EA)

General requirements	ESA Legislation	Regulations
Section 7 of the Endangered Species Act (ESA) mandates that federal agencies ensure that actions that they authorize, fund, or carry out shall not jeopardize the continued existence of federally listed plants and animals or result in the adverse modification or destruction of designated critical habitat. Where their actions may affect resources protected by the ESA, agencies must consult with the Fish and Wildlife Service and/or the National Marine Fisheries Service (“FWS” and “NMFS” or “the Services”).	The Endangered Species Act of 1973 (16 U.S.C. 1531 <i>et seq.</i>); particularly section 7 (16 USC 1536).	50 CFR Part 402
References		
https://www.hudexchange.info/environmental-review/endangered-species		

1. Does the project involve any activities that have the potential to affect species or habitats?

No, the project will have No Effect due to the nature of the activities involved in the project.
 → *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documents used to make your determination.*

No, the project will have No Effect based on a letter of understanding, memorandum of agreement, programmatic agreement, or checklist provided by local HUD office.
 Explain your determination:

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documents used to make your determination.*

Yes, the activities involved in the project have the potential to affect species and/or habitats. → *Continue to Question 2.*

2. Are federally listed species or designated critical habitats present in the action area?

Obtain a list of protected species from the Services. This information is available on the [FWS Website](#) or you may contact your [local FWS](#) and/or [NMFS](#) offices directly.

No, the project will have No Effect due to the absence of federally listed species and designated critical habitat.

→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documents used to make your determination. Documentation*

may include letters from the Services, species lists from the Services' websites, surveys or other documents and analysis showing that there are no species in the action area.

- Yes, there are federally listed species or designated critical habitats present in the action area. → *Continue to Question 3.*

3. What effects, if any, will your project have on federally listed species or designated critical habitat?

- No Effect: Based on the specifics of both the project and any federally listed species in the action area, you have determined that the project will have absolutely no effect on listed species or critical habitat.
→ *Based on the response, the review is in compliance with this section. Continue to the Worksheet Summary below. Provide any documents used to make your determination. Documentation should include a species list and explanation of your conclusion, and may require maps, photographs, and surveys as appropriate.*

- May Affect, Not Likely to Adversely Affect: Any effects that the project may have on federally listed species or critical habitats would be beneficial, discountable, or insignificant.
→ *Continue to Question 4, Informal Consultation.*

- Likely to Adversely Affect: The project may have negative effects on one or more listed species or critical habitat.
→ *Continue to Question 5, Formal Consultation.*

4. Informal Consultation is required

Section 7 of ESA (16 USC. 1536) mandates consultation to resolve potential impacts to endangered and threatened species and critical habitats. If a HUD-assisted project may affect any federally listed endangered or threatened species or critical habitat, then compliance is required with Section 7. See 50 CFR Part 402 Subpart B Consultation Procedures.

Did the Service(s) concur with the finding that the project is Not Likely to Adversely Affect?

- Yes, the Service(s) concurred with the finding.
→ *Based on the response, the review is in compliance with this section. Continue to Question 6 and provide the following:*
- (1) A biological evaluation or equivalent document*
 - (2) Concurrence(s) from FWS and/or NMFS*
 - (3) Any other documentation of informal consultation*

Exception: If finding was made based on procedures provided by a letter of understanding, memorandum of agreement, programmatic agreement, or checklist provided by local HUD office, provide whatever documentation is mandated by that agreement.

No, the Service(s) did not concur with the finding. → Continue to Question 5.

5. Formal consultation is required

Section 7 of ESA (16 USC 1536) mandates consultation to resolve potential impacts to federally listed endangered and threatened species and critical habitats. If a HUD assisted project may affect any endangered or threatened species or critical habitat, then compliance is required with Section 7. See 50 CFR Part 402 Subpart B Consultation Procedures.

→ Once consultation is complete, the review is in compliance with this section. Continue to Question 6 and provide the following:

- (1) A biological assessment, evaluation, or equivalent document
- (2) Biological opinion(s) issued by FWS and/or NMFS
- (3) Any other documentation of formal consultation

6. For the project to be brought into compliance with this section, all adverse impacts must be mitigated. Explain in detail the proposed measures that will be implemented to mitigate for the impact or effect, including the timeline for implementation.

Mitigation as follows will be implemented:

No mitigation is necessary.

Explain why mitigation will not be made here:

Worksheet Summary

Compliance Determination

Provide a clear description of your determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to your region

The project does not involve any activities that have the potential to affect species or habitats. The scope of work involves lining existing wastewater piping and manholes. There will be no trenching, vegetation disturbance or additional lighting for this project.

Are formal compliance steps or mitigation required?

Yes

No

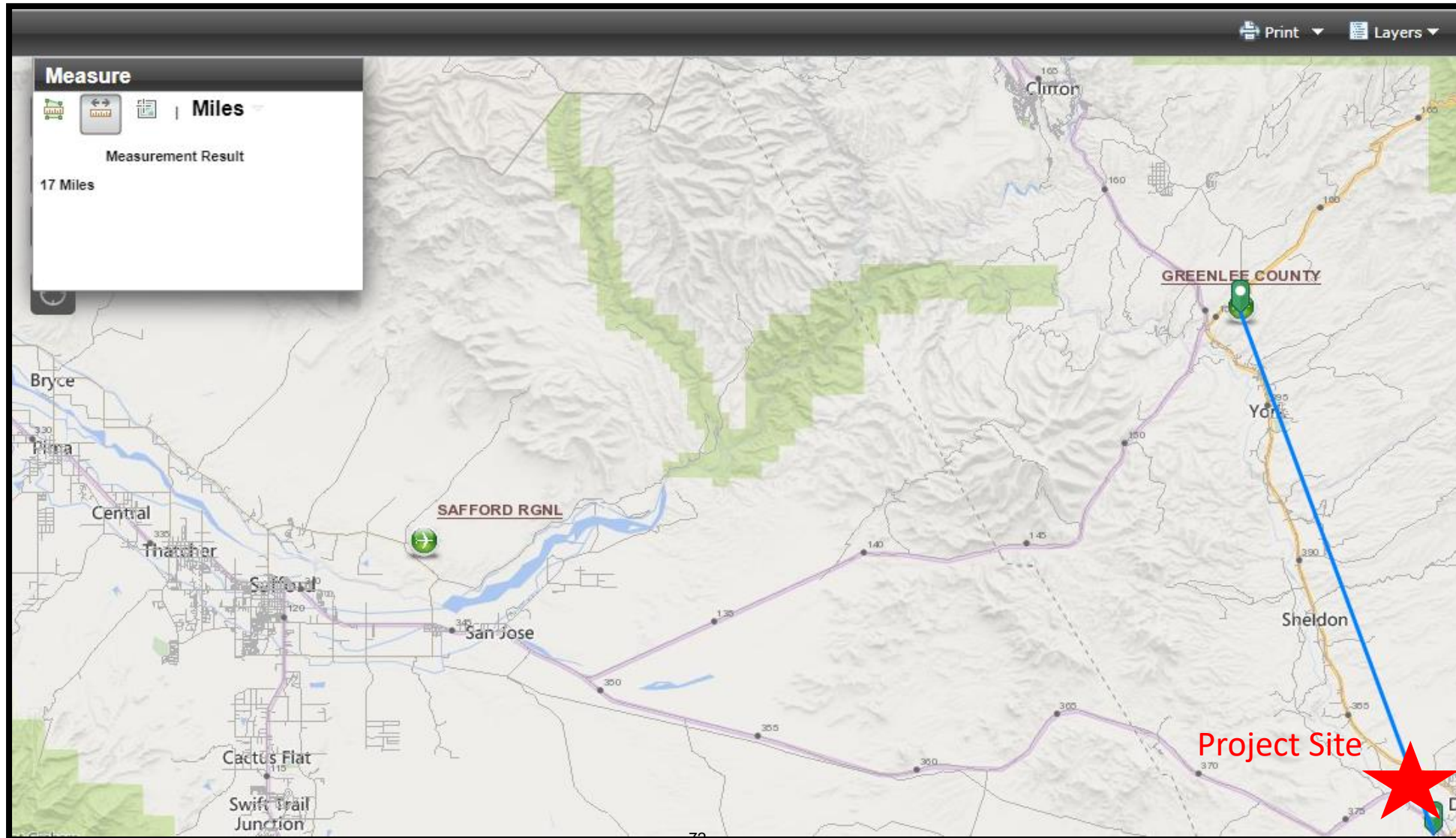
**TOWN OF DUNCAN 2024 COLONIAS
APPLICATION
WASTEWATER SYSTEM IMPROVEMENTS
ENVIRONMENTAL REVIEW RECORD:
EXPLOSIVES, FLAMMABLES
AND HAZARDOUS MATERIALS**

Town of Duncan Wastewater System Improvements 2024 Colonias Set-Aside Hazardous Materials



**TOWN OF DUNCAN 2024 COLONIAS
APPLICATION
WASTEWATER SYSTEM IMPROVEMENTS
ENVIRONMENTAL REVIEW RECORD:
AIRPORT CLEAR ZONES**

Town of Duncan Wastewater System Improvements 2024 Colonias Set-Aside – Airport Proximity/Airport Clear Zones



**TOWN OF DUNCAN 2024 COLONIAS
APPLICATION
WASTEWATER SYSTEM IMPROVEMENTS
ENVIRONMENTAL REVIEW RECORD:
DRAFT E-P.3 & E-DD**

**E-P.3 - NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS AND NOTICE OF DECISION
REGARDING PROJECT TO BE LOCATED IN (OR THAT WILL IMPACT ON) A FLOODPLAIN OR
WETLANDS**

July 31, 2024

Name of Responsible Entity (RE) Town of Duncan

Address: 506 SE Old West Hwy

City, State, Zip Code: Duncan, AZ 85534

Telephone number of Preparer RE Agency (928) 359-2791

REQUEST FOR RELEASE OF FUNDS

On or about August 8, 2024, the Town of Duncan will submit a request to the Arizona Department of Housing for the release of FY2024 Colonias Set-Aside CDBG funds under Title 1 of the Housing and Urban Development Act of 1974, to undertake a project known as Wastewater System Improvements for the purpose of: The improvements include rehabilitating the town's wastewater lift station and influent manholes with a fiberglass impregnated liner system to provide internal structural integrity and protect the system from groundwater intrusion and reduce demands on the pumps.

Further, in order to comply with Executive Orders 11988 or 11990 and the Water Resources Council's Floodplain Management/Wetlands Protection Guidelines, the Town of Duncan hereby states that this Wastewater System Improvements lies within an identified floodplain or wetlands (or will impact on a floodplain or wetlands). However, the Town of Duncan reached a decision that this is the only practicable alternative for this project. Its decision is based on an evaluation of the following alternative(s):

Taking no action, leaving the existing lift station as is with its deteriorating concrete seals around manhole covers, would increase infiltration of stormwater into the lift station, which will continue to make the pump work increasingly harder than necessary decrease its service life.

The Town of Duncan will, however, ensure that this project will conform to all state and/or local floodplain or wetlands protection standards, and will take the following actions to mitigate the flood hazard/impact on wetlands and to restore and preserve natural and beneficial values: obtain and comply with all permits as may be necessary.

The activities proposed are Categorically Excluded under HUD Regulations at 24 CFR Part 58 from National Environmental Policy Act requirements. For owner occupied rehabilitation projects, pursuant to 24 CFR 58.15, a specific review of the following items will be conducted on each proposed structure to be rehabilitated prior to beginning construction, and mitigation or project denial will be implemented as necessary: Historic Preservation, Airport Clearzones, Explosive and Flammable Operations, Toxic/Hazardous Materials, Contamination, Chemicals or Gasses; and Lead Based Paint. An Environmental Review Record (ERR) that documents the environmental determinations for this project is on file at 506 SE Old West Highway and may be examined or copied weekdays 8 A.M. to 5 P.M.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the Town of Duncan. All comments received by August 7, 2024 will be considered by the Town of Duncan prior to authorizing submission of a request for release of funds.

ENVIRONMENTAL CERTIFICATION

The Town of Duncan certifies to Arizona Department of Housing that Terry Hinton in his capacity as Town Manager consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The Arizona Department of Housing's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the Town of Duncan to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

Arizona Department of Housing will consider objections to its release of funds and the Town of Duncan's certification received by August 23, 2024 or for a period of fifteen days following its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the Town of Duncan ;(b) the Town of Duncan has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient or other participants in the project have committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by Arizona Department of Housing; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58) and shall be addressed to Arizona Department of Housing at 1110 W. Washington Avenue, Suite #280, Phoenix, AZ 85007. Potential objectors should contact the Arizona Department of Housing to verify the actual last day of the objection period.

Handwritten signature of Terry Hinton and date 7/23/24.

Signature of Certifying Officer
Terry Hinton, Town Manager

E-DD: DETERMINING DATES FOR CE or RER

Complete all shaded areas.

NOTE: The ROF date calculated here is for use in the NOI/RROF publication. The actual ROF date may differ depending on the date notices are actually received. The actual ROF date will be the date indicated on HUD form 7015.16, Authority to Use Grant Funds.

	Days of Comment Periods	Date	Comments	Reference in NOI/RROF
First Comment Period Comments are to be directed to the local unit of government that is the grantee, or, if a nonprofit grantee, to ADOH	Date of Publication:	7/31/20 24	Enter Date of publication. Save the entire newspaper page to send with the Request for Release of Funds (RROF). Keep extra copy for Environmental Review Record (ERR) file.	Top left hand corner of p.1
	Day 1	8/1/202 4	Day 1 of 1 st comment period is the <u>day after</u> publication.	Not Applicable
	2	8/2/202 4	List successive dates after Day 1 in the shaded "Date" column.	
	3	8/3/202 4		
	4	8/4/202 4		
	5	8/5/202 4		
	6	8/6/202 4		
	7	8/7/202 4 (Stop!)	Is day 7 a business day? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes , enter this date on the next line as the last day of 1 st comment period. If no , enter the next business day after day 7 on the next line as the last day of 1 st comment period.	
	Last day of 1st comment period	8/7/202 4	Do not send the RROF prior to close of business on this day. The public is entitled to 7 full days to make comments	In ¶ entitled "Public Comments"
	On or About Date:	8/8/202 4	Date expected to receive the RROF. RROF may be faxed or mailed. If using U.S. mail, allow extra days for delivery and receipt.	1 st sentence of Notice
Second Comment Period Comments are directed to ADOH or HUD (in the case of nonprofits)	Day 1	8/9/202 4	Day 1 of the 2 nd comment period is the <u>day after</u> the "on or about date," i.e., the day after RROF is received.	Not Applicable
	2	8/10/20 24	List successive dates after Day 1 in the shaded "Date" column.	
	3	8/11/20 24		
	4	8/12/20 24		
	5	8/13/20 24		
	6	8/14/20 24		
	7	8/15/20 24		
	8	8/16/20 24		
	9	8/17/20 24		
	10	8/18/20 24		
	11	8/19/20 24		
	12	8/20/20 24		
	13	8/21/20 24		
	14	8/22/20 24		

	15	8/23/20 24 (Stop!)	Is day 15 a business day? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes , enter this date on the next line as the last day of 2 nd comment period. If no , enter the next business day after day 15 on the next line as the last day of 2 nd comment period.	
	Last day of 2 nd Comment Period:	8/23/20 24	The last day of the 2 nd comment period must be a business day.	
	Release of Funds (ROF) Date:	8/24/20 24	The <u>day after last day of 2nd comment period</u>. This date does not have to be a business day, but it cannot be a federal holiday. If a federal holiday, use the day after the holiday as the ROF date. This ROF date is calculated here for use in the publication. DO NOT INCUR PROJECT COSTS until HUD 7015.16 is received.	

SECTION B

**CDBG
LABOR STANDARDS
& WAGE RATE**

TOWN OF DUNCAN

COLONIAS WATER SYSTEM IMPROVEMENTS

CDBG #1 18-25

SEAGO COMPLIANCE BID DOCUMENT

SECTION I

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

1. **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.**
2. **Certifications** – Required by federal law and **must be completed, signed and submitted with bid:**

Topics Included in Certifications:

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 Requirements

Build America, Buy America Act



FORM LS-2
CONTRACTORS CERTIFICATION CONCERNING LABOR
STANDARDS AND PREVAILING WAGES

Recipient: Town of Duncan	Contract No: 118-25
Activity Name: Colonias Water System Improvements	

1. I, the undersigned, am submitting a bid to (name of recipient): _____ for the construction of the (name of project): _____ and hereby acknowledge that the following items are included in the bid and will be incorporated by reference into the contract, should I be selected as the contractor for the project.
 - a. Labor Standards Provisions (HUD 4010);
 - b. Wage Decision # _____ Modification # _____ Bid Open Date: _____; and that
 - c. The correction of any infractions of the aforesaid conditions, including infractions by any of my sub-contractors and lower tier sub-contractors, is my responsibility.

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

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

4. Further, I certify that:
 - a. The demographic and business information of the undersigned are:

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

* See Demographic and Trade Code table below for information

LS-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!



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

Recipient: Town of Duncan	Contract No: 118-25
Activity Name: Colonias Water System Improvements	

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

(name of contractor or sub-contractor): _____

for (name of project): _____

for (nature of work): _____

in the amount of \$ _____ certify that:

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

2. I hereby certify that:

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

3. Further, I certify that:

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

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

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

Sign and submit with Bid

CERTIFICATIONS AND PROVISIONS

CIVIL RIGHTS

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

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

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

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES -

SECTION 503

(if contract \$10,000 or over)

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

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

PROCUREMENT OF RECOVERED MATERIALS

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

ACCESS TO RECORDS AND RECORDS RETENTION

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

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

CONFLICT OF INTEREST

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

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the *Grantee or Consultants*.
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 *Grantee or Consultants* that develops at any time during this contract will be immediately disclosed to the *Grantee and Consultants*.

ANTI-LOBBYING

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

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

of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
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.**

Build America, Buy America Act (BABA)

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

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

Sign and return this page with proposal.

CERTIFICATIONS SIGNATURE FORM

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

(Typed Name of Official)

(Signature of Official)

(Typed Name of Firm)

(Date)

Town of Duncan

Colonias Water System Improvements, CDBG #118-25

WAGE RATE DETERMINATIONS

**AZ 20240037 HEAVY MOD 4
11/15/2024**

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 their registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <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 contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

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

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

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

"General Decision Number: AZ20240037 11/15/2024

Superseded General Decision Number: AZ20230037

State: Arizona

Construction Type: Heavy

Counties: Apache, Cochise, Gila, Greenlee and La Paz Counties in Arizona.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	08/30/2024
3	10/25/2024
4	11/15/2024

BOIL0627-004 01/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 36.49	32.42

 ELEC0570-013 06/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 32.00	21.33%+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

 IRON0075-005 08/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 33.00	18.91

 * LABO1184-011 06/01/2024

	Rates	Fringes
LABORER		

GROUP 4

Jackhammer.....\$ 29.62 8.87

* SUAZ2012-026 05/17/2012

	Rates	Fringes
LABORER: Common or General.....	\$ 15.65 **	0.00
LABORER: Pipelayer.....	\$ 20.00	0.00
OPERATOR: Loader (Front End)....	\$ 20.23	6.31
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.70	0.00
TRUCKDRIVER.....	\$ 21.00	0.00

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 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

The body of each wage determination lists the 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.

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

- * 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.

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END OF GENERAL DECISION"

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.

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. 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-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.

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.**

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.

LS-4 - PAYROLL REPORT

NAME OF CONTRACTOR () OR SUBCONTRACTOR ()					ADDRESS												
PAYROLL NO.		FOR WEEK ENDING			PROJECT AND LOCATION Town of Duncan-Water System Improvements								PROJECT/CONTRACT NO. 121-24				
(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	No. of WH Exe m	(2) WORK CLASSIFICATION	(3) DAY AND DATE						(4) TOTAL HOURS	(5) RATE OF PAY	(6) GROSS AMOUNT EARNED	(7) DEDUCTIONS					(8) NET WAGES PAID
			O	T	W	T	F	S				FICA	FEDERAL WITH- HOLD- ING	STATE WITH- HOLD- ING	OTHER	TOTAL DEDUCT- IONS	
			HOURS WORKED EACH DAY														
			O														
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			O														
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GRANTEE USE ONLY		
Date Received: _____	Date Reviewed: _____	Reviewed By: _____
Grantee Name: Town of Duncan		CDBG Contract No: 121-247

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 _____
 (Contractor or subcontractor) from the full weekly wages earned by

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 QUADRUPPLICATE, 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) <i>(Use reverse or attach additional sheets, if necessary)</i>	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. <input type="checkbox"/> AGREE <input type="checkbox"/> 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
--	---------------------------------------	----------------



FORM LS-15
AUTHORIZATION FOR DEDUCTIONS

Recipient: Contract No:
Activity Name:

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

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

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

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

(Page of)

2. Name of Contractor/Sub: _____

Signature of Authorized Representative

Date

Typed Name:

Phone Number

**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 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 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 of suspension.

Signature

Date

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



S3B-2 Permanent
and Project Workforc

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 Youth Build 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 Youth Build participant. I was hired within the past five years and at the time of my hire was a Youth Build participant.

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

Signature: _____

Date: _____

TARGETED SECTION 3 WORKER 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 very low or low-income limit; or
3. Is employed by a Section 3 business; OR
4. Is a Youth Build 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:

Training and apprenticeship positions that will be available:

Title _____ Number _____

Minimum Qualifications:

For further information, including requests relating to accessibility needs, please contact:
William D. Osborne, AICP, Southeastern Arizona Governments Organization Community Development
Program Manager, 1403 W. Highway 92, Bisbee, AZ 85603, (520) 432-5301 x203, wosborne@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					

S3R-1C SECTION 3 CONTRACTOR REPORT FORM

Click on icon below to open



S3R-1C Section 3
Contractor Report Fo

SECTION C

PLANS AND SPECIFICATIONS

TOWN OF DUNCAN

COLONIAS WATER SYSTEM IMPROVEMENTS PROJECT

CDBG #1 18-25



**TOWN OF DUNCAN
COLONIAS WATER SYSTEM IMPROVEMENTS
CDBG #118-25**

CONSTRUCTION SCOPE OF WORK – ACTIVITIES AND MATERIALS

Included in this scope of work:

- Demolition of Existing Discharge Header Assembly
- Rebuild Discharge Header
- CIPM Liner System
- Repair Manholes, Piping, Valves and Liners
 - Labor
 - Equipment
 - Materials
 - Supervision
 - Taxes

Not included in this scope of work:

- Traffic Control
- Engineering
- Survey
- Material Testing (QA/QC)
- Stormwater Pollution Prevention Plan (SWPPP)
- Site Stabilization
- Pavement Removal
- Pavement Replacement
- Over-Excavation
- Off-Site Export
- Construction Water Cost
- Landscape Establishment, Seeding, Herbicide
- Permits

Terry Hinton, Town Manager
Town of Duncan
506 SE Old West Hwy
Duncan, AZ 85534
(928) 359-2791