

INVITATION TO BID

TOWN OF FLORECE FLORENCE 12-INCH WATER LINE AUGMENTATION PHASE 2 PROJECT RUGGLES STREET, FLORENCE, AZ

The Town of Florence hereinafter referred to as "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 a minimum of a B-2 commercial license as registered with the Arizona Registrar of Contractors to perform the following services:

Project Description

This federally funded project consists of a water line improvement project as follows:

Install approximately 3,000 LF of water line improvements in the Town of Florence, Arizona along Ruggles Street from North Park Street to North Phoenix Street then south on North Phoenix Street to 12th Street, west on 12th Street and south on North Warner Street to Butte Avenue. The improvements include replacing 6-inch pipe with 12-inch PVC or DIP pipe. Install connections to existing system. Install valves, fire hydrants, tapping sleeves, and concrete encased sewer. Replace curb, sidewalk, asphalt, and customer service lines as necessary.

Objective/Scope of Work

The contractor shall furnish all materials, labor, equipment, services, transportation and perform all the work for the Town's project known as the Waterline Improvement Project for the Town of Florence, Arizona as called for in the Specifications and Drawings. The proposer should prepare a detailed time schedule for completion. 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.

Proposals

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

Sealed bids will be received in the office of the **Town Clerk, Florence Town Hall, 775 North Main Street until 1:00 p.m., on Thursday, September 20, 2018**, at which time all bids received will be opened and the amount of the total bid and alternates read aloud. Failure of the proposer to

complete all bid documents may result in rejection of the proposal. All bids should be identified as “**Sealed Proposal - Florence 12-inch Water Line Augmentation Phase 2 Project**”.

A bid security in the form of a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the bid shall accompany each proposal. 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 Florence. Said bid security shall be considered liquidated damages and shall be forfeited to the Town of Florence in the event the proposal is accepted and the successful bidder fails to execute the contract and furnish the required bonds within ten (10) working days after the notice of bid award.

The Town will conduct a mandatory pre-bid conference and site inspection on **Monday, September 10, 2018**, beginning at **10:00 a.m.** Interested bidders should meet at the Florence Town Hall, 775 North Main Street which is accessible to persons with disabilities. Individuals with special accessibility needs, may contact the Town of Florence ADA Coordinator at (520) 868-7574 or TTY: (520) 868-7502 or e-mail: maria.hernandez@florenceaz.gov at least seventy-two (72) hours prior to the meeting.

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

All questions about the meaning or intent of the bidding documents are to be submitted in writing by **Monday, September 10, 2018**. Any interpretations, clarifications, or other/additional information considered necessary by the Town in response to such questions, or otherwise, will be issued by Addenda delivered to all parties recorded as having received the bidding documents by **Friday, September 14, 2018**.

Questions received after the due date may be answered at the sole discretion of the Town. Inquiries regarding the Invitation to Bid directed to persons other than the Town's designated representative may not be answered, and any answers received other than as set forth in the Invitation to Bid will not be binding upon the Town.

Only answers provided by written Addenda may be binding upon the Town. Oral and other interpretations or clarifications will be without legal effect. The Town shall not be held responsible if a bidder fails to receive any Addenda issued. The Town shall not be responsible for any oral representations or statements relating to the solicitation specifications made by an employee, agent or officer of the Town. Addenda may be issued to clarify, correct, supplement, or change the bidding documents.

Receipt of Addenda shall be acknowledged by signing and returning the form included herein with the Invitation to Bid by the specified bid due date. Potential bidders are responsible for obtaining all Addenda relevant to this Invitation to Bid via the issuing office or other means.

Copies of the bidding documents, plans, specifications and contract documents may be obtained at the Office of the Town Clerk, Florence Town Hall, 775 North Main Street, Florence, AZ 85132; the Town of Florence Development Services Department, 224 W. 20th Street, Florence, AZ; and www.florenceaz.gov.

Correspondence, questions and/or clarifications of the **bidding procedure** should be directed to: Susan Jonas, Administrative Assistant, Town of Florence Development Services, Post Office Box 2670, Florence, AZ 85132; phone number: (520)868-7614; fax: (520)868-7546; or e-mail: susan.jonas@florenceaz.gov.

Correspondence, questions and/or clarifications concerning the **plans or specs** should be directed to: Project Manager, Timm Wainscott, Town of Florence Water Utilities Superintendent, Post Office Box 2670, Florence, AZ 85132; phone number: (520)868-7619; fax: (520) 868-7546; or e-mail: timwainscott@florenceaz.gov.

The Town of Florence 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 Florence 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 Florence is an Affirmative Action/Equal Opportunity Employer

Instructions to Bidders

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

1. Complete the Contractor's Qualification Statement, being certain to include the following information:
 - a. Include information concerning the firm's experience in the past five (5) years in the construction of public facilities, specifically identifying projects funded with federal dollars subject to federal Labor Standards/Davis-Bacon. List the most representative projects. Be certain to include information on how to contact the owner as these references may be verified during the scoring process.
 - b. Identify the project team (owner, construction supervisor, bookkeeper, etc.) and crew make-up by classification (carpenter, concrete finisher, laborer, etc.). Remember to submit short resumes of the key personnel.
 - c. Provide a list of current major project commitments by the firm.
 - d. Provide a minimum of three (3) credit references including company name, contact person, address and telephone number.
2. Utilizing the form provided, identify sub-contractors and material suppliers known when bid is submitted.
3. Provide a detailed timeframe for project completion.
4. 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.
5. 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 ten percent (10%) of the amount of the bid.

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

Such bonds shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable and

acceptable to the Town of Florence and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.

Insurance

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

The Certificate of Insurance shall name as additional insured the Town of Florence. 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.

COMPLETE THE FOLLOWING INSURANCE REQUIREMENTS AFTER CONSULTATION WITH LEGAL COUNSEL.

- Workers' Compensation (statutory)
- Protective Bodily Injury
- Personal Property
- Automobile Bodily Injury and Property Damage

Award of the Contract

The Town of Florence 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 forty-five (45) calendar days after the date of the bid opening. Proposals may not be modified after submittal. Bidders may withdraw proposals at any time prior to bid opening. No proposal may be modified or withdrawn after the bid opening except where the award of the contract has been delayed more than 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. Contractors must have a current and valid SAM registration in order to be awarded a contract paid with federal funds.

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: Town Clerk, Town of Florence, 775 North Main Street, P. O. Box 2670, Florence, AZ 85132 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, Project Manager or others, the Town will respond to the protest. The Town of Florence 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.

CONTRACTOR'S QUALIFICATION STATEMENT

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

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

DUNS NUMBER:

TAXPAYER/EMPLOYER ID NUMBER:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual

- Joint Venture
- Other

1. How many years has your organization been in business as a general contractor?

2. How many years has your organization been in business under its present business name?
 - a. Under what other or former names has your organization operated?

3. If a corporation, answer the following:
 - a. Date of incorporation
 - b. State of incorporation
 - c. President's name
 - d. Vice-president's name(s)
 - e. Secretary's name
 - f. Treasurer's name

4. If an individual or a partnership, answer the following:
 - a. Date of organization
 - b. Name and address of all partners (state whether general or limited partnership)

5. If other than a corporation or partnership, describe organization and name principals.

6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers. List states in which partnership or trade name is filed.

7. We normally perform the following work with our own forces.

8. Have you ever failed to complete any work awarded to you? If so, note when, where and why.

9. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.

10. On a separate sheet, list major construction projects your organization has in process, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

11. On a separate sheet, list the major projects your organization has completed in the past five (5) years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

12. On a separate sheet, list the construction experience of the key individuals of your organization.

13. Trade references.

14. Bank references.

15. Name of bonding company and name and address of agent.

16. Attach a financial statement, audited if available, including contractor's latest balance sheet and income statement showing the following items:
- a. Current assets (i.e. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).
 - b. Net fixed assets.
 - c. Other assets.
 - d. Current liabilities (i.e. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
 - e. Other liabilities (i.e. capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).
 - f. Name of firm preparing financial statement and date thereof.
 - g. Is this financial statement for the identical organization named on Page One (1)?
 - h. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (i.e. parent-subsidary).
 - i. Will this organization act as guarantor of the contract for construction?

17. Dated at _____
this _____ day of _____, 20_____.

Name of organization: _____

By

Title

18. _____ being duly sworn deposes and says that he/she is the _____ of _____ contractor(s) and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

**BID PROPOSAL FORM
TOWN OF FLORENCE
FLORENCE 12-INCH WATER LINE AUGMENTATION PHASE 2
PROPOSAL FORM**

PROJECT IDENTIFICATION: Public Works: Water Line Improvements

CONTRACT IDENTIFICATION AND NUMBER: 111-18

THIS BID IS SUBMITTED TO: Town of Florence
775 North Main Street
Florence, AZ 85132

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the Town of Florence in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents. Contractors must have a current and valid SAM registration in order to be awarded a contract paid with federal funds.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for thirty (30) days after the day of bid opening. Bidder will sign and submit the contract with the bonds and other documents required by the bidding requirements within ten (10) days after the date of Notice of Award.
3. In submitting this bid, bidder represents, as more fully set forth in the contract, that:
 - a. Bidder has examined copies of all of the bidding documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addendum Number
_____	_____
_____	_____
_____	_____

- b. Bidder has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

- c. Bidder specifies that the firm will not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order 2009-9 and all other applicable state and federal laws, regulations and Executive Orders.
 - d. Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.
 - e. Bidder has correlated the information known to the bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
 - f. Bidder has provided the Town written notice of all conflicts, errors, ambiguities or discrepancies that bidder has discovered in the contract documents and the written resolution thereof by Town is acceptable to bidder and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
 - g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself/herself any advantage over any other bidder or over the *Town*.
4. Bidder will complete the work in accordance with the contract documents for the following price:
-

- 5. Bidder agrees that the work will be fully completed and ready for final payment within **one hundred twenty (120) calendar days** after the date when the contract time commences.
- 6. Bidder accepts the provisions of the contract as to liquidated damages of **\$500 per day** for each consecutive calendar day in the event of failure to complete the work within the times specified in the contract.
- 7. The following documents are attached to and made a condition of this bid:
 - a. Required bid security in the form of _____
 - b. Contractor Qualification Statement and supporting data
 - c. Sub-contractor and Material Suppliers List
 - d. Wage Rate Decision
 - e. LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
 - f. Certifications

8. Communications concerning this bid shall be addressed to:

Name: _____

Address: _____

Phone: _____

Submitted on (date): _____

State Contractor License No: _____

Contractor DUNS No: _____

If bidder is:

An Individual

By (Signature of Individual):
Typed or Printed Name of Individual:
(dba):
Business Address:
Phone Number:

A Partnership

By (Firm's Name):
Signature of General Partner:
Typed or Printed Name of General Partner:
Business Address:
Phone Number:

A Corporation

By (Corporation's Name):	(Affix Seal)
State of Incorporation:	
Signature of Authorized Signer:	
Typed or Printed Name of Authorized Signer:	
Business Address:	
Phone Number:	

PROPOSAL CHECK LIST

- Proposal Form

- Bid Bond, Certified Check or Cashier's Check

- Contractor's Qualification Statement with Supporting Documents
 - List of Most Representative Projects (Davis-Bacon identified)
 - Identification of Project Team and Crew Make-up
 - Resumes of Key Personnel
 - List of Current Major Project Commitments
 - Financial Statements
 - Credit References

- Sub-contractor and Material Suppliers List

- LS-2 – Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

- Certifications

CERTIFICATIONS

CIVIL RIGHTS

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

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

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

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:

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

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

PROCUREMENT OF RECOVERED MATERIALS

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

ACCESS TO RECORDS AND RECORDS RETENTION

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

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

CONFLICT OF INTEREST

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

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

ANTI-LOBBYING

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

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

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

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

(Typed Name of Official)

(Signature of Official)

(Typed Name of Firm)

(Date)

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

The Town of Florence will monitor compliance with Section 3 provisions and standards. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to the Town is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to contact Town of Florence, Jennifer Evans at phone number 520-868-7549; or email: Jennifer.evans@florenceaz.gov.

S3B-1 Section 3 Assurance (1 page)

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

S3B-2 Estimated Project Work Force Breakdown (1 page)

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

S3B-3 Section 3 Business Self-Certification (1 page)

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

Recipient: _____ Contract No.: _____
Activity No.: _____ Activity Name: _____

**THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS
OR WITHIN THREE (3) DAYS OF CONTRACT AWARD**

SECTION 3 ASSURANCE

1. I, the undersigned, _____, as official representative of _____
(printed name) (contractor)
agree to comply with Section 3 requirements, to include recordkeeping and reporting, for
the _____. It is understood that failure to comply may result in the following
(project)
sanctions: cancellation, termination or suspension of this contract in whole or in part.

2. Prime Contractor

- a. The number of positions needed in this project: _____
Details of occupational categories provided in Attachment A _____ (yes)
- b. The number of these positions to be filled by regular, permanent employees: _____
- c. The number of positions projected to be filled by low income area residents: _____
Details of occupational categories provided in Attachment A _____ (yes)

3. Sub-contractors/Vendors

- a. The number of sub-contractors projected to be utilized for this project: _____
- b. The number of sub-contractors projected to be Section 3 businesses: _____
- c. The number of businesses/suppliers projected to be utilized: _____
Dollar amount: \$ _____
- d. The number of businesses/suppliers projected to be Section 3 businesses/suppliers:
_____ Dollar amount: \$ _____

Authorized Signature

Date

Recipient: _____ Contract No.: _____
 Activity No.: _____ Activity Name: _____

**THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS
 OR WITHIN THREE (3) DAYS OF CONTRACT AWARD**

**Attachment A
 Section 3
 ESTIMATED PROJECT WORK FORCE BREAKDOWN**

1.	2.	3.	4.	5.	6.
Job Category	Total Estimated Positions Needed for Project	# of Positions Occupied by Permanent Employees	# of Positions Not Occupied	# of Positions to be Filled with Section 3 Residents	Approximate Hiring Date
Supervisor					
Professional					
Technical					
Office/Clerical					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
TOTALS					

Section 3 Resident

Individual residing within the Section 3 Area whose family income does not exceed eight percent (80%) of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3 covered project is located. See attached income schedule.

 Person Completing Form / Date

 Company

 Project Name / Number

 Company Address

 Telephone Number / E-mail

S3B-2 (04/2016)

Recipient: _____ Contract No.: _____
Activity No.: _____ Activity Name: _____

**THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS
OR WITHIN THREE (3) DAYS OF CONTRACT AWARD, IF APPLICABLE**

**SECTION 3 BUSINESS SELF-CERTIFICATION
A. Basis for Self-Certification**

The _____, located at _____
(name of business) (address)

hereby certifies that it is a Section 3 business, as defined by HUD, on the basis of the following:

(Check all applicable)

- 1) _____ Fifty-one percent (51%) or more ownership by Section 3 residents;
- 2) _____ At least thirty percent (30%) of the current permanent, full-time employees are Section 3 residents or were Section 3 residents at the time they were hired (within the past three (3) years);
- 3) _____ Is committed to sub-contracting more than twenty-five percent (25%) of the total dollars awarded by [recipient] to business concerns that meet the qualifications indicated in 1) or 2) above.

B. Certifications

I, the undersigned, hereby certify that:

- 1) I have the legal authority to make these certifications on behalf of _____;
(name of business)
- 2) Documentation exists to verify the basis for the Self-Certification indicated in A. above;
- 3) This documentation will be made available to the recipient, the State of Arizona Department of Housing, HUD or its designated representatives, during normal business hours, upon request;
- 4) This documentation will be maintained for at least five (5) years after completion of the requirements of the contract provided by the recipient;
- 5) The information provided in A. above is true and accurate to the best of my knowledge; and
- 6) I am aware that both I and the business identified above, are liable to civil and criminal penalties for willful falsification of any of the information provided in this document.

Signature

Date

Printed Name

Title

S3B-3 (04/2016)

CONSTRUCTION CONTRACT

CONTRACT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20_____, by and between the TOWN OF FLORENCE, County of Pinal, State of Arizona (hereinafter called the "TOWN") acting herein by the Mayor of the Town of Florence, hereunto duly authorized, and _____ (hereinafter called the "CONTRACTOR") acting herein _____ hereunto authorized.

WITNESSETH THAT:

The TOWN desires to engage the CONTRACTOR to render construction services for the Florence 12-inch Water Line Augmentation Phase 2, Contract #111-18

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:

Replace approximately 3,000 LF of 6-inch water line with 12-inch PVC and DIP pipe. Install connections to existing system. Install valves, fire hydrants, tapping sleeves, and concrete encased sewer. Replace curb, sidewalk, asphalt, and customer service lines as necessary.

2. Access to Information

It is agreed that all information, data reports, records and plans as are existing, available and necessary for carrying out of 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 addendum.

3. Project Manager - Administration

The TOWN is designated as project manager. The project manager shall be empowered to perform all administrative functions as required for management of the project and verification of compliance with ADOH requirements.

4. Contract Times

The work will be completed and ready for final payment within one hundred twenty (120) calendar days of the date in the Notice to Proceed.

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 \$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 maximum amount of compensation and reimbursement to be paid hereunder shall not exceed: [\$]. Originals of the Applications for Payment are to be submitted no later than the first day of the month to:

Town of Florence
Attention: Finance
P. O. Box 2670
Florence, AZ 85132

Additionally, no later than the first day of the month, a copy of the Application for Payment is to be emailed to: Timm Wainscott, PROJECT MANAGER, Town of Florence at timwainscott@florenceaz.gov; and Jennifer Evans, Management Analyst, Town of Florence at jennifer.evans@florenceaz.gov. On a weekly basis, the PROJECT MANAGER shall verify compliant completion of all necessary documentation required by ADOH, including but not limited to, federal Labor Standards/Davis-Bacon.

The TOWN and CONTRACTOR mutually agree that the TOWN will make a progress payment based on a duly certified and approved (by a duly authorized representative of the TOWN) 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 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 he 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

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

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 Pinal County, Arizona.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

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

9. Project Familiarity and Identification of Conflicts

In order to induce the 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 by the TOWN 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 "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

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

COMPLETE THE FOLLOWING INSURANCE REQUIREMENTS AFTER CONSULTATION WITH LEGAL COUNSEL.

- Workers' Compensation (statutory)
- Protective Bodily Injury
- Personal Property
- Automobile Bodily Injury and Property Damage

11. Timely Submission of Labor Standard Forms

All forms necessary for compliance with the Davis-Bacon Wage Act shall be delivered to the TOWN 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:

1. This Agreement pages 29 to 70
2. Exhibit A: Terms & Conditions
3. Certifications
4. Performance, Payment and other Bonds
5. Notice to Proceed
6. General Conditions and Supplementary Conditions
7. Specifications and drawings incorporated in the bidding documents
8. Bidding documents including addenda acknowledged in CONTRACTOR bid.

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 _____, **2018** and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

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

Approved as to Form:

TOWN OF FLORENCE

Clifford L. Mattice, Town Attorney

Tara Walter, Mayor

ATTEST:

CONTRACTOR:

Lisa Garcia, Town Clerk

President

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

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

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

12. CONTRACTOR will comply with the requirements of the 2010 ADA Standards for Accessible Design.

13. Interest of Members of a TOWN 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

19. 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.

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

TOWN will monitor compliance with such provisions and standards on behalf of the Town of Florence. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to TOWN is listed below. Should you have any questions concerning Federal Labor Standards or the forms to be submitted, please feel free to call TOWN, Jennifer Evans at phone number: (520) 868-7549; or e-mail: Jennifer.evans@florencaz.gov.

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

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

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

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

LS4 Weekly Payroll Report

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

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

LS5 Statement of Compliance

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

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

LS7 Notice to All Employees

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

LS15 Authorization for Deductions

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

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

Verification of Fringe Benefit Plan

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

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

OR

- b. A letter addressed to TOWN 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 TOWN, the Town of Florence, architect, 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, TOWN will monitor compliance with the federal Labor Standards/Davis-Bacon. This monitoring shall include, but not be limited to, contractor and sub-contractor employee interviews, on-site inspections, review of the weekly payroll, etc., as required. Copies of the LS forms to be completed during monitoring are available from TOWN.

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(II) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 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 rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Recipient: _____ Contract No.: _____
Activity No.: _____ Activity Name: _____

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

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 also be incorporated by reference into the contract, should I be selected as the contractor for the project.
 - a. Labor Standards Provisions (HUD 4010);
 - b. Wage Decision # _____; 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 any lower tier sub-contractors, is my responsibility.

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

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

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

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

* See Demographic and Trade Code table below for information

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

b. The undersigned is:

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

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

NAME

TITLE

ADDRESS

Recipient: _____ Contract No.: _____
 Activity No.: _____ Activity Name: _____

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

1. I, the undersigned, having submitted a bid or having executed a contract with:
 (contractor or sub-contractor): _____
 for (name of project): _____
 for (nature of work): _____
 in the amount of \$ _____ certify that:

- a. The Labor Standards Provisions (HUD 4010) are included in the aforementioned contract or bid;
- b. Wage Decision # _____; 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 #	DUNS #	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
\$									

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* See Demographic and Trade Code table below for information

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

b. The undersigned is:

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

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

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

<u>NAME</u>	<u>ADDRESS</u>	<u>NATURE OF INTEREST</u>
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- e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

NAME

ADDRESS

TRADE CLASSIFICATION

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

a. Name of Contractor: _____

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

c. Typed or Printed Name: _____

d. Title: _____

e. Date: _____

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

PAYROLL

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



Rev. Dec. 2008

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

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.: 1235-0008 Expires: 02/28/2018
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO OF WITHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

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

(over)

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)

_____ that during the payroll period commencing on the _____
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full _____
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

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

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

**PREVAILING
WAGES**

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

OVERTIME

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

ENFORCEMENT

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

APPRENTICES

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

PROPER PAY

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

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



For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV



FORM LS-9 RECORD OF EMPLOYEE INTERVIEW

Grantee: CDBG Contract No: Activity Name: Activity No:

Sensitive Information: The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative and physical safeguards to ensure their security and confidentiality. The information collected herein is voluntary, and any information provided shall be kept confidential.

A. TO BE COMPLETED PRIOR TO INTERVIEW

- 1. a. Contractor: b. Subcontractor: 2. Observe employee at work. Describe the duties you saw him/her engaged in and the tools used: 3. Date:

B. INTERVIEW

- 1a. Your name: 1b. Verification of identification: Yes No 2. Your phone number, home address, to include zip code, and mailing address if different: 3. The last day you worked on this project (by day & date) PRIOR to today: 4. The number of hours you worked on that day: 5. Your job classification (list all or indicate if unknown): 6. Your hourly rate of pay (indicate also if paid in more than one classification or if unknown): 7. a. Do you receive your fringe benefits in cash or are you covered by a fringe benefit plan? Cash Fringe Benefit Plan Unknown b. If received in cash, amount per hour: c. If a plan, type of benefits received? (Check all that apply) Vacation Medical Pension Other: 8. Are you an apprentice, trainee or in a HUD approved Step Up Program? Yes (Name of program:) No 9. Describe your job duties and the tools and equipment you use: 10. a. Have you worked any overtime on this project (more than 40 hours per week)? Yes No b. If yes, have you been paid at least time and a half for all such hours? Yes No (Explain:)

11. Have you ever been threatened, intimidated or coerced into giving up any of your pay?
 Yes No (Explain: _____)

12. Do you know that you are working on a federally-funded project and that you are to be paid wages set by DOL (Davis Bacon wages)? Yes No

13. Do you know where the Wage Rate Decision for this project is posted?

Yes (Have you ever looked at it? Yes No)

No

Comments: _____

14. Do you know where the Notice to Employees is posted?

Yes (Have you ever looked at it? Yes No)

No

Comments: _____

15. Do you know where the non-discrimination poster is posted?

Yes (Have you ever looked at it? Yes No)

No

Comments: _____

16. Have you ever been discriminated against in this project due to race, gender, age, ethnicity or disability?

Yes (Explain: _____)

No

NOTE: If the employee does not know where the Wage Rate Decision, Notice to Employees or Non-Discrimination information is posted, the interviewer should inform the person of the location(s) and urge them to look at all the documents!!

17. Are there any unsafe, hazardous, or dangerous conditions not normal to the job that you have been exposed to or are aware of in this project?

Yes (Explain: _____)

No

18. **Remarks** should include whether observed duties and tools used were the same as those described by the employee during the interview (use additional pages if necessary): _____

19. _____
Employee Signature

Date

20. _____
Printed Name of Interviewer

Title

Signature

Date

C. POST INTERVIEW AND PAYROLL EXAMINATION

1. Does the Payroll (LS-4) indicate that the employee worked on the date and the number of hours s/he indicated in B.3. and 4. above on the day *prior* to the interview?

Yes No

Comments: _____

2. Does the LS-4 indicate that the employee worked on the *date* of the interview?

Yes No

Comments: _____

3. Does the LS-4 indicate that the employee's job classification is the same as that indicated by the employee in B.5. above?

Yes No

Comments: _____

4. Does the Payroll indicate that the employee received the wages as s/he stated in B.6. above?

Yes No

Comments: _____

5. Does the LS-4/5 indicate that the employee received the fringe benefits in the amount and as stated in B.7. above?

Yes No

Comments: _____

6. Do the wages/fringes agree with the WRD in the contract (to include modifications)?

Yes No

Comments: _____

WRD number (including modifications): _____

Printed Name of Payroll Examiner

Title

Signature

Date

LS-10 - ON-SITE INSPECTION REPORT COMPLETED AND ATTACHED?

Yes No



FORMULARIO LS-9 HISTORIAL DE ENTREVISTA DEL EMPLEADO

Grantee:	CDBG Contract No:
Activity Name:	Activity No:

Información Confidencial: La información recopilada este formulario es considerada confidencial y está protegida por la Ley de Privacidad. La Ley de Privacidad requiere que estos archivos se mantengan con salvaguardas administrativas y físicos apropiados para garantizar su seguridad y confidencialidad. La información recopilada aquí es voluntaria y cualquier información proporcionada será mantenida como confidencial.

A. COMPLETE ANTES DE LA ENTREVISTA

1. a. El contratista: _____ b. El subcontratista: _____
2. **Observe al empleado en el trabajo.** Describa los deberes observados y las herramientas usadas:

3. Fecha: _____

B. ENTREVISTA

1. a. Su nombre: _____ b. Verificación de identificación? Sí No
2. Su número de teléfono, dirección residencial y código postal (y dirección el enviar si es diferente):

3. ¿Último día usted trabajó en este proyecto (por día y la fecha) antes de hoy?:

4. El número de horas que usted trabajó en ese día: _____
5. Clasificación(es) de su trabajo(s) (enumere todas o note si no sabe):

6. Su salario por hora (indique también si está pagado en más de una clasificación o si no sabe?):

7. a. Ud. recibe sus beneficios complementarios en efectivo o es usted está bajo un plan de los beneficios complementarios?:
Efectivo Plan de Beneficios complementarios No sabe
- b. Si está recibido en efectivo, cuánto por hora?: _____
- c. Si un plan, ¿Cuáles tipos de beneficios recibe?
Vacaciones Médicos Pensión Otro : _____
8. ¿Es usted aprendiz?
 Sí (Nombre del programa): _____
 No
9. Describa sus deberes del trabajo y las herramientas o el equipo que usted utiliza:

10. a. ¿Usted ha trabajado tiempo suplementario en este proyecto (más de 40 horas por semana)?
 Sí No
- b. ¿Le paga al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales?
 Sí No

11. ¿Alguna vez ha sido amenazado, intimidado, o coercionado a entregar parte de su paga?

Sí (Explique: _____)

No

12. ¿Sabe que ud. está trabajando en un proyecto financiado por asistencia federal y que debe ser pagado los salarios fijados por DOL (salarios de Davis Bacon)? Sí No

13. ¿Usted sabe en dónde se fija la Decisión de Salarios Davis Bacon para este proyecto?

Sí (¿Ud. lo ha mirado? Sí No)

No

Comentarios: _____

14. ¿Usted sabe en dónde se fija el Aviso a los Empleados?

Sí (¿Ud. lo ha mirado? Sí No)

No

Comentarios: _____

15. a. ¿Usted sabe en dónde se fija el cartel de no discriminación?

Sí (¿Ud. lo ha mirado? Sí No)

No

Comentarios: _____

16. ¿Alguna vez se le ha discriminado en este proyecto debido a la raza, sexo, edad, etnicidad o incapacidad?

Sí (Explique: _____)

No

Nota: ¡Si el empleado no sabe en dónde se encuentran el WRD, el Aviso a la los Empleados, o el cartel de No

Discriminación, el entrevistador debería mostrárselos e instarle mirar todos los documentos!

17. ¿Se ha enterado de o es ud. expuesto a condiciones inseguras o peligrosas en este proyecto que no encuentran normalmente en este tipo de trabajo?

Sí (Explique: _____)

No

18. Tus comentarios deben incluir si los deberes observados y las herramientas usadas son iguales que éstos descritos por el empleado durante la entrevista: _____

19. _____

Firma del Empleado

Fecha

20. _____

Nombre del Entrevistador

Su título

Firma

Fecha

C. DESPUES DE LA ENTREVISTA Y EXAMINACION DE LA NOMINA DE PAGO

1. ¿Indica la nómina de pago (LS-4) que el empleado trabajó la fecha y el número de las horas el o ella indicó en B.3. y 4 en el día antes de la entrevista?

Sí No

Comentarios: _____

2. ¿Indica el LS-4 que el empleado trabajó el día de la entrevista?

Sí No

Comentarios: _____

3. ¿Indica el LS-4 que la clasificación de trabajo del empleado es igual que ésta indicada por el empleado en B.5. arriba?

Sí No

Comentarios: _____

4. ¿Indica el LS-4 que el empleado recibió los salarios como el o ella declaró en B. 6. arriba?

Sí No

Comentarios: _____

5. ¿Indica el LS-4/5 que el empleado recibió los beneficios complementarios en la cantidad y según lo indicado en B.7 arriba?

Sí No

Comentarios: _____

6. ¿Coinciden los salarios y beneficios complementarios con el WRD en el contrato (incluyendo las modificaciones)?

Sí No

Comentarios: _____

Número de WRD (modificaciones incluidas): _____

7. _____

Nombre del examinador de la nómina de pago

Título

Firma

Fecha

¿ESTA COMPLETA Y ADJUNTADA LA INSPECCION DE SITIO (FORMULARIO LS-10)?

Sí No

LS-9. RECORD OF EMPLOYEE INTERVIEW

Instructions

Keep in mind that both the interview and the information captured on Form 9 are considered confidential. Interviews should be conducted individually and in private. All employees on the work site should be ready and available for an interview if requested by the interviewer; however, the employee's participation is voluntary.

Section A

This section must be completed prior to the interview and should describe the actions rather than the job class, i.e., "laying water pipe in the trench" rather than Laborer Group 4. Item #3 requires that the Interviewer observe the employee at work prior to conducting the interview. This is a very important part of the interview. If possible, the observation should be conducted unobtrusively, so that neither the employee nor the supervisor/contractor is aware. The purpose of the observation is to ensure that the employee is actually doing the work as it is reported to the interviewer and as recorded on the LS-4, Payroll Report. It also prevents situations in which the employee is actually doing work that requires higher wages but switches to a lower wage activity as soon as the interviewer appears. For example, the employee is actually operating a backhoe, but suddenly starts carrying pieces of pipe and performing other laborer's duties as soon as the interviewer arrives.

If the interview is conducted away from the job site, a notation of the reason why and the location should be inserted here.

Section B

Prior to asking the questions in this section the interviewer should introduce him/herself in terms of his/her role as the grantee's agent and explain the purpose of the interview and its confidentiality. (Disclosure of employee statements is governed by the provisions of the Freedom of Information Act and the Privacy Act of 1974.)

Example: "My name is V.R. Smith, and I'm the Assistant Planning Director for Cactus City. Cactus City has received some federal funds from the Department of Housing and Urban Development (HUD) for this street widening project on which you are working. These federal funds require that certain wage and labor laws be complied with by the contractor. Also, they require that some of the employees on the job be interviewed. The (name of contractor or sub) knows that someone from the City will be interviewing people throughout the project. I'd like to ask you a few questions about your work on this project to determine your employer's compliance. All of the information that you give me will be kept confidential, as required by these laws, and your identity will be disclosed only with your written permission."

Employees should be asked for verification of identification (like a driver's license) to verify his/her name, but having an ID is not required. Employees should be encouraged (but not required) to produce pay stubs or pay envelopes which document the wages received.

The LS-9 form is for the Interviewer and thus s/he should feel free to make any additional notes on it as necessary, and to record additional information that may be important in determining contractor compliance.

Other items to note are:

3. This refers to the last day *prior* to the day of the interview that this employee worked on this project.
4. The interviewer should make it clear to the worker that these items relate only to project work, not to other work. As a double check on the number of hours worked on the project, the interviewer should ask the worker the time s/he started work on the project on the day in question, the time s/he stopped, and the time out for lunch. The interviewer is encouraged but not required to record these details on the LS-9 as the questions may help the worker to remember the number of hours worked.

5. The worker may not be familiar with the classifications used on the wage determination and thus may use a descriptive term which may not be found on the determination, e.g., Rodperson. Further questioning will probably elicit the information that s/he installs reinforcing bars and, depending on the area and WRD, the worker will agree that his/her work is that of an ironworker or laborer. These additional questions by the interviewer and comments by the employee should be noted on the LS-9, along with the correct job class title.

6. The interviewer should determine what the worker is being paid and should not be concerned if the worker is being paid a higher rate. However, if the hourly rate of pay stated by the worker is lower than the required rate, the interviewer should immediately question the worker further in an effort to determine whether the worker is mistaken or is really being underpaid.

For example, has the worker actually received at least one paycheck for work performed on this project, or is his/her statement based on the rate received for other work? If the latter, the interviewer should ask the worker to check his/her next check to determine the rate of pay for work on the project. The interviewer should either arrange to re-interview the worker during the following week or encourage the worker to mail the information by providing a stamped, self-addressed envelope. If the worker states that s/he received wages less than the required rate, the interviewer must try to solicit substantiating evidence from the worker. For example, does the worker have a pay envelope, pay slip, pay check stub, or any other forms showing the hourly wage rate or hours worked and earnings available? If not, can they be provided at a later date?

13 -15. If the employee does not know the location of the Wage Rate Determination, Notice to Employees and non-discrimination posters, the interviewer should tell him/her where they are posted and note this on the LS-9.

Although the interviewer should follow the questions as stated on the form and should never lead the employee into answers, it may also be necessary to deviate from the list of questions in some instances. For example, if the employee says that s/he worked overtime but was not paid time and a half at the WRD level, several follow-up questions may be necessary to ensure that such hours were worked on this job, rather than on some other non-federally funded job. Note these additional questions (or at least notes about the fact that other questions were asked) on the LS-9.

Section C

This part of the form is completed *after* receipt of the payroll reports, LS-4/5 covering the week during which the interview was conducted. It is important that the LS-4/5 is received in a timely manner so that the grantee can compare and verify the interview information or attempt to investigate discrepancies. The Payroll Examiner can be the same person as the interviewer. If not, it should be someone familiar with the WRD, labor standards provisions and the construction project.

If *any* of the questions in Section C are answered "NO," the grantee must investigate and resolve the issue, with documentation of the investigation and resolution in the Labor Standards File. For example, if the payroll indicates that the employee worked a different number of hours than the employee indicated, the grantee must: a) contact the employee and ask for clarification; or b) request the contractor's actual time records, depending on the significance of the discrepancy. This should be done without revealing the identity of the employee, i.e. by asking for all employee records for one work week.

If the employee said s/he worked 8 hours and the Weekly Payroll said 6 hours, the grantee could start with a quick visit to the employee and ask for clarification. "You told me you worked 8 hours, however, the payroll report shows you as having worked only 6 hours. How many hours were you paid for during that week and do you believe it's the correct amount for the hours you worked?" All questions should be stated in such a way or prefaced with a comment clearly indicating that the interviewer is *not* attempting to intimidate the employee.

However, if the difference in hours is great; if the employee insists the hours are correct and states that s/he was only paid for the lower number of hours shown on the LS-4; and/or if a number of persons interviewed state different hours than those shown on the payroll report, the grantee *must* request the actual time records and then conduct an investigation as described in Section 11.

LS-10 ON-SITE INSPECTION REPORT

1. a. Date Monitored: _____ b. Time: _____

2. Location of Job Site: _____

3. Wage Rate Decision (WRD)

a. Posted: Yes No

b. Location: _____

c. WRD No: _____

d. Correct (same as in the contract): Yes No

e. Comments (is location clearly visible, easily accessible to employees, etc.):

4. Notice to Employees

a. Posted: Yes No

b. Location: _____

c. Identify Name of Contracting Officer on Notice (indicate if blank):

d. Comments, to include if location is clearly visible and easily accessible to employees; contracting officer appears to be appropriate person, etc.; if in another language, where a significant number of employees may be of limited English-speaking ability.

5. Equal Opportunity Employment/Nondiscrimination in Hiring Posters

a. Posted: Yes No

b. Location: _____

c. Comments (to include if location is clearly visible and easily accessible; if in another language, where a significant number of employees may be of limited English-speaking ability):

6. _____
Printed Name of Monitor

Title

Signature

Date

Recipient: _____ Contract No.: _____
Activity No.: _____ Activity Name: _____

LS-15: AUTHORIZATION FOR DEDUCTIONS

The undersigned authorize deductions, as noted, to be made from his/her wages. It is understood that:

- the deduction(s) are in the interest 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

Printed Name

Signature

(Additional page(s) attached: Yes No)

2. Name of Contractor/Sub-contractor: _____

Signature of Authorized Representative Date

Typed Name Phone Number

Recipient: _____ Contract No.: _____
 Activity No.: _____ Activity Name: _____

LS-17: CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

Project Name: _____

Name of Contractor/Sub-Contractor: _____

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

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

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

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

 Typed Name

 Title

General Decision Number: AZ180020 08/03/2018 AZ20

Superseded General Decision Number: AZ20170020

State: Arizona

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

County: Pinal County in Arizona.

HEAVY CONSTRUCTION PROJECTS (DOES NOT INCLUDE DAM CONSTRUCTION)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 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 calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	05/11/2018
2	07/06/2018
3	07/20/2018
4	08/03/2018

BOIL0627-004 10/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 35.30	28.41

BRAZ0003-010 07/01/2017

	Rates	Fringes
BRICKLAYER.....	\$ 26.06	7.28

ZONE PAY:

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

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

 ELEC0518-008 08/01/2016

(North of the line, "First Standard Parallel South", and East of the line, "Second Guide Meridian East".)

	Rates	Fringes
ELECTRICIAN.....	\$ 28.10	10.84

 ELEC0570-008 06/01/2018

PINAL (Southern Part)

	Rates	Fringes
ELECTRICIAN.....	\$ 26.69	18%+5.70

ZONE DEFINITIONS-

Zone A: the area within a twenty-nine (29) mile radius from a basing point at the Tucson Town Hall.
 Zone B: 29 to 46 mile radius from the town hall in Tucson- an additional \$ 1.25 per hour
 Zone C: 47 mile radius from the town hall in Tucson to the outer limits of the geographic jurisdiction- an additional \$ 3.75 per hour

 ELEC0640-007 07/01/2018

(Area North and West of the boundary line beginning at a point where Papago Indian Reservation Road No. 15 crosses the Pima-Pinal County line, then Northeasterly on Road No. 15 to the intersection with Highway FAS-267, extending North on FAS-267 to the intersection with Florence Canal, North & East on Florence Canal to the intersection of the line "Second Guide Meridian East" then North to the Maricopa-Pinal County Lines)

	Rates	Fringes
ELECTRICIAN.....	\$ 28.30	10.30

 * ELEC0769-002 07/29/2018

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

Line Construction:
 Lineman.....\$ 46.40 21%+5.94

 ENGI0428-007 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 24.09	10.52
Group 2.....	\$ 27.36	10.52
Group 3.....	\$ 28.44	10.52
Group 4.....	\$ 29.47	10.52

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Small Self-Propelled Compactor (with blade), Front End Loader (3 cy & less), Bobcat/Skidsteer/Skid Loader, Oiler

GROUP 2: Backhoe (less than 1 cy), Self-Propelled Compactor (with blade), Grader/Blade (rough), Front End Loader 3cy-less than 6 cy), Scraper, Tractor Operator, Crane (less than 15 tons)

GROUP 3: Backhoe, up to 10 cu yd; Excavator/Trackhoe, Grade/Blader (finish), Front End Loader Operator (6 cy-10cy), Crawler-Type Tractor Operator, Crane (over 15 tons & less than 100 ton), Tower Crane

GROUP 4: Backhoe (10 cu yd and over), Front End Loader (10 cy and over), Crane (100 ton)

 ENGI0428-015 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR: (PIPELINE)		
Group 1.....	\$ 24.09	10.52
Group 3.....	\$ 28.44	10.52

Group 1: Backhoe, Boring Machine, Boom Operator, Bulldozer, Trackhoe

Group 3: Oiler

 IRON0075-009 08/01/2017

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.00	18.85

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
 Zone 2: 050 to 100 miles - Add \$4.00
 Zone 3: 100 to 150 miles - Add \$5.00

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

PAIN0086-002 04/01/2017

	Rates	Fringes
PAINTER (Brush Only).....	\$ 19.58	6.40

PLUM0469-008 07/01/2016

	Rates	Fringes
PLUMBER.....	\$ 40.80	17.00

TEAM0104-003 09/01/2017

	Rates	Fringes
TRUCK DRIVER Pick-up Truck GROUP 1.....	\$ 14.82	1.50+a

FOOTNOTE:

a. Health & Welfare \$984.26 per month.

SUAZ2012-008 05/17/2012

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 20.86	4.00
CARPENTER, Excludes Form Work....	\$ 21.97	5.41
CEMENT MASON/CONCRETE FINISHER...	\$ 18.76	2.12
INSTALLER - SIGN.....	\$ 25.42	0.00
IRONWORKER, REINFORCING.....	\$ 20.66	13.59
LABORER: Asphalt Raker/Shoveler/Spreader.....	\$ 15.76	4.42
LABORER: Common or General.....	\$ 14.35	3.97
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 17.00	4.55
LABORER: Fence Erection.....	\$ 10.32	2.24
LABORER: Grade Checker.....	\$ 18.14	4.55
LABORER: Landscape & Irrigation.....	\$ 11.01	0.37
LABORER: Mason Tender - Brick...	\$ 14.55	4.20

LABORER: Mason Tender - Cement/Concrete.....	\$ 15.34	4.20
LABORER: Pipelayer.....	\$ 14.94	3.50
LABORER: Power Tool Operator....	\$ 16.57	4.20
LABORER: Railroad Construction Laborer.....	\$ 16.80	4.20
MILLWRIGHT.....	\$ 19.50	4.85
OPERATOR: Bulldozer.....	\$ 20.57	6.16
OPERATOR: Drill.....	\$ 20.57	4.78
OPERATOR: Forklift.....	\$ 20.38	4.75
OPERATOR: Grade Checker.....	\$ 21.68	6.31
OPERATOR: Mechanic.....	\$ 22.23	5.78
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 17.07	3.20
OPERATOR: Roller.....	\$ 21.34	8.36
OPERATOR: Rotomill.....	\$ 21.88	6.39
OPERATOR: Screed.....	\$ 16.82	2.52
OPERATOR: Trencher.....	\$ 14.21	0.94
OPERATOR: Broom/Sweeper.....	\$ 15.40	2.45
PAINTER: Pavement Marking/Parking Lot Striping.....	\$ 19.94	4.10
PAINTER: Roller and Spray.....	\$ 20.65	4.45
PIPEFITTER.....	\$ 23.97	6.78
TRUCK DRIVER: 3 Axle Truck.....	\$ 27.53	1.16
TRUCK DRIVER: Dump Truck.....	\$ 14.37	1.16
TRUCK DRIVER: Flatbed Truck.....	\$ 12.50	1.48
TRUCK DRIVER: Hydroseeder.....	\$ 17.32	0.00
TRUCK DRIVER: Water Truck.....	\$ 16.46	3.42

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

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

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have 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