

## NOTICE OF INVITATION FOR BID

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Clerk for the City of Page, Page City Hall, 697 Vista Avenue, Page, Arizona, for construction of a federally-funded **Senior Center Renovation Project**, until **4:00 PM on March 6, 2024**. At that time, bids will be opened and publicly read aloud and recorded by the City Clerk. Bidders are invited but not required to be present at the bid opening. Bids must be in the actual possession of the City Clerk's Office on or prior to the exact time and date indicated above. Late bids shall not be considered and will be returned unopened. The prevailing clock shall be the City Clerk's clock.

Bids must be submitted on the forms furnished and in a sealed envelope. The Invitation for Bid's project name and bidder's name and address should be clearly indicated on the outside of the envelope. Bids sent through Federal Express or other express mail agencies must have the bid documents sealed within an additional envelope inside the outer mailer.

The City of Page, Arizona is seeking bids from qualified contractors for various repairs and upgrades to the Community Center at 699 South Navajo Drive in the City of Page, Arizona.

A mandatory pre-bid meeting will be held at 9:30 a.m. on February 21, 2024, at the Community Center, 699 South Navajo Drive, Page, AZ 86040, with a Zoom option. Notify Kevin Goss at the contact information below if you would like a Zoom link sent to you.

Questions and requests for bid documents shall be directed to: Kevin Goss, NACOG, 221 N. Marina Street, Suite 101, Prescott, AZ 86301; 928-445-0211 or [kgoss@nacog.org](mailto:kgoss@nacog.org). RFB packages may also be accessed on the City of Page website at [www.cityofpage.org](http://www.cityofpage.org). Persons with disabilities may contact Kevin Goss at one of the options above regarding availability of information in alternative formats.

All bids must be accompanied by a bond or a cashier's check of the company, drawn on a national bank, in an amount equal to five percent (5%) of the Bid amount, as a guarantee on the part of the Bidder that it will, if called upon to do so, accept and enter into a contract based on the obligations and conditions set forth in the Bid Documents.

The successful Bidder, prior to entering into the contract, shall file with the City a Payment Bond in the amount equal to one hundred percent (100%) of the Contract Price, a Performance Bond in an amount equal to one hundred percent (100%) of the Contract price, and a certificate of Insurance. Bids may not be withdrawn for a period of sixty (60) days after the bid opening.

The City of Page reserves the right to reject any or all bids or parts thereto and to waive any informality in the bids received.

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Kim Larson, City Clerk

Publish each week for two consecutive weeks in the Lake Powell Chronicle. See publications dated *January 31 and February 7, 2024*.



CONTRACT DOCUMENTS  
FOR  
SENIOR CENTER RENOVATION PROJECT

City of Page  
Department of Public Works

PO Box 1180  
697 Vista Ave  
Page, Arizona 86040

**January 31, 2024**

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The City of Page reserves the right to reject any or all bids or parts thereto and to waive any informality in the bids received.

---

Kary Holloway, City Clerk

Publish each week for two consecutive weeks in the Lake Powell Chronicle. See publications dated *January 31 and February 7, 2024*.

## 1-2 INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID. All Bids shall be on the forms provided in this Invitation for Bid package. It is the responsibility of all Bidders to examine the entire Bid Documents package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a Bid.

The Bid Form shall be submitted with an original ink signature by the person authorized to sign the Bid. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid. CITY shall not reimburse the cost of developing, presenting, or submitting any response to this solicitation. Bids submitted should be prepared simply and economically, providing adequate information in the straightforward and concise manner.

2. PRE-BID MEETING. Mandatory Pre-Bid meeting on February 21, 2024, at 9:30 a.m. at the Community Center, 699 S. Navajo Dr., Page Arizona 86040. For Zoom link contact Kevin Goss at 928-445-0211 or kgoss@nacog.org.

3. SUBMISSION OF BID. Submission of a Bid shall be considered prima-facie evidence that the Contractor is familiar with and understands all the conditions under which the Bid and subsequent CONTRACT is to be awarded, performed, and administered. The CONTRACTOR, if awarded the CONTRACT, shall not be allowed extra compensation by reason of any matter or thing which such CONTRACTOR might have more fully explored or been informed prior to submitting a Bid. After the submission of the Bid, no complaint or claim that there was any misunderstanding as to the conditions or nature of the work will be entertained.

Submission of additional terms, conditions, or agreements with the Bid Documents may result in rejection of the Bid. Bidder shall return all Bid Documents, with the exception of Construction Documents, intact and completed as directed.

4. METHOD OF DELIVERY. There are five (5) methods by which Bidders can forward this bid package to CITY: Regular U.S. Postal Service (No delivery to CITY Hall-Use P.O. Box); U.S. Postal Express Mail (No delivery to CITY Hall-Use P.O. Box); Federal Express; United Parcel Service; hand delivery. Facsimile BIDs shall not be accepted.

The mailing address for CITY is:

**City of Page**  
Office of the CITY Clerk  
P.O. Box 1180  
Page, AZ 86040-1180

The physical address for CITY is:

**City of Page**  
Office of the CITY Clerk  
697 Vista Avenue  
Page, AZ 86040

5. QUESTIONS, OMISSIONS, DISCREPANCIES, INTERPRETATIONS AND ADDENDA. All questions regarding discrepancies in or omissions from, the Scope of Services, or other Bid Documents, or doubts as to their meaning should be submitted in writing to the Department Director specified in the Notice of Invitation for Bid.

No oral interpretations shall be made to any Bidder as to the meaning of any of the Bid Documents, and CITY shall not be bound by any oral interpretation of the Bid Documents. Oral interpretations or clarifications will be without legal effect.

Any amendment or addendum issued will be forwarded within 5 days to any known recipient of the original IFB. For purposes of receiving any addendum issued, it shall be the sole responsibility of each potential bidder to notify CITY that they have obtained a copy of the original IFB and intend to submit a Bid and provide contact information for the receipt of amendments or addendum. The City of Page hereby reserves the right to extend the period of time in which to submit bids.

6. WITHDRAWAL OF BID. At any time prior to the specified Bid submission deadline, a Bidder may withdraw or revise the Bid. Any withdrawal or revision request must be received in writing prior to said deadline. All revisions must be submitted in the same form and manner as the original Bid. No Bidder may withdraw his Bid for Sixty (60) days after the time established for receiving Bids. The award of the CONTRACT to another party does not constitute a waiver of this condition.

7. LATE BIDS. Late Bids shall not be considered. Page is considered a rural area by most express delivery carriers and thus, they do not guarantee priority or next day delivery. Bidders are encouraged to keep this in mind when arranging delivery of their Bids and are advised herein that late Bids shall be rejected and returned to the Bidder regardless of reason for being late.

8. PRICES. In the event of discrepancy or conflict between the prices quoted in the Bid in words and those quoted in figures, the words shall control. The price quoted shall be the total cost the CITY will pay for the project, including furnishing of all materials, equipment, tools, and all other facilities, all applicable taxes, and the performance of all labor and services necessary or proper for completion of the work. Prices quoted shall also include any and all payment incentives available to the CITY.

9. REFERENCES. The Bidder shall provide a list of three (3) current and three (3) former clients. References should have similar scope and requirements to those outlined in these Bid Documents. Unacceptable references, as determined by the CITY of Page, may be sufficient reason to deny award of this project to Bidder.

10. STATEMENT OF QUALIFICATIONS. As evidence of his competency to perform the Work, Bidder shall complete and submit with his Bid the Statement of Bidder Qualifications. Low bidders may be asked to furnish additional data to demonstrate competency. By submitting a Bid, Bidder certifies that he is skilled and regularly engaged in the general class and type of work called for in the Bid Documents. Additionally, Bidder shall comply with all provisions of Arizona Revised Statutes, Title 32, Chapter 10.

11. SUBCONTRACTORS. The CONTRACTOR may subcontract any part of the work to be performed under this CONTRACT as long as resulting charges to CITY do not exceed the Lump Sum Bid quoted in the Bid Form and the subcontractor(s) is/are licensed to perform the work required by the CONTRACT. The Bidder shall submit the List of Subcontractors and Supplier form, listing all of the subcontractors and major suppliers it intends to use in the performance of the Work. CITY reserves the right to reject any Bid based on submission of an incomplete list of subcontractors and major material suppliers as non-responsive. CITY reserves the right to reject, prior to award of the CONTRACT, the Bidder's request for substitution of subcontractors or major material suppliers provided, however, substitute subcontractors may be considered as long as they comply with the requirements of the Contract Documents.

12. DETERMINATION OF SUCCESSFUL BIDDER. Except where CITY exercises the reserved right herein, the CONTRACT shall be awarded by CITY to the Responsive and Responsible Bidder who has submitted the lowest lump sum Bid.

CITY may conduct such investigation as CITY deems necessary to assist in the evaluation of any BID and to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors and other persons and organizations to do the Work in accordance with the Bid Documents.

13. AWARD OF CONTRACT. Notwithstanding any other provision in these Bid Documents, CITY reserves the right to (a) waive any immaterial defect or informality; or (b) reject any or all Bids, or portions thereof; (c) withdraw, cancel, or reissue this IFB; (d) issue addenda or amend the IFB, including extending deadlines; (e) request additional information and/or clarification from Bidder; (f) accept any part/portion of any bid with exclusion to other parts/portions; (g) negotiate and/or award a contract only when it is in the best interest of the CITY; and/or (h) take other actions the CITY deems is in the best interest of the CITY. Within thirty (30) days after opening of the bids, CITY shall act upon them. The acceptance of a Bid shall be a written Notice of Award and no other act shall constitute acceptance.

14. BID SECURITY AND BONDING. Each bid must be accompanied by a bond or a cashier's check of the Company, drawn on a national bank, in an amount equal to five percent (5%) of the Bid, as a guarantee on the part of the CONTRACTOR that it will, if called upon to do so, accept and enter into a contract based on the obligations and conditions set forth herein to perform the work covered by such Bid and at the cost stated therein. Checks and bonds will be returned promptly after the CITY and the selected contractor have executed the CONTRACT, or, if no contractor's bid has been selected within thirty (30) days after the date of the opening of the Bids, upon demand of the contractor at any time thereafter, so long as he has not been notified of the acceptance of his proposal. Failure to execute the CONTRACT within ten (10) business days will, at the option of the CITY, constitute a breach and the CITY will be entitled to forfeiture of the required bond accompanying the Bid, not as a penalty, but as liquidated damages.

Pursuant to A.R.S. § 34-222, the CONTRACTOR shall post a 100% Performance Bond and 100% Labor and Material Payment Bond with the CITY before the CONTRACT is executed and Notice to Proceed issued.

15. TIME FOR EXECUTING CONTRACT. Any Bidder whose Bid has been accepted shall be required to execute the CONTRACT and return it to CITY within ten (10) days after receipt of the Notice of Award, complete with required bond forms and insurance certificates. Failure or neglect to do so shall constitute a breach of the agreement effected by the Notice of Award. The



rights and obligations provided for in the CONTRACT shall become effective and binding upon the parties only with its formal execution by the CITY.

The damages to CITY for such breach shall include loss from interference with its construction program and other items whose accurate amount shall be difficult or impossible to compute. The amount of the Bid Bond, if any, accompanying the Bid of such Bidder shall be retained by CITY as liquidated damages for such breach.

16. SUSPENSION & DEBARMENT. Construction contractors are required to be registered and current in the federal SAM (System of Award Management) system. The website for registration is: <https://sam.gov/content/home>. CITY reserves the right to reject the Bid of any person or corporation that has previously defaulted on any contract with CITY or has engaged in conduct that constitutes a cause for debarment or suspension.

17. PROTEST PROCEDURE. Bid protests shall be submitted in writing to: Kevin Goss, NACOG, 221 N. Marina Street, Suite 101, Prescott, AZ 86301, or [kgoss@nacog.org](mailto:kgoss@nacog.org), within 72 hours of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, ADOH, Project Manager, or others, CITY will respond to the protest. CITY reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

18. PUBLIC RECORD. All Bids submitted in response to this invitation shall become the property of CITY and shall become a matter of public record; provided, however, that the Bidder shall clearly identify information that he considers to be confidential. To the extent that CITY agrees, and current Arizona law supports such designation, such information will be held in confidence whenever possible.

## 1-3 BID FORM

**PROJECT**                **SENIOR CENTER RENOVATION PROJECT (CDBG #108-23)**  
**CITY**                    **CITY OF PAGE**  
                              **697 VISTA AVENUE**  
                              **PAGE, ARIZONA 86040**

Bidder's Company Name: \_\_\_\_\_

The undersigned bidder has carefully examined the Bid Documents and the site of the work for the Senior Center Renovation Project for the City of Page, and shall provide all necessary machinery, tools, apparatus, and other means of construction and do all the Work and furnish all materials called for in the Bid Documents.

Bidder has examined the following Addenda (receipt of which is hereby acknowledged):  
(Provide date and # of each addendum): \_\_\_\_\_

**BUILDING PERMIT FEES WILL BE WAIVED BY THE CITY AND ARE NOT TO BE INCLUDED**

THE BIDDER AGREES TO PERFORM ALL OF THE NECESSARY WORK DESCRIBED IN THE BID DOCUMENTS FOR THE TOTAL BID PRICE OF:

(in words) \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_.\_\_\_\_)

Accompanying this Bid is a Bid Bond for Five Percent (5%) of the lump sum bid payable to CITY, which is to be forfeited as liquidated damages, if, in the event that this bid is accepted, the undersigned fails to execute the CONTRACT and furnish satisfactory performance and payment bonds under the conditions and within the time specified in the Bid Documents; otherwise said Bid Bond is to be returned to the undersigned.

Date \_\_\_\_\_

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Title of Bidder \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Bidder shall have the following License(s) to perform the Work specified herein:

Arizona General Contractor's License No. \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

## 1-4 CONTRACTOR'S REFERENCE PAGE

**To Submit with Bid.** ALL REFERENCES WILL BE TREATED AS THE CONTRACTOR'S CONFIDENTIAL BUSINESS INFORMATION. CITY may contact some or all of the references provided in order to determine Bidder's Responsibility and performance record on work of similar scope. CITY reserves the right to contact references other than those provided in the response and to utilize the information gained from them in the evaluation process.

Previous work for CITY may be used as references. Complete each item for all 6 references (3 Current and 3 Former):

### Current References:

1	Owner/Agency	
	Address	
	City, State, Zip	
	Phone	
	Contact Person	
	Project Name and Scope of Work	

2	Owner/Agency	
	Address	
	City, State, Zip	
	Phone	
	Contact Person	
	Project Name and Scope of Work	

3	Owner/Agency	
	Address	
	City, State, Zip	
	Phone	
	Contact Person	
	Project Name and Scope of Work	

**Former References:**

1	Owner/Agency	
	Address	
	City, State, Zip	
	Phone	
	Contact Person	
	Project Name and Scope of Work	

2	Owner/Agency	
	Address	
	City, State, Zip	
	Phone	
	Contact Person	
	Project Name and Scope of Work	

3	Owner/Agency	
	Address	
	City, State, Zip	
	Phone	
	Contact Person	
	Project Name and Scope of Work	

## 1-5 LIST OF SUBCONTRACTORS AND MATERIAL VENDORS

**PROJECT**                      **SENIOR CENTER RENOVATION PROJECT (CDBG #108-23)**

**CITY**                              CITY OF PAGE  
697 VISTA AVENUE  
PAGE, ARIZONA 86040

**To Submit with Bid.** In compliance with the Instructions to Bidders, the undersigned submits the following names of subcontractors and material vendors to be used in performing the work for this project. Where subcontractor or material vendor does not apply, write "N/A."

<b>Subcontractor's or Material Vendor's Trade</b>	<b>Subcontractor's Name</b>	<b>Vendor's Name</b>
Demolition		
Earthwork		
Soil Treatment		
Paving and Surfacing		
Site Improvements		
Concrete Reinforcing		
Cast-in-Place Concrete		
Masonry		
Structural Steel		
Steel Joists		
Steel Decking		
Light Gage Metal Framing		
Metal Fabrication		
Rough Carpentry		
Architectural Woodwork		
Damp Proofing		
Insulation		
Roofing		
Flashing and Sheet Metal		
Sealants		
Sheet Metal Roofing		
Metal Doors and Frames		

<b>Subcontractor's or Material Vendor's Trade</b>	<b>Subcontractor's Name</b>	<b>Vendor's Name</b>
Wood Doors		
Special Doors		
Metal Windows		
Hardware		
Glazing		
Lath and Plaster		
Gypsum Wallboard		
Ceramic Tile		
Acoustical Panel Ceilings		
Resilient Flooring		
Carpeting		
Painting		
Signage		
Plumbing		
Fire Protection System		
HVAC		
Electrical		
Irrigation		
Landscape		
Other (specify)		

## 1-6 STATEMENT OF BIDDER QUALIFICATION

If bidder is a corporation, answer the following:

Date of Incorporation \_\_\_\_\_  
State of Incorporation \_\_\_\_\_  
President's Name \_\_\_\_\_  
Vice President's Name \_\_\_\_\_  
Secretary/Clerk's Name \_\_\_\_\_  
Treasurer's Name \_\_\_\_\_

If bidder is a partnership, answer the following:

Date of Organization \_\_\_\_\_  
General or Limited  
Partnership \_\_\_\_\_

Name and Address of All Partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If other than a corporation or partnership, describe the organization and name principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Major types of work done by the organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How many years has your organization been in business as a contractor under your present business name? \_\_\_\_\_

How many years' experience in the proposed type and scale of construction work has your organization had? \_\_\_\_\_

A. As a general contractor: \_\_\_\_\_

B. As a subcontractor: \_\_\_\_\_

What is the construction experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Years Construction Experience	Magnitude and Type of Work	In What Capacity



## 1-7 ARIZONA STATUTORY BID BOND

**PROJECT**                      **SENIOR CENTER RENOVATION PROJECT (CDBG #108-23)**

**CITY**                              CITY OF PAGE  
697 VISTA AVENUE  
PAGE, ARIZONA 86040

**PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES**, (Penalty of this bond must not be less than 5% of bid amount), KNOW ALL MEN BY THESE PRESENTS THAT:

\_\_\_\_\_(hereinafter "Principal"), as Principal, and  
\_\_\_\_\_(hereinafter "Surety"), a corporation organized  
and existing under the laws of the State of \_\_\_\_\_, with its principal offices in the  
City of \_\_\_\_\_, holding a certificate of authority to transact surety business in  
Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2,  
Article 1, as Surety, are held and firmly bound unto the City of Page, Arizona (hereinafter  
"Obligee"), in the sum of Five Percent (5%) of the amount of the bid of Principal, submitted by  
Principal to Obligee for the work described below, for payment of which sum, the Principal and  
Surety bind themselves, and their heirs, administrators, executors, successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the work titled above.

NOW, THEREFORE, if the obligee shall accept the proposal of the Principal and the Principal  
shall enter into a contract with the Obligee in accordance with the terms of the proposal and  
give the bonds and insurance as specified in the standard specifications with good and sufficient  
surety for the faithful performance of this contract and for prompt payment of labor and materials  
furnished in the prosecution of this contract, or in the event of the failure of the Principal to enter  
into this contract and give the bonds and certificates of insurance, if the Principal pays to the  
Obligee the difference not to exceed the penalty of the bond between the amount specified in  
the proposal and such larger amount for which the Obligee may in good faith contract with  
another party to perform the work covered by the proposal then this obligation is void.  
Otherwise, it remains in full force and effect provided, however, that this bond is executed  
pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this  
bond shall be determined in accordance with the provisions of that section to the extent as if it  
were copied at length herein.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_ (Principal)

By \_\_\_\_\_ (Surety)

## 2 CONTRACT AGREEMENT DOCUMENTS

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## 2-1 NOTICE OF AWARD

PROJECT                    **SENIOR CENTER RENOVATION PROJECT (CDBG #108-23)**

CITY                        CITY OF PAGE  
697 VISTA AVENUE  
PAGE, ARIZONA 86040

CONTRACTOR            \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE                      \_\_\_\_\_, 2024

The City of Page, having duly considered the bid submitted on March 6, 2024, for the City of Page **SENIOR CENTER RENOVATION PROJECT (CDBG #108-23)** as outlined in the Contract Documents, and it appearing that your BID for performing the work is fair, equitable, and in the City's best interest, said Bid is hereby accepted at the lump sum price contained therein, and in accordance with all terms, conditions, covenants, and provisions set forth in the Contract Documents.

In accordance with the terms of the Contract Documents, you are required to execute the formal CONTRACT and furnish the required Payment and Performance Bonds within ten (10) consecutive calendar days from and including the date of receipt of this Notice.

In addition, you are requested to furnish at the same time, the required LS-3 Forms, Section 3 Forms, and certificates of insurance evidencing compliance with the requirements for insurance stated in the Contract Documents.

The Bid Bond submitted with your bid will be retained until the CONTRACT has been executed and the required Payment and Performance Bonds have been furnished and approved.

---

Kyle Christiansen  
Director of Public Works

### RECEIVED AND ACCEPTED BY CONTRACTOR:

By \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_\_

## 2-2 CONTRACT

**PROJECT**                      **SENIOR CENTER RENOVATION PROJECT (CDBG #108-23)**

**CITY**                              CITY OF PAGE  
697 VISTA AVENUE  
PAGE, ARIZONA 86040

**CONTRACTOR**                \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following CONTRACT contains terms and conditions which CONTRACTOR must be prepared to accept upon receipt of a Notice of Award. If a Bidder requests modification to any of the terms and conditions contained in the CONTRACT, these must be identified specifically with Bid submission; otherwise by submitting a Bid, the Bidder indicates that it is willing to enter into the CONTRACT as written. Failure to identify contractual issues of dispute may be the basis for the CITY disqualifying a Bidder. Any exceptions to terms, conditions, or other requirements must be clearly stated.

This Contract ("CONTRACT") is made and entered into by and between the City of Page, an Arizona municipal corporation, (hereinafter "CITY"), and \_\_\_\_\_ (hereinafter "CONTRACTOR").

IN CONSIDERATION of the mutual promises and agreements set forth herein, it is agreed by and between the CITY and CONTRACTOR, as follows:

1. CONTRACT DOCUMENTS. The following documents are hereby incorporated by reference into this CONTRACT, and shall be referred to as the Contract Documents:

A. Bid Documents to include the (1) Notice of Invitation for Bid; (2) Instructions to Bidders; (3) Bid Form; (4) Bid Schedules; (5) Contractor's Reference Page; (6) List of Subcontractors and Material Vendors; (7) Statement of Bidder Qualification; (8) Arizona Statutory Bid Bond, and (9) All Davis Bacon Labor Standards documents including the wage rate decision, LS-2, LS-3s, payroll forms, and Section 3 documentation.

B. Contract Agreement Documents to include the (1) Notice of Award; (2) Contract; (3) Arizona Statutory Payment Bond; (4) Arizona Statutory Performance Bond; and (5) Notice to Proceed.

C. General Conditions

D. Technical Specifications

E. Addenda to the Plans and Specifications, if any

F. Project Construction Plans

G. Uniform Standard Specifications for Public Works Construction, latest edition as administered by the Maricopa Association of Governments.

#### H. Addendum I - Contractor Contract Additional Provisions

The above-named documents are essential parts of this CONTRACT, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. CONTRACTOR agrees to be bound by all terms, conditions, covenants, and obligations in the Contract Documents as if each were again fully set forth verbatim herein. In the event any document conflicts or contradicts this instrument, this instrument shall control.

2. TIME. The date of commencement of the project shall be the date fixed in the "Notice to Proceed" issued by the CITY. The Contract Time shall be measured from the date of commencement.

The CONTRACTOR shall achieve substantial completion of the entire project not later than \_\_\_\_\_(TBD)\_\_\_\_\_, subject to adjustments of this contract time with approval of the CITY. The Parties acknowledge that time is of the essence and that completion of this project within the monetary and time constraints placed on the project is of utmost importance and CITY has considered and relied on CONTRACTOR's representations as to its quality of service commitment in entering into this CONTRACT. The Parties further recognize that quantified standards of performance are necessary and appropriate to ensure that the project is completed competently within budget and on time. The Parties further recognize that if CONTRACTOR fails to achieve the performance standards, CITY and its residents will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages that CITY will suffer. Therefore, the Parties agree that in the event the CONTRACTOR fails to complete this CONTRACT on or before the completion date as specified herein, liquidated damage shall be assessed in the amount of \$250.00 per day that the CONTRACT remains unfinished. This amount represents a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this CONTRACT, including the relationship of the sums to the range of harm to CITY and its residents that reasonably could be anticipated and recognition that proof of actual damages would be costly or inconvenient.

Permitting CONTRACTOR to continue and finish the Work or any part of it after the time fixed for its completion or after the date to which the time fixed for any completion may have been extended, does not operate as a waiver by CITY of any rights under the Contract Documents, law or equity.

3. SUBSTANTIAL COMPLETION. When CONTRACTOR considers that the Work, phase or a portion thereof, which CITY agrees to accept separately, is substantially complete, CONTRACTOR shall prepare and submit to the CITY a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment. Failure to include an item on such Punch List does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents.

Upon receipt of CONTRACTOR's Punch List, CITY will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection by the CITY discloses any item, whether or not included on CONTRACTOR's Punch List, which is not sufficiently completed in accordance with the Contract Documents so that CITY can occupy or utilize the Work, phase or designated portion thereof for its intended use, CONTRACTOR shall, before issuance of the Certificate of Substantial Completion, complete or correct such

item upon notification by CITY. In such case, CONTRACTOR shall then submit a request for another inspection by CITY to determine Substantial Completion.

The CITY shall not issue a Certificate of Substantial Completion unless and until the Work (or separable units or phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents, such that the Project is ready for use by CITY for its intended purpose, opening to the general public, full occupancy or use by CITY (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and/or all areas serving the general public, as applicable, shall be ready for full-operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and/or other work as applicable, has been performed to a similar state of essential and satisfactory completion. A minor amount of Work, as determined by and at the discretion of the CITY, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed as a result of weather conditions, will not delay determination of Substantial Completion. If prior written approval is obtained from CITY for purposes of Substantial Completion, specified areas of the entire Work or Project may be individually certified as Substantially Complete. In no event shall Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this CONTRACT have been fulfilled by CONTRACTOR and same shall have also been approved and accepted by CITY, subject only to the Punch List items.

4. FINAL ACCEPTANCE. Unless otherwise expressly agreed to in writing by CITY, Final Acceptance must be obtained by no later than 30 calendar days after the date of Substantial Completion. Failure to timely obtain Final Acceptance will be a material breach of the CONTRACT.

Upon receipt of written notice that the Work is ready for final inspection and acceptance, CITY and CONTRACTOR will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not occur until all items of Work, including Punch List Items, have been completed to CITY's satisfaction as reflected in the written Final Acceptance.

5. PAYMENT. In consideration of the services specified in this CONTRACT, CITY agrees to pay CONTRACTOR in the manner hereinafter specified.

CONTRACTOR shall provide detailed documentation in support of requested progress payments in accordance with A.R.S. § 34-221. CITY shall then make payments in accordance with its obligation as provided by A.R.S. § 34-221(C). Any payments made shall not prevent the Owner from subsequently objecting to charges after payment therefore in appropriate cases, or from seeking reimbursement for any such charges. Retention will be in accordance with A.R.S. § 34-221(C).

Subject to all of CITY's rights to withhold or offset payment, and other rights under the CONTRACT, Final Payment including remaining retainage shall be paid only after:

- a. the Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by CITY;
- b. necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings have been delivered to CITY;
- c. full and unconditional lien waivers and releases by CONTRACTOR and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to CONTRACTOR; and
- d. CONTRACTOR delivers to CITY a Contractor Payment Request Form requesting Final Payment.

In no event shall the total payment(s) paid to the CONTRACTOR under this CONTRACT exceed \$\_\_\_\_\_.

Nothing in this CONTRACT shall create any obligation on the part of CITY to pay or see to the payment of any money due any subcontractor, except as may be required by law. CONTRACTOR shall make all payments, in the time required, of all labor and materials furnished to CONTRACTOR in the course of the Work and shall promptly furnish evidence of such payments as CITY may require. CONTRACTOR shall pay when due all claims arising out of performance of the Work covered by this CONTRACT for which a lien may be filed either against the real estate or leasehold interest of CITY, or against payments due from CITY to CONTRACTOR, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, CONTRACTOR agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of CITY, against payment due from CITY to CONTRACTOR, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this CONTRACT, and CONTRACTOR agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) calendar days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, CONTRACTOR agrees to defend, indemnify, and hold harmless CITY from and against any and all such liens and claims. This paragraph does not apply to claims and liens of CONTRACTOR due to non-payment for Work performed.

6. SCOPE OF SERVICES. CONTRACTOR shall provide for CITY all labor, materials and equipment necessary to perform the Work provided for in the Contract Documents. All work shall be done in a skillful and workmanlike manner per specifications called for in the Contract Documents.

7. CONTRACTOR/SUBCONTRACTOR PERFORMANCE. CONTRACTOR shall perform the work in accordance with the terms of this CONTRACT and to the best of CONTRACTOR'S ability. CONTRACTOR agrees to exercise the skill and care, which would be exercised by comparable professional Contractors performing similar services at the time and in the locality such services are performed. Furthermore, CONTRACTOR shall perform the work or services in accordance with generally accepted methods and standards.

CONTRACTOR shall employ suitably trained and skilled personnel to perform all work or services under this CONTRACT. If failure to meet acceptable standards results in faulty work,

CONTRACTOR shall undertake, at CONTRACTOR's own expense, corrective adjustments, modifications, or repair.

CONTRACTOR shall be fully responsible for all acts and omissions of its subcontractor(s) and of persons directly or indirectly employed by subcontractor(s).

8. INSURANCE. CONTRACTOR, at his own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed and subject to legal process within the State of Arizona, possessing a current A.M. Best, Inc. Rating of A- or better.

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

CONTRACTOR's insurance shall be primary insurance in regard to the CITY, and any insurance or self-insurance maintained by CITY shall not contribute to it. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, officers, officials and employees for any claims arising out of CONTRACTOR's acts, errors, mistakes, omissions, work or services. The City shall be named as an additional insured.

Prior to commencing work or services under this CONTRACT, CONTRACTOR shall furnish the CITY with Certificates of insurance, or formal endorsements as required by this CONTRACT, issued by CONTRACTOR's insurer(s), as evidence that policies providing the required coverage, conditions and limits required herein are in full force and effect. All Certificates of Insurance shall be identified with the bid number and title.

If a policy does expire during the life of this CONTRACT, a renewal certificate must be sent to CITY fifteen days prior to the expiration date. Insurance required herein shall not expire, be cancelled, or materially changed without thirty (30) days written notice to CITY.

The CONTRACTOR shall carry at all times the following insurance coverage:

Comprehensive Commercial General Liability:

Limits: Combined single Limit Bodily Injury/Property damage- not less than \$1,000,000.

Automobile Liability:

Limits: Bodily Injury- \$250,000 each person  
\$500,000 each occurrence

Property Damage- \$100,000 each occurrence

Workers' Compensation:

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

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



9. INDEMNIFICATION. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and each council member, officer, employee or agent thereof (the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the CONTRACTOR, its officers, employees, agents, or any tier of subcontractor in connection with CONTRACTOR's work or services in the performance of this CONTRACT.

The amount and type of insurance coverage requirements set forth within this CONTRACT shall in no way be construed as limiting the scope of the indemnity as set forth herein.

10. INDEPENDENT CONTRACTOR STATUS. Both parties agree that: (a) the work contracted for in this CONTRACT falls within the distinct nature of CONTRACTOR'S business; (b) the nature of the work contained within this CONTRACT is specialized, and CITY has elected to contract out the work rather than attempt to perform the work with its current workforce; (c) CONTRACTOR is an incorporated business that possesses the personnel and materials necessary to perform the work; (d) the relationship of the work provided by CONTRACTOR has no relationship to the regular business conducted by CITY; (e) it is understood and agreed that CONTRACTOR is an independent contractor, and nothing herein contained shall constitute, create, give rise to, or otherwise recognize an employment relationship, joint venture, partnership, or formal business association or organization of any kind between the parties hereto, other than as contracting parties, nor shall CONTRACTOR or any subcontractor, or any employee of CONTRACTOR or any subcontractor be deemed to be employed by CITY or entitled to any remuneration or other benefits from the CITY, other than as set forth in this CONTRACT.

11. ASSIGNMENT. CONTRACTOR shall not assign its rights to this CONTRACT, in whole or in part, without prior written approval of CITY. Approval may be withheld at the sole discretion of CITY, provided that such approval shall not be unreasonably withheld.

12. AUTHORITY TO CONTRACT. CONTRACTOR warrants its right and power to enter into this CONTRACT. If any court or administrative agency determines that CITY does not have authority to enter into this CONTRACT, CITY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this CONTRACT.

13. CANCELLATION FOR CONFLICT OF INTEREST. This CONTRACT is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this CONTRACT by reference.

14. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this CONTRACT, or if CONTRACTOR shall violate any of the covenants, provisions, or stipulations of this CONTRACT, CITY shall thereupon have the right to terminate this CONTRACT by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by CONTRACTOR shall, at the option of CITY,

become its property and CONTRACTOR shall be paid an amount based on time and expenses incurred by CONTRACTOR prior to the termination date; however, no payment shall be allowed for anticipated profits on unperformed work or services. Notwithstanding the above, CONTRACTOR shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this CONTRACT by CONTRACTOR and CITY may withhold payments to CONTRACTOR for purpose of set-off until such time as the exact amount of damages due the CITY from CONTRACTOR are determined.

15. TERMINATION FOR CONVENIENCE. CITY may terminate this CONTRACT at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If this CONTRACT is terminated by CITY as provided herein, CONTRACTOR shall be paid an amount based on the time and expense incurred by CONTRACTOR prior to the termination date, however, no payment shall be allowed for anticipated profit on unperformed work or services.

16. NON-APPROPRIATION OF FUNDS. Notwithstanding any other provision of this CONTRACT, this CONTRACT may be terminated without penalty to the CITY, if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining CITY or other public entity obligations under this CONTRACT. CITY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

17. REMEDIES. Either party may pursue any remedies provided by law for breach of this CONTRACT. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this CONTRACT.

18. WAIVER. Failure of either party to insist on one or more instances upon the full and complete compliance with any of the terms or provisions of this CONTRACT to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The Acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

No failure of the CITY during the progress of the work to discover or reject materials or work not in accordance with this CONTRACT shall be deemed an acceptance of, or a waiver of, defects in work or materials. No payment shall be construed to be an acceptance of work or materials which are not strictly in accordance with the CONTRACT.

19. CHOICE OF LAW/VENUE. The CONTRACT and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any court action to enforce any provision of the CONTRACT or to obtain any remedy with respect hereto shall be brought in the Superior Court, Coconino County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

20. ENTIRE AGREEMENT. This CONTRACT constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This CONTRACT may be modified, amended, altered or extended only by a written amendment

signed by the parties. Additionally, nothing in the CONTRACT shall be deemed to guarantee CONTRACTOR a minimum amount of rentals, services, or business to the CITY.

21. A.R.S. § 41-4401. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and subcontractors and warrants its compliance with A.R.S. § 41-4401 including the E-verify program. A breach of this section shall be deemed a material breach of the CONTRACT that is subject to penalties up to and including termination of the CONTRACT. CITY retains the legal right to inspect the papers of CONTRACTOR or any subcontractor employee who works on the CONTRACT to ensure compliance with this provision.

22. CONSTRUCTION OF THIS CONTRACT. This CONTRACT shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this CONTRACT. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the review of and entry into this CONTRACT.

23. NOTICES. All notices, requests, demands, payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address on the date received:

**City of Page**

**Contractor:**

697 Vista Avenue  
P.O. Box 1180  
Page, Arizona 86040

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

24. A.R.S. § 35-393. Pursuant to A.R.S. § 35-393 et seq., CONTRACTOR certifies that it is not currently engaged in, and agrees for the duration of this CONTRACT not to engage in, a boycott of Israel.

25. NO THIRD-PARTY BENEFICIARIES. Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than CITY and CONTRACTOR, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of CITY and CONTRACTOR and not for the benefit of any other party, unless otherwise expressly set forth in the Contract Documents.

26. SEVERABILITY. If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the affected provision, the remainder of the Contract Documents, and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this CONTRACT on the dates set forth below.

**City of Page**

An Arizona municipal corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Attested By:**

\_\_\_\_\_  
Kary Holloway, City Clerk

**Contractor:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

## 2-3 ARIZONA STATUTORY PAYMENT BOND

**PROJECT SENIOR CENTER RENOVATION PROJECT (CDBG #108-23)**

**CITY CITY OF PAGE  
697 VISTA AVENUE  
PAGE, ARIZONA 86040**

**PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES**, (Penalty of this bond must be 100% of this CONTRACT amount), KNOW ALL MEN BY THESE PRESENTS THAT:

\_\_\_\_\_(hereinafter "Principal"), as Principal, and \_\_\_\_\_(hereinafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal offices in the City of \_\_\_\_\_, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Page, Arizona (hereinafter "Obligee"), in the amount of \$\_\_\_\_\_, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with Obligee, dated the \_\_\_\_ day of \_\_\_\_\_, 2024, for the work titled above, which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_ (Principal)

By \_\_\_\_\_ (Surety)

## 2-4 ARIZONA STATUTORY PERFORMANCE BOND

**PROJECT SENIOR CENTER RENOVATION PROJECT (CDBG #108-23)**

**CITY CITY OF PAGE  
697 VISTA AVENUE  
PAGE, ARIZONA 86040**

**PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES**, (Penalty of this bond must be 100% of this CONTRACT amount), KNOW ALL MEN BY THESE PRESENTS THAT:

\_\_\_\_\_(hereinafter "Principal"), as Principal, and \_\_\_\_\_(hereinafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal offices in the City of \_\_\_\_\_, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Page, Arizona (hereinafter "Obligee"), in the amount of \$\_\_\_\_\_, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written CONTRACT with the Obligee, dated the \_\_\_\_day of\_\_\_\_\_, 2024, for the work titled above, which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

WHEREAS, payment shall be made by Surety to Obligee upon failure of Principal to faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of the Contract regarding the performance of the contract and presentation of such to Surety by a claim, which has been prepared and signed by the Obligee's representative and witnessed by a notary, stating that: "The Principal is in default, such condition has existed for over 90 days, and the Obligee is hereby exercising its rights under bond no.\_\_\_\_\_."

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

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_ (Principal)

By \_\_\_\_\_ (Surety)

2-5 NOTICE TO PROCEED

**PROJECT** SENIOR CENTER RENOVATION PROJECT (CDBG #108-23)

**CITY** CITY OF PAGE  
697 VISTA AVENUE  
PAGE, ARIZONA 86040

**CONTRACTOR** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATE** \_\_\_\_\_

You are hereby authorized to proceed with work effective \_\_\_\_\_, 2024 and substantially complete all Work by or before \_\_\_\_\_, 2024. Liquidated damages of \$250.00 per day are applicable for each day past \_\_\_\_\_, 2024, for which work on this Project is not complete, unless otherwise provided.

---

Kyle Christiansen  
Director of public works

**RECEIVED AND ACCEPTED BY CONTRACTOR:**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_\_



### 3 GENERAL CONDITIONS

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## 3-1 GENERAL CONDITIONS

The following Provisions are general in scope and may refer to conditions which will not be encountered in the performance of the Work included in the CONTRACT and which are not applicable thereto. Any requirements, provisions or other stipulation of these General Conditions which pertain to a non-applicable condition shall be excluded from the scope of the CONTRACT.

1. **DEFINITIONS.** Whenever in these Bid or Contract Documents, or in any document of instruction where these Bid or Contract Documents govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

**Bid:** The offer of the Bidder for the work when properly made out on forms containing the Bid Form supplied by CITY and properly submitted signed and guaranteed.

**Bid Documents:** Consists of all the documents so identified in the CONTRACT and in the bid package.

**Bidder:** Any individual, firm or corporation, qualified as herein provided, legally submitting a Bid for the work contemplated, acting directly or through an authorized representative.

**City:** The City of Page, an Arizona municipal corporation.

**Construction Documents:** The plans, specifications, and drawings prepared, issued and approved by CITY for construction. All amendments and modifications to the Construction Documents must be approved in writing by CITY prior to incorporation into the CONTRACT.

**Contract:** The written agreement covering the performance of the Work and the furnishing of labor, equipment, and materials in the construction for the Work.

**Contract Documents:** Includes the Notice of Invitation for Bid, Definitions, Scope of Work and/or Plans, Drawings, and Technical Specifications, Instructions to Bidders, General Conditions, Special Conditions (if any), Arizona Statutory Bid Bond, Arizona Statutory Performance Bond, Arizona Statutory Payment Bond, Contract, Contractor's Reference List, List of Subcontractors & Material Vendors, Statement of Bidder Qualifications, Bid Form, Notice of Award, and Notice to Proceed, and All Davis Bacon Labor Standards documents including the wage rate decision, LS-2, LS-3s, payroll forms, and Section 3 documentation.

**Contractor:** The successful Bidder selected by the Council that enters into the CONTRACT to perform the Work.

**Drawings (Plans):** Documents, which visually represent the scope, extent and/or character of the Work to be furnished and performed by CONTRACTOR during the construction phase. These documents include Drawings that have reached a sufficient state of completion and released by a design professional solely for the purposes of review and/or use in performing constructability or bid-ability reviews by CONTRACTOR and in preparing cost estimates (e.g. Master Planning and Programming, Schematic Design, Design Development, and Construction Drawings), but "not for construction." Shop Drawings are not Drawings as so

defined.

**Extra Work:** Work, including materials, for which no price agreement is contained in the CONTRACT and which is deemed necessary for the proper completion of the work.

**Final Acceptance:** The CITY's acceptance of the facility or project from the CONTRACTOR after all Work is completed, tested, and inspected in accordance with the contract requirements. Final Acceptance results in a Letter of Acceptance (LOA).

**Notice of Award:** The official written notice from CITY to the Bidder selected by CITY to perform THE WORK.

**Notice to Proceed:** The official written notice from CITY to CONTRACTOR to begin performance of the Work.

**Project:** The Project specified in the Bid Documents.

**Punch List:** The list initially prepared by CONTRACTOR pursuant to the Contract Documents, reviewed and supplemented by the CITY (and at the sole option of the CITY, the design professional) and approved by CITY containing items of incomplete work not impacting Substantial Completion, if allowed for under the CONTRACT, and to be completed or corrected by CONTRACTOR after Substantial Completion and before Final Acceptance in accordance with the Contract Documents.

**Responsible Bidder:** A Bidder determined by CITY:

- A. To have the ability, capability, experience and skill to provide the goods and/or services in accordance with the bid specifications;
- B. To have the ability to provide the goods and/or services promptly, or within the time specified, without delay or interference;
- C. To have equipment, facilities and resources of such capacity and location to enable the BIDDER to provide the goods and/or services;
- D. To be able to provide future maintenance, repair, parts and service for the use of the goods purchased, when applicable;
- E. To have the quality and adaptability of the materials, supplies or services required or necessary to the particular use; and
- F. To possess the financial resources to perform the CONTRACT.

**Responsive Bidder:** A Bidder determined by CITY to have submitted a bid that conforms in all material respects to the requirements of the Bid Documents.

**Shop Drawings:** All drawings, diagrams, schedules and other data specifically prepared for the Work by CONTRACTOR or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**Special Conditions:** Additional conditions to the General Conditions, which are conditions or requirements peculiar to the project under consideration. In the event Special Conditions are in conflict with the General Conditions, the Special Conditions shall be controlling.

**Substantial Completion:** The date when the CITY determines that the Work (or separable units of Phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents such that the Project is ready for use by the CITY for its intended purpose, opening to the general public, full occupancy or use by CITY (including, without limitation, all separate units, or rooms, facilities, access, income generating areas, and/or all areas serving the general public, as applicable, shall be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories, and similar elements are installed in the proper manner and in operating condition, inspected, and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air conditioning, vertical transportation, and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and/or other work as applicable, has been performed to a similar state of essential and satisfactory completion.

**Surety:** The corporate body, who is primarily liable, that agrees to be responsible for the payment of all debts pertaining to the acceptable performance of the work for which the CONTRACTOR has contracted.

**The Work:** All of the work or services, including the labor and materials, specified in the Contract Documents.

2. **CERTIFICATION.** By signature of the Bid Form, Bidder certifies:

A. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. The Bidder shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 31-1461 et seq.

C. The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Bid.

D. The Bidder submitting the offer hereby certifies that the individual signing the Bid is an authorized agent for the Bidder and has authority to bind the Bidder to the CONTRACT.

E. That no person has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage or contingency fee, and that no member of the CITY Council or CITY employee has any interest, financial or otherwise, in the contracting firm.

3. **COMPLIANCE WITH LAW.** The CONTRACTOR, in the execution of the Work, shall conform to all applicable Federal, State, and local laws, rules and regulations. If CONTRACTOR observes that the Construction Documents are at variance therewith, it shall promptly notify CITY in writing, and any necessary changes shall be made as provided in this CONTRACT for changes in work. CONTRACTOR shall bear all costs arising from work performed contrary to such laws, rules and regulations, and without such notice to CITY.

CONTRACTOR shall obtain all necessary permits for the Work and pay all applicable fees, unless

otherwise noted on the plans and in the specifications.

4. LICENSES. The Work to be performed under the CONTRACT will be subject to the provisions on Title 34 of the Arizona Revised Statutes (A.R.S. § 34-101 through 34-461, as amended), if applicable. All Bidders and their subcontractors shall be duly licensed to perform the Work at the time the Bid is submitted pursuant to all applicable laws, rules and regulations. At all times thereafter, while performing the Work, CONTRACTOR shall maintain in current status all licenses, permits, certifications, approvals and authorizations necessary to perform all obligations as set forth in the Contract Documents. It shall be the CONTRACTOR's responsibility to verify that its subcontractors have all appropriate licenses, permits, certifications, approvals and authorizations prior to their performing CITY of Page work on behalf of the CONTRACTOR.

5. PROVISIONS REQUIRED BY LAW. All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the CONTRACT throughout, and they shall be deemed to be included in the CONTRACT the same as if each were fully set forth verbatim herein. Contractor shall be familiar with and at all times shall observe said laws, rules and regulations.

6. CHANGE ORDERS FOR CHANGED OR EXTRA WORK. The CITY reserves the right at any time during the progress of the Work to make necessary alterations of, deviations from, additions to, or deletions from the CONTRACT, or may require the performance of Extra Work neither covered by the specifications nor included in the BID, but forming a part of the Work contracted for; provided however, the CONTRACTOR shall not proceed with any such change or Extra Work without a written Change Order approved by the CITY. Adjustments, if any, in the amount to be paid to the CONTRACTOR by reason of any such change shall be agreed upon by the Parties prior to issuance of the Change Order.

No claim for any changed or Extra Work of any kind shall be allowed unless the work is ordered and approved in writing by the CITY in the form of a Change Order. No anticipated profits shall be allowed for work deleted.

In the event any written instructions appear to the CONTRACTOR to involve a change or Extra Work for which, in his opinion, he should receive extra compensation, he shall make a written request to the Department Director named herein, or his properly authorized agent, for a written Change Order. The matter shall then be submitted to the CITY for final determination as to whether or not a change or Extra Work was involved, and if so, the amount due to the CONTRACTOR. Any claim for extra cost pursuant to this provision, together with supporting documents and receipts must be filed within ten (10) consecutive calendar days after performing the work for which the extra cost is claimed.

If CONTRACTOR, in the course of the Work, finds any discrepancy between the Construction Documents and the physical conditions of the locality, or any errors or omissions in the Construction Documents or in the layout as given by points and instructions, it shall be CONTRACTOR's duty to immediately inform CITY, in writing, and CITY shall promptly verify the same. Any work done after such discovery, until authorized in writing, shall be done at CONTRACTOR's risk. If CONTRACTOR, with the exercise of reasonable care, should have recognized such error, inconsistency, omission or difference and fails to report it to CITY, and if CONTRACTOR proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, it does so at its own risk and shall be liable to CITY for damages resulting from proceeding without clarification.

7. PROTECTION OF WORK/PROPERTY. The CONTRACTOR, at no additional expense to CITY, shall at all times safely guard and protect Contractor's own work; provide, erect, and maintain suitable barriers around all excavations or obstructions to prevent accidents; and provide, place and maintain during the night sufficient lights, signals, and signs for this purpose on or near the work. The CONTRACTOR shall at all times, until its completion and final acceptance, protect his work apparatus, equipment, and material from accidental or other damage; and make good any damages thus occurring at no additional cost to CITY.

The CONTRACTOR, at no additional expense to the CITY, shall at all times be responsible for the preservation of all public and private property on the surface and subsurface, along and adjacent to the work and shall conduct its operations so as to insure the prevention of injury or damage thereto. In the event damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of the Work, such property shall be restored by CONTRACTOR.

CONTRACTOR shall exercise care to protect from injury all water lines, sanitary sewer lines, gas mains, telephone cables, electric cables, services pipes, and all other utilities and fixtures which may be encountered during the progress of work. All utilities and other service facilities or fixtures if damaged, shall be repaired by CONTRACTOR without additional compensation.

Until written final acceptance of the work by CITY, CONTRACTOR shall be responsible for and take every precaution against injury or damage to any part of the Work from any cause, whether arising from the execution or non-execution of the Work. CONTRACTOR shall rebuild, repair, restore, and make good all injuries or damages of any portion of the Work occasioned by any cause, with the exception of negligence or willful misconduct of the CITY, before final acceptance and shall bear the expense thereof.

8. SUBCONTRACTS. CONTRACTOR agrees that it is as fully responsible to CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

9. CLEAN UP. CONTRACTOR shall, as directed by CITY, remove from CITY's property and from all public and private property, at its own expense, all temporary structures, rubbish, and waste materials resulting from its operation. All surplus materials and all materials and equipment removed and not reused as a condition of this CONTRACT shall remain or become the property of the CONTRACTOR, unless otherwise so stated in writing.

10. CITY'S RIGHT TO DO WORK. If CONTRACTOR should neglect to prosecute THE WORK properly or fail to perform any provision of this CONTRACT, CITY, after notice to CONTRACTOR, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due CONTRACTOR.

11. SAFETY. Contractor is responsible for safety of the job site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the site. Contractor and Subcontractors shall comply with all legal and regulatory requirements relating to safety

12. SCHEDULES. CONTRACTOR shall submit at such times as may be requested by CITY, schedules which shall show the order in which CONTRACTOR proposes to carry on the

Work with dates at which CONTRACTOR shall start the several parts of the Work and estimated dates of completion of the several parts.

13. PROJECT DOCUMENTS. During the construction period, CONTRACTOR shall maintain

at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings ("Project Record Documents"). CONTRACTOR shall mark these drawings to indicate the actual installation where the installation varies from the original Construction Documents. CONTRACTOR shall give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- a. Dimensional changes to the Drawings.
- b. Revisions to details shown on Drawings.
- c. Locations and depths of underground utilities.
- d. Revisions to routing of piping and conduits.
- e. Actual equipment locations.
- f. Changes made by Change Order or Addendum.
- g. Details not on original Contract Drawings.

CONTRACTOR shall submit Project Record Drawing sets and Shop Drawings to CITY or its representative for review and comment. Upon receipt of the reviewed Project Record Drawings from CITY, CONTRACTOR shall correct any deficiencies and/or omissions to the drawings and submit the final original of the Project Record Drawings to CITY prior to Final Payment.

14. WARRANTY. CONTRACTOR warrants to CITY that the construction of the Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules and regulations and the plans and specifications and all other terms and conditions of the Contract Documents, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

In addition, unless otherwise specified in the Contract Documents, CONTRACTOR and Subcontractors shall provide to City all of the following written warranties that apply to the Work, in a form acceptable to CITY.

- a. General Warranty – One (1) year
- b. Mechanical Contractor – Two (2) years
- c. Plumbing Contractor – Two (2) years
- d. Electrical Contractor – Two (2) years
- e. Roofing Contractor – Two (2) years
- f. Roofing Manufacturer – Ten (10) years
- g. Caulking – One (1) year
- h. Steel Joists, Certificate of Manufacture
- i. Exterior Metal Wall System – Five (5) years
- j. Painting – One (1) year
- k. Termite – Five (5) years
- l. Sheet Metal – Zinc coating thickness on hot-dipped galvanized metals – One (1) year
- m. Acoustical Tile – Five (5) years
- n. Resilient Floor Covering – One (1) year

Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer's warranty which provides CITY with greater warranty rights than set forth in this section or the Contract Documents. CONTRACTOR will provide CITY with all manufacturers' warranties prior to Substantial Completion, if applicable, or Final Acceptance if Substantial Completion does not apply. CONTRACTOR shall remedy at CONTRACTOR's expense any failure to conform, or any defective work.

CONTRACTOR agrees that it shall be responsible to manage and administer the correction of any Work that is not in conformance with the Contract Documents during the warranty periods set forth above, or during any longer periods to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by CITY, shall not constitute acceptance of Work not in accordance with the Contract Documents.

When notified of a warranty issue, CONTRACTOR shall respond in writing within 48-hours and shall perform warranty work as soon as material for said repairs are available (as judged solely by CITY), and in any event CONTRACTOR shall, take immediate steps to commence and complete correction of nonconforming Work no later than the time period set forth in CITY's written notification in accordance with the Contract Documents. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If defects develop which are determined by CITY to be an emergency, CITY shall notify CONTRACTOR, via the most expeditious means regarding the nature and condition of the defects. In turn, CONTRACTOR shall immediately dispatch necessary forces to correct the defect or the emergency condition in accordance with Contract Documents.

The time periods referenced in this Warranty section apply only to CONTRACTOR's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies that CITY may have regarding CONTRACTOR's other obligations under the Contract Documents.

Without limiting the foregoing or anything in the CONTRACT to the contrary, CONTRACTOR shall obtain and provide to CITY all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. CITY and the user of the facility shall have the right to the full value and benefit of all such warranties. CONTRACTOR will ensure all such warranties are fully transferrable to facilitate the full value of this Warranty section.

CONTRACTOR's warranty excludes damages or defects caused by abuse, alterations to the Work not executed by or through CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

15. OWNERSHIP OF DOCUMENTS. All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by CONTRACTOR under this CONTRACT shall vest in and become the property of CITY and shall be delivered to CITY upon completion or termination of the services, but CONTRACTOR may retain record copies thereof.

16. INSPECTION OF WORK. CITY representatives shall at all times have access to the Work wherever it is in preparation or progress. If the specifications, CITY's instructions, laws, ordinances, or any public authority, require any work be specifically tested or approved, CONTRACTOR shall give CITY timely notice of its readiness for inspection and if the inspection



is by an authority other than CITY, of the date fixed for such inspection. Inspections by CITY shall be promptly made, and where practicable at the source of the supply. If any Work should be covered up without approval or consent of CITY, it must, if required by CITY, be uncovered for inspection at CONTRACTOR's expense.

Re-examination of questioned Work may be ordered by CITY, and if so ordered the Work must be uncovered by CONTRACTOR. If such Work is found to be in accordance with the Construction Documents, CITY shall pay the costs of re-examination and replacement. If such work is found not to be in accordance with the Construction Documents, CONTRACTOR shall pay such costs.



**CITY OF PAGE**  
**CDBG GRANT #108-23**  
GRANT-RELATED DOCUMENTS  
(FEDERAL REQUIREMENTS, LABOR STANDARDS AND SECTION 3)  
  
FOR  
  
SENIOR CENTER RENOVATION PROJECT

City of Page  
Department of Public Works

PO Box 1180  
697 Vista Ave  
Page, Arizona 86040

**January 31, 2024**

**CDBG Grant Contact:**

**Northern Arizona Council of Governments**  
Kevin Goss, NACOG  
221 N. Marina St., Suite 101  
Prescott, AZ 86301  
(928) 445-0211

**City of Page Senior Center Renovation Project**  
**CDBG CONTRACT #108-23**  
**FEDERAL REQUIREMENTS, LABOR STANDARDS & SECTION 3**

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Attachment I - Peregrine Falcon Management Guidelines

# FEDERAL LABOR STANDARDS PROVISIONS

## U.S. Department of Housing and Urban Development

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### Applicability

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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

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

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination, and
- (2)** The classification is utilized in the area by the construction industry, and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4. (i) Apprentices and Trainees. Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

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

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

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

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

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

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

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

**B. Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight

hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

### **C. Health and Safety**

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

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

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

(4010.doc)



"General Decision Number: AZ20240043 01/19/2024

Superseded General Decision Number: AZ20230043

State: Arizona

Construction Type: Building

Counties: Coconino, Mohave and Yavapai Counties in Arizona.

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

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

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

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

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024

BRAZ0003-001 07/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 32.74	9.52

CARP1912-001 07/01/2023

	Rates	Fringes
CARPENTER.....	\$ 33.55	14.17

ELEC0640-002 01/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 33.10	13.58

ENGI0428-017 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Bulldozer.....	\$ 31.69	13.52
Crane.....	\$ 36.04	13.52
Loader.....	\$ 34.96	13.52

\* IRON0075-012 10/01/2023

	Rates	Fringes
IRONWORKER.....	\$ 32.00	18.91

PLUM0469-010 07/01/2023

	Rates	Fringes
PIPEFITTER.....	\$ 45.65	18.00
PLUMBER.....	\$ 45.65	18.00

SHEE0359-001 07/01/2022

	Rates	Fringes
SHEET METAL WORKER.....	\$ 40.82	19.04

\* SUAZ2019-006 06/12/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.00	0.00

LABORER: Common or General.....\$ 16.00 \*\* 0.00

LABORER: Mason Tender -  
Cement/Concrete.....\$ 18.90 0.00

LABORER: Pipelayer.....\$ 16.77 \*\* 1.05

OPERATOR:  
Backhoe/Excavator/Trackhoe.....\$ 24.97 5.41

OPERATOR: Roller.....\$ 23.62 6.44

PAINTER.....\$ 16.48 \*\* 0.00

TILE SETTER.....\$ 21.50 0.00

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

=====

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

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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## WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

## CONTRACTOR CONTRACT ADDITIONAL PROVISIONS

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

CONTRACTOR agrees to the following recommendations made in the Environmental Assessment:

- Minimize impacts to vegetation during project construction. Staging areas should be located in previously disturbed sites, and kept as small as possible. Implement erosion and drainage control measures during the project to prevent the introduction of sediment-laden runoff into adjacent surface waters, and to prevent impacts to surface water quality. Stabilize exposed soils, particularly on slopes, with native vegetation as soon as possible to prevent excess erosion.
- Minimize the potential introduction or spread of exotic invasive species, including plants, animals, insects and pathogens. Precautions should be taken to wash and/or decontaminate all equipment utilized in the project activities before entering and leaving the site.
- To further limit the spread of non-native, invasive plant species, the Arizona Game and Fish Department recommends landscaping with drought-tolerant species that are native to Arizona.
- Peregrine Falcon Management Guidelines are to be included in the agreement with the procured contractor.
- Extra precautions should be taken during construction considering the groundwater table is shallow. Ensure no impacts to shallow groundwater table.
- Obtain an Air Quality Permit from ADEQ if the potential emissions from the facility exceed the permitting exemption threshold or if the equipment at the facility is subject to federal regulations that are not exempt from state rules (i.e. emergency engines, boilers, etc.)

### Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities

generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area.

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

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

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75.

The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

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

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





Arizona  
Department  
of Housing

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

**Recipient: City of Page**

**Contract No: 108-23**

**Activity Name: Senior Center Renovation Project**

1. I, the undersigned, am submitting a bid to (name of recipient): City of Page for the construction of the (name of project): Senior Center Renovation Project and hereby acknowledge that the following items are included in the bid and will be incorporated by reference into the contract, should I be selected as the contractor for the project.
  - a. Labor Standards Provisions (HUD 4010);
  - b. Wage Decision # AZ20240043 Modification # 1 Bid Open Date: March 6, 2024; and that
  - c. The correction of any infractions of the aforesaid conditions, including infractions by any of my sub-contractors and lower tier sub-contractors, is my responsibility.
2. I hereby certify that:
  - a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
  - b. No part of the aforementioned contract is or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. I agree to obtain and forward to the aforementioned grantee a Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by each and every sub-contractor, preferably prior to or where circumstances do not allow within ten (10) days after the execution of any sub-contract, including those executed by his/her sub-contractors and any lower tier sub-contractors.
4. Further, I certify that:
  - a. The demographic and business information of the undersigned are:

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

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

LS-

2 (REV. 11/2019)

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

b. The undersigned is:

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

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

NAME

TITLE

ADDRESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

a. Name of Contractor: \_\_\_\_\_

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

\_\_\_\_\_

c. Typed or Printed Name: \_\_\_\_\_

d. Title: \_\_\_\_\_

e. Date: \_\_\_\_\_

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

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



Arizona  
Department  
of Housing

## FORM LS-3

### SUB-CONTRACTORS CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGES

Recipient: City of Page

Contract No: 108-23

Activity Name: Senior Center Renovation Project

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

(name of contractor or sub-contractor): \_\_\_\_\_

for (name of project): Senior Center Renovation 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 # AZ20240043; Modification # 1 are included in the aforementioned contract or bid.

**2. I hereby certify that:**

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

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

**3. Further, I certify that:**

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

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

\* See Demographic and Trade Code table below for information

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

b. The undersigned is:

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

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

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

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

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

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

NAME

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

TRADE CLASSIFICATION

\_\_\_\_\_

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

a. Name of Contractor: \_\_\_\_\_

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

\_\_\_\_\_

c. Typed or Printed Name: \_\_\_\_\_

d. Title: \_\_\_\_\_

e. Date: \_\_\_\_\_

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

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

PAYROLL

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

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



NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.: 1235-0008 Expires: 07/31/2024
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
-------------	-----------------	----------------------	-------------------------

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE OT OR ST. HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
							FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS	

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)

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 3729 OF TITLE 31 OF THE UNITED STATES CODE.



## SECTION 3 FORMS

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

NACOG will monitor compliance with such provisions and standards on behalf of the City of Page. 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 NACOG is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to call *Kevin Goss at (928) 445-0211*.

**S3B-1     SECTION 3 ASSURANCE** (1 page)

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

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

This form is to be completed by the contractor and **submitted within three (3) days of contract Intent to Award.**

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

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

NACOG staff will assist contractor with any additional Section 3 requirements as outlined in the following forms

### Section 3 Assurances (Form S3B-1)

Name of Official Representative	
Business/Contractor Name	
Project Name or Bid Number	

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

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

---

Signature

---

Date

(Form revised 7.1.2021)

### Section 3 Workforce Breakdown

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

**Enter information only in green-shaded cells.**

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

## ATTACHMENT A - PERMANENT AND PROJECT LABOR FORCE

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

[illegible]

### Section 3 Business Self-Certification Form (S3B-3)

A Section 3 Business shall certify and provide evidence the business is a Section 3 Business as defined in Section 24 CRF 75.

Business Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Contact Person \_\_\_\_\_

√	
	The business named above is 51% or more owned and controlled by very-low or low-income persons.
	The business named above is 51% or more owned and controlled by public housing residents or residents currently residing in Section-8 assisted housing.
	Over 75% of the labor hours worked during the past three months by employees of the business named above were performed by employees who are very-low or low-income, or YouthBuild participants.

I hereby certify that:

1. The undersigned has the legal authority to make these certifications on behalf of the named business.
2. Documentation exists to verify the basis for this self-certification.
3. Documentation will be made available to the recipient, the State of Arizona, the US Department of Housing and Urban Development, or their designated representatives during normal business hours upon request.
4. I am aware that both I and the business named above are liable for civil or criminal penalties for willful falsification of any information provided in this document.

Name of Person Completing Form \_\_\_\_\_

Title of Person Completing Form \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

### Section 3 Worker Self-Certification Form (S3C-1A)

A Section 3 Worker seeking preference in training and employment shall certify or submit evidence to the recipient, contractor, or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CRF 75.

Name of Worker \_\_\_\_\_

√	
	I have reviewed the HUD income chart for my family size. My income for the previous year is below 80% of the median income for my family size.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Section 3 Worker Employer Certification Form (S3C-1B)

An employer of a Section 3 Worker seeking preference in training and employment shall certify and maintain evidence the worker is a Section 3 Worker as defined in Section 24 CRF 75.

Name of Employee \_\_\_\_\_

√	
	I have reviewed the HUD income chart for the current year. The employee named above has an income that is currently below 80 percent of the median income for their family size based on my calculation of what the employee's wage rate would translate to if annualized on a full-time basis.
	The employee was hired within the past five (5) years. I have reviewed the HUD income chart for the year the employee named above was hired. At the time of hire, the employee named above had an income that was below 80 percent of the median income for their family size.

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

Employer Name \_\_\_\_\_

Employer Representative Name \_\_\_\_\_

Signature of Employer Representative \_\_\_\_\_

Date \_\_\_\_\_

Targeted Section 3 Worker Self-Certification Form (S3C-1C)

A Section 3 Worker seeking the preference in training and employment shall certify or submit evidence to the recipient, contractor, or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CRF 75.

Name of Worker \_\_\_\_\_

√	
	I am a YouthBuild participant.
	I was hired within the past five years and at the time of my hire was a YouthBuild participant.

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Targeted Section 3 Worker Employer Certification Form  
(S3C-1D)

An employer of a Section 3 Worker seeking the preference in training and employment shall certify and maintain evidence the worker is a Section 3 Worker as defined in Section 24 CRF 75.

Name of Employee \_\_\_\_\_

√	
	The employee named above resides within the project area as defined in the bid documents.
	The employee named above was hired within the past five years. At the time of hire, the employee resided within the project area as defined in the bid documents.
	I have certified this business as a Section 3 business and the employee is part of the business's permanent workforce.

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

Employer Name \_\_\_\_\_  
Employer Representative Name \_\_\_\_\_  
Signature of Employer Representative \_\_\_\_\_  
Date \_\_\_\_\_



# JOBS! JOBS! JOBS!

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

**Name:** *[recipient or contractor/sub-contractor]*

**Project:** *[describe project]*

---

**Project Area:** *[one-mile radius or larger if fewer than 5,000 people within one mile radius]*

To comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended by the Housing and Community Development Act of 1992, and implementing regulations, *[name of recipient, contractor or sub-contractor]* hereby notifies all labor organizations or representatives of workers with whom it has a collective bargaining agreement or other understanding and all employees or applicants for training and employment that it will **give preference in filling new positions and in all training opportunities to persons who meet the requirements stated below.** *All persons must meet the minimum qualifications of the position to be considered for employment/training.*

1. Resides within the project area *[describe]*; or
2. Has an income for the previous or annualized calendar year that is below the HUD very- low or low-income limit; or
3. Is employed by a Section 3 business; OR
4. Is a YouthBuild participant.

***It is the responsibility of the applicant to document his/her status in any of the categories described above.***

*[Contractor/sub-contractor]* will be accepting applications for the following positions on *[date]* at *[location]*:

## Positions that will be available:

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

## Training and apprenticeship positions that will be available:

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

For further information, including requests relating to accessibility needs, please  
contact: *[Name]*

*[Address]*

*[Phone Number, TTY, E-mail]*

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

## Sample Employment Survey (Form S3P-2)

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

The [recipient] anticipates receiving federal housing and community development funds from the State of Arizona Department of Housing to undertake activities to improve the community. As a result of this funding, the [recipient] will be hiring additional staff and/or contractors in the near future to do various types of construction and related work. The [recipient] and/or contractors will be employing people with various types and ranges of skills. If you are interested in this type of employment, please complete the form on the reverse side and return it to the address indicated below. This form also asks whether you would be interested in training in any of these occupations and any special work-related needs you may have. You may be notified at a later date as to any further action you must take to be considered for employment, training or work-related services.

If you have further questions or special accessibility needs, please contact [name] at [phone number or TTY].

Return this form to: [recipient name and address]

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

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

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

Please indicate office skills that you have:

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

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

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

## S3R-1C Instructions

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

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

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

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

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



Enter information only in green-shaded cells.

Recipient

ADOH Contract Number

Activity Name and/or Number

Contractor or Subcontractor report

Contractor Name

Section 3 Contractor

Payroll Period Begin Date

Payroll Period End Date

Information to be provided by Recipient.

Information to be provided by Recipient.

Information to be provided by Recipient.

Select contractor or subcontractor from dropdown menu.

Enter the Name of the Contractor or Subcontractor

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

Enter the beginning date of the payroll period being reported.

Enter the ending date of the payroll period being reported.

Select Yes or No from the  
dropdown menu

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

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

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

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

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

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

**Enter information only in green-shaded cells.**

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

**Section 3 Workers and Targeted Section 3 workers**

Conducted outreach to generate Section 3 worker applicants.

Held one or more job fairs.

Other (describe)

Other (describe)

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


**Section 3 Businesses**

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

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

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

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

Other (describe)

Other (describe)

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




**Enter information only in green-shaded cells.**

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

**Section 3 Workers and Targeted Section 3 workers**

Conducted outreach to generate Section 3 worker applicants.

Held one or more job fairs.

Other (describe)

Other (describe)

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


**Section 3 Businesses**

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

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

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

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

Other (describe)

Other (describe)

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


Other (describe)

## CERTIFICATIONS

### CIVIL RIGHTS CERTIFICATION

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 504**, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;

**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, and Handicap 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 there shall be no employment discrimination against "qualified individuals with disabilities";

**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, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

## **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

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, creed, sex, color, national origin, familial status, religious affiliation or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. 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 GRANTEE setting forth the provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR for the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap.
3. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The CONTRACTOR will furnish all information and reports required by Executive Order 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/her books, records, and accounts by the GRANTEE's Department of Housing and/or Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the CONTRACTOR's non-compliance with any provision of this contract or with any of such rules, regulations or orders, this Agreement may be canceled, 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
6. The CONTRACTOR will include the provisions of the subparagraphs 12 (a) through (f) 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 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the GRANTEE's Department of Housing and/or Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: 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 by the GRANTEE's Department of Housing and/or Community Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS**  
**SECTION 503 CERTIFICATION**  
(if contract \$25,000 or over)

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
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, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
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, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor 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.

**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 CERTIFICATION**

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 City of Page], 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 five years following the "official State of Arizona Department of Housing "Closeout" date of the grant or the resolution of all audit findings, whichever is later.

## **CONFLICT OF INTEREST CERTIFICATION**

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 City of Page or NACOG.
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 City of Page or NACOG that develops at any time during this contract will be immediately disclosed to the City of Page and NACOG.

## **ANTI-LOBBYING CERTIFICATION**

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

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

## CERTIFICATIONS SIGNATURE FORM

***Return this page with Bid.***

These Certifications (Civil Rights, Equal Employment Opportunity, Affirmative Action for Handicapped Workers - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, and 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.

---

(typed name of official)

---

(signature of official)

---

(typed name of firm)

---

(date)

# BID CHECKLIST

CONTRACTOR: \_\_\_\_\_

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

**FROM CONTRACT DOCUMENTS PACKET:**

- ☐ **BID FORM (1 PAGE)**
- ☐ **CONTRACTOR'S REFERENCE PAGE (2 PAGES)**
- ☐ **LIST OF SUBCONTRACTOR LIST AND MATERIAL VENDORS (2 PAGES)**
- ☐ **STATEMENT OF BIDDER QUALIFICATION (2 PAGES)**
- ☐ **STATUTORY BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK**

**FROM FEDERAL REQUIREMENTS PACKET:**

- ☐ **LS-2 CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS (3 PAGES)**
- ☐ **CERTIFICATIONS SIGNATURE FORM (1 PAGE)**

**BIDS MUST BE SUBMITTED ON THE FORMS FURNISHED AND IN A SEALED ENVELOPE NO LATER THAN 4:00 PM, on MARCH 6, 2024, IN ACCORDANCE WITH THE INSTRUCTIONS IN THE BID PACKAGE.**

**THE INVITATION FOR BID'S PROJECT NAME "SENIOR CENTER RENOVATION PROJECT" AND BIDDER'S NAME AND ADDRESS SHOULD BE CLEARLY INDICATED ON THE OUTSIDE OF THE ENVELOPE.**

**FAXES ARE NOT ACCEPTABLE.**

**LATE BIDS WILL BE RETURNED UNOPENED.**








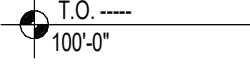

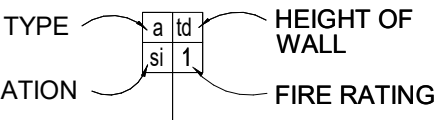




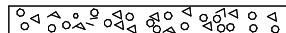

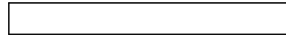
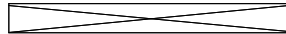
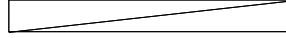




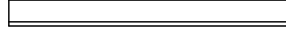
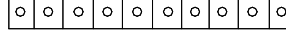


A — B — C — D — E — F — G — H — J — K — L — M —

A — B — C — D — E — F — G — H

# SYMBOLS

	SECTION NUMBER SHEET NUMBER	WALL SECTION MARKER
	DETAIL NUMBER SHEET NUMBER	BUILDING SECTION
	DETAIL NUMBER SHEET NUMBER	DETAIL
		ROOM NUMBER
		INTERIOR ELEVATION
		WINDOW TYPE
		KEY NOTE OR MATERIAL CALL-OUT
		FEATURE ELEVATION
		DOOR NUMBER
		WALL TYPE - SEE WALL TYPE SHEET A-1 FOR EXPLANATION

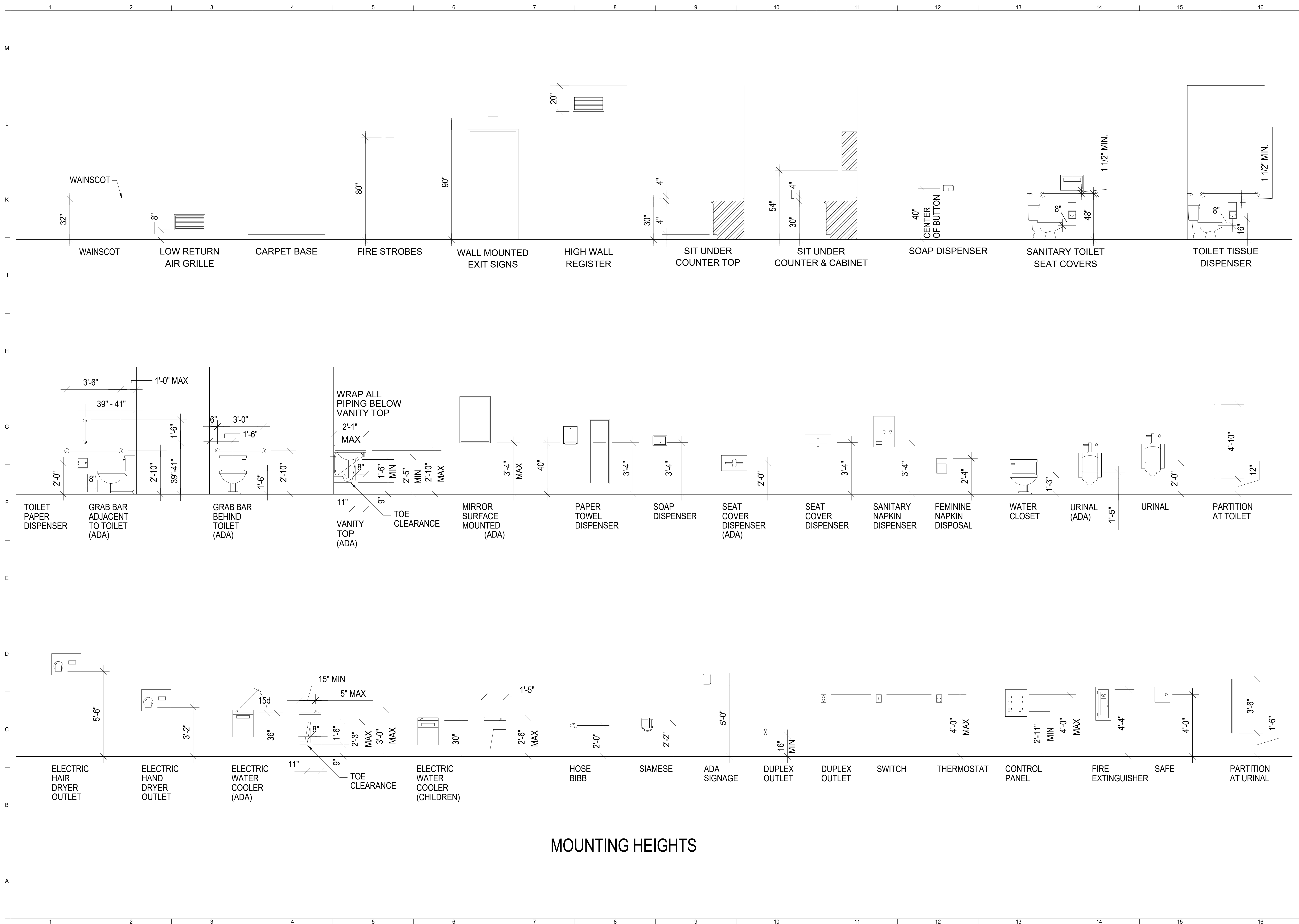
# KEY TO MATERIALS

COMPACTED GRANULAR FILL	
ASPHALT PAVING	
GROUT	
CONTINUOUS WOOD	
WOOD BLOCKING	
PLYWOOD	
FINISH WOOD	
INSULATION	
RIGID INSULATION	
GYPSUM BOARD	
ACOUSTIC TILE	
MASONRY	
EARTH	


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G-001  
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CITY OF PAGE  
COMMUNITY CENTER IMPROVEMENTS  
ADA 1

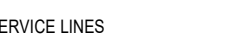
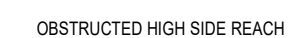
2305-041  
PROJECT NUMBER

A-001

SHEET NO.

## IMPROVEMENTS IN

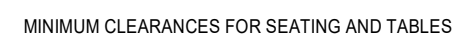


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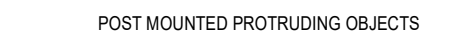




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### 306. KNEE CLEARANCE



### 307. PROTRUDING OBJECTS



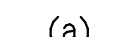
### 403. ACCESSIBLE ROUTES



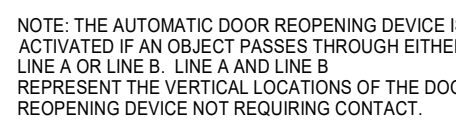
#### 404. DOORS AND DOORWAYS



## 405. RAMPS

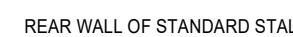
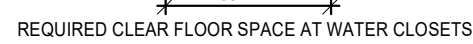


## 406. CURB ANGLES

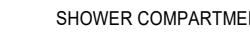
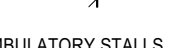


## 407. ELEVATORS

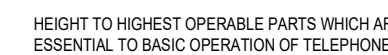
## ADA DETAILS



## 604 TOILETS AND TOILET COMPARTMENTS



## 608 SHOWER COMPARTMENTS



NOTE:  
IF ENCLOSURES ARE USED AND PROTRUDE OUT FROM  
\* THE WALL, THE MAXIMUM PROJECTION CANNOT REDUCE  
THE MINIMUM REQUIRED CLEAR WIDTH OF THE  
ACCESSIBLE PATH.

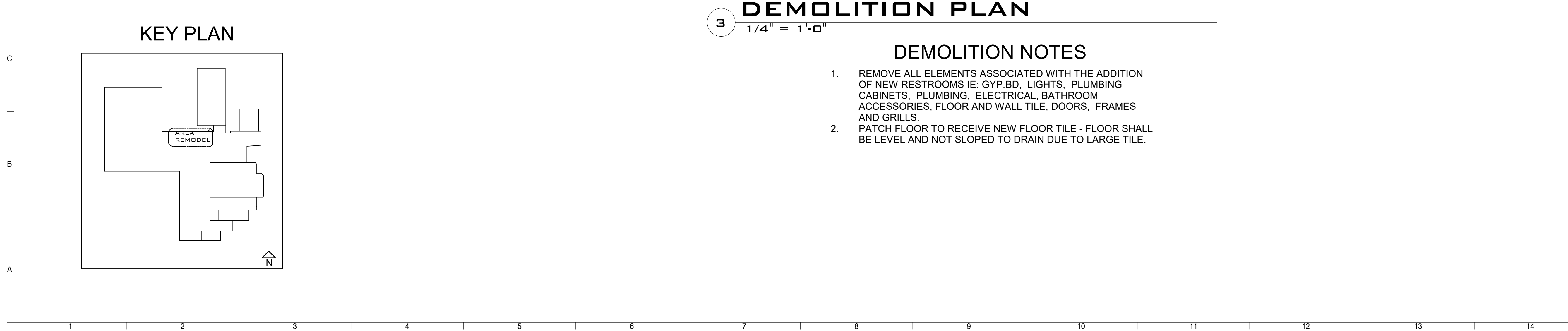
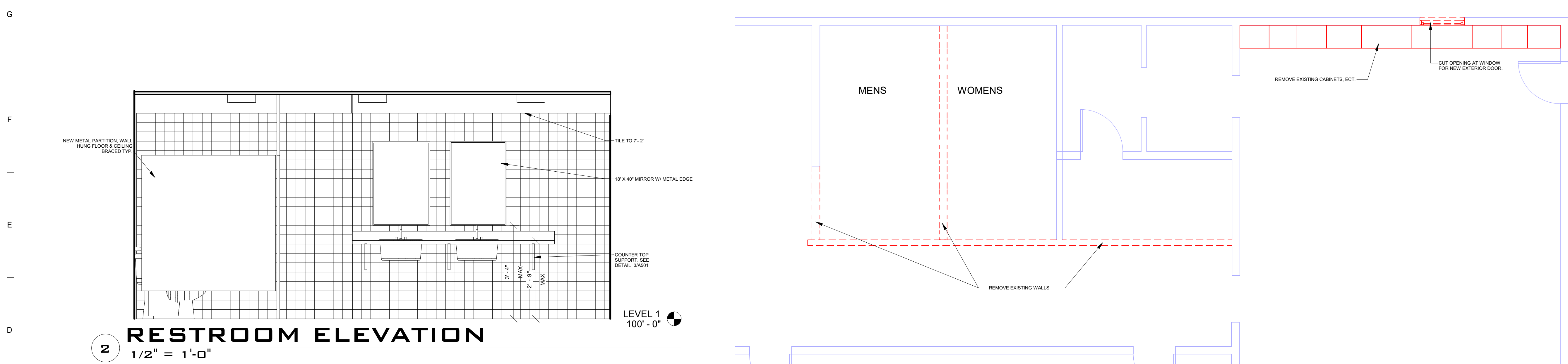
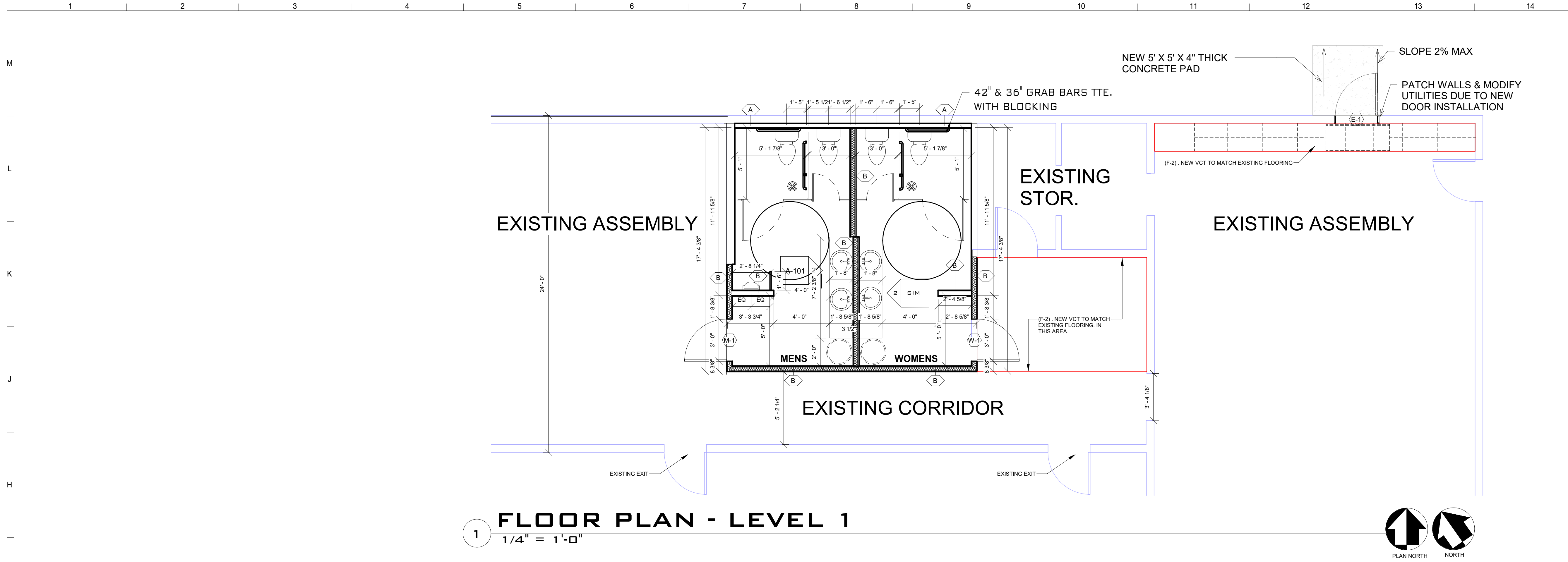
## 704. TELEPHONES



## 802. AUDITORIUM AND ASSEMBLY AREAS

## GENERAL NOTES

1. THREE DIGIT NUMBERS REFER TO ANSI 117.1 CHAPTER SECTION NUMBERS
2. ACCESSIBLE ROUTES SHALL HAVE WALKWAY SURFACES WITH A RUNNING SLOPE NO STEEPER THAN 1:20. CROSS SLOPE NO STEEPER THAN 1:48. SITE WALKWAYS WITH SLOPES EXCEEDING 1:20 SHALL BE GRADED OR COMPACTED WITH RIGID SURFACING. STEEP WALKWAYS NO STEEPER THAN 1:12. PROVIDE HANDRAILS AND COUNTERWEIGHTS PER ANSI 117.1. 2017
3. CLEAR FLOOR OR GROUND SURFACES SHALL HAVE A SLOPE NO STEEPER THAN 1:48.
4. CONTRACTOR TO PROVIDE BLOCKING/BACKING FOR ALL ACCESSORIES. BLOCKING AT GRAB BARS TO WITHSTAND 250 LB. FT. LOAD.
5. DRINKING FOUNTAINS, TOILETS, AND URINALS ARE TO BE MOUNTED AS PER MANUFACTURER'S RECOMMENDATIONS FOR FIRST ACCESSIBLE UNIT. OTHERS ARE DESIGNED TO BE FOR HANDICAPPED USE. NO ACCESSIBLE UNITS TO BE MOUNTED AS SHOWN ABOVE.
6. STANDARD ADA DETAILS. SOME DETAILS MAY NOT APPLY TO THIS PROJECT



**GENERAL NOTES:**

- SOUND INSULATION ON INTERIOR WALLS SHALL EXTEND FROM FLOOR TO ATTIC INSULATION

WALL TYPE A  
 5/8" GYP. BD  
 2X4 STUD @ 16" OC

WALL TYPE B  
 5/8" TYPE "X" GYP. BD  
 BATT INSULATION  
 2X4 STUD @ 16" OC  
 5/8" TYPE "X" GYP. BD

**WALL TYPE**  
 3/4" = 1'-0"

**SQUARE FOOTAGE**

1. REMODEL AREA - 322 SF

**CITY OF PAGE**  
**COMMUNITY CENTER IMPROVEMENTS**  
**FLOOR PLAN**

2305-041  
 PROJECT NUMBER

A-101  
 SHEET NO.

Jones & DeMille Engineering  
 www.jonesanddemille.com

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REGISTERED ARCHITECT  
 2025  
 CAMPBELL  
 1/18/2023  
 EXPIRES 2026  
 ARIZONA, U.S.A.

11/27/2023 10:24:41 AM PROJECT: 2305-041 CITY OF PAGE, COMMUNITY CENTER - PLOT SHEET 13 OF 14  
 11/15/2023 10:34:48 AM  
 JMD/REB/ST/AT






A circle with a horizontal line passing through its center. The upper semi-circle is labeled "X-X" and the lower semi-circle is labeled "0'-0''".

5/8" GYP. BD. ATTACHED TO UNDERSIDE  
OF EXISTING WD. TRUSS OR EXISTING  
G.B. IF SUPPORTING ATTIC INSULATION

1. ADJUST EXISTING EXHAUST & SUPPLY DUCT TO FIT INTO RE-CONFIGURED RESTROOMS SUPPLY NEW GRILLES

1. ADJUST EXISTING EXHAUST & SUPPLY DUCT TO FIT INTO RE-CONFIGURED RESTROOMS SUPPLY NEW GRILLES

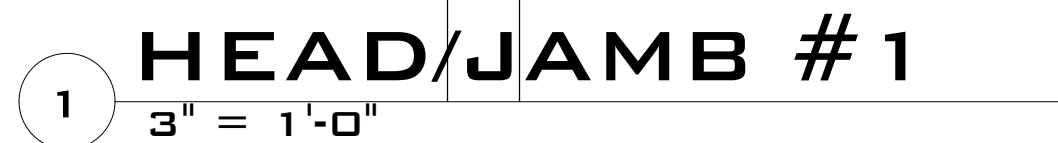


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CITY OF PAGE	COMMUNITY CENTER IMPROVEMENTS	REFLECTED CEILING PLAN
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2305-041  
PROJECT NUMBER

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## FLOORING

F-1	NEW CERAMIC TILE DAL TILE LINDEN POINT 12X24XGRIGIO FLAT FLOOR NO SLOPE
F-2	NEW 12X12 VCT MATCH EXISTING

**BASE**

B-1	NEW 4" RUBBER BASE MATCH EXISTING ADJACENT COLORS W/ ROPPE OR JOHNSONITE
B-2	NEW DALTILE COLOR WHEEL LINEAR ARTIC WHITE6X18 COVERED BASE.

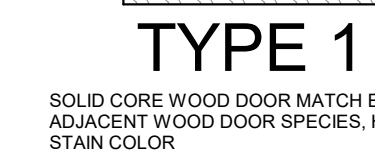
## WALLS

W-1	TEXTURED PRIMED AND PAINT
W-2	NEW WALL TILE UPTO 7'-2" & (W-1) ABOVE TILE TYP. DAL TILE COLOR WHEEL LINEAR ARTIC WHITE 6X18 TILE.
W-3	TOUCH-UP PRIME AND PAINT. MATCH EXISTING

**CEILING**

C-1 SEE REFLECTED CEILING PLAN

DOOR SCHEDULE											
MARK	ROOM NAME	DOOR TYPE	Frame Type	DOOR			HEAD	JAMB	HARDWARE GROUP	GENERAL	
				WIDTH	HEIGHT	THICKNESS				REMARKS	
E-1	ENTRY / EXIT	2	1	3' - 0"	7' - 0"	1 3/4"	1-1/501	1-1/501	EXTERIOR LEVER LOCK H.D.	INSULATED HOLLOW METAL WITH VISION LIGHT	
M-1	MENS RM.	1	1	3' - 0"	7' - 0"	1 3/4"	1-1/501	1-1/501	PUSH/PULL MATCH EXIST. FINISHES	SOLID CORE WOOD DOOR	
W-1	WOMENS RM.	1	1	3' - 0"	7' - 0"	1 3/4"	1-1/501	1-1/501	PUSH/PULL MATCH EXIST. FINISHES	SOLID CORE WOOD DOOR	



## FRAME TYPE 1

## DOOR TYPES

## DOOR GENERAL NOTES

- 1) IBC.1010.1.9 EGRESS DOORS SHALL BE READILY OPERABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT.
- 2) IBC.1010.1.9.1 DOOR HANDLES , PULLS, LATCHES, LOCKS AND OTHER OPERATING DEVICES ON DOOR REQUIRED TO BE ACCESSIBLE SHALL NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING OR TWISTING OF THE WRIST TO OPERATE.
- 3) IBC.1010.1.9.2 DOOR HANDLES, PULLS, LATCHES, LOCKS AND OTHER OPERATING DEVICES SHALL BE INSTALLED 34 INCHES (864MM) MINIMUM AND 48 INCHES (1219MM) MAXIMUM ABOVE THE FINISHED FLOOR
- 4) ALL WOOD DOORS TO BE FACTORY FINISHED
- 5) INSULATE HEAD, JAMBS & SILL W/ WEATHER STRIPPING ON ALL EXTERIOR MAN DOORS
- 6) ALL HOLLOW METAL DOOR TO BE PRIMED & FIELD PAINTED.



DATE	DESCRIPTION

**REVISIONS**

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CITY OF PAGE
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DETAILS /Schedules

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A-501

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SHEET NO.



1234567891011121314

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Stamp: Professional Engineer, Mechanical, No. 42109, LADD M. BIRCH, Date Signed 6-7-21, ARIZONA, U.S.A.

Submittal:

NO.	DATE	DESCRIPTION

REVISIONS

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COMMUNITY CENTER IMPROVEMENTS

PLUMBING LEGEND & ABBREVIATIONS

Project Number

23383

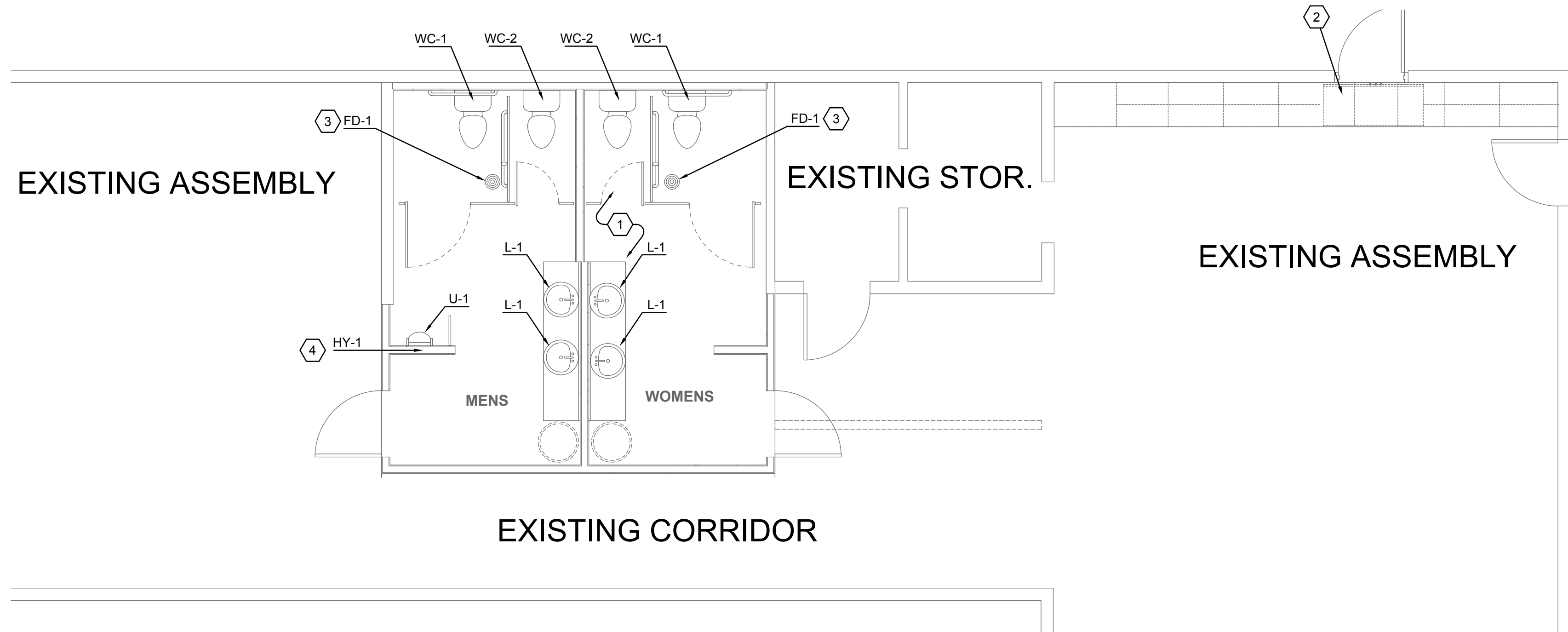
P-001

SHEET NO.

230 North 1680 East, Building V, St. George, Utah 84790, O: (435) 674-4800, F: (435) 674-2708, www.vbfa.com, VBFA Project #: 23383, For Questions Contact: L.B.

VBFA

KEY PLAN



PLUMBING PLAN

SCALE: 1/4" = 1'-0"

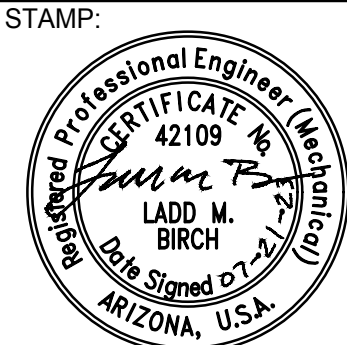
0' 4' 8'

### KEYED NOTES

1. EXISTING RESTROOM FIXTURES TO BE DEMOED IN PREPARATION FOR NEW RESTROOM LAYOUTS, REFER TO ARCHITECTURAL PLANS FOR LEVEL OF DEMOLITION AND NEW RESTROOM LAYOUTS.
2. DEMO EXISTING SINK, CAP EXISTING WATER AND VENT PIPING BACK TO ACTIVE MAINS, AND CAP EXISTING SEWER BELOW GRADE.
3. PROVIDE AND INSTALL NEW FLOOR DRAIN AND TRAP SEAL PROTECTION DEVICE, SEE DETAIL. TRAP SEAL SHALL BE COMPATIBLE WITH EXISTING FLOOR DRAIN PER MANUFACTURER'S GUIDELINES. CONTRACTOR TO FIELD VERIFY EXISTING SEWER LOCATION AND MAKE FINAL CONNECTION TO THE NEW FLOOR DRAIN AS NECESSARY.
4. PROVIDE DCW BRANCH LINE TO URINAL WITH A WATER HAMMER ARRESTOR, INSTALLED AS CLOSE TO THE VALVE AS POSSIBLE. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.

### GENERAL NOTES

- A. CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING WORK, TYPICAL.
- B. CONTRACTOR TO COORDINATE ALL NEW PIPING AND EQUIPMENT WITH EXISTING STRUCTURE AND ALL OTHER TRADES, TYPICAL.
- C. CONTRACTOR TO SAWCUT, REMOVE AND PATCH AND REPAIR ALL FLOORS, WALLS, AND CEILINGS AS NECESSARY TO ACCESS EXISTING PLUMBING PIPING TO ALTER AND EXTEND TO NEW FIXTURE LOCATIONS. REFER TO ARCHITECTURAL PLANS FOR REMODEL INFORMATION AND NEW FIXTURE LAYOUT, TYPICAL.
- D. CONTRACTOR TO FIELD VERIFY THE EXISTING PLUMBING SERVICES IN THE RESTROOM AREA. INSPECT THE PIPING TO ENSURE IT IS FREE FROM DEFECTS PRIOR TO MAKING CONNECTION OR RE-USING. CONTRACTOR SHALL ALERT THE ARCHITECT AND OWNER OF ALL DEFICIENCIES PRIOR TO CONTINUING WORK, TYPICAL.
- E. CONTRACTOR SHALL PROVIDE ALL NEW PLUMBING FIXTURES UNLESS NOTED OTHERWISE. FIXTURES MUST BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO PURCHASE AND INSTALLATION, TYPICAL.
- F. CAP AND ABANDON ALL PIPING NOT FOR RE-USE, TYPICAL.



SUBMITTAL:

NO.	REVISIONS

REVISIONS

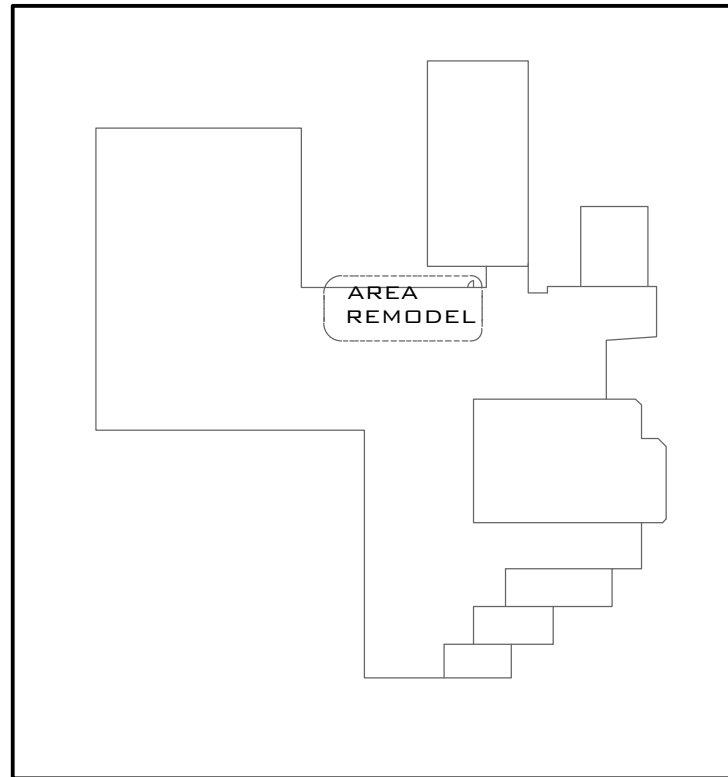
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PLUMBING PLANS

Project Number  
23383

P-101

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### KEY PLAN



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For Questions Contact: L.B.





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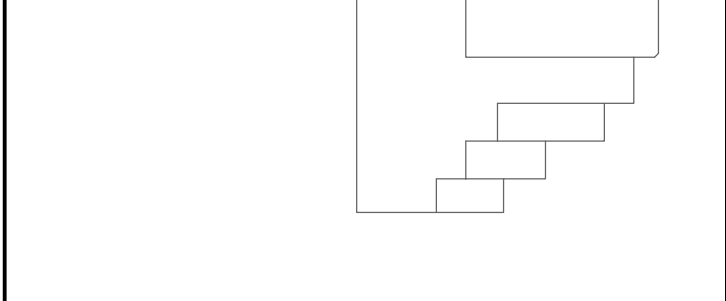
ELECTRICAL ABBREVIATIONS					
ACE	ABOVE COUNTER	EX	EXISTING TO BE REMOVED	PC	PLUMBING CONNECTION
AFC	AVAILABLE FAULT CURRENT	EXR	EXISTING TO REMAIN	POC	POINT OF CONNECTION
AFB	ABOVE FINISHED FLOOR	FMC	FLEXIBLE METAL CONDUIT	POS	POINT OF SALE
AFV	ABOVE FINISHED GRADE	GC	GENERAL CONTRACTOR	RF	REPAIR
AMP	AMPS INTERRUPTING CAPA	GEC	GROUND ELECTRODE CONDUCTOR	RM	ROOM MOUNTED
AMP	AMPS	GFCI	GROUND FAULT CURRENT	RMF	ROOM METAL CONDUIT
AMP	AMPERES	GR	GROUND	RNC	RIGID NONMETALLIC CONDUIT
AWG	AMERICAN WIRE GAUGE	GND	GROUND	SBJ	SYSTEM BENDING JUMPER
BAF	BAFCE COUNTER			SCA	SHORT CIRCUIT AMPERES
BFC	BELOW FINISHED CEILING	IMC	INTERMEDIATE METAL CONDUIT	SE	SENDER
BFG	BELOW FINISHED GRADE	ISC	INSTANTANEOUS SHORT CIRCUIT	TC	TEMPERATURE CONTROLLER
C	C CONDUIT	ICMIL	1000 CIRCULAR MILS (MCM)	UN	UNLESS NOTED OTHERWISE
CND	CONDUIT	LFMC	LIQUID TIGHT FLEXIBLE METAL CONDUIT	UNF	UNINTERRUPTIBLE POWER
CR	CRITICAL	LFGC	LIQUID TIGHT FLEXIBLE NON-METAL CONDUIT	VS	VOLTS
CT	CURRENT TRANSFORMER			VP	VEHICLE INFLATION
CD	CORROSION MATERIAL	INT	INTERVENAL CONTRACTOR	WPM	WATERPROOFING/MEMBRANE
DE	DEDICATED	MCA	MINIMUM CIRCUIT AMPS	XP	EXPLOSION PROOF
DA	DROP FROM ABOVE	N	NEAR		
EC	ELECTRIC COUNTER	NEN	NEAR		
EM	EMERGENCY/EGRESS BATT.	NE	NIGHT LIGHT, BYPASS LIGHT SWITCHING	XR	EXTENDING TO BE REMOVED
ENT	ELECTRIC METALLIC TUBING				
ENT	ELECTRIC NONMETALLIC TUBING				

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**For Questions Contact: C.M.**



Project Number 23383		
E-001		

POWER GENERAL NOTES

A. TYPE MC CABLE IS ACCEPTABLE FOR USE ON THIS PROJECT WHERE ALLOWED BY CODE AND WHERE CONCEALED IN WALLS OR ABOVE CEILING.

LIGHTING GENERAL NOTES

A. PROVIDE UN-SWITCHED CONDUCTOR AHEAD OF LIGHTING CONTROL RELAY TO EMERGENCY FIXTURE BATTERY PACK. NORMAL ON/OFF OPERATION OF FIXTURE THROUGH RELAY INDICATED.

B. AREAS SHOWING OCCUPANCY SENSORS IDENTIFY SPACES WHERE THE LIGHTS IN THE SPACE ARE TO BE CONTROLLED BY OCCUPANCY SENSORS AND DO NOT NECESSARILY INDICATE EXACT QUANTITIES AND PLACEMENT. THE CONTRACTOR IS TO COORDINATE WITH THE LOCAL MANUFACTURER'S REPRESENTATIVE FOR EXACT LOCATIONS AND QUANTITIES FOR A 90% MINIMUM COVERAGE OF THE SPACE. PROVIDE RELAYS, POWER PACKS, ETC. AS REQUIRED FOR A COMPLETE INSTALLATION. MOTION DETECTION FROM ANY SINGLE DEVICE SHALL TRIGGER ALL THE LIGHTS ON UNLESS INDICATED OTHERWISE.

C. RUN ALL LIGHTING IN SPACES NOT CONTROLLED BY OCCUPANCY SENSORS THROUGH THE LIGHTING CONTROL PANEL UNLESS INDICATED OTHERWISE.

D. LIGHTING CALLOUTS ARE TYPICAL FOR OTHER LIGHTS IN THE ROOM OF THE SAME LUMINAIRE SYMBOL UNLESS INDICATED OTHERWISE.

E. CONNECT EMERGENCY EXIT/EGRESS LIGHT FIXTURE TO UN-SWITCHED CONDUCTOR OF NEAREST 120 OR 277 VOLT LIGHTING CIRCUIT. INSTALL IN COMPLIANCE WITH NEC 700.12(F).

F. TYPE MC CABLE IS ACCEPTABLE FOR USE ON THIS PROJECT WHERE ALLOWED BY CODE AND WHERE CONCEALED IN WALLS OR ABOVE CEILING.

G. CONTRACTOR IS RESPONSIBLE TO FURNISH O&M INSTRUCTIONS FOR SYSTEMS AND EQUIPMENT TO THE BUILDING OWNER OR DESIGNATED REPRESENTATIVE.

H. CONTRACTOR IS RESPONSIBLE TO FURNISH AS-BUILT DRAWINGS FOR ELECTRIC POWER SYSTEMS WITHIN 90 DAYS OF SYSTEM ACCEPTANCE.

I. LIGHTING SYSTEMS MUST BE TESTED TO ENSURE PROPER CALIBRATION, ADJUSTMENT, PROGRAMMING AND OPERATION.

# KEYED NOTES

1. CONTRACTOR SHALL VERIFY ALL CONDUITS ALONG WALL AND RECONFIGURE AS NECESSARY TO AVOID THE NEW DOOR PLACEMENT AND MAINTAIN CIRCUIT INTEGRITY.

2. ALL NEW LIGHTING AND ELECTRICAL FIXTURES ARE TO BE REWIRED DUE TO THE RELOCATION OF THE NEARBY FIXTURES WITHIN THE ROOM.

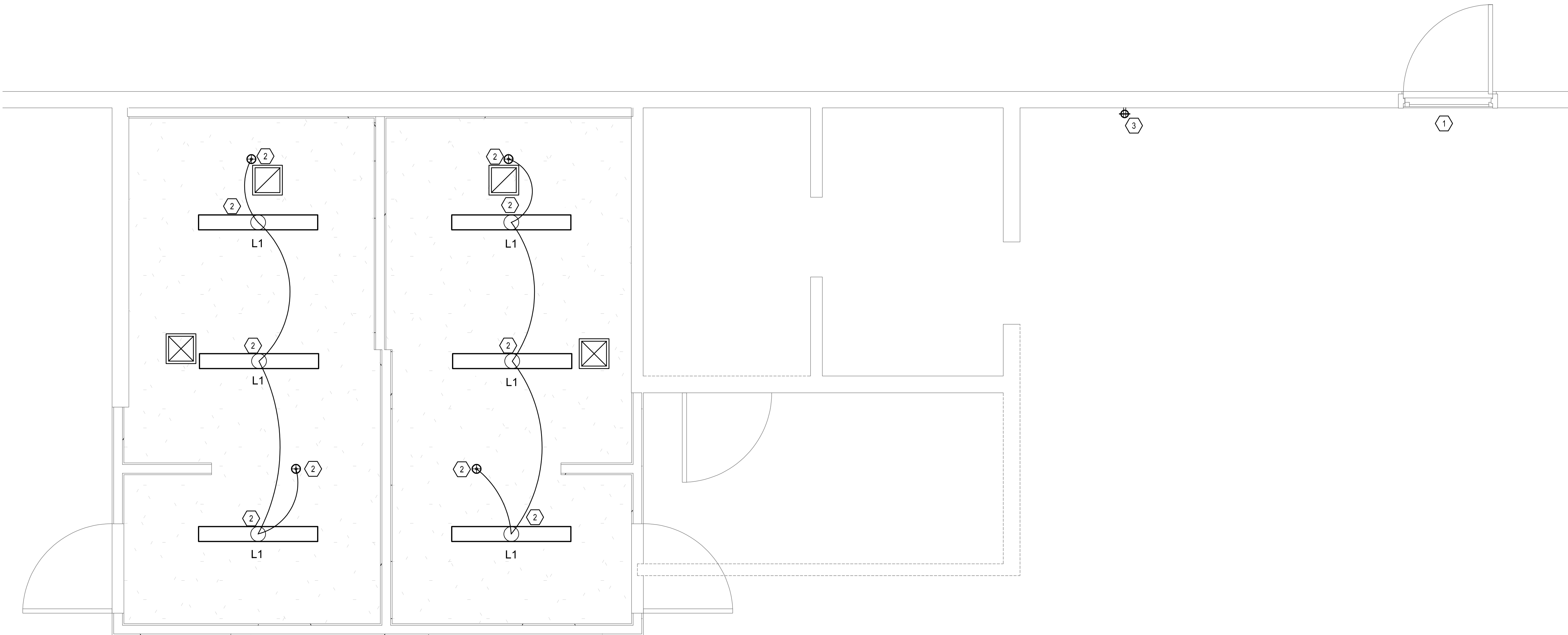
3. OVEN IS TO BE DISCONNECTED AND REMOVED PRIOR TO DEMOLITION, REMOVE ALL BRANCH CIRCUIT WIRING AND CONDUIT BACK TO POWER SOURCE ORIGINATION PANEL. RELABEL BREAKER "SPARE". PROVIDE UPDATED TYPED CIRCUIT DIRECTORY FOR PANEL.

STAMP:

Professional Engineer (Electrical)  
74028  
Lewis Wong  
Arizona U.S.A.

SUBMITTAL:

NO.	DATE	REVISIONS



ELECTRICAL PLAN

SCALE: 1/2" = 1'-0"

0'

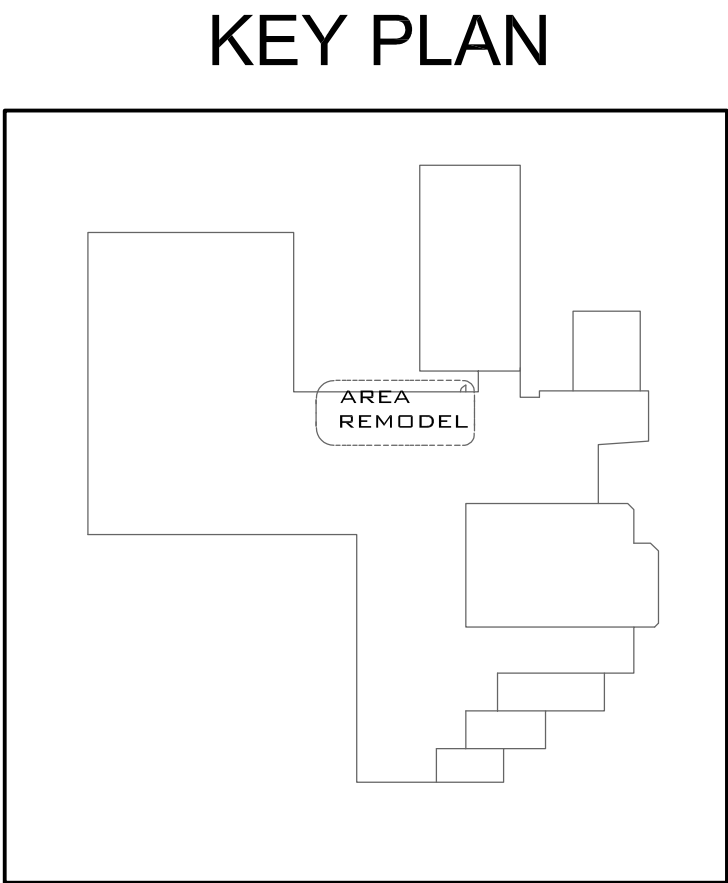
2'

4'

VBFA

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ELECTRICAL PLAN

Project Number 23383

E-101

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