Sweet Springs Community Mobile Home Park

Infrastructure Project WIFA Project no. DW 020-2025



Billie & Bonnie LLC, dba Sweet Springs Community MHP 323 S. Lee Street, St. David, AZ 85630

Bids due 3:00 pm, September 16th, 2025





Sweet Springs Community Mobile Home Park WIFA Project no. DW 020-2025

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Invitation to Bid Sweet Springs Community Mobile Home Park WIFA Project no. DW 020-2025

Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park is seeking sealed bids from licensed Arizona Contractors to complete the following improvements:

The project will consist of two phases of work. Phase 1 is comprised of replacing the distribution system, and Phase 2 is comprised of installing a new booster and providing additional storage. The water system will be required to provide service to the customers throughout both construction phases. It is expected that a switch-over will occur within a single day, once both phases of construction are approved.

Phase 1 construction activities will include replacing all distribution lines with 3,688 lineal feet of 4-inch C-900 PVC pipe, 109 lineal feet of 4-inch ductile iron pipe, 20 each 4-inch valves, 6 each 2-inch post fire hydrants, 1 each blow off assembly, and appurtenant bends and service connections.

Phase 2 will include connecting two 10,000 gallon plastic storage tanks to the existing welded steel tank, adding a new 3 HP booster pump with pressure switch & re-locating the 3 each bladder tanks on a concrete pad, installing a new electric rack, and connecting the electric to the existing electric sub-panel.

This project is federally funded and will require Davis-Bacon wages, certified payroll, and American Iron & Steel. WIFA-approved Project Sign to be displayed during construction.

Contract documents in electronic format are published on the Southeastern Arizona Governments Organization (SEAGO) website: https://www.seago.org/public-notices. Bidders are responsible for monitoring the website referenced above for notifications of changes and addenda related to this project.

The Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park will conduct an **optional** prebid conference and site inspection on September 5th, 2025 at 10:00 a.m. Interested bidders are highly encouraged to attend and should meet at **323 S. Lee Street, St. David, AZ 85630** which is accessible to persons with disabilities. Individuals with special accessibility needs may contact Russell and Beth Chambers at sweetspringsmhp@gmail.com or 541-231-9981 at least seventy-two (72) hours prior to the meeting.

<u>Sealed bids will be received via mail at 1403 W. Highway 92, Bisbee, AZ 85603</u> until 3:00 p.m. **September 16th, 2025.**

Sealed bids will be opened on Wednesday, September 17th, 10:00 a.m. at SEAGO, located at 1403 W. Highway 92, Bisbee, AZ 85603. Failure of the proposer to complete all of the bid documents may result in rejection of the Bid. All bids should be identified as "Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park WIFA Project no. DW 020-2025." To be considered, *one* (1) *original and two* (2) *copies* of the Bid must be provided in accordance with the Instructions to Bidders included in the bid package.

IMPORTANT DATES (Dates may be subject to change. All times are in Arizona Time.)				
ACTIVITY	DATE/TIME			
Bid Packet Release/Advertisement	8/22/2025 & 8/29/2025			
OPTIONAL Pre-Bid Meeting/Site Inspection	9/5/2025 @ 10:00 AM			
Deadline to Submit Questions	9/12/2025 @ 3:00 PM			
Deadline for Bid to be Received via Mail	9/16/2025 @ 3:00 PM			
Bid Opening	9/17/2025 @ 10 AM			

For questions about the bidding process, please contact William D. Osborne, AICP, SEAGO Community Development Program Manager at www.seago.org or 520-559-8546. For questions about the plans or specs, please contact Greg Carlson, C.E. at gregc@gceng.biz or 520-624-0070. If information of a material matter is provided in response to any correspondence or question or if a clarification is issued by the Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park, a copy of the question and answer will be provided to all prospective bidders who have requested a set of plans on the SEAGO website, at https://www.seago.org/public-notices. This response shall serve as an addendum to the advertised call for bids.

A bid security in the form of a certified check, cashier's check, or bid bond in the amount of ten percent (10%) of the bid shall accompany each bid. Bonding companies issuing acceptable bonds in conjunction with this project must hold a certification of authority to transact surety business in Arizona as issued by the Director of the Department of Insurance. All bid security shall be made payable, without condition, to the Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park. Said bid security shall be considered liquidated damages and shall be forfeited to the Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park in the event the bid is accepted, and the successful bidder fails to execute the contract and furnish the required bonds within ten (10) workings days after the notice of bid award.

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

On the documented recommendation of the project civil engineer, the Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park reserves the right to accept the lowest, most responsible bid; to consider alternatives; to reject any or all bids; and to waive irregularities or information in any bid. Bids received after the specified time of closing will be returned unopened. The Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park also reserves the right to hold any or all bids for a period of thirty (30) days after the date of opening. Bidders will not be allowed to withdraw submitted bids during the thirty (30) day period.

The successful Bidder must be registered with SAM.Gov to be awarded.

Instructions to Bidders Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park WIFA Project no. DW 020-2025

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

- 1. Submit Bid Security (Bond or Certified Check);
- 2. Submit Bid Proposal Form;
- 3. Submit Bid Schedule;
- 4. Identify sub-contractors and material suppliers known when bid is submitted using form provided;
- 5. Using the form provided, submit the WIFA Certifications. This form is to be signed by the owner or corporate officer of the bidder;
- 6. Submit Step Certifications; and
- 7. American Iron and Steel Materials and De Minimis Worksheet.

Bid Security, Performance Bond and Payment Bond

The bid guarantee shall be in the form of a certified or cashier's check, upon a solvent bank or a surety bond for ten (10%) percent of the amount of the bid.

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

Such bonds shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable and acceptable to the Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.

Insurance

The contractor shall purchase and maintain during the contract time insurance as listed in the contract, including Protective Bodily Injury, Personal Property and Automobile Bodily Injury and Property Damage. The contractor will be required to provide evidence of such insurance prior to the issuance of the Notice to Proceed in a form acceptable to the Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park.

The Certificate of Insurance shall name the Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park ("DISTRICT") as additional insured. As required by law, the Certificate of Insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Arizona or countersigned by an agent of the carrier authorized to do business in the State of Arizona.

Additionally, the contractor will be required to purchase and maintain Worker's Compensation Insurance, including occupational disease provisions, for all employees at the site of the project. In case any work is sublet, the contractor shall require such sub-contractor similarly to provide Workers' Compensation Insurance, including occupational disease provisions, for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Award of the Contract

On the documented advice of the project civil engineer, the DISTRICT reserves the right to reject any and all bids and to award the contract to other than the lowest bidder with good cause. Additionally, the bidder recognizes the right of the DISTRICT on documented advice of the project civil engineer to reject a bid if the bidder failed to furnish the data required by the bidding documents or if the bid is incomplete or irregular in any way.

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

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

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

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

Protest Procedure

Bid protests shall be submitted in writing to: William Osborne, SEAGO Community Development Program Manager, 1403 W. Highway 92, Bisbee, AZ 85603 within seventy-two (72) hours of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, WIFA, the project engineer, or others, the DISTRICT will respond to the protest. The DISTRICT reserves the right after consultation with WIFA and the project civil engineer to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

PROPOSAL CHECK LIST

These forms are required.

Bid Proposal Form (page 8)
Bid Schedule (page 11)
Sub-contractor and Material Suppliers List (page 12)
Bid Bond, Certified Check or Cashier's Check (page 13)
Step Certification Letter (s) (pages 59 and 60)
American Iron & Steel Materials and De Minimis Worksheet (page
61)

BID PROPOSAL

Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park WIFA Project no. DW 020-2025

THIS BID IS SUBMITTED TO:

Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park WIFA Project No. DW 020-2025

c/o: SEAGO

1403 W. Highway 92 Bisbee, AZ 85603

Attn: William Osborne, Community Development Program Manager

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and with the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park. Bidder will sign and submit the contract with the bonds and other documents required by the bidding requirements within ten (10) days after the date of Notice of Award.
- 3. In submitting this Bid, Bidder represents, as set forth in the Contract, that:

1.	Bidder has examined and careful	ly studied the Bidding Documents, the other re	elated data
	identified in the Bidding Document	ts, and the following Addenda, receipt of all which	ı is hereby
	acknowledged.		
	A 11 1 N.	A 11 1 D. 4.	
	Addendum No.	Addendum Date.	

Addendum No.	Addendum Date.
	
	

- 2. Bidder has visited the Site and become familiar with and is satisfied as to the general and local site conditions that may affect cost, progress, and performance of the Work.
- 3. Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress and performance of the Work.
- 4. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site or otherwise that may affect cost, progress and performance of the Work or that relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- 5. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) specified within the Bid and within the times, and in accordance with the other terms and conditions of the Bidding Documents.
- 6. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- 7. Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the Engineer is acceptable to Bidder.
- 8. The Bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 9. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park.
- 10. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):_______.

WIFA Project no. DW 020-2025

TOTAL BID AMOUNT		\$ \$		
		(Figure)		
Dollars			_	
Donais	(Use words)			

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

Those bid items specifically identified as unit price items will be paid on a basis as determined by the DISTRICT, project civil engineer and CONTRACTOR during construction.

SECTION 6 Bid Schedule / Bid Values

PHASE 1 – DISTIBUTION SYSTEM

#	Description	Quantity	Unit	Unit Price	Extended Price
1	Mobilization/Demobilization (not to exceed 10% of total bid)	1	LS		
2	4" PVC (C-900) waterline in-place	3,688	LF		
3	4" PVC DIP waterline in-place	109	LF		
4	4" Valve in new water line	20	EA		
5	4" x 4" Tee	4	EA		
6	curb stop flushing vale assembly	1	EA		
7	4" 90° bend	9	EA		
8	4" 45° bend	8	EA		
9	ARV assembly in box	2	EA		
10	5/8" x ¾" water meter assembly in box	58	EA		
11	4" brass check valve	1	EA		
12	#2 Eclipse post hydrant assembly	6	EA		
13	PHASE 1 SUB-TOTAL				

PHASE 2-WATER STORAGE & BOOSTER

#	Description	Quantity	Unit	Unit Price	Extended
					Price
14	10,000 gallon plastic storage tank with	2	EA		
	appurtenances and rings				
15	Connect to existing steel tank	1	LS		
16	3" galvanized pipe connecting tanks	1	LS		
17	3" gate valves	2	EA		
18	1-1/2" galvanized by-pass line & tee	1	LS		
19	3" GIP intake manifold, including valves	1	LS		
	bends, tank connections				
20	4" PVC overflows & splash pads	2	EA		
21	sample tap assemblies	2	EA		

22	3 HP booster with switches & gauges	1	EA	
23	bladder tank re-location assemblies	3	EA	
	with 4" manifold line & valves			
24	Tank drain valve assembly & splash pad	2	EA	
25	4" brass check valve	1	EA	
26	1-1/2" brass check valve	1	EA	
27	1-1/2" GIP above ground including	1	LS	
	valves & cap			
28	site electrical including sub-panel	1	EA	
29	concrete slab	104.5	SF	
30	PHASE 2 SUB-TOTAL			
31	TOTAL			

SUB-CONTRACTORS AND MATERIAL SUPPLIERS LIST

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

Specialty	Sub-contractor/Material Supplier Name	License #

BID BOND

Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park WIFA Project no. DW 020-2025

(Penalty of this bond must not be less than 10% of the base bid amount plus alternate)

(Penalty o	r this bond must no	t be less than 10% of the base bid am	iount plus alternate)
KNOW ALL MEN BY	THESE PRESENTS,	,	
called the PRINCIPAL, of Arizona and authorsheld and firmly bound David, Arizona as Own) for the called the PRINCIPAL, of Arizona and authorsheld and firmly bound as Own	and a corporation dized to do business: dunto the Billy & Finer/DISTRICT in the he payment of whi	uly organized and existing under and in the State of Arizona, as Surety, he Bonnie LLC, dba Sweet Springs Conpenal sum of	I by virtue of the laws of the State reinafter called the SURETY, are nmunity Mobile Home Park, St. dollars (\$ e we bind ourselves, our heirs,
& Bonnie LLC, dba Swe	eet Springs Commur le as part hereof to e	t whereas the Principal has submitted nity Mobile Home Park, the accompanater into a contract in writing for "Seathe Bid.	nying Bid Proposal, attached
Contract with the Own specified in the Biddin such Contract and for event of the failure of to the Owner the differ larger amount for which	ner in accordance was or Contract Documents or Contract Documents of the Principal to enter rence not to exceed to the Owner may in	accept the Bid of the Principal and with the terms of such Bid, and give ment with good and sufficient Surety to flabor and material furnished in the such Contract and give such bond on the penalty hereof between the amount good faith contract with another pall and void, otherwise to remain in full	such bond or bonds as may be y for the faithful performance of the prosecution thereof, or in the or bonds if the Principal shall pay not specified in said Bid and such arty to perform the work covered
SIGNED AND SEALER	O THIS day of	, 2025.	
	-		
Attest:	Surety		-
	Title		-
Attest	Ву		-
	Title		-

CONTRACT AGREEMENT

THIS AGREEMENT, entered into this	day of	, 2025, by	and between the Billy	& Bonnie	LLC, d	lba
Sweet Springs Community Mobile Home Park (hereinat	fter called the "l	DISTRICT")	, acting herein by Mr.	Russell C	Chambe	rs,
Manager, hereunto duly authorized, and	(hereinafter	called the	"CONTRACTOR")	acting h	erein	by
, President, hereunto authorized.						

WITNESSETH THAT:

The DISTRICT desires to engage the CONTRACTOR to render construction services for the Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park Project 020-2025.

NOW, THEREFORE the parties do mutually agree as follows:

1. Work

CONTRACTOR shall complete all work as specified herein per plans and specifications. The work is generally described as follows:

The project will consist of two phases of work. Phase 1 is comprised of replacing the distribution system, and Phase 2 is comprised of installing a new booster and providing additional storage. The water system will be required to provide service to the customers throughout both construction phases. It is expected that a switch-over will occur within a single day, once both phases of construction are approved.

Phase 1 construction activities will include replacing all distribution lines with 3,688 lineal feet of 4-inch C-900 PVC pipe, 109 lineal feet of 4-inch ductile iron pipe, 20 each 4-inch valves, 6 each 2-inch post fire hydrants, 1 each blow off assembly, and appurtenant bends and service connections.

Phase 2 will include connecting two 10,000 gallon plastic storage tanks to the existing welded steel tank, adding a new 3 HP booster pump with pressure switch & re-locating the 3 each bladder tanks on a concrete pad, installing a new electric rack, and connecting the electric to the existing electric sub-panel.

This project is federally funded and will require Davis-Bacon wages, certified payroll, and American Iron & Steel. WIFA-approved Project Sign to be displayed during construction.

2. Access to Information

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

3. Federal Labor Standards Compliance

The DISTRICT has designated Southeastern Arizona Governments Organization (SEAGO) to provide ongoing labor standards monitoring to verify CONTRACTOR compliance with the Davis-Bacon and other provisions of the Fair Labor Standards Act.

4. Contract Times

The work will be completed and ready for final payment within one hundred and eighty (180) calendar days of the date in the Notice to Proceed. The DISTRICT may administratively grant a time extension to this contract time at its discretion, in writing.

5. Liquidated Damages

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

6. Compensation and Method of Payment

The amount of compensation and reimbursement to be paid hereunder is: ______Dollars (\$.00), the total of the base bid. Originals of the Applications for Payment are to be submitted no later than the first day of the month to the DISTRICT.

SEAGO shall verify compliant completion of all necessary documentation required by the standards of federal WIFA contract and Davis-Bacon Act. Should there be repeated non-compliance issues on the part of the CONTRACTOR, SEAGO is authorized to advise the DISTRICT to withhold payment until the issues are resolved.

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

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

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

The DISTRICT may deduct from each progress payment and final payment an amount equal to the DISTRICT's estimate of the liquidated damages then due or that would become due based on the DISTRICT's estimate of late completion of the work if CONTRACTOR fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed to recover schedule.

7. Indemnification

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

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

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona and all obligations of the parties created hereunder are performable in the DISTRICT. Venue and jurisdiction for any conflict resolution proceeding, formal or informal, shall occur in the County of Cochise, Arizona.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- f. The Contractor hereby certifies it shall comply with A.R.S. §35-394 which mandates the Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park, as a Private entity of Arizona, and using Public funds, may not enter into or renew a contract with a company unless the contract includes written certification that the company does not currently, and agrees for the duration of this contract that it will not use:
 - 1) the forced labor of ethnic Uyghurs in the People's Republic of China, or;
 - 2) any goods or services produced by the forced labor of the ethnic Uyghurs in the People's Republic of China, or;
 - 3) any subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

Additionally, if during the term of this contract, after providing written certification pursuant to the above conditions, your company becomes aware that it is not in compliance with this written certification, your company shall notify the Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park within five (5) business days.

If within one hundred and eighty (180) days of notification of noncompliance your company does not

provide the Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park with written certification of company's remedy of the noncompliance, the Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park shall terminate this contract. Exception: if the contract termination date occurs before the end of the remedy period, the contract shall terminate on the contract termination date.

- g. The Contractor hereby certifies that it shall comply with A.R.S. §35-393 and §35-393.01, which mandates that the DISTRICT, as a Private entity of Arizona, and using Public funds, may not enter into a contract with a value of \$100,000 or more with a company to acquire or dispose of services, supplies, information technology or construction unless that contract includes a written certification that:
 - 1) the company is not currently engaged in, and;
 - 2) agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.
- h. Tampering with Public Records: Per A.R.S. §13-2407, this certification is a public record and concerns a matter within the jurisdiction of Arizona in that the making of a false record may render the maker subject to prosecution for a Class 6 Felony.

9. Project Familiarity and Identification of Conflicts

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

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

10. Insurance

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

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

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

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

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

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

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

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

REQUIRED COVERAGE:

Commercial General Liability:

CONTRACTOR shall maintain "occurrence" from Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit on a per project basis endorsed by means of ISO Endorsement CC-2503 1185 or equivalent. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Offices, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this CONTRACT, the DISTRICT, the project ENGINEER, their agents, REPRESENTATIVES, officers, directors, officials, and employees shall be cited as an Additional Insured under Insurance Service Officers, Inc. Commercial General Liability Additional Insured Endorsement form CG 20 10 11 85, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in sum, but only with respect to liability arising out of 'your work' for that insured by or for you." CONTRACTOR, its successors and/or assigns, is required to maintain commercial General Liability insurance as specified hereunder for a minimum period of three (3) years following completion and acceptance of subject WORK. CONTRACTOR shall submit Certificate of Insurance evidencing such Commercial General Liability insurance during said three (3) year period containing all of the insurance requirements set forth herein including naming the DISTRICT, ENGINEER, their agents, REPRESENTATIVES, officers, directors, officials, and employees as Additional Insured as required. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be "follow form" equal or broader in coverage score than underlying insurance.

Workers' Compensation Insurance:

CONTRACTOR shall maintain Workers' Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR'S employees engaged in the performance of the WORK and shall also maintain Employers' Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

REQUIREMENT OF CONTRACT BONDS:

Concurrently with the execution of the CONTRACT, CONTRACTOR shall furnish the DISTRICT the following bonds, which shall become binding upon the AWARD of the CONTRACT to the CONTRACTOR:

<u>Performance Bond</u> in an amount equal to the full CONTRACT SUM conditioned upon the faithful performance of the CONTRACT in accordance with PLANS, SPECIFICATIONS, and conditions thereof. Such bond shall be solely for the protection of the DISTRICT. The PERFORMANCE BOND shall remain in force the greater of (a) two years after FINAL COMPLETION of the WORK, or (b) until the expiration of all warranties and guarantees as required by the CONTRACT.

<u>Payment Bond</u> in an amount equal to the full CONTRACT SUM solely for the protection of the claimants supplying labor or MATERIALS to CONTRACTOR or his SUBCONTRACTORS in the prosecution of the WORK provided for in such CONTRACT. The PAYMENT BOND shall remain in effect for at least one year after FINAL COMPLETION of the WORK.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of this judgement such reasonable attorney's fees as may be fixed by a judge of the court.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statues and any amendments thereto. The bonds shall be made payable and acceptable to the DISTRICT. The bonds shall be written or countersigned by an authorized REPRESENTATIVE of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

<u>Subcontractors Bond:</u> All SUBCONTRACTORS whose total Project value exceeds \$50,000.00 shall provide payment and PERFORMANCE BONDS which meet the same requirements as Bonds required for CONTRACTOR.

Cancellation and Expiration Notice

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

11. Timely Submission of Labor Standard Forms

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

12. Contract Documents

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

This Contract including Exhibit A, Terms and Conditions and Exhibit B, WIFA Governmental Contract Packet Plans and Specifications incorporated in the bidding documents Bidding documents including addenda acknowledged in CONTRACTOR bid Invitation to Bid Instructions to Bidders Bid Proposal

Bid Bond

Performance Bond

Labor & Material Payment Bond

List of Sub-Contractors

Notice to Proceed

LS-2, Contractor Certification

LS-3, Subcontractor Certification

LS-4, Weekly Payroll Reports

LS-5, Weekly Statement of Compliance

LS-14, Fringe Benefits Documentation

LS-15, Authorization for Deductions

LS-17, Certification of Applicable Fringe Benefit Payments

LS-7, Notice to All Employees WH1321

Wage Rate Determination as provided in the Bid Document

Standard Form 1444, Request to Conform an Additional Classification

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

13. Terms and Conditions

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

14. Certifications

This Agreement is subject to the provisions entitled "Certifications" which were submitted by the CONTRACTOR in the bid dated _______, 2025 and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

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

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

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

16. Safety

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

17. Retention of Records

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

18. Independent Contractor

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

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

Approved as to Form:	DISTRICT:		
Steve Wene, Attorney for DISTRICT	Russell Chambers, Manager for DISTRICT		
CONTRACTOR:	, President		

ATTACHED EXHIBITS:

A: Terms and Conditions (also to be signed)

B: WIFA Contract Documents

EXHIBIT A: TERMS AND CONDITIONS

1. Termination of Contract

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

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

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

3. Changes

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

4. Personnel

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

5. Assignability

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

6. Reports and Information

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

10. Compliance with Local Laws

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

11. Interest of Members of a Governing Body

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

12. Interest of Other Local Public Officials

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

13. Interest of CONTRACTOR and Employees

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

14. Federal Labor Standards Provisions

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

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

SEAGO will monitor compliance with such provisions and standards on behalf of the DISTRICT. The successful bidder will be required at a minimum, to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to SEAGO is listed below. Should you have any questions concerning Federal Labor Standards or the forms to be submitted, please feel free to contact William Osborne, SEAGO Community Development Program Manager, at wosborne@seago.org.

LS-2 <u>CONTRACTOR's Certification Concerning Labor Standards and Prevailing Wage Requirements</u> A separate form is to be completed by the CONTRACTOR and <u>submitted as a part of the bid package.</u>

LS-3 Sub-Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

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

LS-4 Weekly Payroll Report

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

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

- a. Business Owners: This person must be listed in Section 5C of the LS2 or LS3 as an owner, partner or principal, owning at least a bona fide twenty percent (20%) equity interest in the business and must also be able to document the business via a tax ID number. This person must also be actively engaged in the business's management and must not meet the Davis-Bacon definition of a "laborer or mechanic". Relatives of the owner who are not listed in Section 5C must be paid Davis-Bacon and Related Acts wages. A Sub-Contractor who cannot document that the business is bona fide must be listed as an employee on the prime CONTRACTOR's Weekly Payroll Report.
- b. Apprentices: The CONTRACTOR/Sub-Contractor must provide written evidence of the registration of the program with the DOL Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OA) or a state apprenticeship agency recognized by the ETA/OA. For additional information concerning apprentices, please call SEAGO.
- c. Youth Employment: These individuals must be employed in a bona fide summer youth employment or opportunity program.
- d. Other: On-site but non-construction (non-hands on) superintendents, inspectors, engineers, watch persons, water carriers, messengers, clerical workers and working foremen who devote less than

twenty percent (20%) of their time to construction work are exempt. If a foreman devotes more than twenty percent (20%) of his/her time to mechanic or laborer duties, they must be paid the applicable wage rate(s) for all hours worked.

LS-5 Statement of Compliance

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

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

LS-7 Notice to All Employees (WH-1321)

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

LS-15 Authorization for Deductions

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

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

SLS-17 Verification of Fringe Benefit Plan

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

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

OR

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

Pre-construction Conference

The purpose of the pre-construction conference is to provide a forum for SEAGO, the DISTRICT, CONTRACTOR and Sub-Contractors to discuss the technical nature of the construction project and all of the compliance requirements of the Contract, as well as to view site conditions so that contractors are familiar with site access, staging & laydown locations, tie-ins, and other site-specific considerations.

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

Notice Provisions

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

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

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

Approved as to Form:

DISTRICT:

Steve Wene, Attorney for DISTRICT Russell Chambers, Manager for DISTRICT

CONTRACTOR: ______, President

LABOR AND MATERIALS BOND

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

KNOW ALL MEN BY THESE PRESENTS:

in full force and effect.

That,	(hereinafter called the Principal),
and,	a corporation organized and existing
under the laws of the State of	, and duly licensed and
possessing a certificate of authority to ti	ansact surety business in the State of
Arizona, with its principal office in the	, (hereinafter
called the Surety) as Surety are held firm	ly bound unto the
of (hereinafter called the Oblig	gee) in the amount of
dollars (\$) for the payment whereof,
the said Principal and Surety bind them	selves, and their heirs, administrators,
administrators, executors, successors, an	d assigns, jointly and severally firmly by
these presents.	
WHEREAS, the Principal has entered i	nto a certain written contract with the
Obligee dated the day of	, 2025, to construct the
Billy & Bonnie LLC, dba Sweet Spri	ngs Community Mobile Home Park
(WIFA Project no. DW 020-2025), whi	ch contract is hereby referred to and
made a part hereof as fully and to the san	ne extent as if copied at length herein.
NOW, THEREFORE, THE CONDITION (OF THE OBLIGATION IS SUCH, that if
the Principal promptly pays all moneys	due to all persons supplying labor or
materials to the Principal or the Principa	I's subcontractors in the prosecution of
the work provided for in the contract, this	obligation is void, otherwise it remains

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

The prevailing party in a suit on this be reasonable attorney fees that may be fix		•	f the judgment
Witness our hands this day of		_, 2025.	
		PRINCIPAL	SEAL
AGENCY OF RECORD	BY		
	D1		
ACENOV ADDDEGO		OUDETV	
AGENCY ADDRESS	BY	SURETY	
	וט		

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS:

That,	(he	reinafter called the Principal), as Principal,
and		, a corporation organized and existing
under the laws of the	State of Ariz	ona and duly licensed and possessing a
certificate of authority t	o transact sure	ty business in the State of
with its principal office	in	_ (hereinafter called the Surety) as Surety,
are held firmly bound ι	into the	of (hereinafter called the
Obligee) in the amount	of	<u> </u>
<u>(\$</u>) f	or the payment	whereof, the said Principal and Surety bind
themselves, and their	heirs, administr	rators, executors, successors, and assigns,
jointly, and severally, fi	rmly by these p	presents.
WHEREAS, the Prince	ipal has entere	ed into a certain written contract with the
Obligee dated the	day of	, 2025, to construct the Billy
		s Community Mobile Home Park (WIFA
Project no. DW 020-2	025), which cor	ntract is hereby referred to and made a part
hereof as fully and to the	he same extent	as if copied at length herein.

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

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

The prevailing party in a suit on reasonable attorney fees that may				
Witness our hands this	day of		, 2025.	
	•		PRINCIPAL	SEAL
AGENCY OF RECORD	-			
		BY		_
	_			
AOENOV ADDDEGO	-		OLIDE	T) /
AGENCY ADDRESS			SURE	ΙΥ
		BY		



NOTICE OF AWARD - CONSTRUCTION

Date: Address:

RE: NOTICE OF AWARD FOR CONSTRUCTION SERVICES, Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park (WIFA Project no. DW 020-2025).

Springs Community Mobile Home I ark (WIFA I Toject no. DW 020-2023).
Dear ,
You are hereby notified that the Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park has awarded you the construction contract for the above cited WIFA project in the base bid amount of \$, and Bid Alternates #'s for a total amount of \$
You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:
 Deliver to Owner [number of copies sent] counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park.
3. Other conditions precedent (if any): [Describe other conditions that require Successful Bidder'scompliance]
Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents.
A Pre-Construction Conference is set for,at SEAGO, 1403 W Highway 92, Bisbee, AZ.
Congratulations, and we look forward to the successful completion of this project. If you require any other information, please contact Russell and Beth Chambers a sweetspringsmhp@gmail.com or 541-231-9981.
Sincerely,
Russell and Beth Chambers Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park

Enclosures: Contracts (2) C: ENGINEER

C: SEAGO
C: WIFA



NOTICE OF NON-AWARD – CONSTRUCTION SERVICES

Date:
Dear :

RE: NOTICE OF NON-AWARD FOR CONSTRUCTION SERVICES, Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park (WIFA Project no. DW 020-2025).

You are hereby notified that your bid for the above-mentioned WIFA project was considered. On behalf of the Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park, I regret to inform you that you have <u>not</u> been awarded the contract. However, we very much appreciate your participation. You have the right to protest the decision made by the District. If your firm wishes to protest either informally or formally, the deadline is within seventy-two (72) hours of bid award notification. All comments should be addressed to: William Osborne, SEAGO Community Development Program Manager, 1403 W. Highway 92, Bisbee, AZ 85603, or at wosborne@seago.org. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or authorized representative, a detailed statement of legal and factual grounds of the protest including copies of relevant data, and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, WIFA, or others, the District will respond to the protest.

The Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park again thanks you for the submittal of your bid. Your Bid Bond is enclosed.

Sincerely,

Russell and Beth Chambers Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park

Enclosure

C: SEAGO C: WIFA



NOTICE TO PROCEED - CONSTRUCTION

DATE

C: SEAGO, WIFA

E: NOTICE TO PROCEED FOR CONSTRUCTION SERVICES, Billy & Bonnie LC, dba Sweet Springs Community Mobile Home Park (WIFA Project no. DW 20-2025)
ear,
ou are hereby notified to commence work on the above referenced project on or before , 2025 and shall substantially complete all of the work in accordance with the Contract rithin one hundred and eighty days (180) consecutive calendar days. The Contract provides or an assessment of the sum of \$500 as liquidated damages for each consecutive calendar days fter the above established contract completion date that the work remains incomplete. Please complete the acceptance portion of this notice and return it as soon as possible. We look orward to completing a successful project with you. The above referenced project on or before the work in accordance with the Contract provides or an assessment of the sum of \$500 as liquidated damages for each consecutive calendar days. The Contract provides or an assessment of the sum of \$500 as liquidated damages for each consecutive calendar days.
y:
ACCEPTANCE OF NOTICE
eceipt of the forgoing Notice to Proceed is hereby acknowledged this day of 2025.
y:
y: Typed Name/Title
Signature

Water Infrastructure Finance Authority of Arizona Clean Water Revolving Fund Drinking Water Revolving Fund

CONTRACT PACKET for Non-Governmental Borrowers

This packet lists required contract conditions that apply to all Clean Water and Drinking Water Revolving Fund projects and contains forms that must be used in the procurement process. Please review this packet prior to bidding.

PLEASE NOTE

- This packet, in its entirety, must be physically included in all bidding, solicitation and contract documents.
- Use of American Iron and Steel (AIS) applies to this project.
 - o AIS includes the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- Federal Davis-Bacon prevailing wages apply to this project.
 - o Payment of the wages, fringe benefits and overtime rates is required.
 - The proposed DB wage determinations must be submitted to WIFA for approval prior to including the wage determination in any solicitation or contract, etc.
 - The construction category of Heavy (excluding dam construction) should typically be applied to all projects funded by WIFA. If you believe that a different category of wages, such as Building, should be applied to your project or portions of your project, please contact WIFA in advance.
 - The appropriate Federal (Davis-Bacon) Prevailing Wage Decision must be physically incorporated into the bidding and contract documents.
 - Weekly certified payroll submittal is required under the Federal Davis-Bacon laws.
- Compliance with the Civil Rights Act and Equal Employment Opportunity is required.
- Promotion of Small, Minority and Women-owned Businesses and participation in EPA's Disadvantaged Business Enterprise (DBE) Program is required.

Water Infrastructure Finance Authority of Arizona Clean Water Revolving Fund Drinking Water Revolving Fund

Required Contract Conditions

This project is being financed in whole or in part by the Water Infrastructure Finance Authority of Arizona through the Clean Water or Drinking Water Revolving Fund. The loan recipient is required to comply with the following federal and state laws, rules and regulations and must ensure that their contractor(s) also comply(ies) with these regulations, laws and rules.

- 1. (i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.
- 2. Equal Employment Opportunity (Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations). Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of Executive Order 11246 as amended by Executive Orders 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.
- 3. (i) Promoting the use of Small, Minority, and Women-owned Businesses (Executive Orders 11625, 12138 and 12432), (ii) Small Businesses Reauthorization & Amendment Act of 1988 (Section 129 of Pub. L. 100-590), (iii) Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 (Pub. L. 102-389, 42 U.S.C. Sec. 437d), and (iv) Title X of the Clean Air Acts Amendments of 1990 (Pub. L. 101-549, 42 U.S.C. Sec. 7601 note) ("EPA's 10% statute"). Encourages recipients to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.
- 4. Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements (40 C.F.R. Part 33).
- 5. Debarment and Suspension (Executive Order 12549). Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000 via this Internet address: https://beta.SAM.gov.

Water Infrastructure Finance Authority of Arizona Clean Water Revolving Fund Drinking Water Revolving Fund

Use of American Iron and Steel

Public Law 113-76, enacted January 17, 2014

SEC. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

- (2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that—
 - (1) applying subsection (a) would be inconsistent with the public interest;
 - (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
- (c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.
- (d) This section shall be applied in a manner consistent with United States obligations under international agreements.
- (e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds (CWSRF and DWSRF) for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.
- (f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

Highlights from EPA Guidance on Use of American Iron and Steel

Complete document available at http://water.epa.gov/grants funding/aisrequirement.cfm

What is considered American Iron and Steel?

What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

What is NOT considered American Iron and Steel?

What is NOT considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are NOT considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

Water Infrastructure Finance Authority of Arizona Clean Water Revolving Fund Drinking Water Revolving Fund

Use of American Iron and Steel - De Minimis Waiver

Every water infrastructure project involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the county of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental.

Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc.

Example of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

EPA has established a public interest waiver for de minimis incidental components. This action permits the use of products when they occur in de minimis incidental components of such projects.

- Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5% of the total cost of the materials used in and incorporated into a project.
- The cost of an individual item may not exceed 1% of the total cost of the materials used in and incorporated into a project.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

Water Infrastructure Finance Authority of Arizona Clean Water Revolving Fund Drinking Water Revolving Fund

Davis-Bacon Contract Conditions (Federal Prevailing Wages)

PLEASE NOTE: Federal Davis-Bacon prevailing wages apply to this project. Payment of the wages, fringe benefits and overtime rates is required.

The "subrecipient" referred to throughout the Davis-Bacon contract conditions is the WIFA Borrower.

"WIFA" is the Water Infrastructure Finance Authority of Arizona, State Capitalization Grant recipient, recipient, or the Authority.

Wage Rate Requirements (Also referred to as Attachment 6)

Preamble

With respect to the Clean Water and Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(3)(ii)(A) below and for compliance as described in Section 5.

Requirements for Subrecipients That Are Not Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities with respect to subrecipients that are not governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient will contact EPA. The subrecipient may also obtain additional guidance from DOL's web site at https://www.dol.gov/whd/govcontracts/dbra.htm.

<u>Under these terms and conditions, the subrecipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.</u>

1. Applicability of the Davis-Bacon prevailing wage requirements.

Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a Clean Water Revolving Fund and to any construction project carried out in whole or in part by assistance made available by a Drinking Water Revolving Fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the State recipient before authorizing work on that site.

2. Obtaining Wage Determinations.

- (a) Subrecipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the subrecipient obtains its proposed wage determination, it must submit the wage determination to the recipient for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors.
- (b) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime

contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The subrecipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination 10 days or less prior to the closing date, the subrecipient may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (c) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument. Typically the appropriate wage determination would be the one in effect on the date the task order, work assignment or similar instrument is awarded.
- (d) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract Provisions.

The recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the Clean Water State Revolving Fund (CWSRF) or a construction project under the Drinking Water State Revolving Fund

(DWSRF) financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) 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.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

- (ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, 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. The State award official shall approve a request for 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 the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, 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.
- (2) Withholding. The subrecipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the

work, all or part of the wages required by the contract, the recipient 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.

(3) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5 (a)(3)(ii) of Regulations the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) of Regulations 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 Regulations, 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 the State, EPA 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, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

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

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

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of 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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, 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 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 subrecipient(s), the State, EPA, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
- (i) 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).
- (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).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

- (a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3 above or 29 CFR 4.6. 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 to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section 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 paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The subrecipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section 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 paragraphs (b)(1) through (4) of this section.
- (c) In addition to the clauses contained in Item 3 above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Authority and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use WIFA's interview form, Department of Labor's Standard Form 1445, or equivalent documentation to memorialize the interviews. WIFA's interview form and instructions are included with this packet.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c). The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d). The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed below and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd.

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

Water Infrastructure Finance Authority of Arizona Clean Water Revolving Fund Drinking Water Revolving Fund

Equal Employment

Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWRF and DWRF project related contracts and subcontracts over \$10,000:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in

Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Water Infrastructure Finance Authority of Arizona Clean Water Revolving Fund Drinking Water Revolving Fund

Disadvantaged Business Enterprises (DBE)

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Certified Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

- 1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- 2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- 3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- 4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- 5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
- 6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

Required Contract Conditions

These conditions must be included in all procurement contracts entered into by the Borrower for all DWRF and CWRF projects:

- 1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
- 2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantaged Business Enterprise subcontractor for convenience by the prime contractor.
- 3. If a Disadvantaged Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
- 4. The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

5. The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form** to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below:

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

- 6. The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 DBE Program Subcontractor Performance Form**. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Borrower.
- 7. The prime contractor must complete and submit EPA Form 6100-4 DBE Program Subcontractor Utilization Form** as part of the prime contractor's bid or proposal package to the Borrower.
- 8. A Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

* A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

^{**} DBE forms can be downloaded from http://www.epa.gov/osbp/dbe_contract_admin.htm

ATTACHMENTS

DBE Forms

http://www.epa.gov/osbp/dbe_contract_admin.htm

6100-2 - DBE Program Subcontractor Participation Form

6100-3 - DBE Program Subcontractor Performance Form

6100-4 - DBE Program Subcontractor Utilization Form

Davis-Bacon Forms

WH-1321 - Davis-Bacon poster

WH-347 - Payroll and certification form

SF1444 - Wage Determination Request form

Employee Interview form

American Iron and Steel

Sample Step Certification Letter (Processed/Manufactured)

Sample Step Certification Letter (Shipped/Provided)

SECTION B

WIFA LABOR STANDARDS COMPLIANCE FORMS

Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park WIFA Project no. DW 020-2025



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

Recipient: Sweet Springs Community Mobile Home Park. LLC	Contract No: DW 020-2025
Activity Name: Water System Improvements	

1. I, the undersigned, am submitting a bid to (name of recipient): Sweet Springs Community Mobile Home Park. LLC

for the construction of the (name of project): Water System Improvements and hereby acknowledge that the following items are included in the bid and will be incorporated by reference into the contract, should I be selected as the contractor for the project.

- a. Labor Standards Provisions (HUD 4010);
- b. Wage Decision # <u>AZ20250055 Heavy</u> Modification # <u>2</u>; <u>6/20/2025</u> Bid Open Date: <u>9/17/2025</u>; and that
- c. The correction of any infractions of the aforesaid conditions, including infractions by any of my subcontractors 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	Contractor Information								
	Type							Construction Firm	
	of			Women			Section	Legal Name	
Amount of	Trade	Racial	Hispanic	Owned	IRS Tax	SAM.gov	3	Address, City, State,	
Contract	Code*	Code*	(Y/N)	(Y/N)	ID#	UEI#	(Y/N)	Zip	AZ License #
\$									

* See Demographic and Trade Code table below for information	^t See Den	nographic	and Trad	e Code	table	below	for in	formatio
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Demographic and Trade Codes						
Race	Type of Trade	Code				
11 White	1 New Constr	uction				
12 African American	2 Education/T	raining				
13 Asian	3 Other (i.e. reh public services)	abilitation, administration, professional,				
14 American Indian or Alaskan Native						
15 Native Hawaiian or other Pacific Islan	der					
16 American Indian or Alaskan Native ar	nd White					
17 Asian and White	ian and White					
18 African American and White						
19 American Indian or Alaskan Native a	nd White					
20 Other Multi-racial						
a sole proprietorship; a partnership; a corporation organized in the State another organization (describe) c. The name, title and address of the owned legal names/doing business as (dba)):		he undersigned are (list any other				
NAME TI	TLE	ADDRESS				
d. The names and addresses of all other point the undersigned and the nature of the NAME		•				
e. The names, addresses and trade classifi the undersigned has a substantial interest. NAME All						
						

5.	I h	ereby 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."



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

Recipient: Sweet Springs Community Mobile Home Park. LLC	Contract No: DW 020-2025
Activity Name: Water System Improvements	

1.	I, the undersigned, havin	g submitted a bid or having	g executed a contract with:
	-,,	0	7

(name of contractor or sub-contractor):						
for (name of project):	Water System Improvements					
for (nature of work): _						
in the amount of \$	cortify that					

- a. The Labor Standards Provisions (HUD 4010) are NOT included in the aforementioned contract or bid;
- b. Wage Decision # <u>AZ20250055 Heavy</u>; Modification # <u>2</u>; <u>6/20/2025</u> 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									
	Type of			Women			Section	Construction Firm Legal Name	
Amount of	Trade	Racial	Hispanic	Owned	IRS Tax	SAM.gov	3	Address, City, State,	
Contract	Code*	Code*	(Y/N)	(Y/N)	ID#	UEI#	(Y/N)	Zip	AZ License #
\$									

^{*} See Demographic and Trade Code table below for information

Dem	ographic and Trade Codes		
Race			Type of Trade Code
11 V	Vhite		1 New Construction
12 A	African American		2 Education/Training
13 A	Asian		3 Other (i.e. rehabilitation, administration, professional, public services)
14 A	American Indian or Alaskan Nati	ve	
15 N	Native Hawaiian or other Pacific	Islander	
16 A	American Indian or Alaskan Nati	ve and White	
17 A	Asian and White		
18 A	African American and White		
19 A	American Indian or Alaskan Nati	ive and White	
20 C	Other Multi-racial		
C.	a corporation organized in the another organization (describe) The name, title and address of the	2)	or s or officers of the undersigned are (list any other
	legal names/doing business as (db.	-	o or orneers or the chimeronghicul ure (morethly ouner
			ADDRECC
	NAME	<u>TITLE</u>	<u>ADDRESS</u>
d.		-	n natural and corporate, having a substantial interes
	in the undersigned and the nature	of the interest, a	re: (indicate if NONE)
	NAME	<u>ADDRESS</u>	NATURE OF INTEREST
e.	The names, addresses and trade cl the undersigned has a substantial		ll other building construction contractors in which licate if NONE)
	NAME	<u>ADDRESS</u>	TRADE CLASSIFICATION
			

5.	I h	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:							
W	ARN	NING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoevermakes, passes,							
utt	ers	or publishes any statement, knowing the same to be falseshall be fined under this title or imprisoned							

not more than two (2) years, or both."

U.S. Department of Labor

Wage and Hour Division

PAYROLL



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

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. Rev. Dec. 2008 NAME OF CONTRACTOR OR SUBCONTRACTOR **ADDRESS** OMB No.:1235-0008 Expires: 04/30/2021 PROJECT OR CONTRACT NO. PROJECT AND LOCATION PAYROLL NO. FOR WEEK ENDING (1) (3) (4) DAY AND DATE (9) (2) (5) (6) (7) NO. OF WITHHOLDING EXEMPTIONS DEDUCTIONS NET NAME AND INDIVIDUAL IDENTIFYING NUMBER **GROSS** WITH-WAGES (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY WORK TOTAL RATE AMOUNT HOLDING TOTAL PAID NUMBER) OF WORKER CLASSIFICATION HOURS WORKED EACH DAY HOURS OF PAY EARNED **FICA** TAX OTHER DEDUCTIONS FOR WEEK

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)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is 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

Date				
l,				
(Name of Signature	gnatory Party)		(Title)	
do hereby state:				
(1) That I pay or supe	rvise the payment of the persor	ns employe	d by	
	(Contractor or Subcontra	etor)		on the
	•	,		
(Building o	· Work)	that during	the payroll period comm	ending on the
,	,, and ending	the	day of	
all persons employed on sa	id project have been paid the fu directly or indirectly to or on be	ull weekly v	wages earned, that no re	
				from the full
	(Contractor or Subcontr	actor)		
53 Stat. 108, 72 Stat. 967;	76 Stat. 357; 40 U.S.C. § 3145), and desc	ribed below:	
correct and complete; that applicable wage rates conta	otherwise under this contract re the wage rates for laborers or r ained in any wage determination borer or mechanic conform with	nechanics n incorpora	contained therein are not ted into the contract; that	less than the
program registered with a S Training, United States Dep	es employed in the above perior State apprenticeship agency reconstruction of Labor, or if no such	ognized by recognized	the Bureau of Apprenticed agency exists in a State	eship and

(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 STA SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. 31 OF THE UNITED STATES CODE.	I ATEMENTS MAY SUBJECT THE CONTRACTOR OR SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE



Instructions For Completing Payroll Form, WH-347

WH-347 (PDF)
 OMB Control No. 1235-0008, Expires 04/30/2021.

General: Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

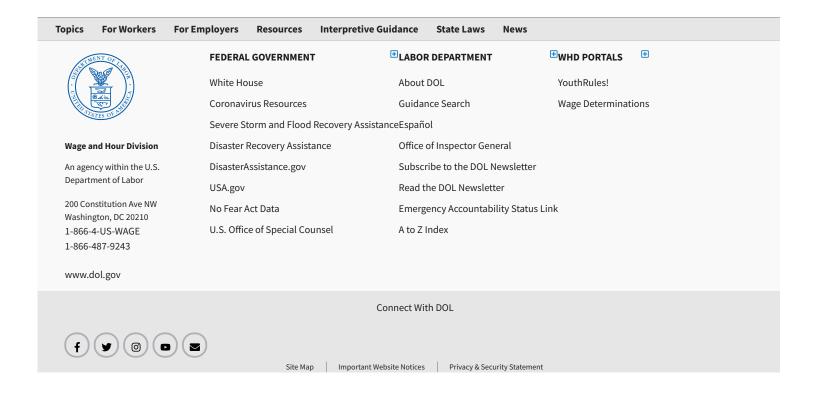
Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

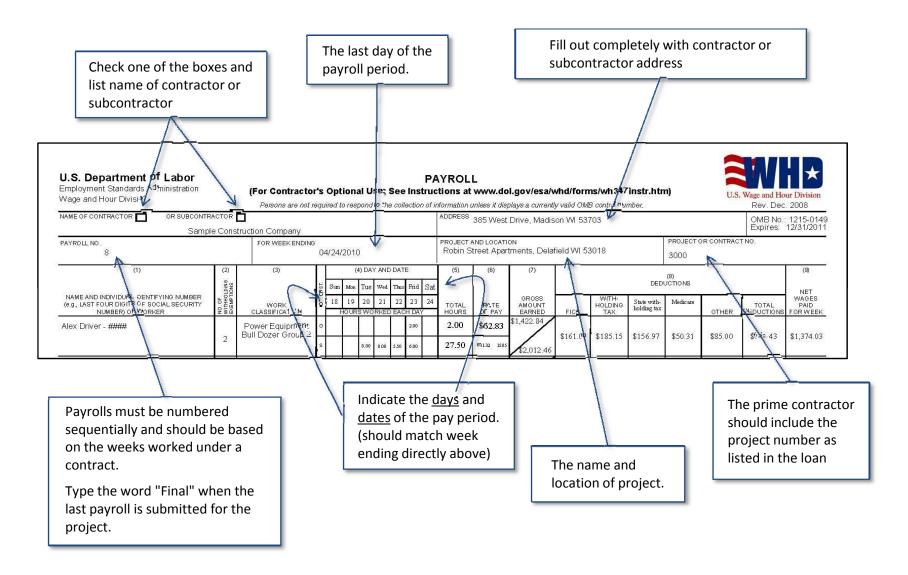
Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, 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.

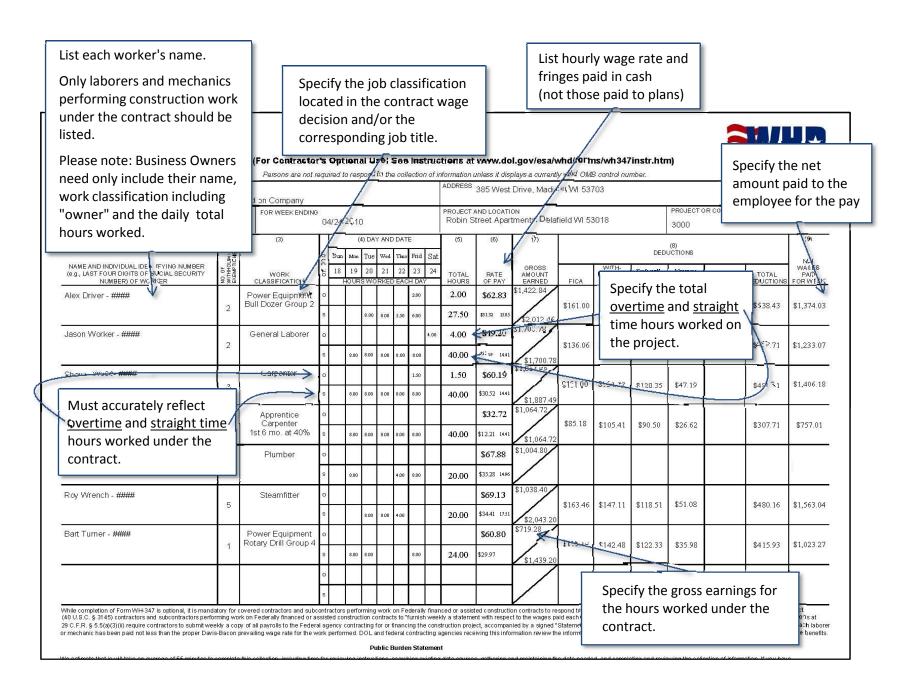
Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.



How to Correctly Fill Out a WH-347 Payroll Form

The completion of the WH-347 Payroll Form is optional; contractors may utilize their own payroll system as long as it conforms to the WH-347 Payroll Form and contains all the necessary information. If you utilize WH-347 Payroll Form as a pdf, saving it electronically aids in making any needed corrections.





If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter the gross amount earned on this contract in the top half of column 7. Enter the gross amount earned during the week for all projects in the bottom half.

Alex Driver worked 29.5 hours on this contract and 12.5 hours on another contract.

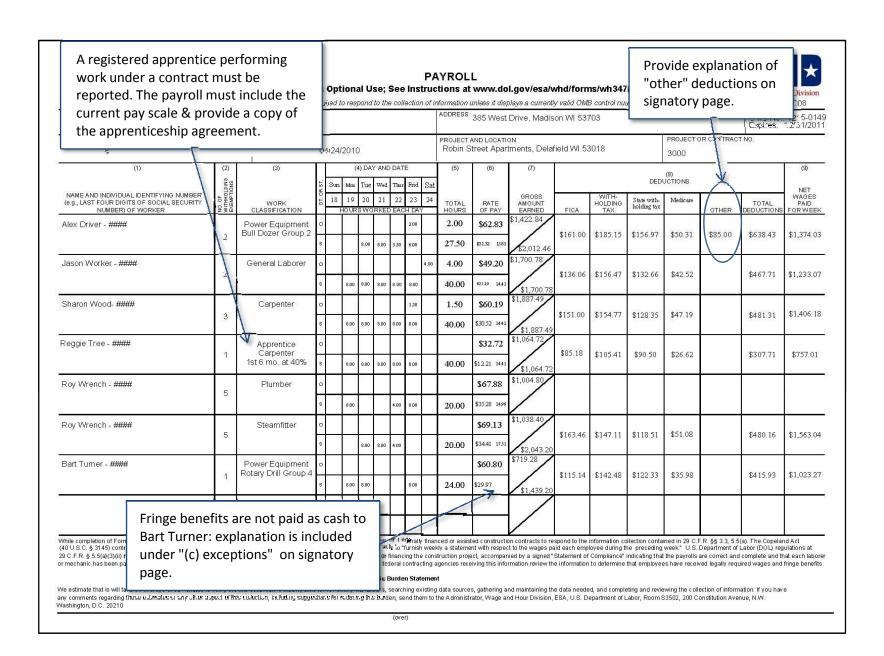
The gross wages earned on this project, \$1,422.84, is entered in the top half of column 7.

The gross wages earned on all projects, \$2,012.46, is entered in the

(1)	(2)	(3)	П		(4) DA	AN Y	ND DA	TE		. ,							_		(9)
	DING ONS		R ST.	Sun Mon	Tue	We	d The	r Fy -1	Sat						DEDA	UCTIONS		10	NET
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION	0 T.O		20 RS W C			2:) CH DA		TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX	State with- holding tax	Medicare	OTHER	TOTAL DEDUCTIONS	WAGES PAID FOR WEEK
Alex Driver - ####		Power Equipment Bull Dozer Group 2	0				Z	2.00		2.00	\$62.83	\$1,422.84	8161.00	\$185.15	\$156.97	\$50.31	\$85.00	\$638.43	\$1,374.03
	2		s		8.00	2	5.50	6.00		27.50	\$31.32 158Î	\$2,012.46	<u> </u>	ψ103.13	\$150.57	\$50.51	\$65.00	\$030.43	\$1,574.05
Jason Worker - ####	2	General Laborer	0		L	4_			4.00	4 00	\$49.20	\$1,700.78	\$136.06	\$156.47	\$132.66	\$42.52		\$467.71	\$1,233.07
Si			s	8.00	8,00	8.00	0 8.00	8.00		40.00	\$23.19 14.41	\$1,700.78	0.30.00	\$150.17	Ψ132.00	Ψ12.32		9000.01	01,233.07
Sharon Wood- #####	3	Carpenter	0					1.50		1.50	\$60.19	\$1,887.49	\$151.00	\$154.77	\$128.35	\$47.19		\$481.31	\$1,406.18
x	٥		s	8.00	8.00	8.00	0 8.00	8.00		40.00	\$30.52 14.41	\$1,887.49	\$131.00	9131.11	\$120.55			\$101.51	
Reggie Tree - #####	1	Apprentice Carpenter	0		ļ				Ш		\$32.72	\$1,064.72	\$85.18	\$105.41	\$90.50	\$26.62		\$307.71	\$757.01
		1st 6 mo. at 40%	s	8.00	8.00	8.00	0 8.00	8.00		40.00	\$12.21 1441	\$1,064.72	1,064.72		0.52000.05000				10.000 (10.000
Roy Wrench - ####	5	Plumber	0						Ш		\$67.88	\$1,004.80							
	L,	<u>/</u>	s	8.00			4.00	8.00		20.00	\$35.28 1496								8
Roy Wrench - ####	/	Steamfitter	0			L					\$69.13	\$1,038.40	\$163.46	\$147.11	\$118.51	\$51.08		\$480.16	\$1,563.04
	1_/		s	200	8.00	8.00	0 4,00	0.		20.00	\$34.41 1751	\$2,043.20	100000000000000000000000000000000000000	ARCHINGA,	13.55.55.5				7
Bart Turner - ####	Y_{1}	Power Equipment Rotary Drill Group 4	0								\$60.80	\$719.28	\$11-4	\$142.48	\$122.33	\$35.98		\$45.53	\$1,023.27
			s	8.00	8.00			8.00	Ц	24.00	\$29.97	\$1,439.20	7		3.00.00		_/		
			o																
If an employee performs i			s								e.					_	1		
classifications under the	cont	ract, use												_		7			

If an employee performs multiple work classifications under the contract, use two or more lines to distinguish the different job classifications, hours worked, and hourly wage earned for each.

Combine the two classifications when recording the gross amount earned for this pay period, deductions, and net wages.



Tiffany Payer	Payroll Supervisor		(b) WHERE FRINGE BENEFITS ARE PAID IN CASH									
(Name of Signatory Party) (Title)				 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 								
(1) That I pay or supervise the payment of the perso	ons employed by		(0)	EXCEPTIONS	the contract, except as no	ted in section	4(c) below.					
Sample Construction		on the	(6)									
(Contractor or Subcontr Robin Street Apartments, Delafield WI	actor); that during the payroll period comme	naing an tha		EXCEPTIO	N (CRAFT)		EXPLANATION					
(Building or Work)	ng the 24 day of 4	2010	Power 8	Equipment Rotar	y Drill Group 4		to plan: health & dental at \$12.5 I Pension at \$6.25 per hour					
persons employed on said project have been paid the n or will be made either directly or indirectly to or on b	ne full weekly wages earned, that no r											
Sample Construction C					1							
(Contractor or Subcon		from the full										
kly wages earned by any person and that no deduc the full wages earned by any person, other than per 9 C.F.R. Subtitle A), issued by the Secretary of Last Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 314	missible deductions as defined in Regular under the Copeland Act, as amended	ulations, Part			Explanation exception t	_						
x Driver - #### - other deductions - \$85 for child so	upport				fringe bene							
N					, mige bene	-						
						_						
Explanation of "oth	ner"											
·			REMARK	S								
(2) That any payrolls otherwise under this contract rect and complete; that the wage rates for laborers or licable wage rates contained in any wage detern sifications set forth therein for each laborer or mecha (3) That any apprentices employed in the aborenticeship program registered with a State approrenticeship and iraning, United States Department cet, are registered with the Bureau of Apprenticeship and	mechanics contained therein are not inination incorporated into the contraint into conform with the work he performe we period are duly registered in enticeship agency recognized by the of Labor, or if no such recognized agen	ess than the act; that the d. a bona fide e Bureau of cy exists in a										
(4) That:			NAME AN	D.T.C.		SIGNATURE						
(a) WHERE FRINGE BENEFITS ARE PAID TO	O APPROVED PLANS, FUNDS, OR PR	ROGRAMS	10 100000	Sample, Owner		SIGNATURE						
	yments of fringe benefits as listed in appropriate programs for the ben	the contract	THE WIL SUBCON 31 OF TH	LFUL FALSIFICATION TRACTOR TO CIVIL (E UNITED STATES C	ON OF ANY OF THE ABO OR CRIMINAL PROSECUTION. ODE.	E STATEMENTS SEE SECTION 10	MAY SUBJECT THE CONTRACTOR 01 OF TITLE 18 AND SECTION 231 OF					

WIFA PROJECT WAGE RATE WORKSHEET

The construction category of Heavy (excluding dam construction) should typically be applied to all projects funded by WIFA. If you believe that a different category of wages, such as Building, should be applied to your project or portions of your project, please contact WIFA in advance.

PROJECT NAME:	W	WAGE DECISION NUMBER AND DATE:								
WIFA PROJECT NUMBER:	PR	PROJECT COUNTY:								
Work Classification	BASIC H				OTAL HOURLY WAGE RATE					
ADDITIONAL CLASSIFICATIO	NS NEEDED (DOL FO								
Work Classification	BASIC HOURLY RATE	FRING BENEF	E H	TOTAL OURLY WAGE RATE	DATE OF WIFA SUBMISSION TO DOL	DATE OF DOL APPROVAL				



FORM LS-14 FRINGE BENEFIT DOCUMENTATION FORM

Rec	Recipient: Sweet Springs Community Mobile Home Park. LLC Contract No: DW 020-2025				
Act	Activity Name: Water System Improvements				
1.	Telephone/Email Contact				
	a)	If email, attach email to this document and skip items b-f as long	g as	info shows on email	
	b)	Name of the person making the telephone call(s):			
	c)	Date of telephone call(s):			
	d)	Name of entity called (union or company):			
	e)	Title and name of person contacted:			
	f)	Phone number of entity called:			
	g)	Name of fund:			
	h)	Is contractor current with payments: Yes No Date o	f La	ast Payment:	
	i)	Amount of payment: \$			
		Monthly Other (specify)			
	(Pl	ease provide documentation of any calculations made)			
	j)	If a union was contacted, is contractor a signatory to the Trust F	unc	d Account?	
		Yes No Name and location of Trust Fund:			
		Comments:			
2.	Re	mittance Statement			
	a)	Remittance Statement is attached: Yes No			
		Comments:			
	b)	The Statement compares to the LS-4/5: Yes No			
		Comments:			
3.	Ce	rtification. By my signature, I certify that: all of the information	on o	on this form is correct to the best of my	
	kn	owledge; I am signing this statement of my own free will and sification of information may result in legal action being take	un	der no coercion; and I understand that	
	Sig	nature			
		<u> </u>	_		
	Ту	ped or Printed Name Date			



FORM LS-15 AUTHORIZATION FOR DEDUCTIONS

Recipient: Sweet Springs Community Mobile Home Park.	Contract No: DW 020-2025
Activity Name: Water System Improvements	

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

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

1. a EMPLOYEE NAME	(may cover	b. DATE(s)(may cover all work performed for contract)		d. PURPOSE
Printed Name				
Signature				
 Printed Name				
	 			
Signature				
Printed Name				
Signature				
Printed Name				
Signature				
	(Page	of)		

2.	Name of Contractor/Sub:			
	Signature of Authorized Representative	Date		
	 Typed Name:	 Phone Number		

	Recipient: <u>Sweet Springs Community MHP</u> Contract No.: <u>DW 020-2025</u>
	Activity No.: Activity Name: Water System Improvements
	LS-17: CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS
Pro	ject Name: Sweet Springs Community MHP Water System Improvements
Na	me of Contractor/Sub-Contractor:
Pro	ovide the name, address and telephone number of each plan for fringe benefits provided.
Lis	t for each classification if different.
1.	Employee Classification:
	Health and Welfare:
	Pension:
	Vacation:
	Apprenticeship/Training:
	Other:
2.	Employee Classification:
	Health and Welfare:
	Pension:
	Vacation:
	Apprenticeship/Training:
	Other:

3. Employee Classification:	
Health and Welfare:	
Pension:	
Vacation:	
Apprenticeship/Training:	
Other:	
Signature (must be owner/principal/officer as	shown on LS-2/3) Date
Typed Name	Title
	LS-17 (02/199

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

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

PREVAILING WAGES

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

OVERTIME

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

ENFORCEMENT

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

APPRENTICES

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

PROPER PAY

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

Water Infrastructure Finance Authority of Arizona

100 N. 7th Ave. Suite 130 Phoenix, AZ 85007

Tel: (602) 364-1310 Fax: (602) 364-1327

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





DERECHOS DEL EMPLEADO

BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

Water Infrastructure Finance Authority of Arizona

100 N. 7th Ave. Suite 130 Phoenix, AZ 85007

Tel: (602) 364-1310 Fax: (602) 364-1327

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.







Equal Employment Opportunity is The content of the

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

"EEO is the Law" Poster Supplement

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations revisions

The Disability section is revised as follows:

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

The following section is added:

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

The EEOC contact information is revised as follows:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts section revisions

The Individuals with Disabilities section is revised as follows:

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

The Vietnam Era, Special Disabled Veterans section is revised as follows:

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

The following section is added:

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

The OFCCP contact information is revised as follows:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

Suplemento para el cartel "La igualdad de oportunidades de empleo es la ley"

Modificaciones para empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

La sección sobre discapacidad se modifica de la siguiente manera:

DISCAPACIDAD

Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas que reúnen los requisitos contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y otros aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona que reúne los requisitos y tiene una discapacidad, y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

Se agrega la siguiente sección:

GENÉTICA

El Título II de la Ley de No Discriminación por Información Genética (*Genetic Information Nondiscrimination Act*, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La ley GINA también limita la adquisición de información genética por parte de los empleadores y restringe de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos en los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

La información de contacto de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) se modifica de la siguiente manera:

Comisión para la Igualdad de Oportunidades en el Empleo (EEOC) de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas de audición). Puede encontrar información sobre las sucursales de la EEOC en www.eeoc.gov o en la mayoría de las guías telefónicas en la sección del Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso la referida a cómo presentar una querella, en www.eeoc.gov.

Modificaciones en la sección "Empleadores que tengan contratos o subcontratos con el gobierno federal"

La sección "Personas con discapacidades" se modifica de la siguiente manera:

PERSONAS CON DISCAPACIDADES

La Sección 503 de la Ley de Rehabilitación (*Rehabilitation Act*) de 1973, con sus modificaciones, protege a las personas que reúnen los requisitos contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y otros aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona que reúne los requisitos y tiene una discapacidad, y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía. La Sección 503 también exige que los contratistas federales implementen acciones afirmativas para contratar y avanzar en el empleo de personas con discapacidades que reúnan los requisitos en todos los niveles laborales, incluido el nivel ejecutivo.

La sección sobre la ley para los veteranos discapacitados especiales de Vietnam se modifica de la siguiente manera:

VETERANOS DISCAPACITADOS, RECIENTEMENTE RETIRADOS, BAJO PROTECCIÓN Y CON MEDALLA POR PRESTAR SERVICIO EN LAS FUERZAS ARMADAS

La Ley de Asistencia para la Readaptación de Veteranos de Vietnam (Vietnam Era Veterans' Readjustment Assistance Act) de 1974, con sus modificaciones, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige que se implementen acciones afirmativas para contratar y avanzar en el empleo de los veteranos discapacitados, recientemente retirados (dentro de los tres años posteriores a la baja o al cese del servicio activo), otros veteranos que se encuentran bajo protección (los veteranos que prestaron servicio durante una guerra o en una campaña o expedición para la cual se les autorizó una insignia de campaña) y los veteranos con medalla por prestar servicio en las Fuerzas Armadas (los veteranos que, durante el servicio activo, participaron en una operación militar de los Estados Unidos por la cual se los reconoció con una medalla por servicio en las Fuerzas Armadas).

Se agrega la siguiente sección:

REPRESALIAS

Quedan prohibidas las represalias contra una persona que presenta una demanda por discriminación, participa en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (Office of Federal Contract Compliance Programs, OFCCP) o que se oponga, de algún otro modo, a la discriminación según estas leyes federales.

La información de contacto de la OFCCP se modifica de la siguiente manera:

Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), Departamento de Trabajo de los Estados Unidos, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (línea gratuita) o (202) 693-1337 (línea TTY). También se puede contactar a la OFCCP enviando un mensaje de correo electrónico a OFCCP-Public@dol.gov o bien, llamando a una de sus oficinas regionales o del distrito, las cuales aparecen en la mayoría de las guías telefónicas como Gobierno de los Estados Unidos, Departamento de Trabajo.

ARIZONA LAW PROHIBITS DISCRIMINATION IN EMPLOYMENT

ON THE BASIS OF: Race, Color, Religion, Sex, Age (40+), National Origin, Disability or Results of Genetic Testing.

X

BY: Employers, Employment Agencies or Labor Unions.





REMEDY MAY INCLUDE: Employment, Reinstatement, Back Pay, Promotion or Lost Benefits.













LA LEY DE ARIZONA PROHIBE DISCRIMINACION EN EL EMPLEO



POR RAZONES DE: Raza, Color, Religion, Sexo, Edad (40+), Origen Nacional, Incapacidad o Resultados de Pruebas Genéticas.

POR PARTE DE: Empleador, Agencias de Empleo, o Sindicatos.





CON RESPECTO A: Ocupacion, Ascenso, Transferencia, Terminacion, Salarios o Beneficios, Despido, Aprendizaje, Programas de Entrenamiento, Recomendaciones de Trabajo o Miembrecia en Sindicatos.





LOS REMEDIOS PUEDEN INCLUIR: Empleo, Re-Empleo, Sueldo Atrasado, Ascenso o Beneficios Perdidos.

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
Civil Rights Division





PHOENIX OFFICE:

1275 West Washington Street Phoenix, Arizona 85007 (602) 542-5263 1-877-491-5742 Toll Free 1-877-624-8090 TTY Toll Free

TUCSON OFFICE:

400 West Congress Street South Building S-215 Tucson, Arizona 85701 (520) 628-6500 1-877-491-5740 Toll Free 1-877-881-7552 TTY Toll Free

*COMPLAINT FORM AVAILABLE ONLINE AT WWW.AZAG.GOV

THIS NOTICE MUST BE POSTED IN A CONSPICUOUS WELL LIGHTED PLACE FREQUENTED BY EMPLOYEES, JOB SEEKERS, APPLICANTS FOR UNION MEMBERSHIP OR PATRONS.

CERTIFICATIONS SIGNATURE

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

(Typed Name of Official)	(Signature of Official)		
(Typed Name of Firm)	(Date)		

SECTION C

Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park

WIFA Project no. DW 020-2025

WAGE RATE DETERMINATION

AZ20250055 HEAVY Mod 2, 6/20/2025

8/22/2025

"General Decision Number: AZ20250055 06/20/2025

Superseded General Decision Number: AZ20240055

State: Arizona

Construction Type: Heavy

County: Cochise County in Arizona.

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- ♦ The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on ♦ Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

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

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

Modification Number Publication Date 01/03/2025 06/06/2025 1 2 06/20/2025

^{*} ELEC0570-014 06/01/2025

	Rates	Fringes
Electrician		
ELEC0769-001 08/04/2024		
	Rates	Fringes
Electrician: Lineperson	\$ 59.69	20.83
ELEC0769-003 08/04/2024		
	Rates	Fringes
Electrician: Groundperson	\$ 34.62	15.82
ELEC0769-004 08/04/2024		
	Rates	Fringes
Electrician: Line Equipment Operator		17.84
ENGI0012-035 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: Oiler	\$ 32.29	18.12
ENGI0012-037 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: Field Equipment Serviceperson	\$ 35.56	18.12
ENGI0012-042 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: Crane/Derrick		18.12
ENGI0012-043 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: Mechanic	•	18.12
ENGI0012-044 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: Bobcat/Skid Steer/Skid Loader	-	18.12
ENGI0012-045 12/01/2024		
	Rates	Fringes

0/25, 12.06 PW		SAIVI.gov
POWER EQUIPMENT OPERATOR: Backhoe/Backhoe & Loader Combo/Track Backhoe	\$ 35.56	18.12
ENGI0012-046 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: Bulldozer	\$ 35.56	18.12
ENGI0012-047 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: Compactor/Roller	\$ 35.56	18.12
ENGI0012-048 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: Drill Rig/Auger	\$ 35.56	18.12
ENGI0012-054 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: Trencher	\$ 35.56	18.12
ENGI0012-055 12/01/2024		
	Rates	Fringes
RUCK DRIVER Hydrovac	\$ 35.56	18.12
ENGI0012-059 12/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: Grade Checker	•	18.12
ENGI0012-060 12/01/2024		
	Rates	Fringes
Power Equipment Operator: Loader/Front End Loader All types rated capacity cubic yds or less All types rated capacity	\$ 32.29	18.12
over 3, less than 6 cubic		18.12
Rated capacity 6, less than 10 cubic yds		18.12
ENGI0012-061 12/01/2024		
	Rates	Fringes

POWER EQUIPMENT OPERATOR:

16/25, 12:06 PM		SAM.gov
Motor Grader/Blade	\$ 36.64	18.12
ENGI0012-076 12/01/2024		
	Rates	Fringes
Down Equipment Openators		o o
Power Equipment Operator: Excavator/Trackhoe		
1/2 cubic yard or smaller		18.12
Greater than 1/2 cubic yar	rd.\$ 36.64 	18.12
LAB01184-012 06/01/2025		
	Rates	Fringes
Laborer: General		9.26
LAB01184-013 06/01/2025		
	Rates	Fringes
Laborer: Jackhammer		9.26
LAB01184-015 06/01/2025		
	Rates	Fringes
Power Equipment Operator:	4 20 00	0.04
Forklift	•	9.26
LAB01184-016 06/01/2025		
	Rates	Fringes
Power Equipment Operator: Horizontal Directional		
Drill	· · · · · · · · · · · · · · · · · · ·	9.26
LAB01184-019 06/01/2025		
	Rates	Fringes
LABORER: Mason Tender	\$ 27.41	9.26
LAB01184-020 06/01/2025		
	Rates	Fringes
Laborer: Pipelayer		9.26
LAB01184-022 06/01/2025		
	Rates	Fringes
Laborer: Asphalt, Includes Raker, Shoveler, Spreader and	d 20 05	0.26
Distributor	· · · · · · · · · · · · · · · · · · ·	9.26
LAB01184-034 06/01/2025		
	Rates	Fringes
Truck Driver:	¢ 20 00	0.26
Concrete	•	9.26
		90

LAB01184-035 06/01/2025

	Rates	Fringes	
Truck Driver: Dump	.\$ 30.88	9.26	
LAB01184-036 06/01/2025			
	Rates	Fringes	
Truck Driver: Water	.\$ 30.88	9.26	
LAB01184-042 06/01/2025			
	Rates	Fringes	
Traffic Control	.\$ 27.41	9.26	
LAB01184-050 06/01/2025			
	Rates	Fringes	
Carpenter: Formwork Concrete	.\$ 31.98	9.26	
SUAZ2023-005 11/19/2024			
	Rates	Fringes	
Power Equipment Operator: Scraper	.\$ 32.30	0.00	
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.			

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

https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey

is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination
 - b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

Washington, DC 20210

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

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

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

END OF GENERAL DECISION"

SECTION D

PLANS and SPECIFICATIONS

Billy & Bonnie LLC, dba Sweet Springs Community Mobile Home Park WIFA Project no. DW 020-2025 2. MECHANICAL JOINT RESTRAINTS (EBBA IRON MEGALUG, OR APPROVED EQUAL) SHALL BE USED IN PLACE OF THRUST BLOCKING UNLESS OTHERWISE DIRECTED BY THE UTILITY OR ENGINEER. MECHANICAL JOINT RESTRAINTS LENGTHS SHALL BE DETERMINED AND SHALL BE INSTALLED PER TUCSON WATER STD DTL W-600. AND/OR PER MANUFACTURERS INSTRUCTIONS. WHICHEVER REQUIRES LONGER RESTRAINT

MINIMUM PIPE COVER SHALL BE 36 INCHES OR AS OTHERWISE INDICATED ON THE PLANS.

DISINFECTION AND FLUSHING OF ALL WATER MAINS, STORAGE FACILITIES, FITTINGS AND EQUIPMENT SHALL BE IN ACCORDANCE WITH THE ARIZONA DEPARTMENT OF HEALTH BULLETIN NUMBER 8; AND BACTERIOLOGICALLY TESTED AFTER DISINFECTION BY A THIRD PARTY CERTIFIED RESULTS SHALL BE SENT TO GREG CARLSON ENGINEERING, 1521 E BROADWAY BLVD, TUCSON ARIZONA 85719. PH: (520) 624-0070.

SPRINGS MOBILE HOME PARK REPRESENTATIVE OR ITS ENGINEER.

6. IN ACCORDANCE WITH A.A.C. R18-5-504. ALL WATER SYSTEM COMPONENTS SHALL BE LEAD FREE. 7. ALL MATERIALS WHICH COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NATIONAL SANITATION FOUNDATIONS STANDARDS 60 AND 61. ALL MATERIALS AND FITTINGS SHALL HAVE NSF-PW SEAL

8. PVC PIPE SHALL BE AWWA C900 CLASS 200.

9. DIP PIPE SHALL BE PRESSURE CLASS 350. 10. DIP PIPE AND FITTINGS SHALL BE CEMENT-MORTAR LINED IN ACCORDANCE WITH AWWA C104.

11. TRENCH DIMENSIONS, BEDDING MATERIAL AND PLACEMENT AND BACKFILL SHALL CONFORM TO MAG STANDARD SPECIFICATIONS SECTION 601 AND THE DETAIL HEREON.

12. ALL WATER MAINS AND TRENCH BEDDING WILL BE INSPECTED BY THE SWEET SPRINGS MOBILE HOME PARK REPRESENTATIVE OR ITS ENGINEER PRIOR TO TRENCH BACKFILL. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SCHEDULE INSPECTIONS 48-HOURS IN ADVANCE.

13. DETECTABLE PIPE LOCATING TAPE SHALL BE PLACED 18 INCHES BELOW FINISHED GRADE IN ALL WATERLINE TRENCHES, TAPE SHALL BE A MINIMUM OF 6 INCHES WIDE AND CONSIST OF A MINIMUM 4.0 MIL THICKNESS INERT POLYETHYLENE PLASTIC WITH A MINIMUM 1/3 MIL METALLIC

14. TRACER WIRE SHALL BE PLACED ON ALL BURIED WATERLINE. TERMINATION POINTS ARE SPECIFIED HEREON. TRACER WIRE SHALL BE PLACED ON ALL SERVICES, AIR RELEASE VALVES, AND DRAIN VALVES FROM THE MAIN TO THE METER BOX/ENCLOSURE. TRACER WIRE SHALL BE RHW, USE, OR RHH SOLID 10 GUAGE AND SHALL BE SECURED TO THE PIPE WITH TAPE AT NO MORE THAN 5' INTERVALS. A MINIMUM 2' COIL SHALL BE LEFT AT THE RISER OR VALVE AT EITHER END OF THE LINE OR IN METER BOX.

15. GATE VALVES SHALL CONFORM TO AWWA C509.

16. ALL EXISTING SERVICE TIE-OVERS SHALL BE MADE USING NEW 3/4" TYPE 'K' SOFT COPPER PIPE FROM THE NEW MAIN TO THE EXISTING

17. THIS SYSTEM IS DESIGNED ACCORDING TO THE DESIGN CRITERIA OF AAC R18-5-502 & 503 AND ADEQ BULLETIN NUMBER 10. 18. A COPY OF THE APPROVED PLANS SHALL BE KEPT IN AN EASILY ACCESSIBLE LOCATION ON THE SITE AT ALL TIMES DURING CONSTRUCTION.

RECORDS. NEITHER THE OWNER NOR THE ENGINEER CAN GUARANTEE THE ACCURACY OR COMPLETENESS OF UTILITIES SHOWN. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES WHICH PERTAIN TO, AFFECT, OR ARE AFFECTED BY CONSTRUCTION OF THIS PROJECT PRIOR TO BEGINNING WORK. ALL CONFLICTS, WHETHER POTENTIAL OR REAL, SHALL BE RESOLVED WITH THE

22. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR SURVEYOR PROVIDING THE CONSTRUCTION LAYOUT TO COMPARE THE SITE CONDITIONS WITH THE PLANS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES OBSERVED. SHOULD ANY GRADE OR DESIGN INDICATED ON THESE PLANS BE SUSPECT. THE ENGINEER SHALL BE NOTIFIED PRIOR TO ANY CONSTRUCTION OF AFFECTED AREA. ANY DISCREPANCIES SHALL BE DEEMED THE RESPONSIBILITY OF THE CONTRACTOR AND/OR THE SURVEYOR.

23. THE CONTRACTOR SHALL PRESERVE ALL STAKES SET FOR THE LINES, LEVELS, OR MEASUREMENTS OF THE WORK IN THEIR PROPER PLACES ANY EXPENSE INCURRED FROM REPLACING ANY STAKES WHICH THE CONTRACTOR OR HIS SUBORDINATES MAY HAVE FAILED TO PRESERVE

24. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, HAUL, AND APPLY ALL WATER REQUIRED FOR COMPACTION AND FOR THE CONTROL OF DUST FROM CONSTRUCTION ACTIVITY. THE COST THEREOF SHALL BE CONSIDERED AS INCLUDED IN THE CONSTRUCTION CONTRACT PRICE. CONTACT SWEET SPRINGS MOBILE HOME PARK TO OBTAIN A HYDRANT METER.

25. THE CONTRACTORS AND THEIR SUBCONTRACTORS ARE TO VERIFY QUANTITIES AND BASE THEIR BID SOLELY ON THEIR OWN ESTIMATE.

26. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENT AGENCIES.

27. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL, SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS. 28. THE ENGINEER SHALL NOT BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED CHANGES, OR USES OF THESE PLANS. ALL REVISIONS TO THESE

PLANS MUST BE APPROVED IN WRITING BY THE ENGINEER.

29. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND BE NOT BE LIMITED TO NORMAL WORKING HOURS. AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, AND ENGINEER HARMLESS FROM LIABILITY REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

30. ALL WATER BOXES, SEWER DRAINS, SEWER MANHOLES, AND ANY OTHER UTILITY MANHOLES, VAULTS, OR FACILITIES WITHIN THE AREAS OF GRADING SHALL BE BROUGHT FLUSH TO FINISH GRADE. ANY UTILITY ADJUSTMENTS OR CONFLICTS SHALL BE COORDINATED WITH THE

APPROPRIATE UTILITY PRIOR TO CONSTRUCTION.

31. THE CONTRACTOR SHALL PROVIDE FOR DUST CONTROL AT ALL TIMES DURING CONSTRUCTION. 32. TEMPORARY CONSTRUCTION CONNECTIONS/SERVICES SHALL HAVE AN APPROVED CROSS CONNECTION CONTROL DEVICE INSTALLED, INSPECTED AND CERTIFIED BY A BACKFLOW PREVENTION TECHNICIAN.

33. IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF THE CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE CONTRACTOR SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTARY IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY SWEET SPRINGS MOBILE HOME PARK AND ITS ENGINEER.

34. SWEET SPRINGS MOBILE HOME PARK AND ITS ENGINEER SHALL REVIEW ALL SHOP DRAWINGS AND EQUIPMENT SUBMITTALS FOR COMPLIANCE WITH PLANS AND SPECIFICATIONS.

35. ALL CONCRETE SHALL COMPLY WITH MAG STANDARD SPECIFICATIONS SECTION 725, CLASS "A", 3,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED.

36. COMPACTION IN ALL AREAS SHALL BE TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY "ASHTO DESIGNATION T-99, METHOD A". OTHER AREAS SHALL BE COMPACTED TO SURROUNDING NATIVE SOIL DENSITIES OR A MINIMUM OF 95% WHICHEVER IS GREATER. THOSE AREAS TO RECEIVE FILL SHALL BE SCARIFIED TO A DEPTH OF SIX (6) INCHES, BROUGHT TO 2% OPTIMUM MOISTURE CONTENT AND COMPACTED TO THE ABOVE DENSITY PER "ASTM 698, METHOD A", UNLESS OTHERWISE NOTED. THE AREA SOURCE OF FILL MATERIAL SHALL BE APPROVED BY THE OWNER PRIOR TO COMMENCEMENT OF WORK. TESTS OF FILL MATERIAL WILL BE DONE AT THE OWNERS EXPENSE.

37. AS-BUILT DRAWINGS SHALL BE PREPARED, CERTIFIED, SEALED AND SIGNED BY CONTRACTOR'S SURVEYOR. A FULL SET OF ACCURATE, LEGIBLE AS-BUILT DRAWINGS SHALL BE DELIVERED TO YOUTH HAVEN INC. UPON COMPLETION OF CONSTRUCTION.

38. WATERLINE CONSTRUCTION SHALL MEET THE MINIMUM SEPARATION FROM SEWER GRAVITY AND/OR FORCE MAINS PER THE REQUIREMENTS OF AAC R18-5-502.C.

LEGAL DESCRIPTION

RECORD OF BOOK 4, PAGE 36 LOT E ALONG WITH THE FOLLOWING DESCRIPTION PART OF WEST HALF OF THE SOUTHWEST HALF OF THE NORTHWEST QUARTER BY M&B BEGINNING AT THE NORTHWEST CORNER OF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, T18S, R 21E, THENCE N89°53'E 610', THENCE SOUTH 1000', THENCE S89°53'W 610', THENCE NORTH 1000' TO THE POINT OF BEGINNING, EXCLUDING 1.577 AC TO STATE, 14.821 AC

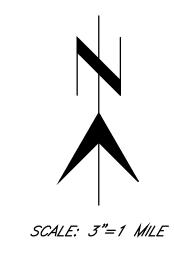
BASIS OF BEARINGS

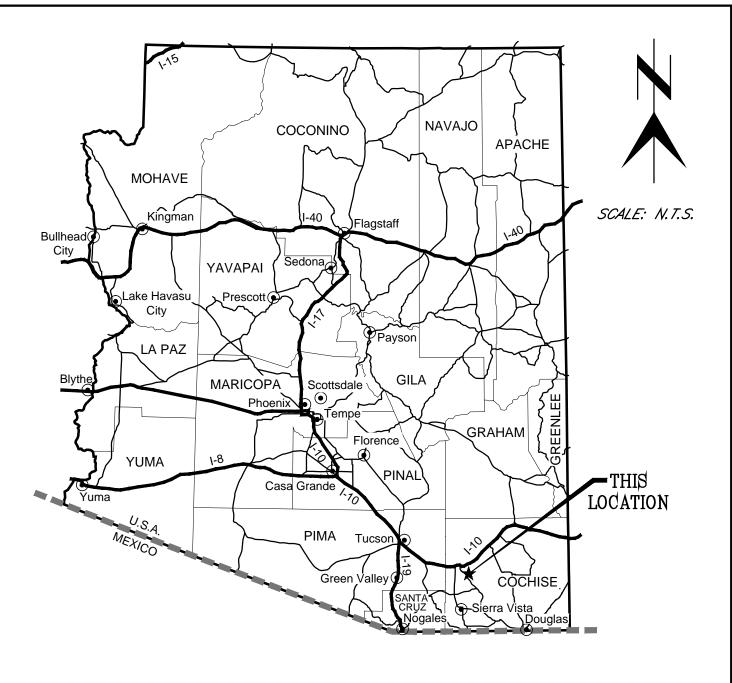
THE BASIS OF BEARINGS FOR THIS PROJECT IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 4. TOWNSHIP 18 SOUTH, RANGE 21 EAST, G&SRM COCHISE CO AZ PER ADOR RIGHT-OF-WAY PLANS S 080-A-802, SAID BEARING BEING: NORTH 00° 12' 00" EAST,

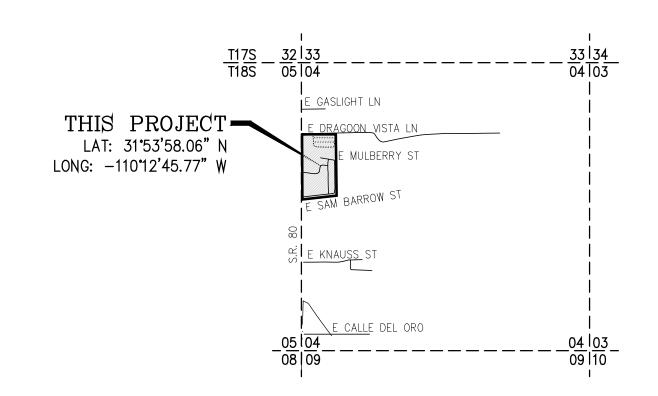
NEW WATER DISTRIBUTION SYSTEM

SWEET SPRINGS MOBILE HOME PARK PWS AZ04-02327

LOCATED IN A PORTION OF SECTION 04, T18S, R21E G&SRM, COCHISE COUNTY, ARIZONA







LOCATION MAP

LOCATED IN A PORTION OF SECTION 04, T18S, R21E, G&SRM COCHISE COUNTY, ARIZONA

LEGEND

PARCEL BOUNDARY ADJACENT PROPERTY LINE/ROW LINE — - - - — ROW LINE SECTION LINE EXIST UN IMPROVED DRIVE EXIST INDEX CONTOUR EXIST INTERMEDIATE CONTOUR - ullet - Ohu- - - Exist overhead utility line & Pole $-\times -\times -\times -\times -$ EXIST WIRE FENCE ─□──□ EXIST WOOD FENCE

extstyle ext— EXIST WALL

> EXIST GAS METER EXIST SEWER CLEANOUT

EXIST ELECTRIC ABOVE GROUND EQUIPMENT

EXIST TELEPHONE PEDESTAL

—

—

—

—

—

—

—

EXIST WATERLINE, METER & VALVE —⊗—— NEW WATERLINE. METER & VALVE

1..... GENERAL NOTES, OVERVIEW MAP

SHEET INDEX

2..... EXISTIN UTILITIES PLAN

3..... NEW WATER LOCATION PLAN

4 -7 WATER DISTRIBUTION PLANS

8 NEW WATER STORAGE AND BOOSTER RE-LOCATION

SYSTEM OWNER

BILLY & BONNIE LLC

ATTN: BETH CHAMBERS

323 S LEE ST ST DAVID, AZ 85630

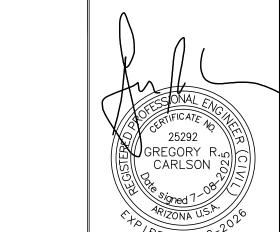
sweetpringsmhp@amail.com

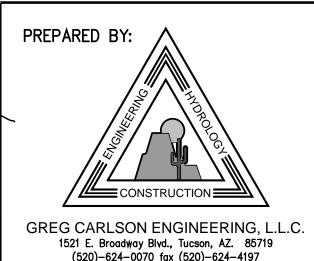
(541) 207-6340

9 - 10 . . . DETAILS

QUANTITIES TABLE

ITEM	QUANTITY	UNITS	REMARKS
4" PVC (C-900) WATERLINE, IN-PLACE	3,688	LF	SHEETS 4-6
4" PVC DIP WATERLINE, IN-PLACE	109	LF	SHEET 5, & FH'S
4" VALVE IN NEW WATER LINE	20	EA	SHEETS 4-6, & FH'S
NEW 4" x 4" TEE	4	EA	SHEET 5
CURB STOP FLUSHING VALVE ASSEMBLY	1	EA	SHEEET 6
4" 90° BENDS	9	EA	SHEET 4
4" 45° BENDS	8	EA	SHEETS 4 & 5
ARV ASSEMBLY IN BOX	2	EA	SHEET 5
%"x ¾" WATER METER ASSEMBLY IN BOX	58	EA	SHEETS 4-6
4" BRASS CHECK VALVE	1	EA	SHEET 8
#2 ECLIPSE POST HYDRANT & ASSEMBLY	6	EA	





e-mail: gceng@gceng.biz

NEW WATER DISTRIBUTION SYSTEM

SWEET SPRINGS MOBILE HOME PARK ST DAVID AZ LOCATED IN THE NW 1/4 QUARTER OF SECTION 04,

T18S, R21E, G&SRM COCHISE CO., ARIZONA HORIZ; <u>1"=600'</u> REF; <u>—</u>

VERT: N/A JOB NO. 23-007DESIGNED BY: GRC DRAFTED BY: JJF CHECKED BY: GRC DATE: JULY, 2025

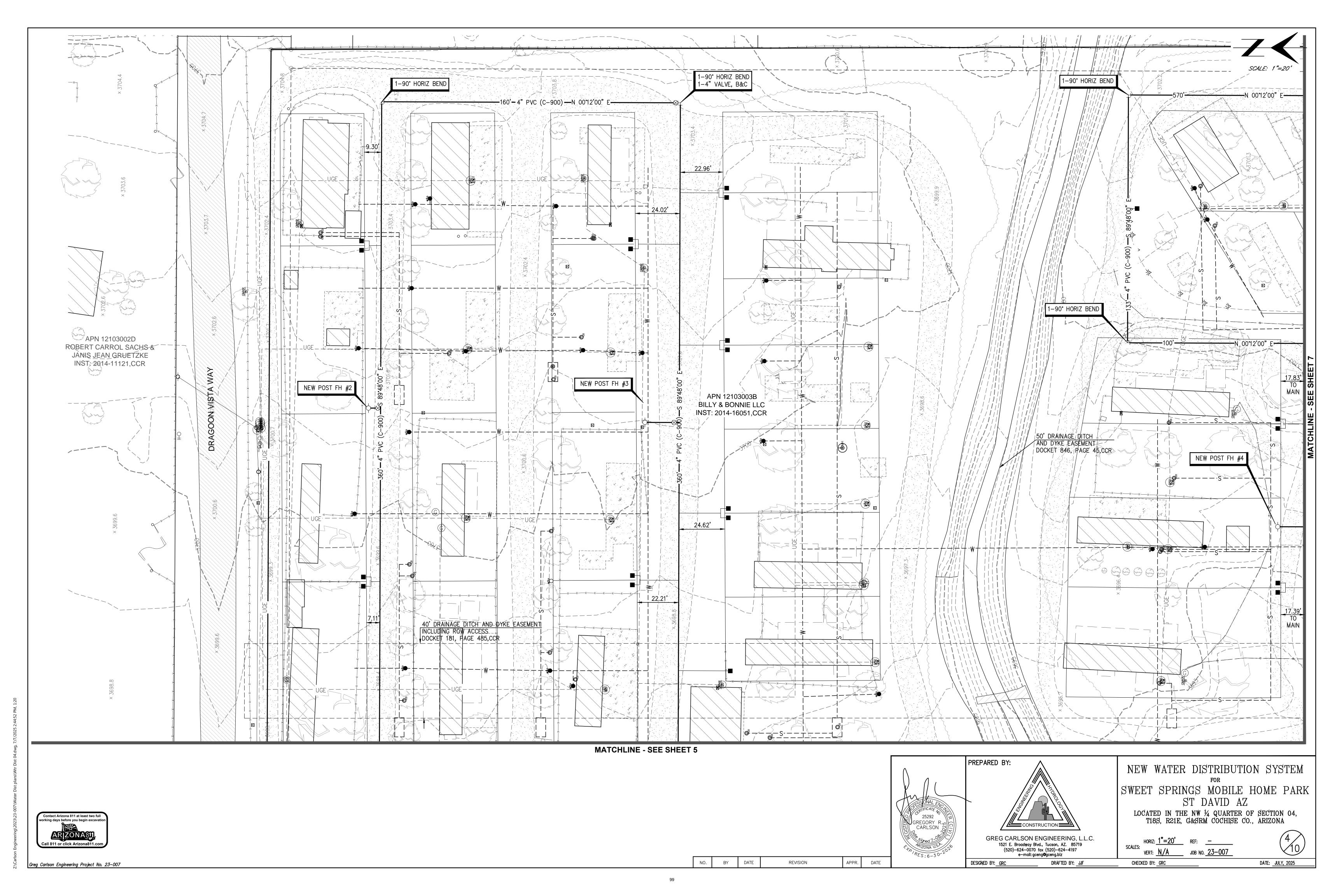


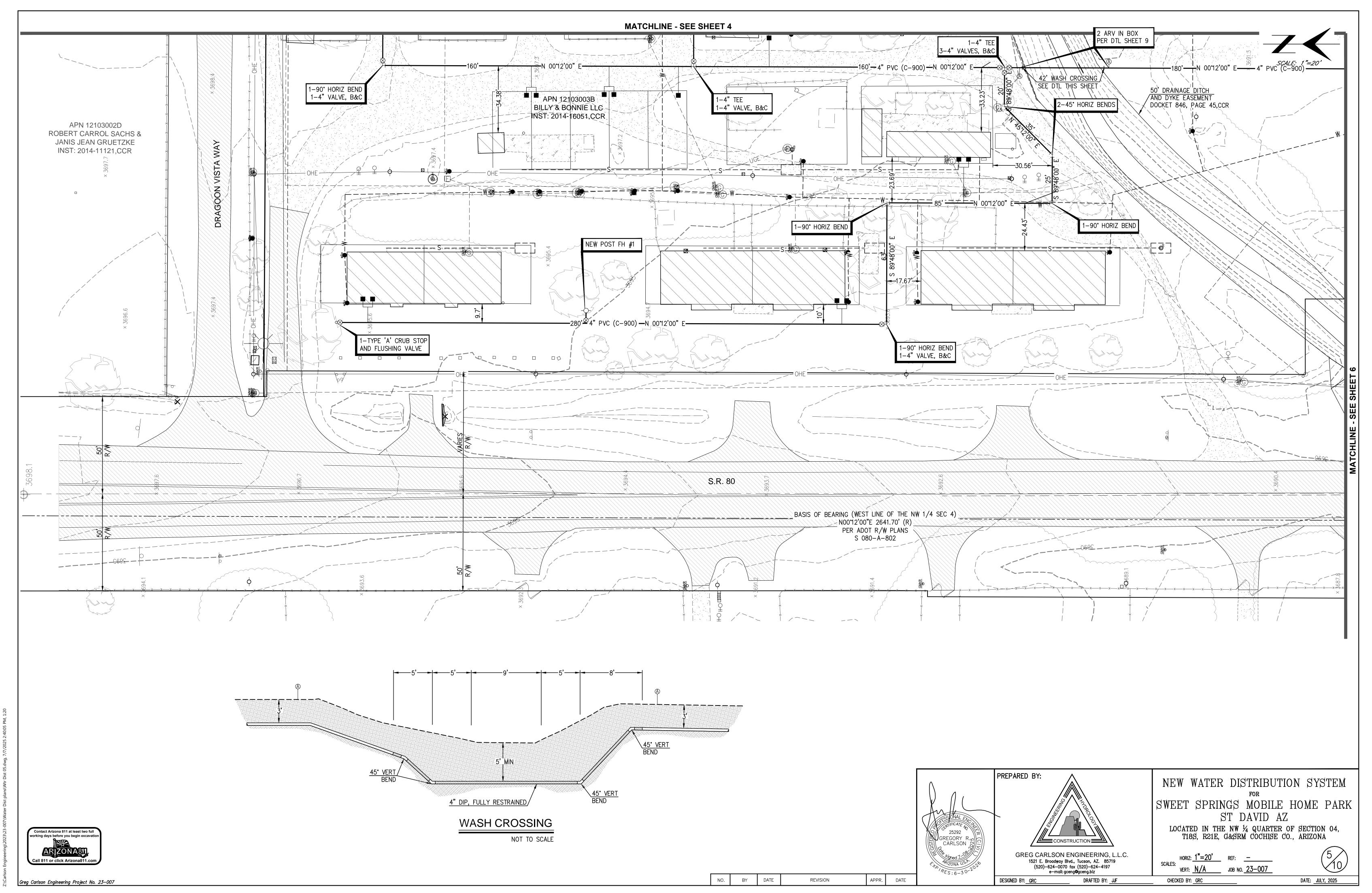
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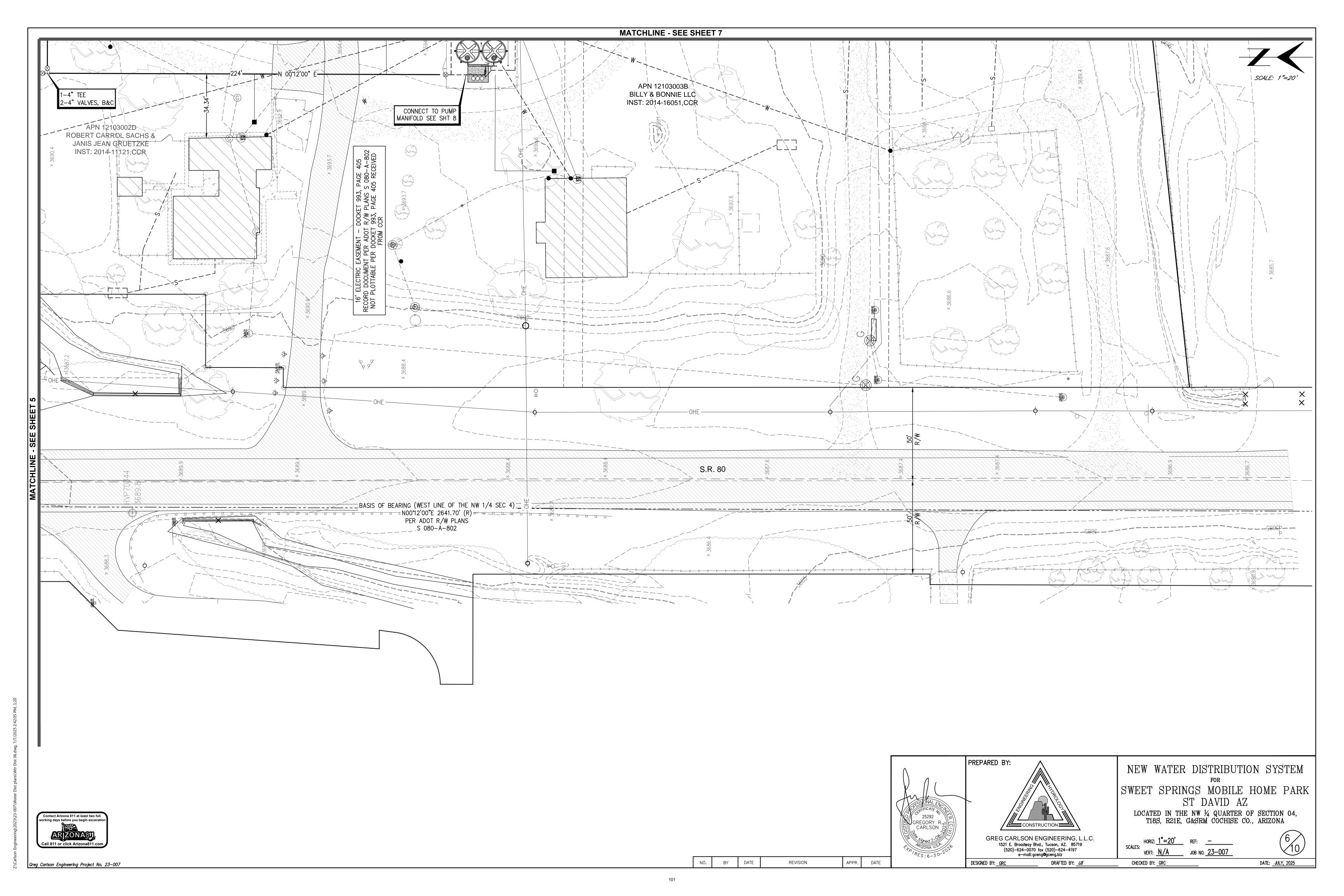
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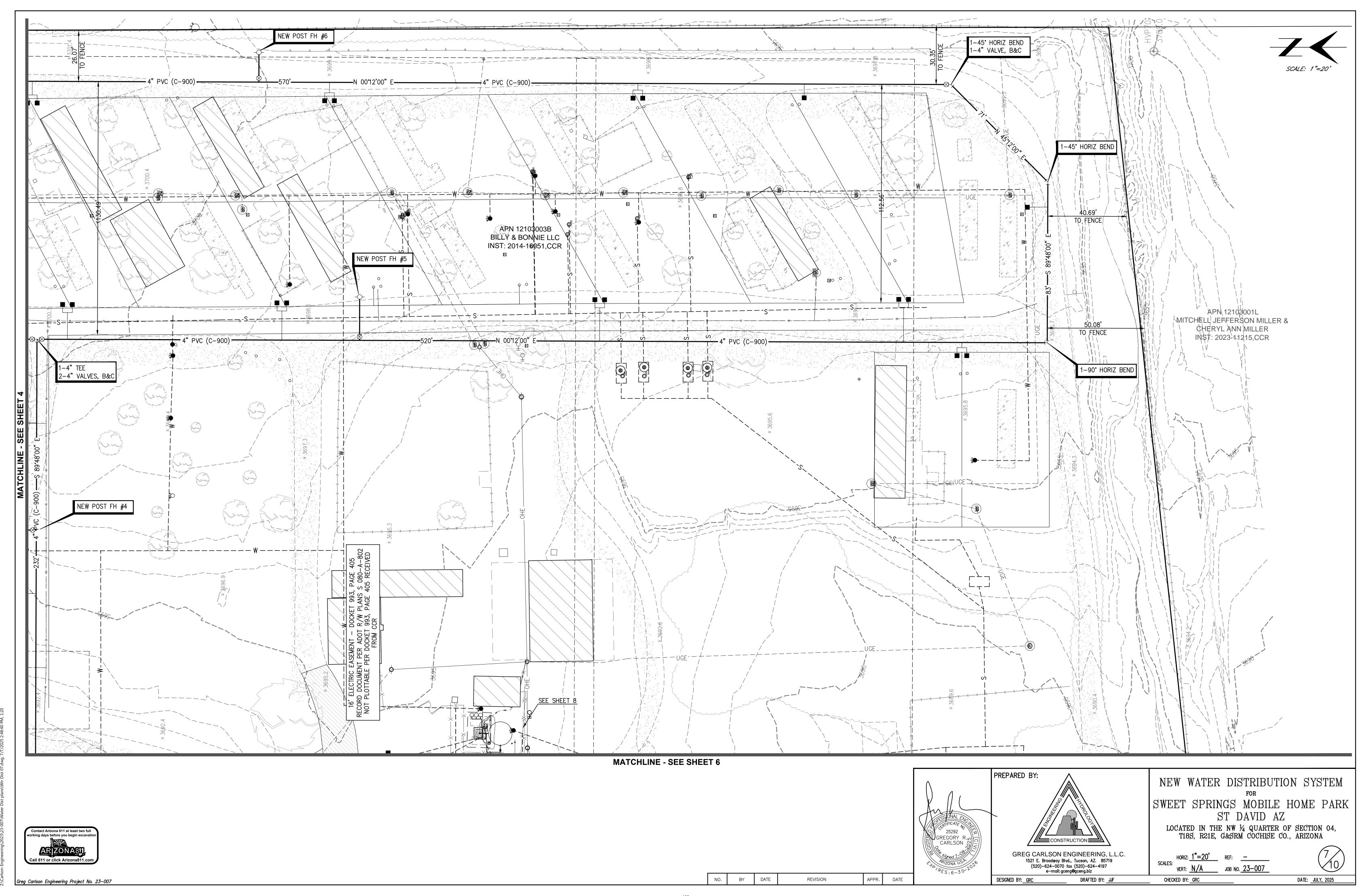
Carlson Engineering\2023\23-007\Water Dist plans\Wtr Dist 03.dwg. 7/7/2025 2:32:27 F

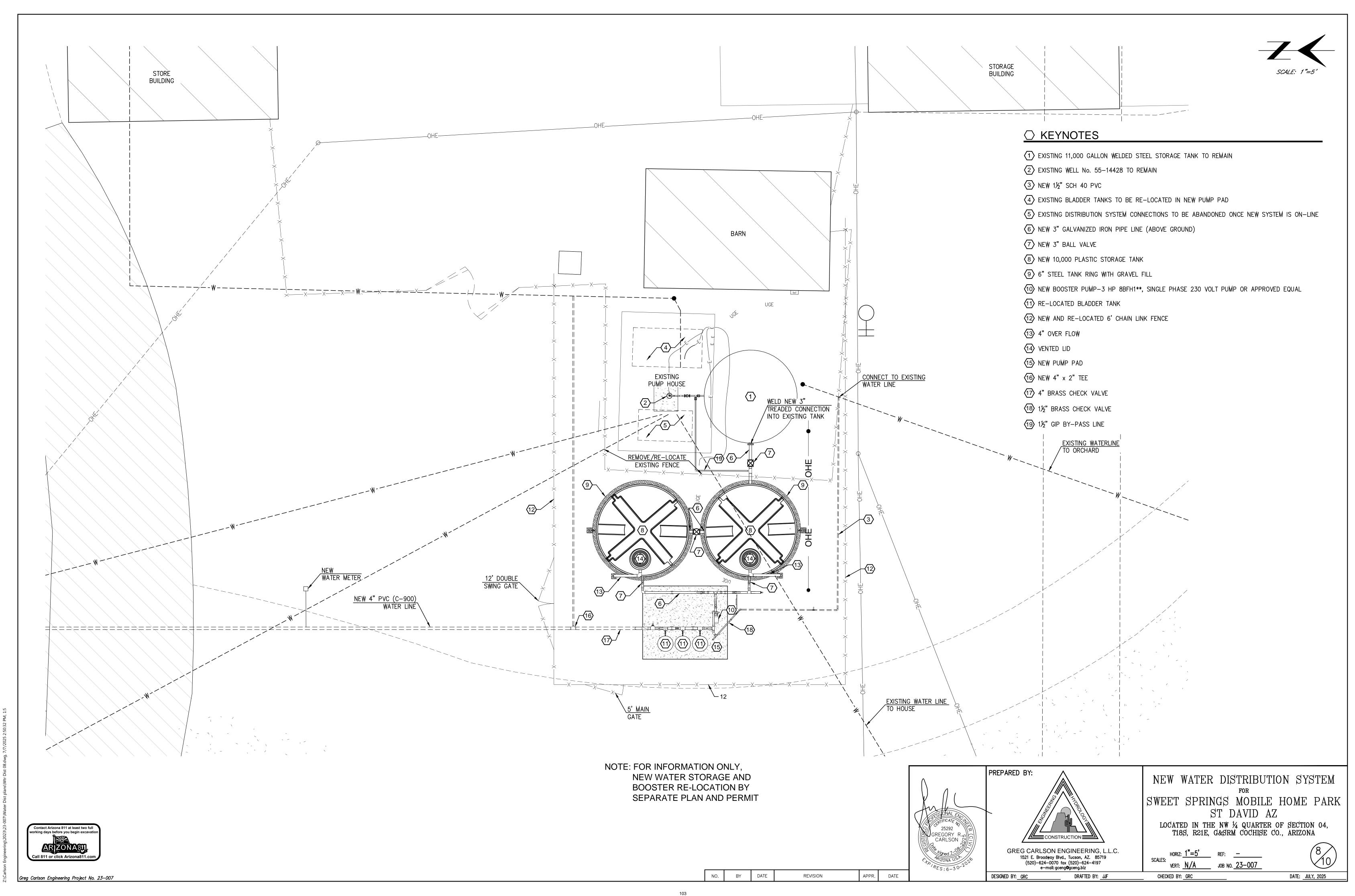
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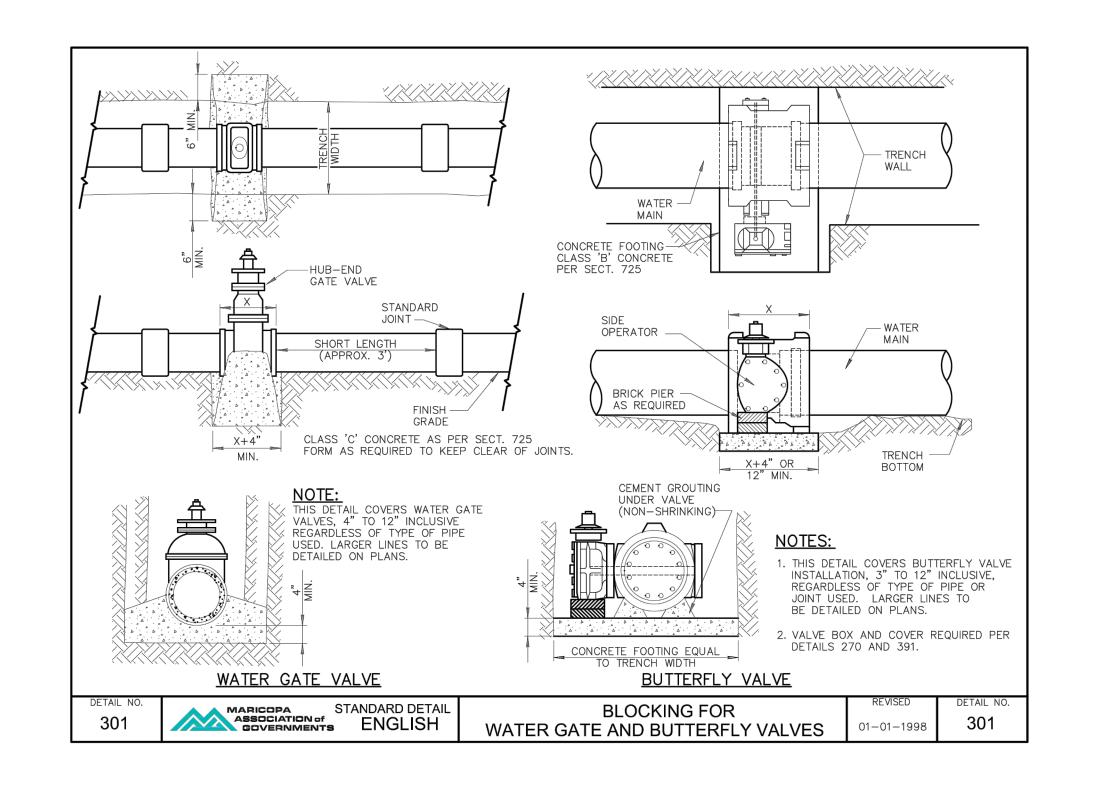


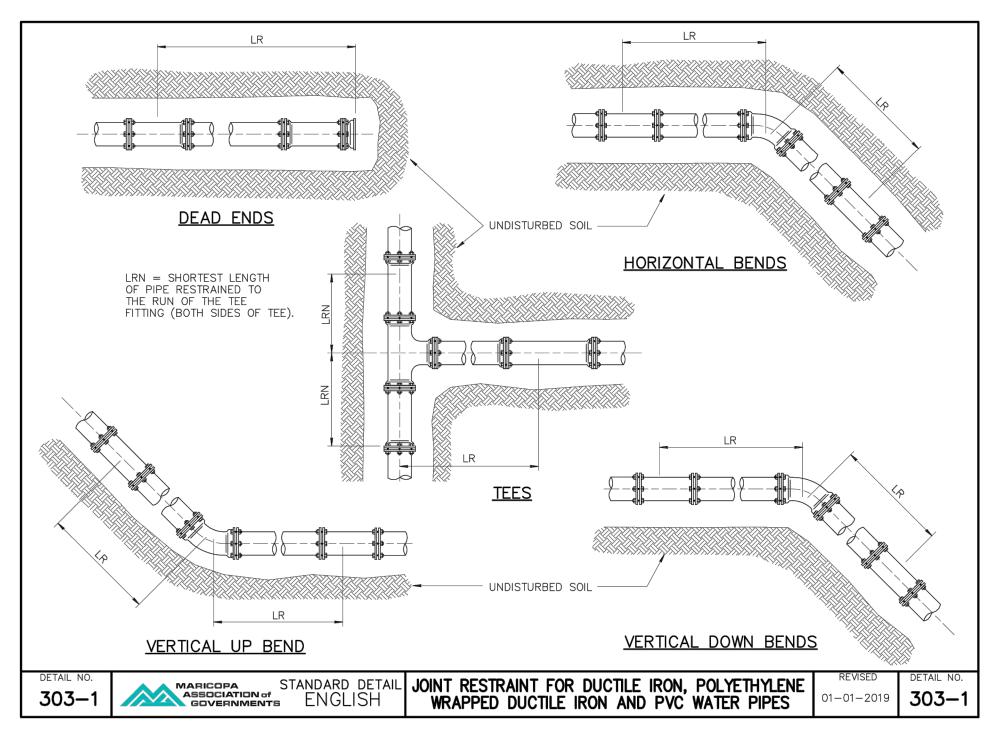


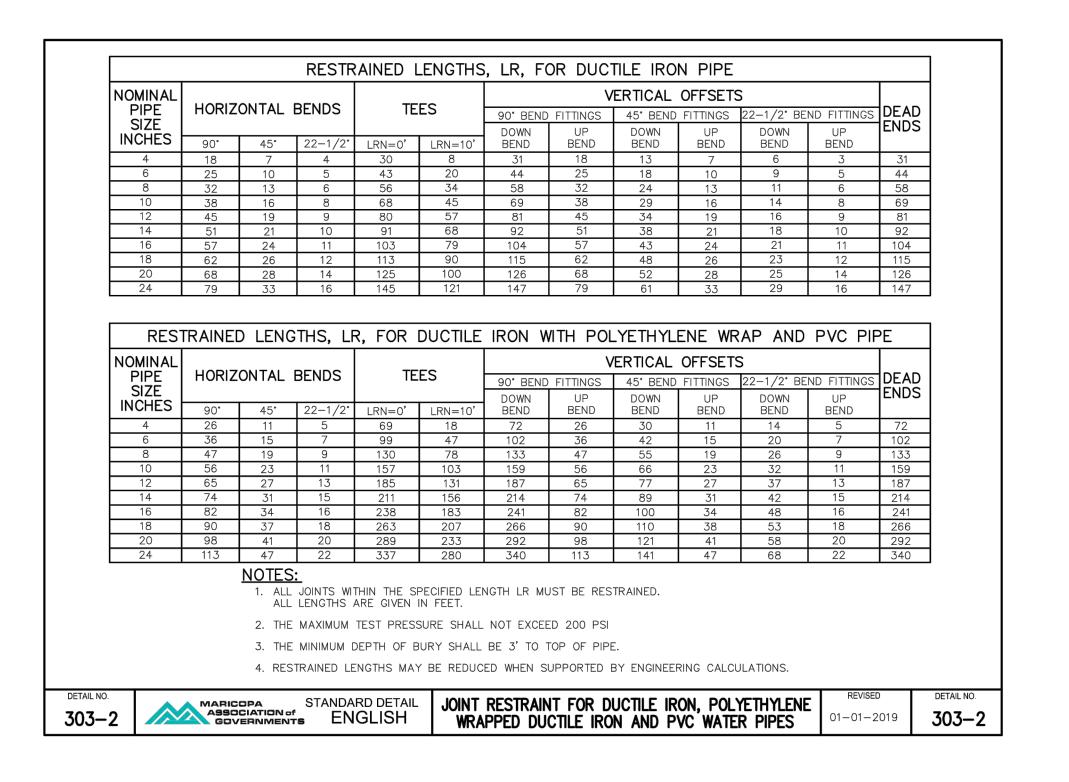


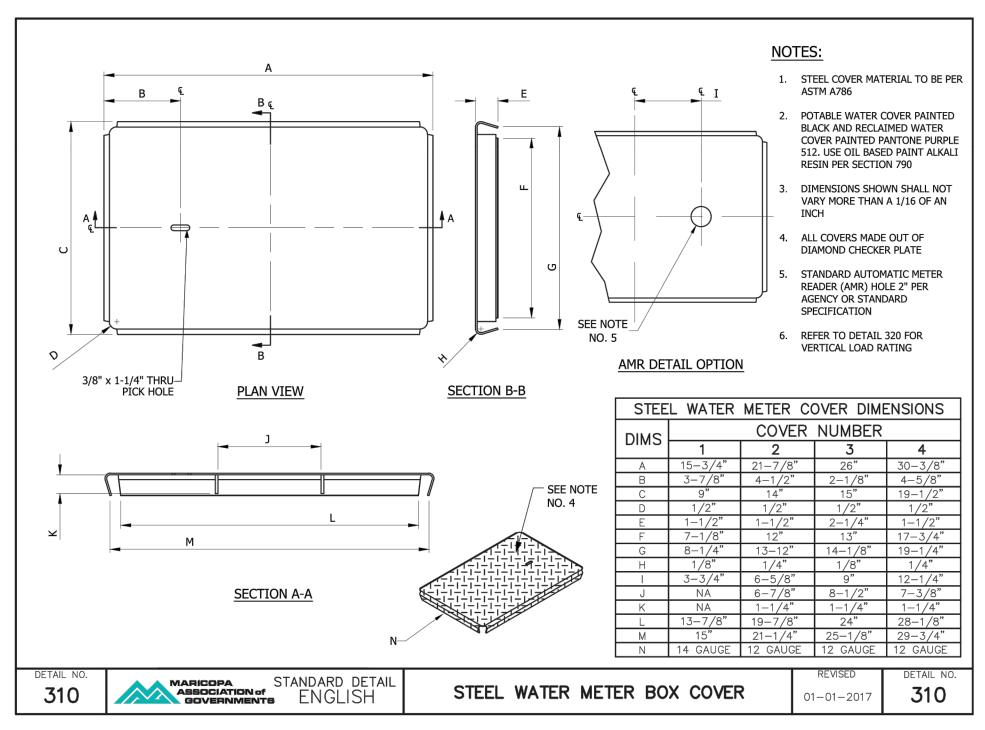


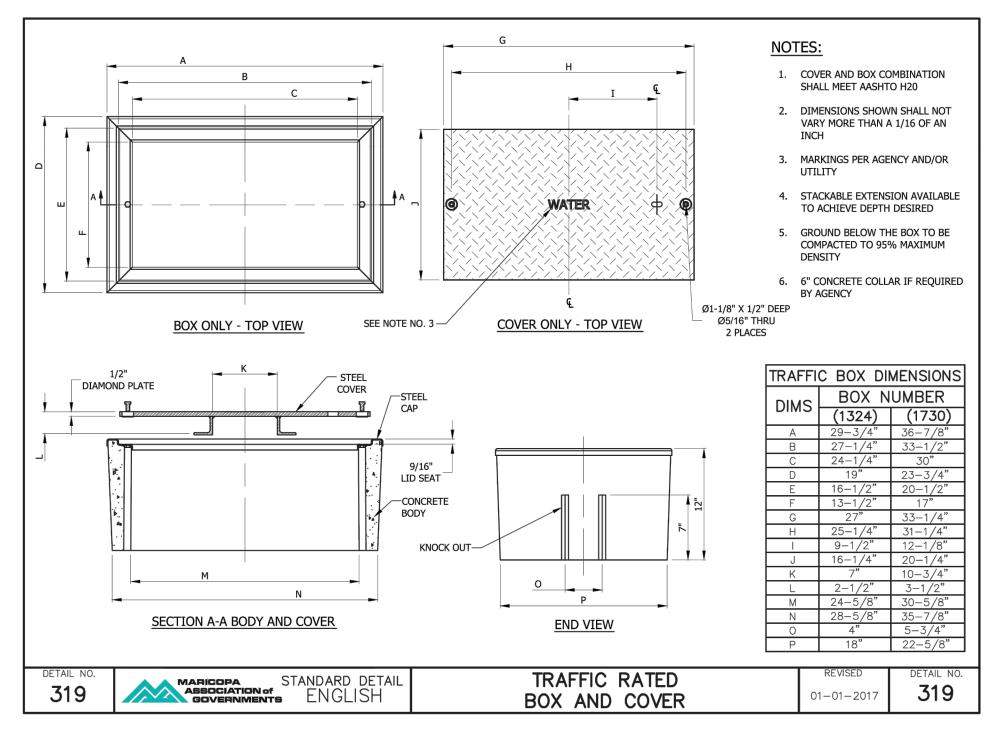


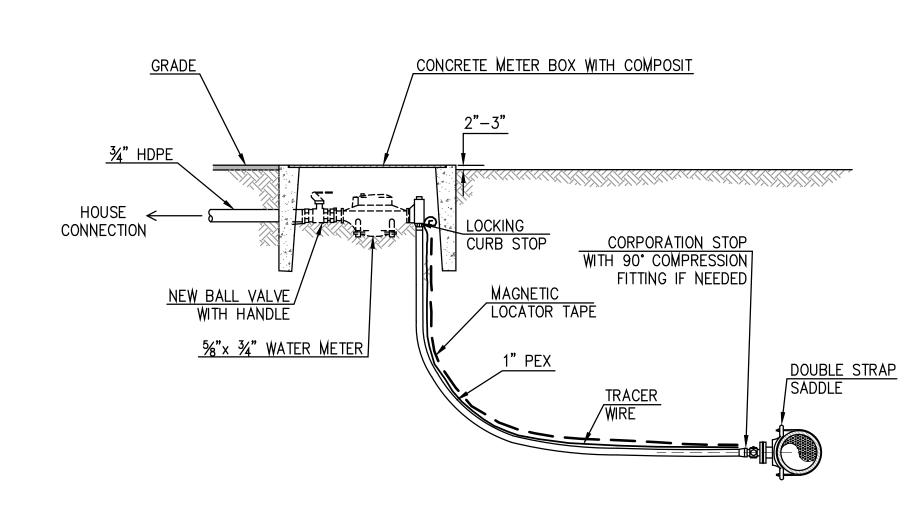




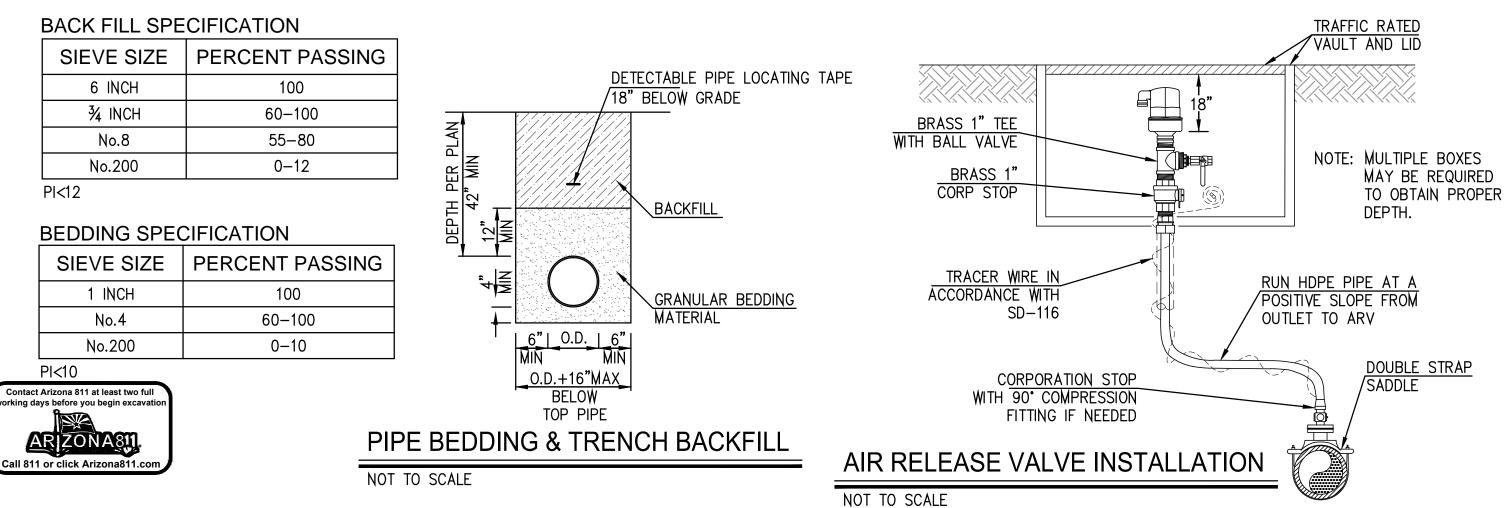








WATER SERVICE CONNECTION NOT TO SCALE



*NOTE:

AIR RELEASES SHALL BE SET OUTSIDE OF ROAD AND/OR TRAVEL-WAY

90° COMPRESSION FITTINGS MAY BE INSTALLED TO ACHIEVE POSITIVE SLOPE

ALL COPPER 7 BRASS SHALL BE INSULATED AND WRAPPED WITH 10 MIL TAPE

ALL AIR RELEASE VALVE INSTALLATIONS REQUIRE A TRACER WIRE PER SECTION 210 & SD-116

REVISION

APPR.

DATE

HDPE SHOULD BE BEDDED IN CINDERS OR CINDER SAND

*AIR RELEASE VALVE SHALL BE LIGHTWEIGHT, PER APPROVED MATERIAL LIST

DATE

PREPARED BY: 25292 SWGREGORY R CARLSON

DESIGNED BY: GRC

NEW WATER DISTRIBUTION SYSTEM SWEET SPRINGS MOBILE HOME PARK ST DAVID AZ

DETAILS

LOCATED IN THE NW 1/4 QUARTER OF SECTION 04, T18S, R21E, G&SRM COCHISE CO., ARIZONA

HORIZ; N/A VERT: N/A JOB NO. 23-007 CHECKED BY: GRC

DATE; JULY, 2025

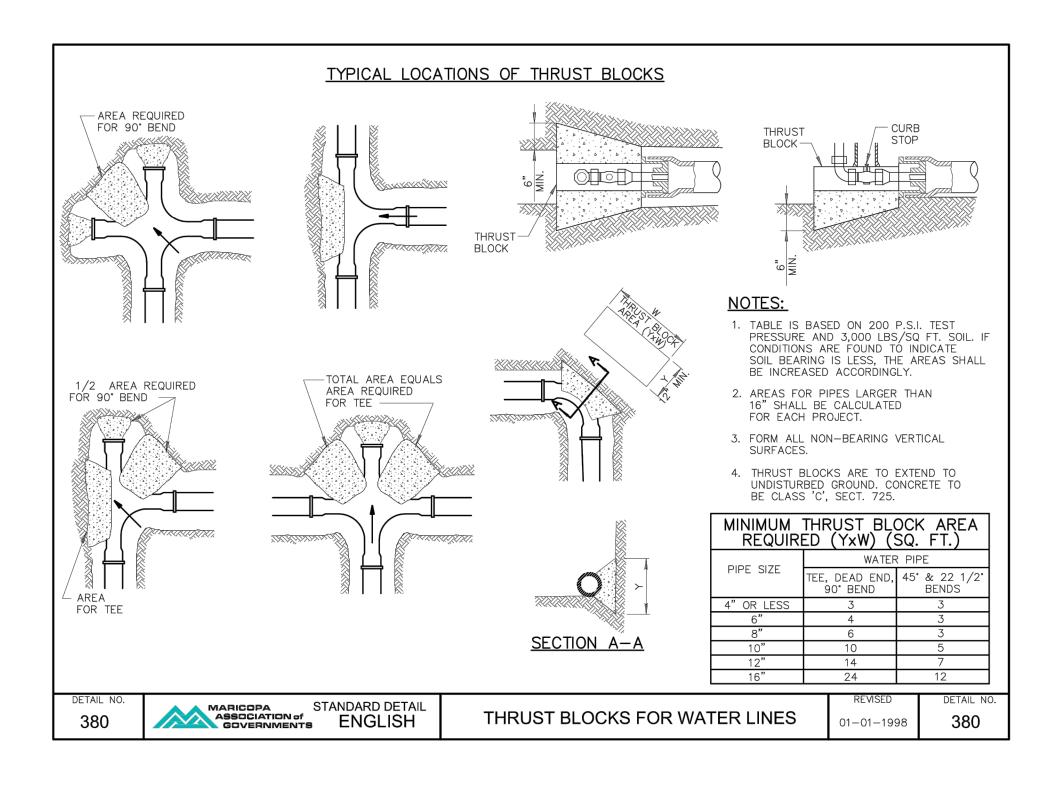
Greg Carlson Engineering Project No. 23-007

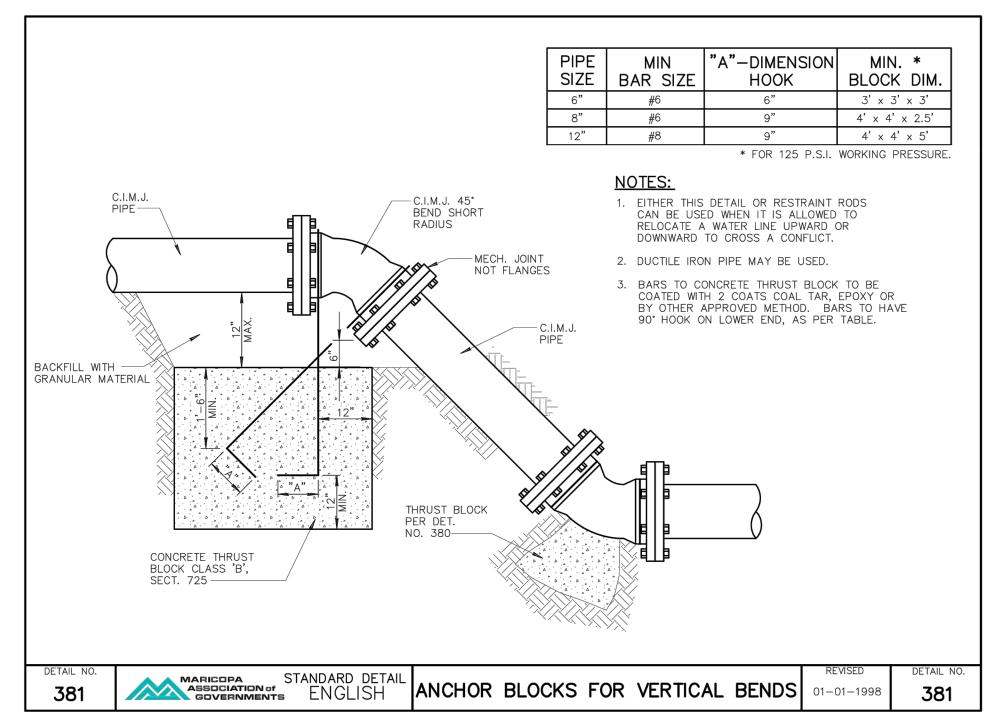
CONSTRUCTION GREG CARLSON ENGINEERING, L.L.C.

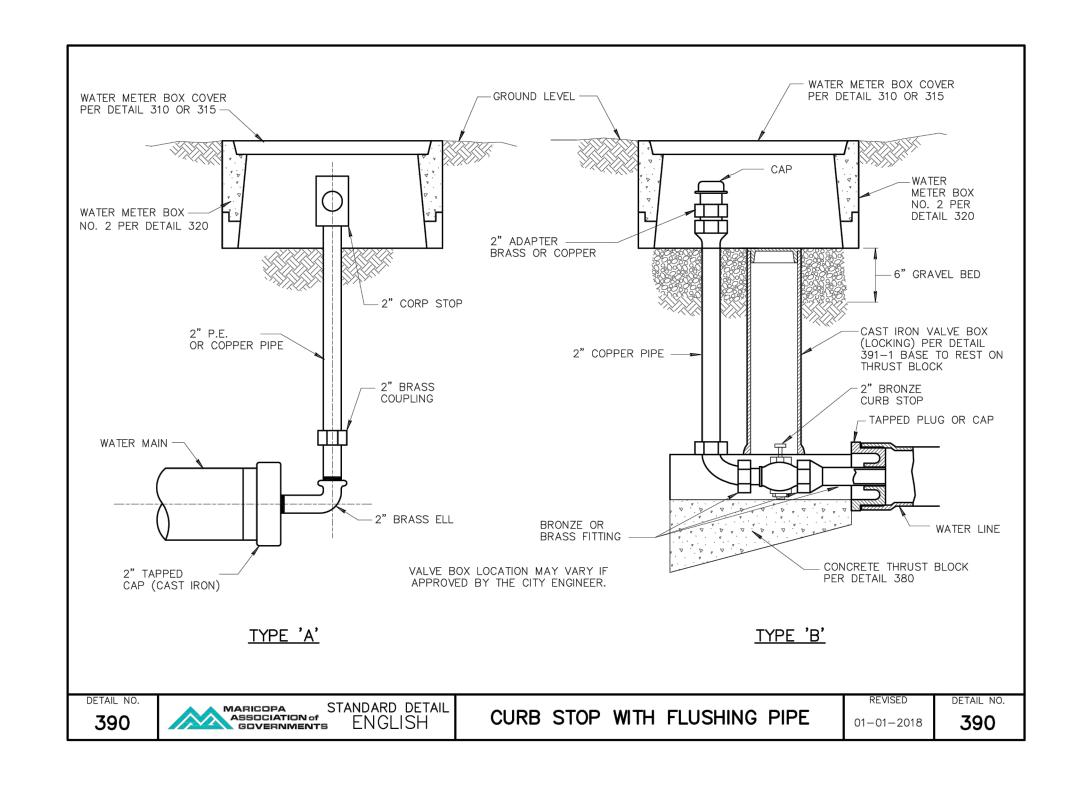
1521 E. Broadway Blvd., Tucson, AZ. 85719 (520)-624-0070 fax (520)-624-4197 e-mail: gceng@gceng,biz

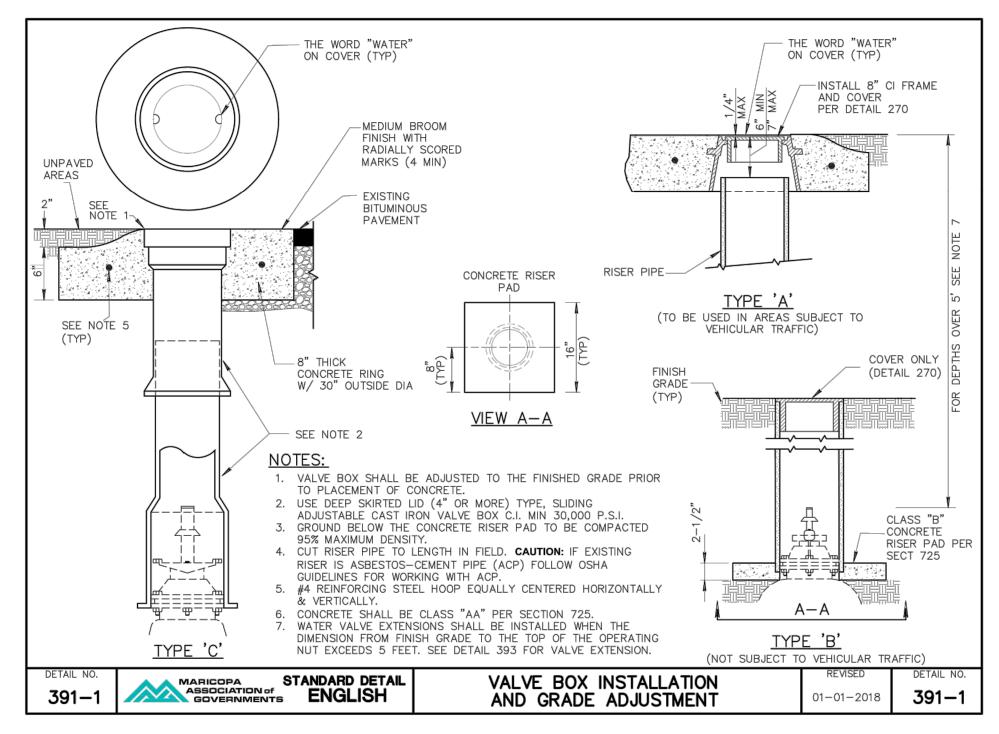
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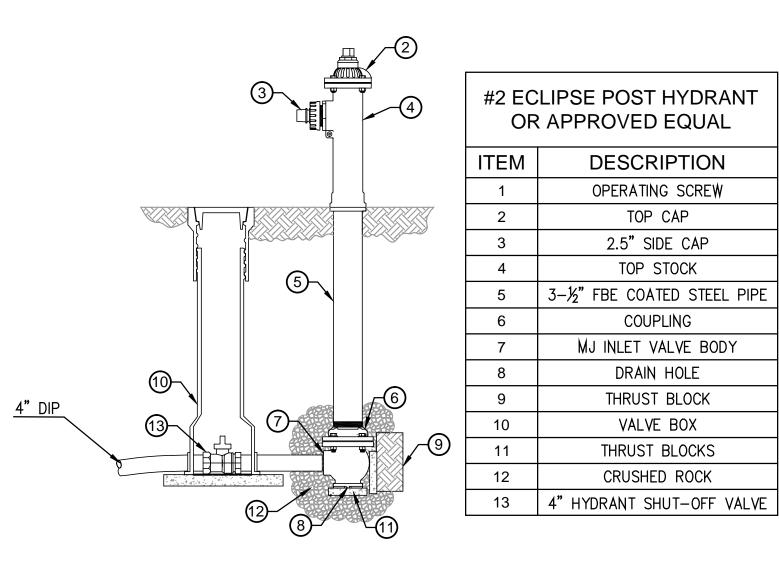
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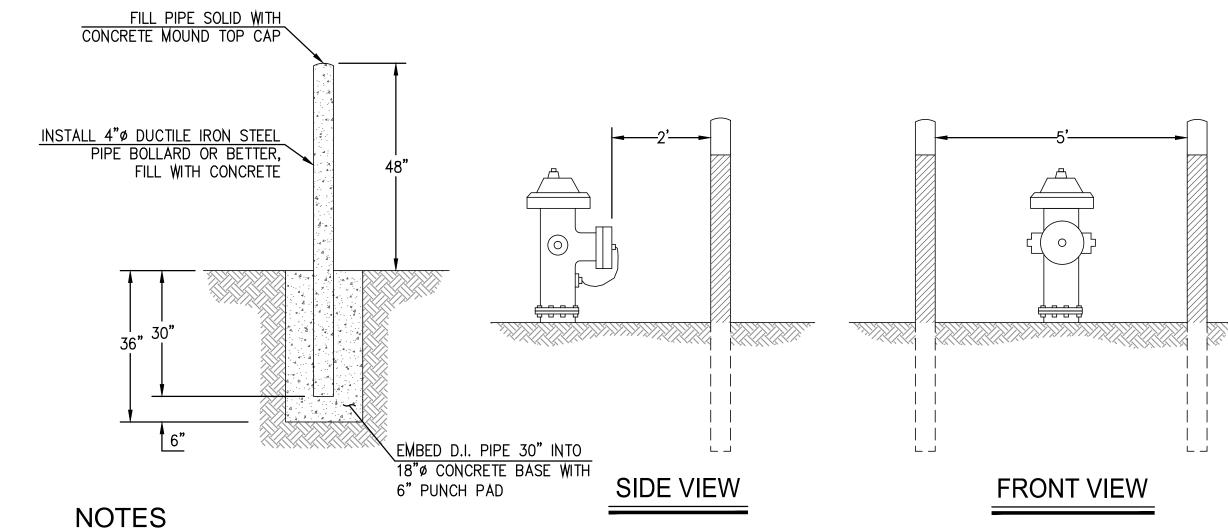












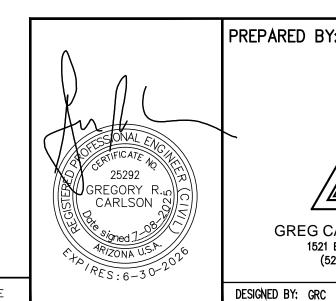
- 1. BOLLARDS SHALL BE 4" DIAMETER DUCTILE IRON POSTS SET IN 36" OF CONCRETE AT LEAST 18" IN DIAMETER, THE INSIDE OF POSTS SHALL ALSO BE FILLED WITH CONCRETE WITH SMOOTH MOUND AS TOP CAP.
- 2. BOLLARDS SHALL BE LOCATED AT LEAST 2' IN FRONT OF HYDRANT, 5' APART.
- BOLLARDS SHALL EXTEND ABOVE GROUND TO A MINIMUM OF 4'. 4. BOLLARDS SHALL BE OF SUFFICIENT NUMBER TO PROTECT THE HYDRANT, MINIMUM OF 2.

5. PAINT BOLLARDS RED WITH TOP 8" PAINTED WHITE.

BOLLARDS DETAIL

NOT TO SCALE

DETAILS



PREPARED BY: CONSTRUCTION GREG CARLSON ENGINEERING, L.L.C.

1521 E. Broadway Blyd., Tucson, AZ. 85719

(520)-624-0070 fax (520)-624-4197

e-mail; gceng@gceng.biz

DRÅFTED BY; JJF

NEW WATER DISTRIBUTION SYSTEM SWEET SPRINGS MOBILE HOME PARK ST DAVID AZ

LOCATED IN THE NW 1/4 QUARTER OF SECTION 04, T18S, R21E, G&SRM COCHISE CO., ARIZONA

HORIZ; N/A SCALES; VERT: <u>N/A</u> JOB NO. <u>23</u>

CHECKED BY: GRC

DATE

APPR. REVISION DATE

Contact Arizona 811 at least two full orking days before you begin excavat Call 811 or click Arizona811.com

Greg Carlson Engineering Project No. 23-007

105

DATE; JULY, 2025

GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM TO MAG UNIFORM STANDARD SPECIFICATIONS AND DETAILS (LATEST EDITION). EXCEPT AS MODIFIED
- MECHANICAL JOINT RESTRAINTS (EBBA IRON MEGALUG, OR APPROVED EQUAL) SHALL BE USED IN PLACE OF THRUST BLOCKING UNLESS OTHERWISE DIRECTED BY THE UTILITY OR ENGINEER. MECHANICAL JOINT RESTRAINTS LENGTHS SHALL BE DETERMINED AND SHALL BE INSTALLED PER TUCSON WATER STD DTL W-600, AND/OR PER MANUFACTURERS INSTRUCTIONS, WHICHEVER REQUIRES LONGER RESTRAINT
- MINIMUM PIPE COVER SHALL BE 36 INCHES OR AS OTHERWISE INDICATED ON THE PLANS.
- DISINFECTION AND FLUSHING OF ALL WATER MAINS, STORAGE FACILITIES, FITTINGS AND EQUIPMENT SHALL BE IN ACCORDANCE WITH
- SPRINGS MOBILE HOME PARK REPRESENTATIVE OR ITS ENGINEER.
- IN ACCORDANCE WITH A.A.C. R18-5-504. ALL WATER SYSTEM COMPONENTS SHALL BE LEAD FREE.
- ALL MATERIALS WHICH COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NATIONAL SANITATION FOUNDATIONS STANDARDS 60 AND 61. ALL MATERIALS AND FITTINGS SHALL HAVE NSF-PW SEAL.
- B. PVC PIPE SHALL BE AWWA C900 CLASS 200.
- 9. DIP PIPE SHALL BE PRESSURE CLASS 350. 10. DIP PIPE AND FITTINGS SHALL BE CEMENT-MORTAR LINED IN ACCORDANCE WITH AWWA C104.
- 11. TRENCH DIMENSIONS, BEDDING MATERIAL AND PLACEMENT AND BACKFILL SHALL CONFORM TO MAG STANDARD SPECIFICATIONS SECTION 601 AND THE DETAIL HEREON.
- 12. ALL WATER MAINS AND TRENCH BEDDING WILL BE INSPECTED BY THE SWEET SPRINGS MOBILE HOME PARK REPRESENTATIVE OR ITS ENGINEER PRIOR TO TRENCH BACKFILL. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SCHEDULE INSPECTIONS 48-HOURS IN ADVANCE.
- MINIMUM OF 6 INCHES WIDE AND CONSIST OF A MINIMUM 4.0 MIL THICKNESS INERT POLYETHYLENE PLASTIC WITH A MINIMUM 1/3 MIL METALLIC
- 14. TRACER WIRE SHALL BE PLACED ON ALL BURIED WATERLINE. TERMINATION POINTS ARE SPECIFIED HEREON. TRACER WIRE SHALL BE PLACED USE, OR RHH SOLID 10 GUAGE AND SHALL BE SECURED TO THE PIPE WITH TAPE AT NO MORE THAN 5' INTERVALS. A MINIMUM 2' COIL SHALL BE LEFT AT THE RISER OR VALVE AT EITHER END OF THE LINE OR IN METER BOX. 15. GATE VALVES SHALL CONFORM TO AWWA C509.
- 16. ALL EXISTING SERVICE TIE—OVERS SHALL BE MADE USING NEW 3/4" TYPE 'K' SOFT COPPER PIPE FROM THE NEW MAIN TO THE EXISTING

- CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES WHICH PERTAIN TO, AFFECT, OR ARE AFFECTED BY
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- 26. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENT AGENCIES.
- 27. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL, SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS. 28. THE ENGINEER SHALL NOT BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED CHANGES, OR USES OF THESE PLANS. ALL REVISIONS TO THESE
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- 30. ALL WATER BOXES, SEWER DRAINS, SEWER MANHOLES, AND ANY OTHER UTILITY MANHOLES, VAULTS, OR FACILITIES WITHIN THE AREAS OF GRADING SHALL BE BROUGHT FLUSH TO FINISH GRADE. ANY UTILITY ADJUSTMENTS OR CONFLICTS SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY PRIOR TO CONSTRUCTION.
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- 38. NEW STORAGE TANKS SHALL CONFORM TO AWWA D-120 THERMOSETTING FIBERGLASS-REINFORCED PLASTIC TANKS AND NSF/ANSI 61-DRINKING WATER SYSTEM COMPONENTS.

LEGAL DESCRIPTION

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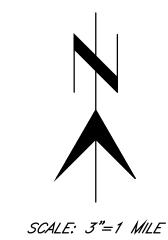
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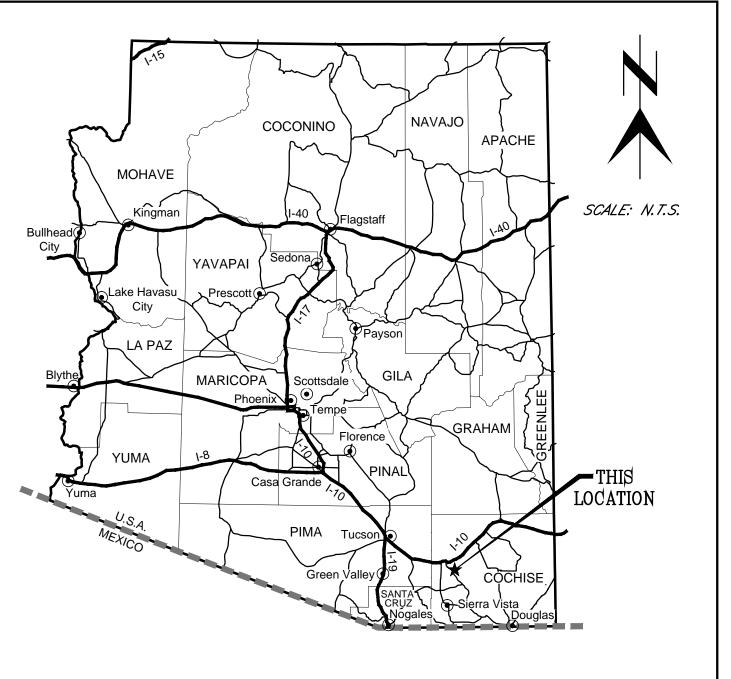
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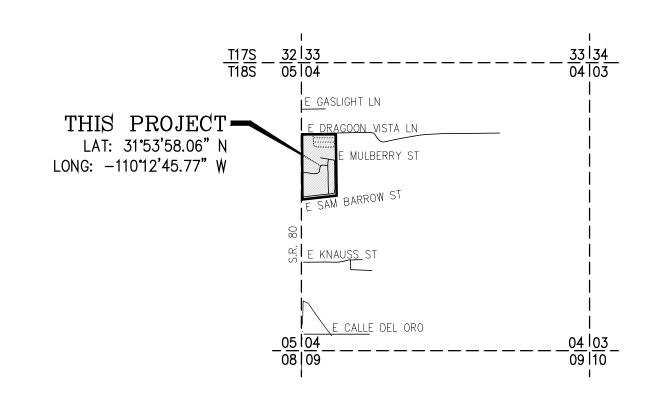
NEW WATER STORAGE AND BOOSTER RE-LOCATION

SWEET SPRINGS MOBILE HOME PARK PWS AZ04-02327

LOCATED IN A PORTION OF SECTION 04, T18S, R21E G&SRM, COCHISE COUNTY, ARIZONA







LOCATION MAP

LOCATED IN A PORTION OF SECTION 04, T18S, R21E, G&SRM COCHISE COUNTY, ARIZONA

LEGEND

PARCEL BOUNDARY ADJACENT PROPERTY LINE/ROW LINE SECTION LINE EXIST UN IMPROVED DRIVE EXIST INDEX CONTOUR EXIST INTERMEDIATE CONTOUR - ullet - Ohu- - - Exist overhead utility line & Pole $-\times -\times -\times -\times -$ EXIST WIRE FENCE - EXIST WOOD FENCE ------ EXIST CHAINLINK FENCE

— EXIST WALL EXIST GAS METER EXIST SEWER CLEANOUT

EXIST ELECTRIC ABOVE GROUND EQUIPMENT

EXIST TELEPHONE PEDESTAL —

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EXIST WATERLINE, METER & VALVE

—⊗—— NEW WATERLINE. METER & VALVE

SYSTEM OWNER

BILLY & BONNIE LLC ATTN: BETH CHAMBERS 323 S LEE ST ST DAVID, AZ 85630 sweetpringsmhp@gmail.com (541) 207-6340

SHEET INDEX

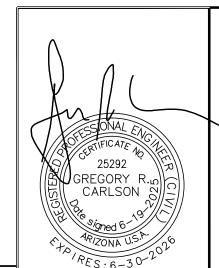
1..... GENERAL NOTES, OVERVIEW MAP

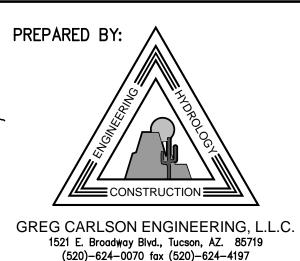
2..... EXISTING UTILITIES PLAN

3..... NEW WATER LOCATION PLAN

4 -7 WATER DISTRIBUTION PLANS 8 NEW WATER STORAGE AND BOOSTER RE-LOCATION

9 - 10 . . . DETAILS





e-mail: gceng@gceng.biz

NEW WATER STORAGE AND BOOSTER RE-LOCATION

SWEET SPRINGS MOBILE HOME PARK ST DAVID AZ

LOCATED IN THE NW 1/4 QUARTER OF SECTION 04, T18S, R21E, G&SRM COCHISE CO., ARIZONA

HORIZ: <u>1"=600'</u> REF: <u>—</u> SCALES;

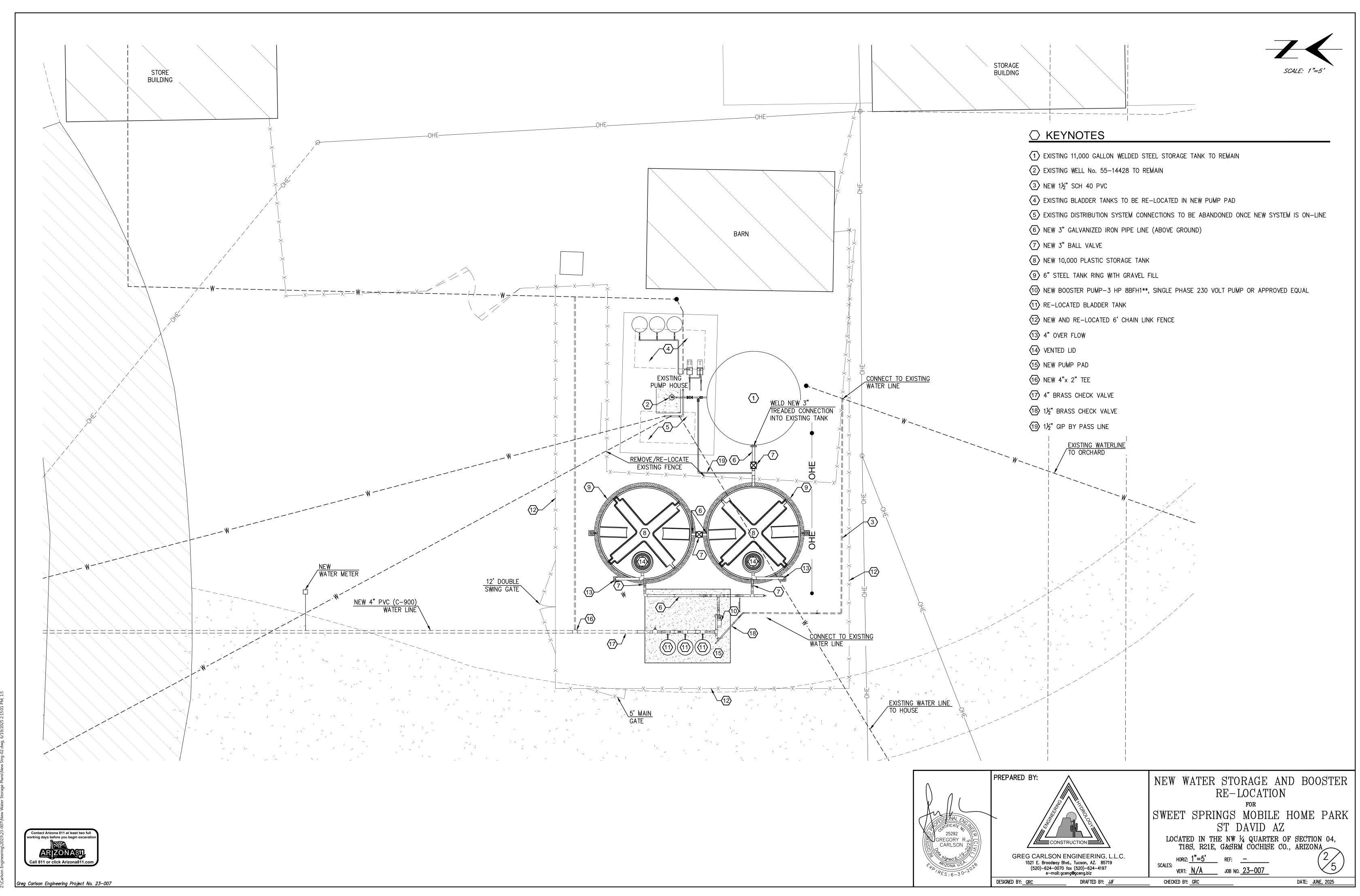
VERT: <u>N/A</u> JOB NO. <u>23</u>—007 DESIGNED BY: GRC DRAFTED BY: JJF CHECKED BY: GRC DATE: JUNE, 2025

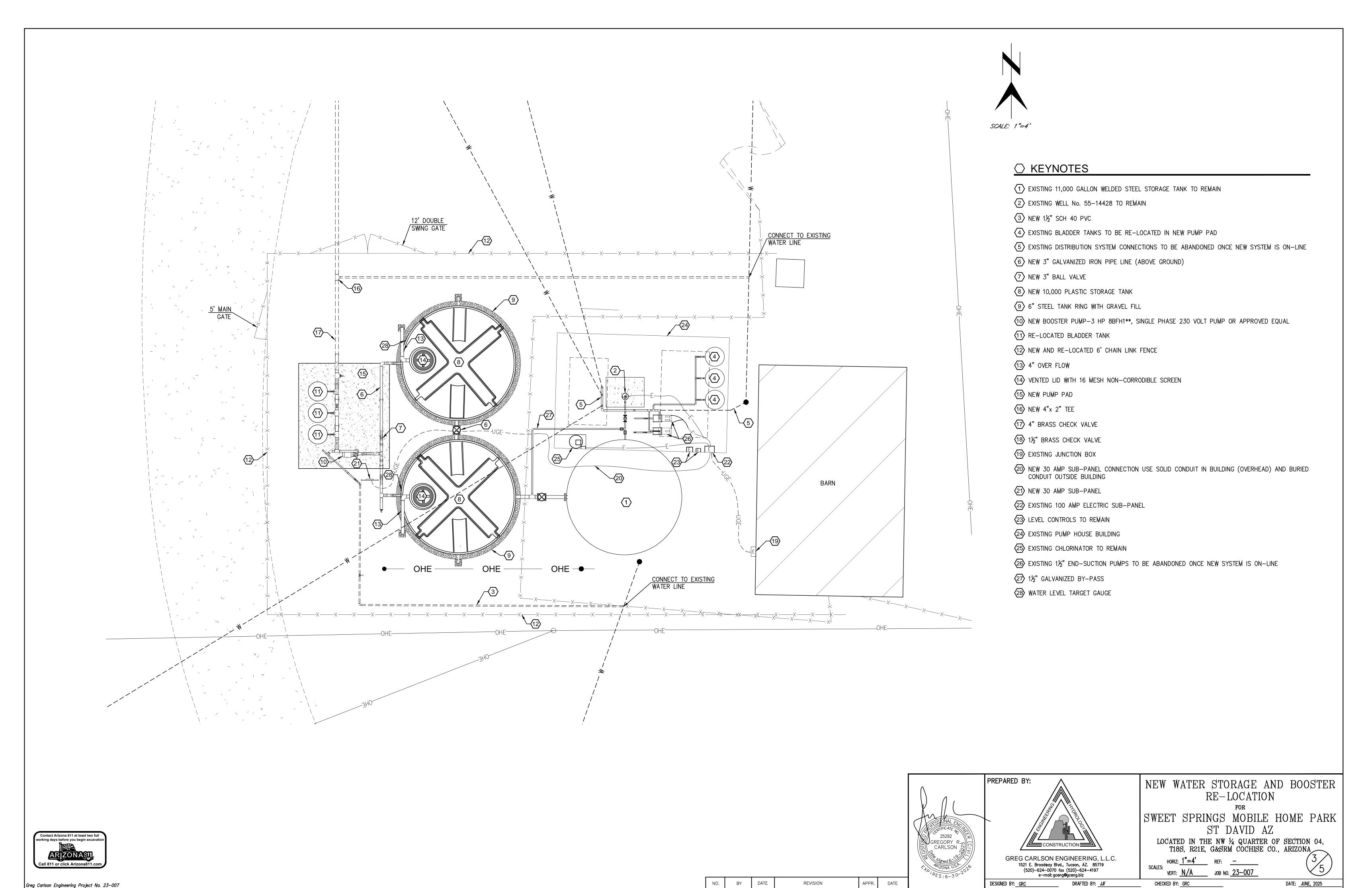


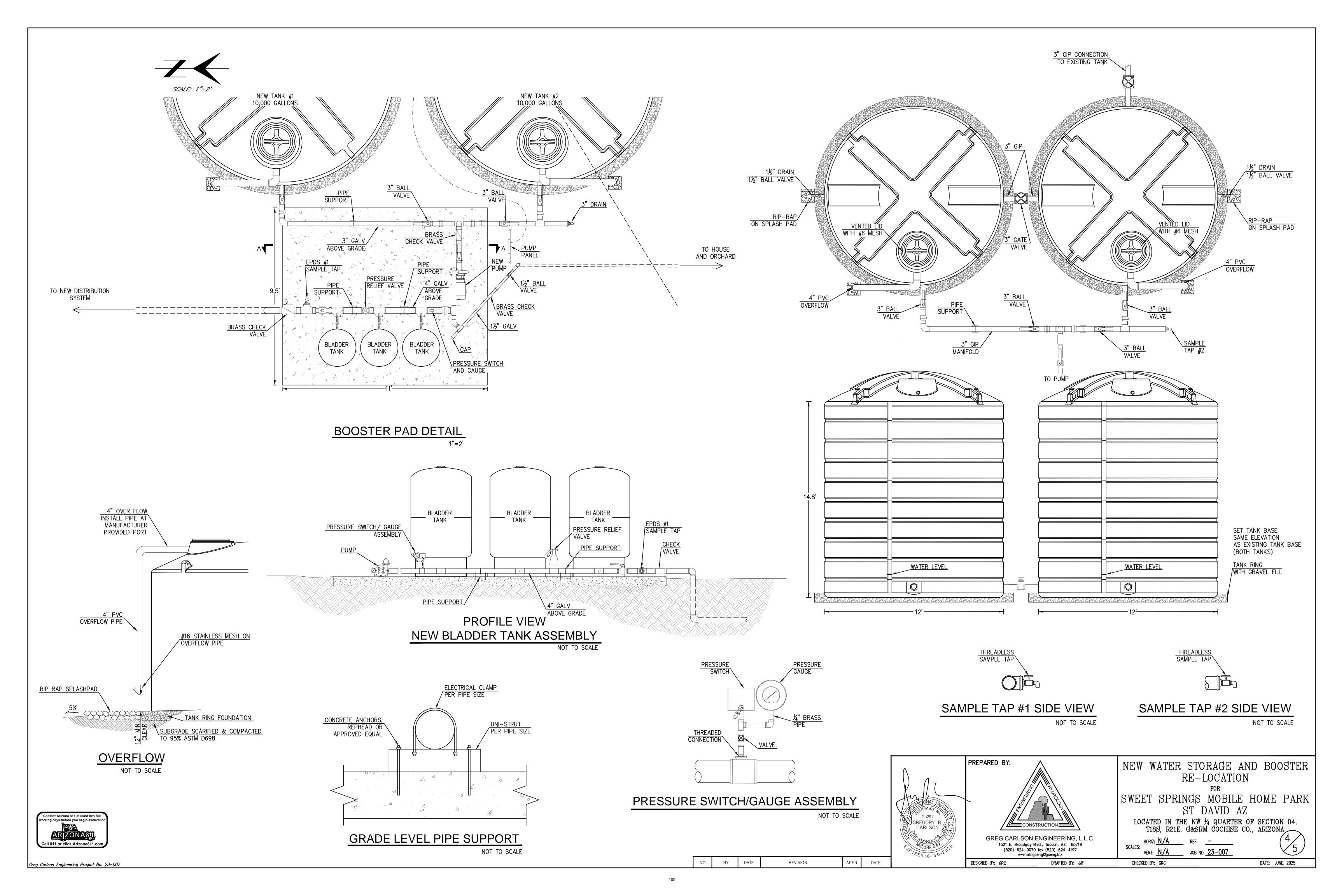
APPR. DATE BY DATE REVISION

Greg Carlson Engineering Project No. 23-007

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RESTORE AT LEAST THE UPPER 2" OF TRENCH TO MATCH TRE-CONSTRUCTION CONDITION NATIVE MATERIAL PLACED IN 6"-8" LOOSE LIFTS AND COMPACTED TO 90% OF STANDARD PROCTOR 36" MIN COVER UP TO 8" PIPE (ASTM D698) AT $\pm 2\%$ OPTIMUM MOISTURE CONTENT 48" MIN COVER 12" AND GREATER TRACER WIRE FOR PVC ONLY (#12 AWG) PIPE BEDDING MATERIAL (50/50 MIX SAND WITH PVC WATER PIPE ¾" CHIPPED BEDDING WITH NO MORE THAN 20% SMALLER AND 15% FINES)

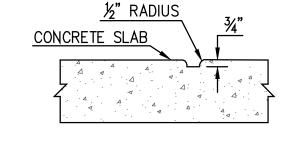
BURIED PIPE TRENCH DETAIL

NOT TO SCALE

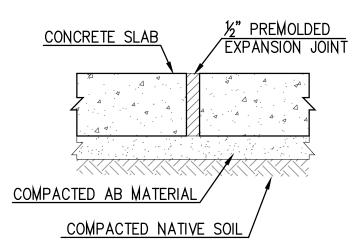
GALVANIZED IRON PIPE

CONSTRUCTION NOTES:

- 1. WATER PIPE MUST BE PLACED ON 4" OF BEDDING MATERIAL WITH LESS THAN 2.5° JOINT DEFLECTIONS.
- 2. PIPE SHADING MUST COMPLETELY COVER PIPE HAUNCHES AND 12" OVER
- 3. PLACE DETECTOR TAPE DIRECTLY ABOVE CENTER LINE OF PIPE ON PIPE BEDDING MATERIAL.
- 4. NATIVE MATERIAL MAT NOT BE POURED GREATER THAN 8" THICK LIFTS WHEN BACKFILLING AND COMPACTION.
- 5. ALL COMPACTION MUST BE DONE BY MECHANICAL VIBRATORY OR JUMPING JACK METHODS USING EQUIPMENT SPECIFICALLY AND SOLELY DESIGNED FOR EARTH COMPACTION.
- 6. WRAP BELOW GROUND GIP PIPE RISER AND FITTINGS WITH POLY TAPE AND EXTEND TAPE AT LEAST 12-IMCHES ABOVEGROUND. (SEE TYP ABOVE GROUND TO UNDERGROUND PIPE TRANSITION)



CONTROL JOINT NOT TO SCALE



EXPANSION JOINT FOR FLUSH SURFACES

ELASTOMERIC JOINT CAULKING

CONCRETE SLAB

COMPACTED AB MATERIAL

COMPACTED NATIVE SOIL

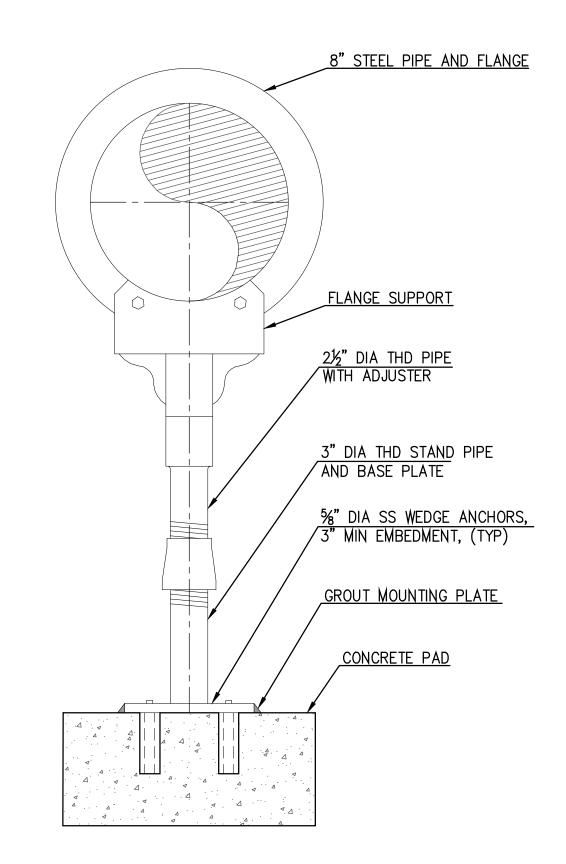
12" BUILT OP TO SLOPE AWAY FROM RAISED PAD

NOT TO SCALE

EXPANSION JOINT FOR

IRREGULAR SURFACES HEIGHTS

NOT TO SCALE

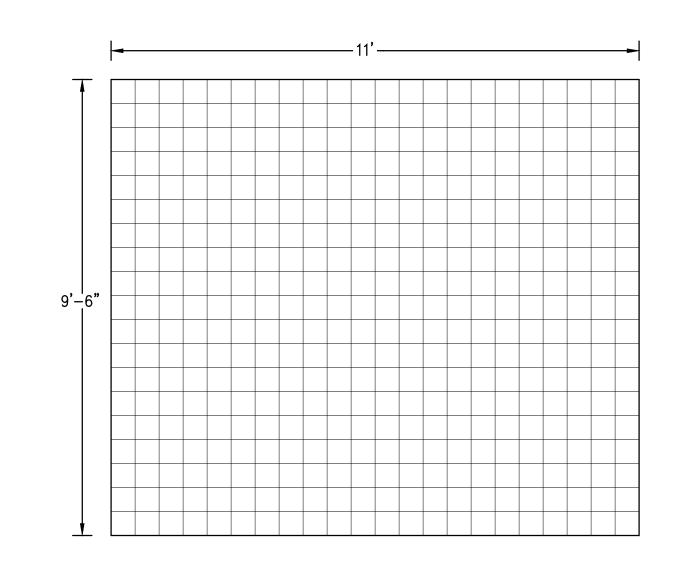


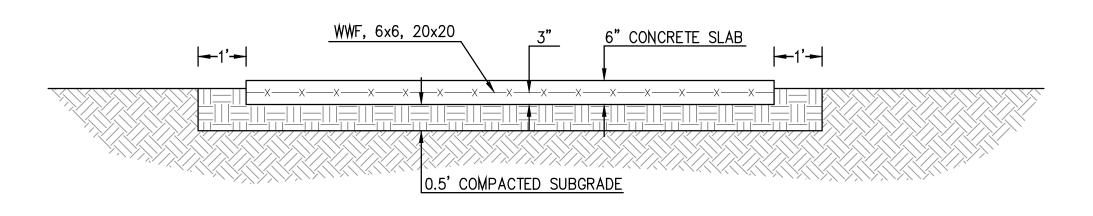
PIPE STANCHION WITH FLANGE

NOT TO SCALE

PIPE STANCHION NOTES:

- 1. WHERE SHOWN, USE VALVE SUPPORT WITH SADDLE RADIUS TO MATCH VALVE BODY.
- 2. STANCHION PIPE WILL BE CARBON STEEL, PRIMED AND PAINTED TO MATCH PIPE.
- 3. FOR PIPE SUPPORT BLOCK STRUCTIRAL FILL TO BE PLACED 1' LATERALLY BEYOND THE PAD NAD AT LEAST 2' BELOW PAD. STRUCTURAL FILL TO BE COMPACTED IN 8' LIFTS TO 98% STANDARD PROCTOR (ASTM 698) @ ±2% OPTIMUM MOISTURE.
- 4. ALL CONCRETE TO BE MINIMUM 4,000 PSI STRNGTH WITH NO REBAR.
- 5. PIPE STANCHION SUPPORT BLOCK WILL BE OF THE DIMENSIONS 12"x 12"x 18" DEEP.





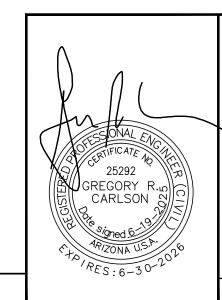
TYP ABOVE GROUND TO UNDERGROUND PIPE TRANSITION

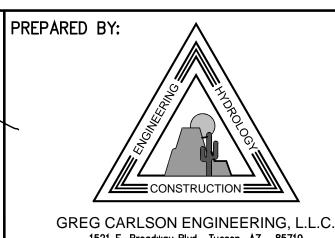
NOT TO SCALE

AWWA C900 PVC

BOOSTER PUMP DETAIL

NOT TO SCALE





RE-LOCATION SWEET SPRINGS MOBILE HOME PARK

NEW WATER STORAGE AND BOOSTER

ST DAVID AZ LOCATED IN THE NW 1/4 QUARTER OF SECTION 04, T188, R21E, G&SRM COCHISE CO., ARIZONA

HORIZ: N/A REF; — SCALES:

VERT: N/A JOB NO. 23-007



Greg Carlson Engineering Project No. 23-007

VERT-90° BEND

DATE APPR. REVISION

110

DATE

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CHECKED BY: GRC

DATE: JUNE, 2025