

Santa Cruz County

Pierson Field Playground

Bid No. B-04-26-C077

Community Development Block Grant
Contract No. 116-26



Full bid packet is available on line only at [County Bids and Solicitations](#)

Bids are due no later than 3 p.m. Arizona Time (MST)

Friday, July 24, 2026
at the office of the Clerk of the Board of Supervisors
Santa Cruz County
2150 North Congress Drive, Suite 119
Nogales, AZ 85621



TABLE OF CONTENTS

Main Document

Cover Page	i
Important Dates	ii
Notice to Bidders	1
Invitation to Bid	3
Instructions to Bidders	6
Bid Submission Requirements	—
General Specifications	24
Maps / Attachments	33-34
Exhibits Index	v / 35-36

Section A – Environmental Conditions

Environmental Conditions	80
--------------------------	----

Section B – CDBG Compliance

CDBG Compliance Documents	85
---------------------------	----

Section C – General Conditions & Special Provisions

General Conditions & Special Provisions	140
---	-----

Exhibits

Exhibit 1 – Documents to Submit with Bid	37
Exhibit 2 – Bid Exceptions / Deviations / Projects	38
Exhibit 3 – Bid Form & Bid Schedule	39-41
Exhibit 4 – Subcontractors / Suppliers List	42
Exhibit 5 – Non-Collusion Affidavit	43-44

Exhibit 6 – Workers Compensation Certification	45
Exhibit 7 – Insurance Certification	46
Exhibit 8 – Proposal Security (Bid Bond)	47-48
Exhibit 9 – Statutory Payment Bond	49-50
Exhibit 10 – Statutory Performance Bond	51-52
Exhibit 11 – Notice of Intent to Award	53
Exhibit 12 – Notice of Award	54-55
Exhibit 13 – Notice of Non-Award	56
Exhibit 14 – Notice to Proceed	57
Exhibit 15 – Application for Payment	58-59
Exhibit 16 – Change Order	60
Exhibit 17 – Certificate of Completion	61
Exhibit 18 – Certificate of Substantial Completion	62
Exhibit 19 – Contract Agreement	63-77
Exhibit 20 – Acknowledgement of Addenda	78
Exhibit 21 – Sections A-C Reference	79

INVITATION TO BID¹

PIERSON FIELD PLAYGROUND B-04-26-CO77 CDBG #116-26

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

Project Description

The successful bidder will oversee final playground component selection and design and complete installation at Pierson Field at 451 North Arroyo Boulevard in Nogales, Arizona. Work to be performed includes:

Work Item	Specification
1. Playground Components Selection and Site Layout	In consultation with the Nogales Unified School District and Santa Cruz County, provide final layout and design for playground structure and any related amenities
2. Installation of Playground Structure	As per manufacturer's specifications and industry standards

Santa Cruz County is interested in bids with site layout for an ages 5-12 universally accessible playground to create an area with elements that stimulate and encourage involvement for all ages and abilities that meets the American Society of Landscape Architects' Professional Practice features of universally designed playgrounds. The proposed new structures will provide universally accessible and ADA compliant recreation opportunities. The Bidder must provide up to two (2) conceptual color renderings (focused on the theme colors for Pierson School) of the proposed location and layout with use zones of the playground and a sample list of proposed playground components/equipment. Attachment 1 shows the site location and the Pierson School mascot and colors.

BID SECURITY Each proposal shall be accompanied by a cashier's check, certified check, or bid bond in the amount of ten percent (10%) of the proposal, payable to Santa Cruz County, as security for the acceptance of the contract. 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 Santa Cruz County. Said bid security shall be considered liquidated damages and shall be forfeited to the County in the event the Bid is accepted and the successful bidder fails to execute the contract and furnish the required bonds within ten (10) working days after the notice of bid award.

WITHDRAWAL OF BIDS No bidder may withdraw his proposal within ninety (90) calendar days after the date set for opening thereof. This time frame may be adjusted through material agreement between the County and Contractor.

AWARD OF CONTRACT The right to accept any bid in whole or in part, to reject any or all proposals in whole or in part, and to waive irregularities in bidding is reserved by Santa Cruz County. Portions of this Contract may be deleted due to unforeseen circumstances without compensation. Acceptance of any bid does not constitute a binding agreement until a written Contract is signed by both parties. Federal financial

¹ For purposes of this IFB only, the terms "bidder(s)" and "contractor(s)" have the same meaning.

IMPORTANT DATES

B-04-26-CO77

Pierson Field Playground

CDBG Contract #116-26

(Dates may be subject to change. All times are in Arizona Time.)

ACTIVITY	DATE/TIME
Bid Packet Release/Advertisement	June 17, 2026 at 9:00 A.M.
Pre-Bid Meeting	July 6, 2026 at 9:00 A.M.
Deadline to Submit Questions on Bid Packet	July 10, 2026 at 3:00 p.m.
Deadline to Submit Bids	July 24, 2026 at 3 P.M.
Award Recommendation to County Board of Supervisors	TBD

NOTICE TO BIDDERS

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG # 116-26

Notice is hereby given that the Office of the Clerk of the Santa Cruz County Board of Supervisors (“Clerk”) is requesting bids pursuant to an Invitation for Bids (IFB) on the following federally funded project:

Pierson Field Playground

WHERE TO OBTAIN IFB PACKET:

You may obtain an IFB packet at the following website:

[Bids & Solicitations | Santa Cruz County, AZ - Official Website](#)

PRE-BID MEETING:

A **Pre-Bid Meeting** will held on **Monday, July 6, 2026 at 9:00 A.M. (ARIZONA TIME)** at Pierson Field at 451 North Arroyo Boulevard, Nogales, Arizona.

BID LABELING INSTRUCTIONS:

Bidders must label their bids on the outside of the package as follows:

CONSTRUCTION BID
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26

WHERE TO SUBMIT BID:

Bidders must submit **A THUMB DRIVE CONTAINING THE ENTIRE BID plus ONE (1) ORIGINAL AND ONE (1) COPY** of the bid to the following person and address:

Attention: Alma Schultz, Clerk of the Board
Santa Cruz County Board of
Supervisors Santa Cruz County Complex
2150 North Congress Drive, Suite 119
Nogales, Arizona 85621

Bidders are responsible for the submission of their bids and should direct their couriers or package delivery companies (e.g., UPS, FedEx, etc.) to deliver bids to the Clerk of the Santa Cruz County Board of Supervisors (“Clerk”). Bidders are responsible for ensuring their bids are received by the Clerk on or before the Bid Submittal Deadline. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified in the solicitation document.

Bids that are mailed to an incorrect address or received after the Bid Submittal Deadline will be returned unopened to the sender and will not be considered for an award of contract. The governing time for the all Bid Deadlines is Arizona Time.

DEADLINE TO SUBMIT BID:

Bids must be submitted on or before **Friday, July 24, 2026 at 3:00 P.M. (ARIZONA TIME)** and they will be publicly opened and read shortly thereafter.

DEADLINE TO SUBMIT QUESTIONS ON IFB:

Any questions about this IFB must be e-mailed on or before **Friday, July 10, 2026 at 3:00 P.M. (ARIZONA TIME)** to the following person:

Mary Dahl, Special Projects & Chris Young, Deputy County Manager
mdahl@santacruzCountyaz.gov
&
cwyoung@santacruzcountyaz.gov
&
William D. Osborne
AICP, Community & Economic Development Manager
wosborne@seago.org

It is the sole responsibility of the bidder to comply with any and all addenda issued during this IFB action. Small business enterprises and disadvantaged business firms are encouraged to participate.

Mary Dahl, Special Projects
Santa Cruz County

Published: *Nogales International* Newspaper on June 17 & 24, 2026.

LIST OF EXHIBITS

- EXHIBIT 1 DOCUMENTS TO BE SUBMITTED WITH BID
- EXHIBIT 2 BID EXCEPTIONS / DEVIATIONS INFORMATION / SIMILAR
PROJECTS EXHIBIT 3 BID FORM
- EXHIBIT 4 LIST OF SUB-CONTRACTORS / MATERIAL SUPPLIERS
- EXHIBIT 5 AFFIDAVIT
- EXHIBIT 6 WORKER'S COMPENSATION INSURANCE COVERAGE
CERTIFICATION EXHIBIT 7 INSURANCE COVERAGE CERTIFICATION
- EXHIBIT 8 PROPOSAL SECURITY BOND CERTIFICATION
- EXHIBIT 9 STATUTORY PAYMENT BOND
- EXHIBIT 10 STATUTORY PERFORMANCE BOND.
- EXHIBIT 11 NOTICE OF INTENT TO AWARD CONTRACT ("NOTICE")
- EXHIBIT 12 NOTICE OF AWARD OF CONTRACT ("NOTICE")
- EXHIBIT 13 NOTICE OF NON-AWARD OF CONTRACT
- EXHIBIT 14 NOTICE TO PROCEED
- EXHIBIT 15 APPLICATION FOR PAYMENT
- EXHIBIT 16 CHANGE ORDER
- EXHIBIT 17 CERTIFICATE OF COMPLETION
- EXHIBIT 18 CERTIFICATE OF SUBSTANTIAL COMPLETION
- EXHIBIT 19 CONTRACT
- EXHIBIT 20 ADDENDA
- EXHIBIT 21 SECTIONS A - C

assistance from the Community Development Block Grant Program (CDBG) is being provided for this project and thus all contractors are required to comply with applicable federal guidelines and requirements.

COMPLIANCE WITH BUILD AMERICA BUY AMERICA ACT This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project, and that the contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin, in accordance with Executive Order 11246 Equal Employment Opportunity and Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity.

COMPLIANCE WITH DAVIS BACON, ANTI-KICKBACK ACT, AND OSHA The Contractor and sub-contractors must comply with Davis Bacon Act July 2nd, 1964 (Title 40§ 276A), all United States Department of Labor Regulations and standards Title 29, 1, 3 and 5, Title 18, U.S. C., Section 874 known as “Anti-Kickback Act,” and the Federal Occupational Safety and Health Act of 1970. **COMPLIANCE WITH SAM AND UEI** Unless exempt from these requirements under OMB guidance at 2 CFR Part 25 (e.g., individuals), applicants must: 1. Be registered in the System for Award Management (SAM) prior to submitting a proposal under this announcement. SAM information can be found at sam.gov, 2. Maintain an active SAM registration with current information at all times during which it has an active federal award or an application or proposal under consideration by a federal awarding agency, and 3. Provide a valid Unique Entity Identifier (UEI) number in each application or proposal it submits to the agency). Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities. Applicants shall register as an entity or request a UEI number, at no cost, by visiting the SAM website at www.sam.gov. If an applicant fails to fully comply with these requirements by the time the contract is ready to be awarded, it may be determined that the applicant is not qualified to receive an award and use that determination as a basis to make an award to another applicant. 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.

MISCELLANEOUS The proposer should prepare a detailed time schedule for completion. The successful proposer will be required to lend all possible assistance to S E A G O in the preparation, investigation and documentation necessary for compliance with all applicable federal Labor Standards/Davis-Bacon and other requirements of ADOH. The successful proposer should be prepared to comply with all local, state and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include 2 CFR 200, Executive Orders and the Arizona Administrative Code.

BIDS To be considered, *one (1) original and one (1) copy* of the Bid plus a thumb drive containing the entire bid must be provided and in accordance with the Instructions to Bidders included in the bid package.

Sealed bids will be received in the office of the Clerk of the Board, Santa Cruz County, located at 2150 N. Congress Drive Room 119, Nogales, AZ 85621, until 3 p.m., on July 24, 2026 at which time all bids received will be opened and the amount of the total bid read aloud. Failure of the proposer to complete all of the bid documents may result in rejection of the Bid. All bids shall be identified as

BID NUMBER: B-04-26-CO77
CDBG #116-26”

Copies of the contract documents in electronic format may be obtained on the Santa Cruz County website ([Bids & Solicitations | Santa Cruz County, AZ - Official Website](#)). Bidders are responsible for monitoring the website referenced above for notifications of changes and addenda related to this project.

For correspondence, questions and/or clarifications of the bidding procedure and clarifications; correspondence and/or questions concerning the plans or specs, please contact Mary Dahl at mdahl@santacruzcountyaz.gov or 520-375-7681 or

William D. Osborne
AICP, Community & Economic Development Manager
wosborne@seago.org

The County will conduct a pre-bid conference and site inspection on Monday, July 6, 2026 at 9:00 A.M. at the project site at Pierson Field (451 North Arroyo Blvd. in Nogales, AZ). Individuals with special accessibility needs, may contact Mary Dahl at 520-375-7681 at least seventy-two (72) hours prior to the meeting.

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

If information of a material matter is provided in response to any correspondence or question or if a clarification is issued by the County, a copy of the question and answer will be posted on the County website referenced above. This response shall serve as an addendum to the advertised call for bids.

The County of Santa Cruz reserves the right to accept the lowest, responsible bid; to consider alternatives; to reject any or all bids; and to waive irregularities or information in any bid. Bids received after the specified time of closing will be returned unopened. The County 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.

Santa Cruz County is an Affirmative Action/Equal Opportunity Employer.

INSTRUCTIONS TO BIDDERS

CONSTRUCTION BID
BOYS AND GIRLS CLUB
IMPROVEMENT PROJECT BID
NUMBER: B-04-26-CO77
CDBG #116-26

INTRODUCTION

Santa Cruz County is soliciting sealed bids for a Community Development Block Grant project called the Pierson Field Playground (CDBG #116-26).

ACCEPTANCE PERIOD

Unless otherwise specified herein, bids must remain open and firm for a period of **FORTY-FIVE (45) DAYS** from the date of bid opening for inspection purposes.

ACCESSIBILITY

The Bidders must fully inform themselves regarding any peculiarities and limitations of the workspaces available for the performance of work under this contract. Bidders must exercise due and particular caution to determine that all parts of the work are made quickly and easily accessible.

ADDENDA ACKNOWLEDGMENT

Each bid must include specific acknowledgment in the space provided of the receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the bid being rejected as nonresponsive.

AFFIDAVIT OF NON-COLLUSION

Arizona Revised Statutes (A.R.S.) § 34-253 requires an “Affidavit of Non-Collusion” from each bidder. A Bidder who fails to provide this affidavit to the County shall have its bid disqualified. The form for the affidavit is provided in this solicitation. The affidavit must be signed before a Notary Public to be considered valid.

AGREEMENT

Submission of a signed bid will be interpreted to mean that Bidder has agreed to all the terms and conditions of this solicitation. Bidder’s signed bid and the County’s written acceptance of the bid and/or purchase order will constitute a contract.

AUTHORIZED SIGNATURES

Every bid must be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the work. Upon request of the County, any agent submitting a bid on behalf of a Bidder must provide a current power of attorney certifying the agent’s authority to bind the Bidder.

1. ***Individuals.*** If an individual makes the bid, his or her name, signature, and mailing address must be shown.
2. ***Firms and Partnerships.*** If a firm or partnership makes the bid, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
3. ***Corporations.*** If a corporation makes the bid, the bid must show the name of the state under the

laws of which the corporation is chartered, the name and mailing address of the corporation, and the title of the person signing on behalf of the corporation. Upon request by the County, the corporation must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the bid to execute contracts on behalf of the corporation.

AWARD OF CONTRACT

1. **Supplies, Materials, Equipment, And Contractual Services (Other Than Professional Services) Not Subject to A.R.S. Title 34, Chapter 2:** A contract will be awarded to the lowest responsible bidder whose bid conforms to the Invitation for Bids (IFB) and is most advantageous to the County in terms of price, conformity to the specifications, and other factors.
2. **Services Subject To ARS Title 34, Chapter 2:** A contract will be awarded to the lowest responsible bidder.

BID FORM

Bids must be submitted on the County's bid forms or else they will be rejected.

BID OPENING AND BID RESULTS

Bids are opened publicly in the office of the Clerk and interested parties are invited to attend. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be provided to interested parties upon request. You may request a tabulation of bids by calling or emailing Mary Dahl – mdahl@santacruzcountyaz.gov, 520-375-7681.

BID SUBMITTAL

Bidders must submit **ONE (1) ORIGINAL AND ONE (1) COPIES** of their bid and a thumb drive containing the complete bid to the following address:

Attention: Alma Schultz, Clerk Santa Cruz
County Board of Supervisors Santa Cruz
County Complex
2150 North Congress Drive, Suite 119
Nogales, Arizona 85621

1. Mailing/Delivery Requirements

Bids must be submitted in a sealed envelope bearing the name of the Bidder, mailing address, phone number, as well as the project name, type of construction, and bid number (PIERSON FIELD PLAYGROUND / BID NUMBER: B-04-26-CO77 – CDBG #116-26) in accordance with the instructions provided in the foregoing "Notice To Bidders." No oral, electronic, telegraphic, or telephonic bids will be considered unless otherwise specified herein. Bidders are responsible for the submission of their bids and should direct their couriers or package delivery companies (e.g., UPS, FedEx, etc.) to deliver bids to the office of the Clerk.

2. Section Separation Requirements

Do not use tabs for section separation. Instead, use 8.5 inch x 11 inch plain or colored sheets of paper for section separation and label the section separator.

BID SUBMITTAL DEADLINE

The Bid Submittal Deadline (Friday, July 24, 2026 at 3 PM) is show shown on the foregoing "Notice to Bidders". Bids must arrive at the office of the Clerk before the Bid Submittal Deadline. The governing time

for the Bid Submittal Deadline is Arizona Time. Bids will not be opened or revealed before this deadline. Bids received after the deadline are untimely and will not be considered for an award of contract. Bids that are mailed to an incorrect address or received after the Bid Submittal Deadline will be returned unopened to the sender and will not be considered for an award of contract. Bidders are responsible for ensuring their bids are received by the Clerk on or before the Bid Submittal Deadline.

BID SUBMITTAL DEADLINE. EXTENSION OF

The County reserves the right to change the Bid Submittal Deadline when it is in the best interest of the County.

BID WITHDRAWAL

Bidders' authorized representatives may withdraw bids only by written request received by Mary Dahl, Special Projects at mdahl@santacruzcountyaz.gov on or before the Bid Submittal Deadline and before bids are open. Thereafter, Bidders may not withdraw their bids for a period of **FORTY-FIVE (45) DAYS** from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw his or her bid.

BRAND NAMES

The manufacturer's names, trade names, brand names, model numbers, and catalog numbers if used in these specifications are used for the purpose of describing and establishing general quality levels. These references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

CANCELLATION OF SOLICITATION

The County may cancel this solicitation at any time when the County deems it to be in its best interest.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS

Bidder hereby agrees that the material, equipment, and services offered will meet all of the requirements of the specifications in this solicitation unless deviations from them are *clearly indicated* in the Bidder's response. Bidder may submit an attachment entitled, "Exceptions to Specifications," which must be signed by Bidder's authorized representative. An explanation must be made for each item in which an exception is taken, providing—in detail—the extent of the exception and the reason why it is taken. *Bids failing to comply with this requirement will be considered non-responsive.* Submittal of brochure or other manufacturer literature is desirable but may not be used as a substitution for this requirement.

CONTRACT, COMBINATION OR CONSPIRACY TO RESTRAIN TRADE OR COMMERCE; VIOLATION; CLASSIFICATION

Pursuant to A.R.S. § 34-252, a person who enters into any contract, combination, conspiracy or other act in restraint of trade or commerce which is unlawful under title 44, chapter 10, and article 1 is guilty of a class 4 felony if the contract, combination, conspiracy or other unlawful act in restraint of trade or commerce involves:

1. A contract between a governmental agency and a person for the purchase of equipment, labor or materials or for the construction or repair of highways, buildings or structures, or additions or alterations to highways, buildings or structures.
2. A subcontract with a Bidder or proposed Bidder for a governmental agency for the purchase of equipment, labor or materials or for the construction or repair of highways, buildings or structures, or additions or alterations to highways, buildings or structures.

CONTRACT LENGTH

This IFB is for awarding a lump sum price contract to cover a **THIRTY (30) CONSECUTIVE DAYS** construction period from the date of the “Notice to Proceed” on the SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / PIERSON FIELD PLAYGROUND / BID NUMBER: B-04-26-CO77 – CDBG #116-26.

CORRECTIONS OR MODIFICATIONS TO BIDS

The following rules apply to corrections or modifications made to bids before the Bid Submittal Deadline:

1. ***Authorize Modification.*** All modifications must be made in ink, properly initialed by Bidder’s authorized representative, executed, and submitted in the same form and manner as the original bid. Bids that contain omissions or improper erasures or irregularities may be rejected.
2. ***Withdraw, Modify, and Resubmit.*** Any Bidder who wishes to make modifications to a bid already submitted to the County must withdraw their bid to make the modifications. A Bidder’s authorized representative may withdraw the bid only by written request received by the Clerk before the Bid Submittal Deadline. It is the responsibility of the Bidder to ensure that modified or withdrawn bids are resubmitted before the Bid Submittal Deadline.
3. ***Prohibited Modifications.*** No oral, electronic, telegraphic, or telephonic modifications will be accepted.

DISQUALIFICATION OF BIDDER

If there is reason to believe that collusion exists among the bidders, the County may refuse to consider bids from the participants in such collusion. No person, firm, or corporation under the same or different name, may make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-bid to a bidder or who has quoted prices on materials to a bidder is not thereby disqualified from submitting a sub- bid or quoting prices to other bidders.

A reasonable ground for believing that a bidder is interested in more than one bid—for the same project—will cause the rejection of all bids by the bidder. If there is reason to believe that collusion exists among the bidders, the County may refuse to consider bids from the participants of any such collusion. Bidders must submit, as part of their bid documents, a notarized “Non-Collusion Affidavit,” attached hereto as “*Exhibit 5*” and incorporated herein by this reference.

DOCUMENTS TO BE RETURNED WITH BID

Failure to completely execute and submit the required documents before the Bid Submittal Deadline may render a bid non-responsive. These documents are listed on the form entitled, "Documents to Be Submitted with Bid," attached hereto as “*Exhibit 1*” and incorporated herein by this reference.

EXAMINATION OF SOLICITATION DOCUMENTS

It is the responsibility of the Bidder to carefully and thoroughly examine and fully inform themselves as to the conditions and requirements of the legal and procedural documents, terms and conditions, bid forms, specifications, drawings, plans, and any addenda, hereinafter referred to as “Solicitation Documents.” Bidder must be satisfied as to the character, quantity, and quality of work to be performed and the materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Solicitation Documents. Bidder will in no way be relieved from any obligations with respect to the bid or contract due to failure or neglect to examine the Solicitation Documents.

The submission of a bid will constitute an acknowledgment upon which the County may rely on that the bidder has thoroughly examined and is familiar with the Solicitation Documents. The failure or neglect of a bidder to receive or examine any of the Solicitation Documents will in no way relieve the bidder from

any obligations with respect to the bid. No claim will be allowed for additional compensation that is based upon a lack of knowledge of the Solicitation Documents.

EXPERIENCE AND COMPETENCY

The ideal Bidder should have performed **THREE (3)** projects similar in size and scope to this project. Bidder must submit list and detailed descriptions of applicable projects with bid (use Exhibit 2 or separate sheet). The County reserves the right to deviate from this requirement if, in its sole discretion, it is advantageous for the County to do so. Bidder must possess applicable CONTRACTOR'S License for the work called for in the Solicitation Documents.

FEDERAL AID CONTRACTS

Pursuant to A.R.S. § 34-244, if any provision or condition of this article or §§ 34-301, 34-302 or 38-481 conflicts with any provision of federal law or any rule or regulation made under federal law pertaining to federal aid contracts, such provision or condition will not apply to federal aid contracts. However, all provisions or conditions of sections that are not in conflict will apply to the federal aid contracts.

FORMS

Bids must be made on the blank forms prepared and provided by the County. Bids must give the prices proposed (both in writing and in figures when required), provide all other information requested, and must be signed by the Bidder's authorized representative. The County may provide some documents or pages in this solicitation on colored pages; these pages should be completed and returned with your bid.

1. **Notice to Bidders.** Follow all instructions provided in the foregoing "Notice to Bidders" herein.
2. **Lump Sum Pricing.** This project has a lump sum pricing format that consists of separate bid items as defined in the project specifications.
3. Bidders must include in their bid all materials, labor, equipment, services, overhead, profit, taxes, bonds, and other costs required for the completion of work.
4. **Completion of Documents.** Bidders must complete and submit all required documents. Bidders should refer to the "Documents to Be Submitted With Bid," attached hereto as "*Exhibit 1*" and incorporated herein by this reference. Failure of Bidder to complete and return all required bid documents might result in the rejection of a bid.
5. **Addenda.** If changes are made to the IFB, the County will notify all interested persons by issuing addenda on the County Bids and Solicitation webpage. Addenda to the solicitation become part of the County's approved plans. Bidders must acknowledge addenda in the manner set forth in the "Instructions to Bidders" section of this IFB.
6. **Bids from Individuals.** If an individual makes a bid, his or her name, signature, and post office address must appear on the bid.
7. **Bids from Firms or Partnerships.** If a firm or partnership makes the bid, the name and mailing address of the firm or partnership *and* the signature of at least one of the general partners must appear on the bid.
8. **Bids from Corporations.** If a corporation makes the bid, the bid must show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, *and* the title of the person who signs on behalf of the corporation. Additionally, a *certified copy* of the

bylaws or resolution of the board of directors of the corporation must be furnished showing the authority of the officer signing the bid to execute contracts on behalf of the corporation.

INDELIBLE SIGNATURES, PRICES, ETC.

All information, prices, notations, signatures, and corrections must be indelible (i.e., not pencil). Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the bid.

INDEPENDENT BIDDER

Bidder covenants that it presently has no interest, and must not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Bidder further covenants that, in the performance of this contract, no SUB-CONTRACTOR or person having such an interest must be employed. Bidder certifies that to the best of his or her knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the COUNTY. It is expressly agreed by Bidder that in the performance of the services required under this contract, Bidder, and any of its SUB- CONTRACTORS or employees, will at all times be considered independent Bidders.

Neither Bidder, nor Bidder's officers, agents, or employees must be considered employees of the COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Bidder must be responsible for payment of all federal, state, and local taxes associated with the compensation received pursuant to this contract and must indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Bidder's failure to pay such taxes. Bidder will be solely responsible for program development and operation.

INFORMED BIDDERS

Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

LATE BIDS

Late bids *will not be considered* and will be returned to bidders unopened. It is the Bidder's responsibility to ensure that their bids have sufficient time to be received by the Clerk before bid opening. Additionally, it is the bidder's responsibility to ensure that its bid is delivered to the office of the Clerk.

LAWS, BIDS MUST COMPLY WITH

All bids must comply with current federal, state, local, and other applicable laws. The successful bidder also must be prepared to comply with all local, state, and federal safety and environmental requirements.

COMPLIANCE REQUIREMENTS FOR A.R.S. §41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT

1. The CONTRACTOR warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A, which states: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer."
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the CONTRACTOR may be subject to penalties up to and

including termination of the contract.

3. Failure to comply with a State audit process to randomly verify the employment records of CONTRACTORS and SUB-CONTRACTORS shall be deemed a material breach of the contract and the CONTRACTOR may be subject to penalties up to and including termination of the contract.

4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the CONTRACTOR or SUB-CONTRACTOR is complying with the warranty under A.R.S. §23-214, Subsection A.

MEASUREMENTS

It is the responsibility of the Bidder to make all measurements to determine his or her bid price. The County will not be responsible for determining the quantities of materials necessary to complete the work specified.

MODIFICATION OF BIDS

(See foregoing “Corrections or Modifications to Bids” section.)

NOMENCLATURES

The terms "CONTRACTOR," "Successful CONTRACTOR," and "Successful Bidder," may be used interchangeably herein, and must refer exclusively to the firm with whom the County enters into a contract because of this solicitation

NON-COLLUSION AFFIDAVIT

Bidders are required to submit a *notarized* “Non-Collusion Affidavit,” attached hereto as “*Exhibit 5*” and incorporated herein by this reference, with their bids, using the attached affidavit form. Pursuant to A.R.S. § Title 34-253, the failure of a bidder to provide an affidavit is grounds for disqualification of their bid.

NOTICE OF INTENT TO AWARD

The County may issue a “Notice of Intent to Award Contract,” attached hereto as “*Exhibit 11*” and incorporated herein by this reference. The notice would advise the successful Bidder of the deadline to submit required documents, such as insurance certificates, payment and performance bonds, etc., before a contract is awarded on the bid.

NOTICE OF AWARD

The County will issue a “Notice of Award of Contract,” attached hereto as “*Exhibit 12*” and incorporated herein by this reference, that indicates the name of the Successful Bidder. The date on the notice is the start date for the project.

NOTICE TO PROCEED

The County will issue a “Notice to Proceed,” attached hereto as “*Exhibit 14*” and incorporated herein by this reference, to the Successful Bidder directing and authorizing the Bidder to start work on the project.

OPENING OF BIDS

All bids submitted before the Bid Submittal Deadline, irrespective of irregularities or informalities, will be opened and publicly read aloud at the time announced for the opening of bids. All interested persons are invited to be present at the opening and reading of bids. The public reading will include the name of each bidder and the total amount that each bidder bid.

PAYMENT/PERFORMANCE BONDS

The Payment and Performance Bond forms are included for informational purposes and will only be executed once the County makes a decision to award the construction contract. The bidder will have **TEN (10) DAYS** to submit completed a “Statutory Payment Bond,” attached hereto as “*Exhibit 9*” and incorporated herein by this reference, and a “Statutory Performance Bond,” attached hereto as “*Exhibit 10*” and incorporated herein by this reference, upon the issuance of a “Notice of Intent to Award Contract,” attached hereto as “*Exhibit 11*” and incorporated herein by this reference.

PRE-BID MEETING

The County will conduct a pre-bid conference and site inspection on Monday, July 6, 2026 at 9:00 A.M. at the project site at Pierson Field (451 North Arroyo Blvd. in Nogales, AZ). Individuals with special accessibility needs, may contact Mary Dahl at 520-375-7681 at least seventy-two (72) hours prior to the meeting.

POSTPONEMENT OF OPENING

The County reserves the right to postpone the date and time for opening of bids at any time before the date and time announced in the Invitation for Bids.

PRICE

All bids must give the prices requested in figures as indicated, and must give all other information requested herein. Each bid must be signed by a Bidder’s authorized representative.

IMPORTANT NOTICE: Bidders must use the pricing form provided on the Bid Form, attached hereto as “Exhibit 3” and incorporated herein by this reference, even if their product is not sold in the units of measure shown. The County will not be responsible for converting the Bidder’s unit of measure (e.g., per ton, cubic feet, etc.), to the pricing formula provided on the Bid Form. Failure to comply with this instruction may render a bid non-responsive and cause its rejection.

Bid prices must include everything necessary for the completion of construction and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities, and all management, superintendence, labor, services, taxes, licenses and permits required to complete the work in accordance with these Solicitation Documents, except as may be provided otherwise in these Solicitation Documents.

The work and the bid price must include providing the necessary safety precautions such as barricades, warning signs for public safety, and any necessary “cleanup” that is required to restore the work site to a satisfactory condition.

In the event that there is more than one bid item in the bid schedule, the Bidder must furnish a price for all bid items in the schedule and any failure to do so will render the bid as non-responsive and may cause its rejection.

The total amount of the lump sum bid will be the sum of the total prices of all items in the bid schedule. If the price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it will be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

PRICE DISCREPANCIES

The Bidder will be bound by said corrections. If there is more than one bid item in a bid schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual bid items, the ***prices bid on the individual items will govern*** and the total for the schedule will be corrected accordingly.

PROTEST PROCEDURE

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

QUESTIONS

If Bidders are in doubt as to the true meaning of any part of the specifications or other Solicitation Documents or if they find discrepancies or omissions in the specifications, Bidders are responsible for submitting to the County a written request for an interpretation or correction. Written requests for interpretations must be *e-mailed* on or before Friday, July 10, 2026 at 3:00 P.M. (**ARIZONA TIME**) to the following people:

Mary Dahl and Chris Young
Special Projects and Deputy County Manager
Santa Cruz County, Arizona
mdahl@santacruzcountyaz.gov and
cyoung@santacruzcountyaz.gov

The same procedure and deadline applies to Bidders who have questions regarding bid procedures or who have questions regarding bids, plans, and/or specifications. No faxes or hand-deliveries of bid questions will be accepted.

The requesting party is responsible for prompt delivery of any requests and under no circumstances will questions be answered if they are received by the County after July 10 at 3:00 P.M. When the County considers interpretations necessary, interpretations will be in the form of an addendum to the Solicitation Documents, which, when issued, will be posted as promptly as is practical on the County Bids and Solicitation webpage. All such addenda will become a part of the contract. Oral and other interpretations or clarifications will be without legal or contractual effect. Compliance with all Addenda issued during this bid action, is the sole responsibility of the CONTRACTOR. Addenda will be posted at the following web site: <https://www.santacruzCountyaz.gov/286/Bids-Solicitations>. It is the CONTRACTOR'S responsibility to check the web site to make sure they have any and all Addenda.

REJECTION OF BIDS

The County reserves the right to reject any bids, all bids, or any part of a bid. The County reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the County or any other governmental agency. The County expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies owed to the County.

RIGHTS RESERVED IN SOLICITATION/AWARD PROCESS

1. The County reserves the right to reject any or all bids or any part of a bid, or to withhold the award for any reason the County determines. See A.R.S. §34-201(A)(4).
2. The County reserves the right to reject the bid of any bidder who previously failed to perform adequately for the County or any other governmental agency.
3. The County expressly reserves the right to reject the bid of any bidder who is in default on the payment of taxes, licenses, or other monies owed to the County.

4. The County reserves the right to waive any irregularities found in any bid(s).
5. The County reserves the right to consider each bid item separately and to accept the lowest responsive, responsible bid of any qualified bidder for one or more bid items deemed in the best interest of the County.

6. The County reserves the right *not* to award a contract.

SPECIFICATIONS. CHANGES TO

The parties will not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature *not set forth herein or by written addenda*. No changes, amendments, or modifications of any of the terms or conditions of the bid specification will be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS. DEFINITION

The term "specification" or "bid specification" as used in this solicitation will be interpreted to mean all the pages that make up this bid solicitation, including *but not limited* to the Invitation for Bids, Terms and Conditions, General Construction Specification, Detailed Specifications, Bid Form, Workers Compensation Insurance Certificate, and Contract form.

SUSPENSION FROM BIDDING

Pursuant to A.R.S. § 34-257, any governmental agency may suspend for a period of up to three years from the date of conviction any person and any subsidiary or affiliate of any person from further bidding to the agency and from being a SUB-CONTRACTOR to a CONTRACTOR with the agency or a supplier to the agency if that person or any officer, director, employee or agent of that person is convicted of entering into any contract, combination, conspiracy or other unlawful act in restraint of trade or commerce in the courts in this state, or of similar charges in any federal court or a court in any other state.

TAXES

Successful bidder must pay all federal, state and local taxes, levies, duties, and assessments of every nature due in connection with any work under the contract and must indemnify and hold harmless the County from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Bid prices must include allowance for said taxes. The County is exempt from Federal Excise Taxes.

TERMS OF THE OFFER

County's acceptance of bidder's offer will be limited to the terms herein unless expressly agreed upon, in writing, by the County. *Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.*

WITHDRAWAL OF BID

Bidder's authorized representative may withdraw their bid only by written request received before the Bid Submittal Deadline.

TERMS AND CONDITIONS

SANTA CRUZ COUNTY, ARIZONA ("COUNTY")
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26

AMERICANS WITH DISABILITIES ACT

Bidder must comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-122313), and all applicable federal regulations under the Act, including 28 CFR Parts 35 & 36.

ASSIGNMENT OF RIGHTS AND OBLIGATIONS

Bidder must not assign, transfer, or sell any rights or obligations to the contract resulting from this bid, in whole or in part, without first obtaining the specific written approval of the County. Approval may be withheld at the sole discretion of the County, provided that such approval will not be unreasonably withheld.

In entering into an agreement or subcontract to supply goods or services pursuant to a contract, the Bidder or SUB-CONTRACTOR offers and agrees to assign to the County all rights, title, and interest in and to all causes of action it may have, arising from purchases of goods or services pursuant to the contract or the subcontract. Such assignment must be made and become effective at the time the County tenders final payment to the Bidder, without further acknowledgment by the parties.

ATTORNEY FEES

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party will be entitled to receive, in addition to its costs, such sum as the Court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE COUNTY

Subject to the power and authority of the County as provided by law in this contract, the County will in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The County will decide the questions that may arise relative to the fulfillment of the contract or the obligations of the Bidder hereunder.

AUTHORIZED CONTRACTOR/DISTRIBUTOR

Successful Bidder must be an Authorized CONTRACTOR for the type of construction offered *or* with his or her bid and must submit documentation from an authorized distributor from whom the specified materials were purchased. Said documentation must state that the distributor will honor all manufacturers' warranties.

AWARD AND EXECUTION OF CONTRACT

Award and execution of Contract will be as provided for herein.

CHANGES IN WORK

The County may, at any time work is in progress, by written order and, with or without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the County may find necessary or desirable. Such alterations and changes shall not invalidate this Agreement or release the surety and the CONTRACTOR agrees to perform the work as altered, as if it has had been part of the original contract documents. Changes in work and the amount of compensation to be paid to the Bidder for any extra work

ordered will be determined in accordance with this IFB.

County and CONTRACTOR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Order. Upon reaching an agreement, the County and CONTRACTOR shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

The following change orders require the approval of the County's Board of Supervisors (BOS): changes to contracts that originally required approval of the Board of Supervisors; and changes to contracts that cause the total of the contract to exceed the amount that requires BOS approval.

COMPLIANCE WITH SAFETY & HEALTH LAWS

Bidder agrees that all work performed and completed on the PIERSON FIELD PLAYGROUND / BID NUMBER: B-04-26-CO77 – CDBG #116-26 project will comply with all applicable Federal and state occupational safety and health laws, standards, and regulations and that Bidder will indemnify, defend and hold the County harmless for any failure to so conform.

CONSTRUCTION ACTIVITY

All construction activity should be coordinated to limit disruption to vehicular traffic and pedestrians. The CONTRACTOR is responsible for traffic control and the safety of the public and workers.

CONSTRUCTION CLEANUP

Throughout all phases of the construction, including suspension of work, Successful Bidder shall keep the site reasonably free from debris, trash, and construction wastes to permit Bidder to perform its construction services efficiently, safely, and without interfering with the use of adjacent land areas by others. Upon Substantial completion of the work, or a portion of the work, Bidder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the work or applicable portions thereof.

Bidder shall take whatever steps, procedures, or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the County and in accordance with the requirements of the County.

Only materials and equipment which are to be used directly in the work shall be brought to and stored on the work site by the Successful Bidder. When equipment is no longer required for the work, it shall be removed from the work site. Protection of construction materials and equipment stored at the site from weather, theft, damage and all other adversity is solely the responsibility of the Successful bidder.

CONTRACT INCORPORATION

This contract embodies the entire contract between the County and the Bidder. The complete contract will include the entire contents of this solicitation and all pages that make up this IFB, including but not limited to the General Provisions, Terms and Conditions, Special Provisions, any and all addenda, all of Bidder's successful submittals, all supplemental agreements, all change orders, all bond(s), and any and all written agreements which alter, amend, or extend the contract.

CONTRACT LENGTH

This Invitation for Bids (IFB) is for awarding a lump sum price contract to cover a THIRTY (30) CONSECUTIVE DAYS construction period from the issuance of the Notice to Proceed, attached hereto as "Exhibit 14" and incorporated herein by this reference, on the PIERSON FIELD PLAYGROUND / BID NUMBER: B-04-26-CO77 / CDBG #116-26 project.

DAMAGE

The Bidder will be held responsible for any breakage, loss of the County's equipment or supplies through negligence of the Bidder or Bidder's employee or SUB-CONTRACTOR while working on the project premises. The Bidder must immediately report to the County any damages to the premises resulting from services performed under this contract. ***The Bidder will be responsible for restoring or replacing with equivalent quality and quantity any equipment, supplies, facilities, or other County assets so damaged.*** The County reserves the right to deduct as liquidated damages the replacement value (including any installation costs) equivalent to assets that were damaged by Bidder or Bidder's employees or SUB-CONTRACTOR and which were not replaced by the Bidder before the completion of the contract

EXECUTION OF CONTRACT

Time is of the essence of this contract. The Successful Bidder must execute the contract, including but not limited to signing all necessary documents and submitting all required bonds and evidence of insurance within **TEN (10) DAYS** from the date the "Notice Intent to Award" is ***delivered*** to Successful Bidder.

One copy of the contract will be returned to the Bidder after the County of Santa Cruz executes the contract. In case of failure of the Bidder to execute and return the contract and all required documents within the time allowed, the County, at its option, may consider that the bidder has abandoned the contract, in which case the bid security bond will be forfeited by the bidder and become the property of the County.

F.O.B. POINT & SHIPPING CHARGES

All prices must be quoted ***F.O.B. destination, Nogales, Arizona.*** The Bidder is responsible for all delivery, freight, shipping charges, and unloading of equipment.

FORCE MAJEURE

If execution of this contract will be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Bidder, the Bidder must notify the County, in writing, within **TWENTY-FOUR (24) HOURS**, after the delay. Such causes may include but are not limited to acts of nature, war, or acts of public enemy, acts of any governmental agency in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather.

INDEMNIFICATION CLAUSE

The CONTRACTOR agrees to defend, indemnify, save and hold harmless the County, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, SEAGO and the State of Arizona Department of Housing (ADOH), hereinafter referred to as "indemnitee," from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the CONTRACTOR to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the CONTRACTOR will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the CONTRACTOR agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the CONTRACTOR for the County.

The insurance, its limits, amount and type required herein shall in no way be construed as limiting the scope of this indemnity.

INSURANCE REQUIREMENTS

CONTRACTOR and SUB-CONTRACTORS shall procure and maintain until all of their obligations have

been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or SUB-CONTRACTORS.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under this Contract by the CONTRACTOR, his agents, representatives, employees, or SUB- CONTRACTORS. CONTRACTOR is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - CONTRACTOR shall provide coverage with limits of liability not less than those stated below:

1. *Commercial General Liability – Occurrence Form*

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate
\$2,000,000
- Products – Completed Operations Aggregate
\$1,000,000
- Personal and Advertising Injury
\$1,000,000
- Each Occurrence
\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "**The County of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONTRACTOR**".

2. *Automobile Liability*

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "**The County of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONTRACTOR, including automobiles owned, leased, hired or borrowed by the CONTRACTOR**".

3. *Worker's Compensation and Employers' Liability*

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$1,000,000

Disease – Each Employee

\$1,000,000

Disease – Policy Limit

\$1,000,000

a. Policy shall contain a **waiver of subrogation** against the County of Santa Cruz.

4. Builders' Risk Insurance or Installation Floater \$2,000,000

- a. The County of Santa Cruz, the CONTRACTOR, SUB-CONTRACTORS, and any others with an insurable interest in the work shall be **Insureds** on the policy.
- b. Coverage shall be written on an all risk, replacement cost basis.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy.
- e. Policy must provide coverage from the time any covered property becomes the responsibility of the CONTRACTOR, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a **waiver of subrogation** against the County of Santa Cruz.
- g. CONTRACTOR is responsible for the payment of all policy deductibles.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the County of Santa Cruz is named as an additional insured, the County of Santa Cruz shall be an additional insured to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Contract.
- 2. The CONTRACTOR'S insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after **THIRTY (30) DAYS** prior written notice has been given to the County. Such notice shall be sent directly via ***Certified Mail—Return Receipt Requested*** to the following person and address:

B-04-26-CO77 – CDBG #116-26
Santa Cruz County
c/o Mary Dahl, Special Projects
2150 North Congress Drive, Suite 119
Nogales, Arizona 85621

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: CONTRACTOR shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract.

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the following person and address:

B-04-26-CO77 – CDBG #116-26
Santa Cruz County
c/o Mary Dahl, Special Projects
2150 North Congress Drive, Suite 119
Nogales, Arizona 85621

The County project/contract number and project description must be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUB-CONTRACTORS:** CONTRACTOR'S certificate(s) shall include all SUB- CONTRACTORS as additional insureds under its policies *or* CONTRACTOR shall furnish to the County separate certificates and endorsements for each SUB-CONTRACTOR. All coverages for SUB-CONTRACTORS shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

NON-EXCLUSIVE CONTRACT

Bidder understands that this Contract is nonexclusive and is for the sole convenience of the County. The County reserves the right to obtain like services from other sources for any reason.

OPTION TO EXTEND

This contract may be extended with the approval of the Santa Cruz County Board of Supervisors and the bidder(s). The bidder will be notified by the County of its intention to extend the contract period.

SAFETY STANDARDS

All item(s) offered by the bidder must conform to all safety orders of the State or Arizona.

TERMINATION OF CONTRACT

The County reserves the right to terminate this contract at any time, at its discretion and without cause, elect to terminate this contract by serving upon the CONTRACTOR **THIRTY (30) DAYS** advance written notice of such intent to terminate. In such event, County shall pay CONTRACTOR only the actual cost of its completed work and materials supplied as of the date of termination and the reasonable costs and expenses attributable to such termination. CONTRACTOR shall be entitled to profit and overhead on completed work only, but shall not be entitled to anticipated profit or anticipated overhead.

This contract may be terminated at any time without advance notice and without further obligation of the County, when the CONTRACTOR is found by County to be in default of any provision of this Contract. County retains all legal remedies in such case including but not limited to the right to perform the work with

reimbursement by CONTRACTOR for costs and expenses incurred by County exceeding the contract amount.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered before termination.

UNUSED

Unless specifically provided to the contrary, all material must be new and unused and of the current production year for the PIERSON FIELD PLAYGROUND / BID NUMBER: B-04-26-CO77 / CDBG #116-26 project.

WARRANTY. MANUFACTURER

Time is of the essence of this contract. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of County operations. A copy or description of the manufacturer's warranty shall accompany each bid for the item(s) proposed, detailing the scope and length of the warranty. Where the successful Bidder is also the manufacturer of the materials or equipment provided under this contract, the Manufacturer's Warranty requirement would supersede the Successful Bidder Warranty requirement of this solicitation.

The County will specify the particular location for delivery upon placing the order. The Bidder shall retain title and control of all goods until they are delivered and acceptance has been made. All risks of transportation and all related charges shall be the responsibility of the Bidder. All claims for visible or concealed damage shall be filed by the Bidder. The County will notify the Bidder promptly of any damaged goods and shall assist the Bidder in arranging for inspection.

WARRANTY. SUCCESSFUL BIDDER

Contractor warrants to County that the construction, including all material and equipment furnished as part of the construction, shall be new unless otherwise specified in the contract documents, of good quality, in conformance with the contract documents and free of defects in materials and workmanship.

Contractor's warranty obligation shall be for one year from Substantial Completion. "Substantial Completion" means when the work, or an agreed upon portion of the work, is sufficiently complete so that County can occupy and use the project or a portion thereof for its intended purposes. This may include but is not limited to i) all systems in place, functional and displayed to the County or its representative; (ii) all materials and equipment installed; (iii) all systems reviewed and accepted by the County **ONE (1) YEAR** for workmanship, materials used, and construction.

CORRECTION OF DEFECTIVE WORK

- A. CONTRACTOR agrees to correct any work that is found to not be in conformance with the Contract Documents including that part of the work subject to the warranty in this section within a period of **ONE (1) YEAR** from the date of Substantial Completion of the work or any portion of the work, or within such longer period to the extent required by the contract documents. A progress payment, or partial use or occupancy of the project by the County, shall not constitute acceptance of work not in accordance with the contract documents.
- B. CONTRACTOR shall take meaningful steps to commence correction of non-conforming work subject to the Warranty Section above, within **SEVEN (7) DAYS** of receipt of written notice from County. This includes the correction, removal or replacement of the non-conforming work and any damage caused to other parts of the work affected by the non-conforming work. If

CONTRACTOR fails to commence the necessary steps within such seven-day period, County, in addition to any other remedies provided under the contract documents, may prove CONTRACTOR with written notice that County will commence correction of such non-conforming work with its own forces.

- C. If County does perform such corrective work, CONTRACTOR shall be responsible for all reasonable costs incurred by County in performing such correction.
- D. Non-Conforming work that creates an emergency requiring an immediate response, the CONTRACTOR will respond and initiate corrections within **TWENTY-FOUR (24) HOURS**.
- E. The one-year period referenced in the Warranty section above applies only to CONTRACTOR'S obligation to correct non-conforming work and is not intended to constitute a period of limitations for any other rights or remedies County may have regarding CONTRACTORS other obligations under the contract documents.

WARRANTY BY BIDDER

If applicable, Contractor must fully warrant all service against poor and inferior quality or workmanship for the periods identified above from the date of final acceptance by the County. ***Time is of the essence of this contract.*** Contractor must repair or replace any inoperable materials or equipment, or improperly performed work, in a timely manner (not more than **SIXTY [60] DAYS**) during the warranty period.

GENERAL SPECIFICATIONS

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26

1.0 **SPECIFICATIONS**

Santa Cruz County desires bids to be submitted for the following project:

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / PIERSON FIELD PLAYGROUND,
BID NUMBER: B-04-26-CO77, CDBG #116-26

The successful bidder(s) shall furnish to the County one (1) 24” x 36” bond set of “As- Built Drawings” documents for the construction of the improvements. These final As- Built Drawings must be submitted within **FIFTEEN (15) DAYS** from the date all work is complete **or** the date the COUNTY accepts the work, whichever is later. A ten-percent (10%) retainer will be held until the As-Built Drawings are reviewed and accepted by the COUNTY. If the CONTRACTOR does not submit the final As-Built Drawings within this time frame, then the ten-percent (10%) retainer will be forfeited.

1.1 **GENERAL REQUIREMENTS**

All items shall be in accordance with the requirements described in this Invitation for Bids (IFB). The bid will be awarded to those who demonstrate to the County by their response to this IFB that they can supply the PIERSON FIELD PLAYGROUND / BID NUMBER: B-04-26-CO77 / CDBG #116-26 project in accordance with these specifications.

1.2 **DETAILED SPECIAL PROVISIONS**

The Detailed Special Provisions are included as part of the Construction Plans.

2.0 **WARRANTY**

The Bidder warrants that all items furnished hereunder, including construction, shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship.

The Bidder shall indicate on a separate written sheet that is submitted with the bid the exact conditions of their warranty.

The Bidder agrees that they will, at their own expense, provide all labor and parts required to repair and/or replace any such defective workmanship and/or materials that become or are found to be defective during the term of this warranty. The Bidder shall guarantee that any products used to replace defective or non-performing products comply or exceed the requirements of the specifications and the special terms and conditions.

The County will accept the following warranty:

ONE (1) YEAR from Substantial Completion.

Guarantee shall be to replace and install any part that may break or fail in any manner because

of defective material and/or workmanship (other than normal wear) within this guarantee period, free of all charges or cost to the County at delivery point. This warranty shall be inclusive at no charge to the County for the stated period.

Additionally, all bidders are invited to offer any and all extended warranty arrangements that they are prepared to offer to the County. The cost, if any, on such warranties shall be stated separately on pricing pages of the bid package.

3.0 SECTION OMITTED INTENTIONALLY

4.0 STANDARDS

All bidder(s) shall certify that the all materials used during and for construction meet or exceed the latest revised Occupational Safety and Health Administration (“OSHA”) and Federal Safety Standards.

5.0 PRICING

The Total Cash Purchase Price for the construction bid should include any equipment, delivery, installation, other costs, and taxes associated with the PIERSON FIELD PLAYGROUND / BID NUMBER: B-04-26-CO77 / CDBG #116-26 project. All pricing is **Nogales, Arizona.**

All bidders shall agree to hold their prices for **FORTY-FIVE (45) DAYS** from the date of bid opening.

The bidder is required to show exactly what is being offered by completing the bid form and pricing sheet. Failure to comply with this requirement may cause the bid to be disqualified.

6.0 DELIVERY

Delivery shall be on demand by purchase order only, with construction and installation to be completed within **SIXTY (60) DAYS** from the date of the “Notice to Proceed,” attached hereto as “*Exhibit 15*” and incorporated herein by this reference. The successful bidder(s) further may be required to furnish the County with periodic progress reports confirming status of delivery dates as originally shown in their bid proposal.

7.0 NON-EXCLUSIVE

The County reserves the right to purchase items/services listed herein from other vendors if it is deemed in the best interest of the County to do so.

8.0 BID FORM:

The “Bid Form,” attached hereto as “*Exhibit 3*” and incorporated herein by this reference, for the PIERSON FIELD PLAYGROUND / BID NUMBER: B-04-26-CO77 / CDBG #116-26 project must be completed and signed by the Bidder. Failure to complete and sign this page may cause the Bid to be rejected. In the event the bidder is deviating or suggesting a different approach to the specifications and/or the terms and conditions they must use the Deviation/Exemption Form. Failure to fully explain exceptions taken may cause the Bid to be rejected.

9.0 EVALUATION AND AWARD:

Bids will be considered on units complying substantially with specifications provided each

deviation is stated and the substitution is described, including technical data when applicable, in a letter attached to the bid. The placement of a price in the Bid Form Sheet shall be considered recognition that the Bidder is aware of what the Bid Item requires and that their Bid Price is compliant with specifications detailed in the IFB for PIERSON FIELD PLAYGROUND / BID NUMBER: B-04-26-CO77/ CDBG #116-26 project. If no price is listed in a Bid Item then the County assumes the Bidder is in that item and the County reserves the right to award that Bid Item to another Bidder.

A recommendation for award will be made to the lowest responsible bidder, whose bid conforms to the invitation for bids, and in accordance Arizona law.

10.0 TIME AND LIQUIDATED DAMAGES:

It is understood and agreed that the construction of the work under the Contract Documents shall be commenced on the date stated in the Notice to Proceed issued by the COUNTY and shall be completed by the CONTRACTOR within **THIRTY (30) CONSECUTIVE DAYS**. The Contract Time is the period of time specified above, hereof running from (1) the date specified in the Notice to Proceed as the date upon which the CONTRACTOR is to commence the work (the "Start Date"), through (2) the Finish Date. The date of beginning, rate of progress, and time for completion are essential conditions of the Contract, and the CONTRACTOR agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly as such rate of progress as will insure full completion thereof within the Contract Time specified. It is expressly agreed that the Contract Time is reasonable.

If the Final Completion Date (as defined below) occurs after the expiration of the Contract Time, the CONTRACTOR shall pay the COUNTY *the sum of \$500.00 per day as liquidated damages for each calendar day* the work remains incomplete after expiration of the Contract Time. This amount is agreed upon because of the impracticability and extreme difficulty to ascertaining the actual damages the County would sustain. It is expressly agreed that the amount of liquidated damages set forth herein is reasonable. Said amounts may be retained from time to time by the County from payment due the CONTRACTOR.

The date of Completion of the work, or designated portion therefore, is the date certified in writing by the County when construction is sufficiently complete, in accordance with the Contract Documents as they may have been modified by any Change Orders agreed to by the parties, so the County may occupy the project, or a designated portion thereof, if so elected, for the use for which it is intended. Certification of a designated portion of the work by the County as being "Complete" and occupancy of that portion thereafter by Owner shall neither release, or otherwise operate to excuse, the CONTRACTOR from the duty to complete the remainder of the work within the Contract Time nor relieve the CONTRACTOR from any liability for not completing the remainder of the work within the Contract Time including liability for the liquidated damages.

The Final Completion Date is the calendar date when all items of the work are one- hundred-percent (100%) finished, including "As-Built Plans," with no items of any scope, large or small, outstanding and remaining to be constructed, and all known defective work has been corrected. When the County certifies, in writing, that the Final Completion Date has been reached and the County has approved the work, the CONTRACTOR may make application for the Final Payment.

In any case where the terms of any other provision of the Contract may be constructed to be

in conflict with any term regarding time for completion of the Project, interpretation of the conflicting terms that gives precedence to the term regarding time for completion shall govern.

11.0 FINAL PAYMENT:

After Receipt of a final payment request, County shall make final payment **SIXTY (60) DAYS** after the receipt by the County, provided that CONTRACTOR has completed all of the work in conformance with the contract documents and a Final Acceptance Letter has been issued by the County.

At the time of submission of its final Payment Request, CONTRACTOR shall provide the following information:

1. An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the work which will in any way affect County's interest.
2. A general release executed by CONTRACTOR waiving, upon receipt of final payment by CONTRACTOR, all claims, except those claims previously made in writing to County and remaining unsettled at the time of final payment; and
3. Consent of CONTRACTOR'S surety, to final payment.

11.1 PAYMENTS TO SUB-CONTRACTORS OR SUPPLIER:

CONTRACTOR shall pay its SUB-CONTRACTORS or suppliers within **SEVEN (7) DAYS** of receipt of each progress payment from the County. The CONTRACTOR shall pay for the amount of work performed or materials supplied by each SUB-CONTRACTOR or supplier as accepted and approved by the County with each progress payment. In addition, any reduction of retention by the County to the CONTRACTOR shall result in a corresponding reduction to SUB-CONTRACTORS or suppliers who have performed satisfactory work. CONTRACTOR shall pay SUB-CONTRACTORS or suppliers the reduced retention within **FOURTEEN (14) CALENDAR DAYS** of the payment of the reduction of the retention to the CONTRACTOR. No Contract between CONTRACTOR and its SUB-CONTRACTORS and suppliers may materially alter the rights of any SUB-CONTRACTOR or supplier to receive prompt payment and retention reduction as provided herein.

If the CONTRACTOR fails to make payments in accordance with these provisions, the County may take any one or more of the following actions and CONTRACTOR agrees that the County may take such actions:

1. To hold the CONTRACTOR in default under this Contract;
2. Withhold future payments including retention until proper payment has been made to SUB-CONTRACTORS or suppliers in accordance with these provisions;
3. Reject all future offers to perform work for the County from the CONTRACTOR for a period not to exceed one year from Substantial Completion date of the Project; or

4. Terminate this Contract.

Should the County fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

CONTRACTOR shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Contract.

12.0 RECORD KEEPING AND FINANCE CONTROLS

Records of the CONTRACTOR'S direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the County and CONTRACTOR shall be kept on a generally recognized accounting basis and shall be available for **FIVE (5) YEARS** after Final Acceptance of the Project.

The COUNTY, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CONTRACTOR'S records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any change orders.

The COUNTY reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of the CONTRACTOR'S records, the audit discloses the CONTRACTOR has provided false, misleading or inaccurate cost and pricing data.

The CONTRACTOR shall include a similar provision in all of its agreements with SubContractors and SUB-CONTRACTORS providing services under the Contract Documents to ensure the COUNTY, its authorized representative, and/or the appropriate federal agency, has access to the Sub-Contractors' and SUB-CONTRACTORS' records to verify the accuracy of cost and pricing data.

The COUNTY reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in SUB-CONTRACTOR'S and SUB-CONTRACTOR'S contracts, and one or more SUB-CONTRACTORS and/or SUB-CONTRACTORS do not allow the County to audit their records to verify the accuracy and appropriateness of pricing data.

13.0 CLAIMS AND DISPUTES

13.1 REQUESTS FOR CONTRACT ADJUSTMENTS AND RELIEF.

If CONTRACTOR believes that it is entitled to relief against the County for any event arising out of or related to work, the CONTRACTOR shall provide written notice to the County of the basis for its claim or relief.

Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

In the absence of any specific notice requirement, written notice shall be given to the County by the CONTRACTOR within a reasonable time, not to exceed **TWENTY-ONE (21) DAYS**, after the occurrence giving rise to the claim for relief or after the CONTRACTOR reasonably should have recognized the event or condition giving rise to the request, whichever is later.

Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

13.2 DISPUTE AVOIDANCE AND RESOLUTION

The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CONTRACTOR and County each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the work.

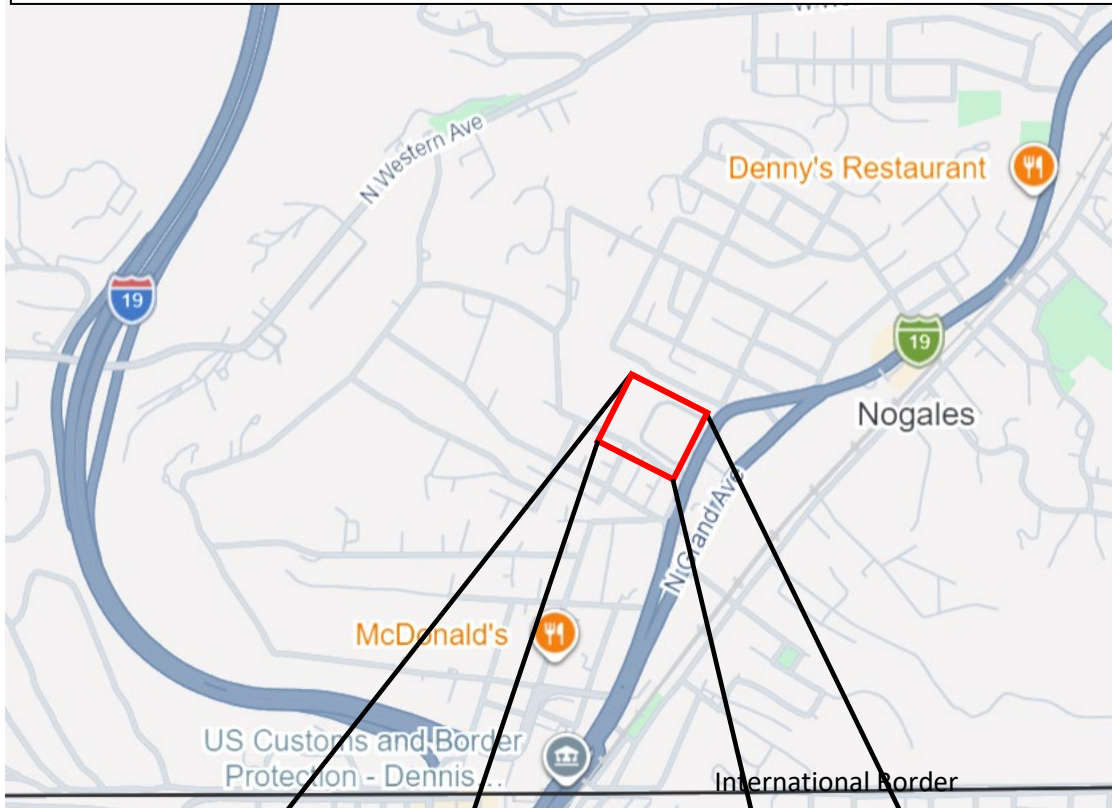
CONTRACTOR and County will first attempt to resolve disputes or disagreements at the field level through discussions between CONTRACTOR'S Representative and County's Representative.

If a dispute or disagreement cannot be resolved through CONTRACTOR'S Representative and County's Representative, CONTRACTOR'S Senior Representative and County's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than **THIRTY (30) DAYS** after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

13.3 DUTY TO CONTINUE PERFORMANCE

Unless provided to the contrary in the Contract Documents, CONTRACTOR shall continue to perform the work and County shall continue to satisfy its payment obligations to CONTRACTOR, pending the final resolution of any dispute or disagreement between CONTRACTOR and County.

ATTACHMENT 1



**New Playground
Location –
Approximately 50
feet by 35 feet**



Logo and Colors of the Pierson High School Wolves

LISTS OF EXHIBITS

EXHIBITS 1-21

PLUS SECTION A-C

PIERSON FIELD PLAYGROUND

CDBG CONTRACT #116-26

BID NUMBER B-04-26-CO77

SANTA CRUZ COUNTY ARIZONA

LIST OF EXHIBITS

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26

Exhibit Number	Description
1	Documents to be Submitted With Bid
2	Bid Exceptions / Deviations Information / Similar Projects
3	Bid Form
4	List of Sub-Contractors / Material Suppliers
5	Non-Collusion Affidavit
6	Worker's Compensation Insurance Coverage Certification
7	Insurance Coverage Certification
8	Proposal Security Bond Certification
9	Statutory Payment Bond
10	Statutory Performance Bond
11	Notice of Intent to Award Contract
12	Notice of Award of Contract
13	Notice of Non-Award of Contract
14	Notice to Proceed
15	Application for Payment
16	Change Order
17	Certificate of Completion
18	Certificate Of Substantial Completion
19	Contract
20	Addenda (if any)
21	Sections A - C

EXHIBIT 1

DOCUMENTS TO BE SUBMITTED WITH BID

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26

The following forms *must* be completed and submitted with your bid on or before the Bid Submittal Deadline:

1. Bid Exceptions / Deviations Information / Similar Projects - **Exhibit 2**
2. Bid Form and Bid Schedule - **Exhibit 3**
3. List of Sub-Contractors / Material Suppliers – **Exhibit 4**
4. Non-Collusion Affidavit – **Exhibit 5**
5. Worker's Compensation Insurance Coverage Certification – **Exhibit 6**
6. Insurance Coverage Certification – **Exhibit 7**
7. Proposal Security Bond Certification - **Exhibit 8**
8. LS-2 – Contractor’s Certification Concerning Labor Standards – **Exhibit 22 (Section B)**
9. Certifications and Provisions – **Exhibit 22 (Section B)**
10. Addenda (if any) – **Exhibit 20**

Failures to complete, sign, and return the above-referenced bid documents may render your bid non-responsive.

COLOR CODING OF IFB IS INTENDED ONLY AS AN AID FOR BIDDERS AND IS NOT TO BE USED SOLELY TO ENSURE A COMPLETE SUBMITTAL.

B-04-26-CO77 – CDBG #116-26
Pierson Field Playground
Santa Cruz County
c/o Mary Dahl, Special Projects
2150 North Congress Drive, Suite 119
Nogales, Arizona 85621

EXHIBIT 2
BID EXCEPTIONS / DEVIATIONS INFORMATION
/ SIMILAR PROJECTS LIST

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26

EXCEPTIONS/DEVIATIONS TO BID CONDITIONS/SPECIFICATIONS ARE AS FOLLOWS:

SIMILAR PROJECTS ARE AS FOLLOWS:

Firm Submitting Bid

Date

Mailing Address

Signature of Authorized Representative

City, State, & Zip Code

Printed Name of Authorized Representative

Telephone Number

EXHIBIT 3 BID FORM

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26

To: **Alma Schultz, Clerk**
Santa Cruz County Board of Supervisors

From: _____
Firm Submitting Bid

Mailing Address

City, State, & Zip

Responding to a Invitation for Bids (“IFB”) on **Bid Number: B-04-26-CO77**, due on or before **FRIDAY, JULY 24, 2026 AT 3:00 PM (ARIZONA TIME)**, the undersigned Bidder agrees to furnish and deliver all materials and equipment necessary to perform the SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / PIERSON FIELD PLAYGROUND / BID NUMBER: B-04-19-CO04 / CDBG #116-26 per the specifications in the IFB.

A **PRE-BID MEETING** will be held on **MONDAY, JULY 6, 2026 AT 9:00 A.M. (ARIZONA TIME)** at the project site at 451 North Arroyo Boulevard, Nogales, AZ 85621.

I/We have stated hereon the price(s) at which we will furnish and deliver the specified item(s) and will therefore accept as full payment the amount shown below.

Bidder agrees; in addition to all terms and conditions specified in the IFB, that:

- **F.O.B. Point.** All shipments and construction will take place at ***F.O.B. destination, Nogales, Arizona.*** F.O.B. destination indicates that the *Seller* is responsible for all shipment and delivery costs.
- **Award.** A recommendation for an award of contract will be made to the lowest responsible bidder, whose bid conforms to the IFB and is most advantageous to the County in regard to price, conformity to the IFB specifications, and other factors.
- **Signatures.** All information submitted by Bidder, including signatures, must be original. Copies will not be accepted.

This bid will be awarded based upon the total amount of the bid as written in words. Where there is discrepancy between words and figures, **words will govern**. Where there is a discrepancy between the sum of the item unit price and total price, **unit price will govern**. Please check your calculations before submitting your bid. The County is not responsible for Bidder miscalculations.

The undersigned Bidder agrees to contract with the County to provide all necessary labor, supervision, machinery, tools, apparatuses, and other means to furnish all the materials specified in the contract in the manner and time prescribed therein, and that full payment in the amount set forth herein will be accepted. In their entirety, all Addenda and the following documents are incorporated herein by this reference and made a part of this contract:

1. Bid Exceptions / Deviations Information / Similar Projects
2. Bid Form
3. List of Sub-Contractors / Material Suppliers
4. Non-Collusion Affidavit
5. Worker's Compensation Insurance Coverage Certification
6. Insurance Coverage Certification
7. Proposal Security Bond Certification
8. Statutory Payment Bond
9. Statutory Performance Bond
10. Addenda (if any)
11. Sections A-E
12. Contract

Firm Submitting Bid

Date

Mailing Address

Signature of Authorized Representative

City, State, & Zip Code

Printed Name of Authorized Representative

Telephone Number

BID SCHEDULE - Bid Number.: B-04-26-CO77 / CDBG #116-26

BID ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
1	Final component selection and site layout	1			
2	Installation of Playground as per Item 1	1			
3	Alternate No. 1 – Benches*	2			
4	Alternate No. 2 – Drinking Fountain*	1			

Note: Owner reserves the right to remove individual bid items for budgetary purposes.

TOTAL AMOUNT OF BID WRITTEN IN WORDS:

\$ _____

* Alternates may be awarded or not depending on funding.

EXHIBIT 4
LIST OF SUB-CONTRACTORS / MATERIAL SUPPLIERS

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)
 PIERSON FIELD PLAYGROUND
 BID NUMBER: B-04-26-CO77
 CDBG #116-26

To: Alma Schultz, Clerk
Santa Cruz County Board of Supervisors

In compliance with the “Instructions to Bidders” in the IFB, the undersigned submits the following names of *all* sub-contractors and material suppliers who will be used in performing the above-referenced project. The bidder certifies that all sub-contractors listed below are eligible to perform work on public projects pursuant to A.R.S. § 34-241(B). **Note:** If additional space is needed, the back side of this sheet may be utilized.

Name of Sub-Contractor or Material Supplier	Work to be Completed OR Material to be Supplied	Contractor’s License Number

Firm Submitting Bid

Date

Mailing Address

Signature of Authorized Representative

City, State, & Zip Code

Printed Name of Authorized Representative

Telephone Number

EXHIBIT 5
NON-COLLUSION AFFIDAVIT
(Must be notarized and submitted with bid.)

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

Bidder, _____ (Name of Bidder), being first duly sworn, deposes and says that he or she is owner of _____ (Name of Firm Submitting Bid), and that:

1. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;
2. The bid is genuine and not a collusive or sham bid;
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid;
4. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in a sham bid;
5. The bidder has not directly or indirectly colluded, conspired, connived, or agreed that anyone must refrain from bidding;
6. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder;
7. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the bid price or of that of any other bidder;
8. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to secure any advantage from the public body awarding the contract or against anyone interested in bidding for the project;
9. All statements contained in the bid of the bidder are true;

10. The bidder has not, directly or indirectly, divulged his or her bid price or any breakdown thereof to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid;
11. The bidder has not, directly or indirectly, divulged the contents of his or her bid to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; AND
12. The bidder has not, directly or indirectly, paid a fee, and he or she will not pay a fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Firm Submitting Bid

Date

Mailing Address

Signature of Authorized Representative

City, State, & Zip Code

Printed Name of Authorized Representative

Telephone Number

EXHIBIT 6
WORKER'S COMPENSATION INSURANCE
COVERAGE CERTIFICATION

(Must be completed and submitted with bid.)

SANTA CRUZ COUNTY, ARIZONA ("COUNTY")
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26

I, _____ (Name of Bidder), the owner of
_____ (Name of Firm Submitting Bid), hereby certify that I have
reviewed and understand the insurance coverage requirements specified in SANTA CRUZ
COUNTY, ARIZONA ("COUNTY") / PIERSON FIELD PLAYGROUND / BID NUMBER: B-
04-26-CO77 / CDBG #116-26. Additionally, I hereby agree to be insured against liability for
worker's compensation or to undertake self-insurance, in accordance with the provisions of Arizona
law, and comply with such provisions before commencing work on this project.

Firm Submitting Bid

Date

Mailing Address

Signature of Authorized Representative

City, State, & Zip Code

Printed Name of Authorized Representative

Telephone Number

EXHIBIT 7
INSURANCE COVERAGE CERTIFICATION
(Must be completed and submitted with bid.)

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26

I, _____ (Name of Bidder), the owner of
_____ (Name of Firm Submitting Bid), hereby certify that I have
reviewed and understand the insurance coverage requirements specified in the Invitation for Bids
(IFB) for SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / PIERSON FIELD
PLAYGROUND / BID NUMBER: B-04-26-CO77 / CDBG #116-26. Additionally, if I am
awarded a contract to complete this project, I hereby further certify that I will meet the specified
requirements for insurance, including insurance coverage of the sub-contractors, and name Santa
Cruz County, Arizona as an Additional Insured on this project.

Firm Submitting Bid

Date

Mailing Address

Signature of Authorized Representative

City, State, & Zip Code

Printed Name of Authorized Representative

Telephone Number

EXHIBIT 8
PROPOSAL BID BOND CERTIFICATION
(Must be completed and submitted with bid.)

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26

_____, shall hereinafter be referred to as “PRINCIPAL,”
(FIRM SUBMITTING BID)

_____, shall hereinafter be referred to as “SURETY,” and
(SURETY)

Santa Cruz County, Arizona shall hereinafter be referred to as “OBLIGEE.”

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, PRINCIPAL is submitting a bid on the SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / PIERSON FIELD PLAYGROUND / BID NUMBER: B-04-26-CO77 / CDBG #116-26.

THEREFORE, pursuant to A.R.S. § 34-201(A)(3):

...[E]very proposal shall be accompanied by a certified check, cashier's check or surety bond for ten per cent of the amount of the bid included in the proposal as a guarantee that the contractor will enter into a contract to perform the proposal in accordance with the plans and specifications. Notwithstanding any other statute, the surety bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this state issued by the director of the department of insurance pursuant to title 20, chapter 2, article 1. The surety bond shall not be executed by an individual surety or sureties, even if the requirements of section 7-101 are satisfied. The certified check, cashier's check or surety bond shall be returned to the contractors whose proposals are not accepted, and to the successful contractor on the execution of a satisfactory bond and contract as provided in this article. The conditions and provisions of the surety bid bond regarding the surety's obligations shall follow the following form:

Now, therefore, if the obligee accepts the proposal of the principal and the principal enters into a contract with the obligee in accordance with the terms of the proposal and gives the bonds and

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

IT IS HEREBY DECLARED, AGREED, AND CERTIFIED that PRINCIPAL shall transmit with their bid a certified check, cashier's check or surety bond for ten per cent of the amount of the bid included in the proposal as a guarantee that the PRINCIPAL will enter into a contract to perform the proposal in accordance with the plans and specifications.

Firm Submitting Bid

Date

Mailing Address

Signature of Authorized Representative

City, State, & Zip Code

Printed Name of Authorized Representative

Telephone Number

EXHIBIT 9

**STATUTORY PAYMENT BOND PURSUANT TO ARIZONA REVISED
STATUTES**

TITLE 34, CHAPTER 2, ARTICLE 2

(For informational purposes only but must be returned with bid.)

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26

(Notwithstanding any other agreement, the penalty of this bond is deemed to be 100% of the amount of the Contract mentioned herein.)

KNOW ALL MEN BY THESE PRESENTS:

That _____ (Firm Submitting Bid), hereinafter called the “PRINCIPAL,” as PRINCIPAL, and _____ (Surety), a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the “SURETY”), are held and firmly bound unto Santa Cruz County, Arizona (hereinafter called the “OBLIGEE”), in the amount of _____ United State Dollars (\$ _____), for the payment whereof, the said PRINCIPAL and SURETY bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has entered into a certain written contract with the OBLIGEE, dated the _____ day of _____, 2026, which is attached hereto as “*Exhibit I*” and incorporated herein by this reference, to complete the SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / PIERSON FIELD PLAYGROUND / BID NUMBER: B-04-26-CO77 / CDBG #116-26 project.

NOW, THEREFORE, the condition of this obligation is such that, if the said PRINCIPAL promptly pays all monies due to all persons supplying labor or materials to the contractor or sub- contractors in the prosecution of the work provided for in said contract, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect.

PROVIDED, HOWEVER, THAT this bond having been required of the said PRINCIPAL in order to comply with the provisions of Arizona Revised Statutes, Title 34, Chapter 2, Article 2, all rights and remedies on this bond shall insure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Title, Chapter and Article, to the same extent as if they were copied at length herein.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the court or a judgment thereof.

EXHIBIT 9

WITNESS OUR HANDS this _____ day of _____, 2026.

PRINCIPAL: _____

BY: _____

SURETY: _____

BY: _____

AGENCY OF RECORD: _____

AGENCY ADDRESS: _____

(ATTACH AGENT'S POWER OF ATTORNEY)

EXHIBIT 10

STATUTORY PERFORMANCE BOND PURSUANT TO ARIZONA REVISED STATUTES

TITLE 34, CHAPTER 2, ARTICLE 2

(For informational purposes only but must be returned with bid.)

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) PIERSON FIELD PLAYGROUND

BID NUMBER: B-04-26-CO77

CDBG #116-26

(Notwithstanding any other agreement, the penalty of this bond is deemed to be 100% of the amount of the Contract mentioned herein.)

KNOW ALL MEN BY THESE PRESENTS:

That _____ (Firm Submitting Bid), hereinafter called the “PRINCIPAL,” as PRINCIPAL, and _____ (Surety), a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the “SURETY”), are held and firmly bound unto Santa Cruz County, Arizona (hereinafter called the “OBLIGEE”), in the amount of _____ United States Dollars (\$ _____), for the payment whereof, the said PRINCIPAL and SURETY bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has entered into a certain written contract with the OBLIGEE, dated the _____ day of _____, 2026, which is attached hereto as “*Exhibit I*” and incorporated herein by this reference, to complete the SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / PIERSON FIELD PLAYGROUND / BID NUMBER: B-04-26-CO77 / CDBG #116-26 project.

NOW, THEREFORE, the condition of this obligation is such that, if the said PRINCIPAL faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of said contract and any extension thereof, with or without notice to the SURETY, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then the above obligation shall be void. Otherwise, the obligation shall remain in full force and effect.

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

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the court or a judge thereof.

EXHIBIT 10

WITNESS OUR HANDS this _____ day of _____, 2026.

PRINCIPAL: _____

BY: _____

SURETY: _____

BY: _____

AGENCY OF RECORD: _____

AGENCY ADDRESS: _____

(ATTACH AGENT’S POWER OF ATTORNEY)

EXHIBIT 11
NOTICE OF INTENT TO AWARD CONTRACT (“NOTICE”)

Month Day, Year

Firm Submitting Bid
Mailing Address
City, State, & Zip

RE: SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26

Dear Firm Submitting Bid:

The County has reviewed and considered your proposal for the above-referenced project and you are hereby notified that the COUNTY accepts your proposal in the amount of **WRITTEN AMOUNT IN UNITED STATES DOLLARS** (\$_____.) and intends to extend to you a construction contract to complete the project. However, before the contract is awarded to you, you must confirm your receipt and review of this Notice by returning an original, executed copy of it to me on or before the _____ **DAY OF _____ 2026 AT 5:00 P.M. (ARIZONA TIME)** at the following address:

B-04-26-CO77 – CDBG #116-26
Santa Cruz County
c/o Mary Dahl, Special Projects
2150 North Congress Drive, Suite 119
Nogales, Arizona 85621

Upon my receipt of your executed Notice, I will send you a “Notice of Award of Contract” shortly thereafter with further instructions for you. In the meantime, you are not authorized to commence work on the project until you receive a “Notice to Proceed” from the COUNTY, which will be issued upon your and the COUNTY’s execution of the contract for this project and your furnishing of all required statutory payment and performance bonds and certificates of insurance to the COUNTY.

SANTA CRUZ COUNTY

FIRM SUBMITTING BID

Mary Dahl, Special Projects

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

EXHIBIT 12
NOTICE OF AWARD OF CONTRACT (“NOTICE”)

Month Day, Year

Firm Submitting Bid
Mailing Address
City, State, & Zip

RE: SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26

Dear Firm Submitting Bid:

You are hereby notified that the County has awarded you the construction contract for the above-referenced project in the amount of **WRITTEN AMOUNT IN UNITED STATES DOLLARS** (\$_____). (Additionally, deduct/add alternates in the amounts for a total of \$_____).

On or before the _____ **DAY OF _____, 2026 AT 5:00 P.M. (ARIZONA TIME)**, you must provide the following to the COUNTY:

1. **THREE (3) COPIES** of the enclosed **CONTRACT**. The contract (and attachments thereto) must be signed by an authorized representative and corporate seals should be affixed where appropriate.
2. **ONE (1) COPY** of the **STATUTORY PAYMENT BOND** to the COUNTY in the amount of the construction contract.
3. **ONE (1) COPY** of the **STATUTORY PERFORMANCE BOND** to the COUNTY in the amount of the construction contract.
4. **ONE (1) COPY** of a **CERTIFICATE OF INSURANCE** that meets the minimum coverage requirements set forth in the in the contract, including Worker's Compensation. The COUNTY must be designated as additional insured on the insurance policy.

Within **TEN (10) DAYS** from the date of your compliance with all of these conditions, the COUNTY will send you one copy of the fully executed contract and keep the other two copies for itself. Please note that if you do not comply with these conditions, the COUNTY will consider your proposal abandoned and annul this Notice of Award of Contract.

In addition to complying with the conditions mentioned above, you must attend a **PRE-CONSTRUCTION CONFERENCE** on (TBD), 2020 AT 10:00 A.M. (ARIZONA TIME) at the Project Site.

I congratulate you on being selected as the recipient of this Notice of Award of Contract and look forward to having you on board to complete this project.

If you have any questions or concerns, please do not hesitate to contact me at (520) 375-7830.

Sincerely,

Mary Dahl, Special Projects
Santa Cruz County

Enclosures: Contract (3 unexecuted copies)

EXHIBIT 13

NOTICE OF NON-AWARD OF CONTRACT

Month Date, Year

Firm Submitting Bid
Mailing Address
City, State, & Zip

**RE: SANTA CRUZ COUNTY, ARIZONA
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77; CDBG #116-26**

Dear Firm Submitting Bid:

You are hereby notified that your proposal for the above-referenced project was considered but not accepted. Accordingly, I regret to inform you that you will not be awarded a contract for this project. However, I thank you for your submission and hereby notify you that the Clerk of the Santa Cruz County Board of Supervisors will return your Bid Bond to you in short order.

You have the right to protest the decision made by the County. 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: Jesus Valdez, County Manager, 2150 N. Congress Drive Nogales, AZ 85621. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or authorized representative, a detailed statement of legal and factual grounds of the protest including copies of relevant data, and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, ADOH, or others, the County will respond to the protest.

Additionally:

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

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Mary Dahl
Special Projects

Cc: Alma Schultz, Clerk

EXHIBIT 14
NOTICE TO PROCEED

Month Date, Year

Firm Submitting Bid
Mailing Address
City, State, & Zip

**RE: SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26**

Dear Firm Submitting Bid:

You are hereby instructed to commence work on the above-referenced project on the ____ **DAY OF _____, 2020**. You have **THIRTY (30) CONSECUTIVE DAYS** from this date to complete the project, which means that the project must be complete on or before the ____ **DAY OF _____, 2020**.

If you have any questions or concerns, please do not hesitate to contact me at

mdahl@santacruzcountyz.gov or (520) 375-7681. Sincerely,

Mary Dahl, Special Projects

EXHIBIT 15 APPLICATION FOR PAYMENT

APPLICATION FOR PAYMENT NO. _____

To: _____ (COUNTY)

From: _____ (CONTRACTOR)

Contract: _____ Project: _____

COUNTY'S Contract No. _____ CONTRACTOR'S Project No. _____

For work accomplished through the date of: _____

1.	Original Contract Price:	\$ _____
2.	Net change by Change Orders (+ or -):	\$ _____
3.	Amended Contract Price (1 plus 2):	\$ _____
4.	Total completed and stored to date:	\$ _____
	5. Retainage (per Agreement):	
	_____ % of completed work:	\$ _____
	_____ % of stored material:	\$ _____
	Total Retainage:	\$ _____
6.	Total completed and stored to date less retainage (4 minus 5):	\$ _____
7.	Less previous Application for Payments:	\$ _____
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ _____

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from County on account of work done under the above-referenced contract have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all work, materials and equipment incorporated in said work or otherwise listed

in or covered by this Application for Payment will pass to COUNTY at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to County indemnifying County against any such lien, security interest or encumbrance); and (3) all work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated

CONTRACTOR

By: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated

CONTRACTOR

By: _____

EXHIBIT 16 CHANGE ORDER

No.: _____

Date of Issuance:	Effective Date:
Owner:	
Contractor:	
Contract:	
Project:	
Owner's Contract No.	Contractor's Contract No.

You are directed to make the following changes in the Contract Documents:

Description:	
Reason for Change Order:	
Attachments (List documents supporting changes)	

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ _____	Original Contract Times Substantial Completion: _____ Ready for Final Payment: _____ (days or dates)
Net Increase (Decrease) From Previous Change Orders: \$ _____	Original Contract Times Substantial Completion: _____ Ready for Final Payment: _____ (days or dates)
Contract Price Prior to This Change Order: \$ _____	Original Contract Times Substantial Completion: _____ Ready for Final Payment: _____ (days or dates)
Net Increase (Decrease) of This Change Order: \$ _____	Original Contract Times Substantial Completion: _____ Ready for Final Payment: _____ (days or dates)
Contract Price With All Approved Change Orders: \$ _____	Original Contract Times Substantial Completion: _____ Ready for Final Payment: _____ (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

CONTRACTOR (Authorized)

OWNER (Authorized)

CONTRACTOR (Authorized)

Date

Date

Date

EXHIBIT 17
CERTIFICATE OF COMPLETION
(To be completed by Contractor.)

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) PIERSON
FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26

I hereby certify that all goods and/or services required by the County have been delivered in accordance with the Contract Documents and Bid Specifications and that all activities required by the County have been completed as of _____.
(Date)

Firm Name: _____

Principal: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT 18
CERTIFICATE OF SUBSTANTIAL COMPLETION
(To be completed by Engineer.)

SANTA CRUZ COUNTY, ARIZONA ("COUNTY") PIERSON
FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26

I hereby certify that in accordance with the Contract Documents and Bid Specifications, the work on the above-referenced project is substantially complete as of _____.
(Date)

Firm Name: _____

Principal: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT 19 CONTRACT

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) PIERSON
FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26

THIS Contract is entered into between Santa Cruz County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and <CONTRACTOR>, hereinafter called CONTRACTOR, collectively referred to as the Parties.

WITNESSETH

WHEREAS, COUNTY requires, consistent with the provisions of A.R.S. Title 34, the services of a CONTRACTOR to provide all equipment, labor, and material required to construct SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / PIERSON FIELD PLAYGROUND / BID NUMBER: B-04-26-CO77 / CDBG #120-20 and,

WHEREAS, CONTRACTOR is qualified and willing to provide such services; and

WHEREAS, CONTRACTOR submitted the low responsive, responsible bid in response to **BID NUMBER: B-04-26-CO77** for the COUNTY for said work is qualified and willing to provide such services; and

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration the Parties hereto agree as follows:

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract commences on the date of the signature of the Chairman of the Santa Cruz County Board of Supervisors (“Board of Supervisors”) and terminates on [REDACTED], 2020 unless sooner terminated or further extended pursuant to the provisions of this Contract.

Construction completion time for the work to be performed under this Contract will be **SIXTY (60) CONSECUTIVE DAYS** after the date of the “Notice to Proceed.” Liquidated damages will be assessed based upon the construction completion time.

COUNTY has the option to extend the Contract termination date for project completion. Any modification or extension of the Contract termination date will be by formal written amendment executed by the Parties. The Special Projects Manager, County Manager, or the County Board of Supervisors must approve change orders to the Contract or the scope of services before CONTRACTOR performs the work authorized by the Change Order.

ARTICLE 2 – SCOPE OF SERVICES

CONTRACTOR will provide for the COUNTY all labor, materials and equipment necessary to complete the project as described in the bid solicitation B-04-26-CO77, incorporated into this Contract. All work will be done per specifications called for in the bid documents as contained in the Invitation for Bids (IFB)

B-04-26-CO77 and the exhibits thereto, the general conditions to this Contract, and all exhibits and section that are a part of IFB B-04-26-CO77, which are incorporated herein by this reference.

ARTICLE 3 – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in the manner hereinafter specified.

CONTRACTOR will provide detailed documentation in support of requested payment. The CONTRACTOR must cite the Contract number on all invoices. Payments will be made in accordance with Arizona Revised Statutes (“A.R.S.”) § 34-221.

Total payment for this Contract will not exceed <Dollar Amount Spelled Out (\$XX,XXX.XX)>. Payment for this Contract will be made based on **BID FORM FOR LUMP SUM** hereby incorporated herein, for the lump sum amount of the base bid.

For the period of record retention required under Article 23, COUNTY reserves the right to question any payment made under this article and to require reimbursement therefor by offset or otherwise for payments determined to be improper or contrary to the Contract or law.

CONTRACTOR will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment is at CONTRACTOR’S own risk.

Originals of the Applications for Payment are to be submitted no later than the first day of the month to Mary Dahl, Special Projects, Santa Cruz County, mdahl@santacruzcountyaz.gov.

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

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

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

The COUNTY may deduct from each progress payment and final payment an amount equal to the COUNTY's estimate of the liquidated damages then due or that would become due based on the COUNTY'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.

ARTICLE 4 – INSURANCE REQUIREMENTS

CONTRACTOR and SUB-CONTRACTORS shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or SUB-CONTRACTORS.

The COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under this Contract by the CONTRACTOR, his agents, representatives, employees, or SUB-CONTRACTORS. CONTRACTOR is free to purchase such additional insurance as may be determined necessary.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that arise out of the performance of the work under this Contract. The CONTRACTOR is free to purchase additional insurance.

CONTRACTOR'S insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an "A.M. Best" rating of not less than A- VII. COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency

A. Minimum Scope and Limits of Insurance: CONTRACTOR will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

1. General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, as follows:
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Blanket Contractual Liability – Written and Oral \$1,000,000
 - Fire Legal Liability \$50,000
2. Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.
3. Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000.
 - Workers' Compensation Statutory
 - Employers' Liability

Each Accident	\$ 1,000,000
• Disease – Each Employee	\$ 1,000,000
• Disease – Policy Limit	\$ 3,000,000

Additional Insurance Requirements: The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

1. Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include COUNTY, their departments, districts, boards, commissions, officers, officials, agents, and employees as additional insured's with respect to liability arising out of the activities performed by or on behalf of the CONTRACTOR.
2. Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONTRACTOR.
3. Primary Insurance Endorsement: The CONTRACTOR'S policies will stipulate that the insurance afforded the CONTRACTOR will be primary and that any insurance carried by the Department, its agents, officials, employees or COUNTY will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
4. Insurance provided by the CONTRACTOR will not limit the CONTRACTOR'S liability assumed under the indemnification provisions of this Contract.

B. Notice of Cancellation: For each insurance policy required by the insurance provisions of this Contract, the CONTRACTOR must provide to COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to Santa Cruz County Procurement Department, 2150 North Congress Drive, Room 119, Nogales, AZ 85621, FAX 520-761-7843.

C. Verification of Coverage: CONTRACTOR will furnish COUNTY with certificates of insurance (valid ACORD form or equivalent approved by COUNTY) as required by this Contract. An authorized representative of the insurer will sign the certificates.

1. All certificates and endorsements, as required by this written agreement, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
2. All certificates required by this Contract will be sent directly to the Department. COUNTY project or contract number and project description will be noted on the certificate of insurance. COUNTY reserves the right to require complete copies of all insurance policies required by this Contract at any time.

E. Approval and Modifications: COUNTY Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action. CONTRACTOR and sub-Contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under this contract by the CONTRACTOR, its agents, representatives, employees or subContractors, and CONTRACTOR is free to purchase additional insurance.

The COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under this Contract by the CONTRACTOR, his agents, representatives, employees, or SUB-CONTRACTORS. CONTRACTOR is free to purchase such additional insurance as may be determined necessary.

4. Builders' Risk Insurance or Installation Floater

\$ _____

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

- a. The County of Santa Cruz, the CONTRACTOR, SUB-CONTRACTORS, engineer and engineer's Contractor and any others with an insurable interest in the work shall be **Insureds** on the policy.
- b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement**.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Santa Cruz, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
- e. Policy must provide coverage from the time any covered property becomes the responsibility of the CONTRACTOR, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a **waiver of subrogation** against the County of Santa Cruz.
- g. CONTRACTOR is responsible for the payment of all policy deductibles.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Santa Cruz is named as an additional insured, the County of Santa Cruz shall be an additional insured to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Contract.
2. The CONTRACTOR'S insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after **THIRTY (30) DAYS** prior written notice has been given to the County. Such notice shall be sent directly via ***Certified Mail—Return Receipt Requested*** to the following person and address:

Mary Dahl, Special
Projects
Santa Cruz County
2150 North Congress Drive, Suite 119
Nogales, AZ 85621

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** CONTRACTOR shall furnish the COUNTY with certificates of insurance (ACORD form or equivalent approved by the COUNTY) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the COUNTY before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract. All certificates required by this Contract shall be sent directly to the following person and address:

Mary Dahl, Special Projects
Santa Cruz County
2150 North Congress Drive, Suite 119
Nogales, AZ 85621

The COUNTY project/contract number and project description must be noted on the certificate of insurance. The COUNTY reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUB-CONTRACTORS:** CONTRACTOR’S certificate(s) shall include all SUB-CONTRACTORS as additional insureds under its policies *or* CONTRACTOR shall furnish to the COUNTY separate certificates and endorsements for each SUB-CONTRACTOR. All coverages for SUB-CONTRACTORS shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – INDEMNIFICATION CLAUSE

The CONTRACTOR agrees to defend, indemnify, save and hold harmless the County of Santa Cruz, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as “indemnitee,” from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the CONTRACTOR to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the CONTRACTOR will be responsible for primary loss investigation, defense

and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the CONTRACTOR agrees to waive all rights of subrogation against the COUNTY, its officers, officials, agents and employees for losses arising from the work performed by the CONTRACTOR for the COUNTY.

The insurance, its limits, amount and type required herein shall in no way be construed as limiting the scope of this indemnity.

ARTICLE 6 – COMPLIANCE WITH LAWS

CONTRACTOR will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought and maintained in Superior Court in Santa Cruz County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

ARTICLE 7 – INDEPENDENT CONTRACTOR STATUS

The status of CONTRACTOR is that of an independent CONTRACTOR and CONTRACTOR is not considered an employee of Santa Cruz County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONTRACTOR will be responsible for payment of all federal, state and local taxes associated with the compensation received by CONTRACTOR from COUNTY. CONTRACTOR will be responsible for program development and operation without supervision by COUNTY.

ARTICLE 8 – CONTRACTOR/SUB-CONTRACTOR PERFORMANCE

CONTRACTOR will perform the work in accordance with the terms of the Contract and with the degree of care and skill which a licensed CONTRACTOR in Arizona would exercise under similar conditions. CONTRACTOR will employ suitably trained and skilled personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Contract, CONTRACTOR will obtain the approval of COUNTY.

CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONTRACTOR under this Agreement. Without additional compensation, CONTRACTOR will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of CONTRACTOR found during or after the course of the services performed by or for CONTRACTOR under this Agreement, regardless of COUNTY having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

CONTRACTOR will ensure that all SUB-CONTRACTORS have the appropriate and current license issued by the Arizona Registrar of CONTRACTORS for work they perform under this contract. CONTRACTOR will not permit any SUB-CONTRACTOR to perform work that does not fall within the scope of the SUB-CONTRACTOR'S license, except as may be permitted under the rules of the Registrar of CONTRACTORS.

CONTRACTOR will be fully responsible for all acts and omissions of its SUB-CONTRACTOR(S) and of persons directly or indirectly employed by SUB-CONTRACTOR and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of COUNTY

to pay or see to the payment of any money due any SUB-CONTRACTOR, except as may be required by law.

CONTRACTOR must use the SUB-CONTRACTORS named on CONTRACTOR'S SUB-CONTRACTOR List submitted with the bid. No SUB-CONTRACTOR may be added or changed without the prior written approval of the COUNTY subsequent to review and approval by the Administering Department Director. Substitution SUB-CONTRACTORS may be approved at the discretion of the COUNTY for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of the COUNTY.

ARTICLE 9 – ASSIGNMENT

CONTRACTOR will not assign its rights to this Contract in whole or in part, without prior written approval of COUNTY. COUNTY may withhold assignment at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

ARTICLE 10 – NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated by this reference as if fully set forth herein ***including flow down of all provisions and requirements to any SUB-CONTRACTORS***. During the performance of this Contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 11 – AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONTRACTOR is carrying out government programs or services on behalf of COUNTY, then CONTRACTOR shall maintain accessibility to the program to the same extent and degree that would be required of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

ARTICLE 12 - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY will not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE 13 – NON-WAIVER

The failure of COUNTY to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 14 – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution,

cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a Contractor to any other party to the contract with respect to the subject matter of the contract."

ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONTRACTOR to cure a default under this Contract within **TEN (10) DAYS** of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by Contract or otherwise. CONTRACTOR and its sureties, if any, will be liable for any damage to COUNTY resulting from CONTRACTOR'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following constitutes an event of default:
1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
 3. Failure to provide competent supervision at the site;
 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient Material
 5. Failure to make prompt payment to SUB-CONTRACTORS or suppliers for material or labor;
 6. Loss of CONTRACTOR'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR'S performance of this Contract;
 7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Contract; or
 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project become COUNTY'S property and will be delivered to COUNTY not later than **FIVE (5) BUSINESS DAYS** after the effective date of the termination;
 2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract

for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and

3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONTRACTOR will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

D. The Contract will not be terminated for default nor CONTRACTOR charged with damages under this Article, if—

1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—

- (i) Acts of God or of the public enemy,
- (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
- (iii) Acts of another CONTRACTOR in the performance of a Contract with the COUNTY,
- (iv) Fires,
- (v) Floods,
- (vi) Epidemics,
- (vii) Quarantine restrictions,
- (viii) Strikes,
- (ix) Freight embargoes,
- (x) Unusually severe weather, or
- (xi) Delays of SUB-CONTRACTORS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the SUB-CONTRACTOR S or suppliers; and

2. CONTRACTOR, within **THREE (3) DAYS** from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.

E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONTRACTOR'S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.

F. If, after termination of the Contract for default, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the COUNTY.

G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 16 – TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Contract at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least **FIFTEEN (15) DAYS** before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of COUNTY, become its property. If COUNTY terminates the Contract as provided herein,

COUNTY will pay CONTRACTOR an amount based on the time and expenses incurred by CONTRACTOR prior to the termination date. However, COUNTY will make no payment for anticipated profit on unperformed services.

ARTICLE 17 – NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision in this Contract, COUNTY may terminate this Contract if for any reason the Santa Cruz COUNTY Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, COUNTY has no further obligation to CONTRACTOR, other than payment for services rendered prior to termination.

ARTICLE 18 – NOTICES

Any notice required or permitted to be given under this Contract will be in writing and will be served by delivery or by certified mail upon the other parties as follows:

COUNTY:

Mary Dahl, Special Projects
Santa Cruz County
2150 North Congress Drive,
Suite 119
Nogales, Arizona 85621
(520) 375-7681

SEAGO:

William D. Osborne, AICP
wosborne@seago.org
(520) 559-8546

CONTRACTOR:

CONTRACTOR
<CONTRACTOR Name>
<CONTRACTOR Address>
<City, State, & Zip>
<Tel: (XXX) XXX-XXXX>
<Fax: (XXX) XXX-XXXX>

ARTICLE 19 - NON-EXCLUSIVE CONTRACT

at this Contract is Non-Exclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE 20 - CONTRACT DOCUMENTS

- A. **INCORPORATION OF DOCUMENTS:** CONTRACTOR and COUNTY, in entering into this Contract, have relied upon information provided in the COUNTY’S Invitation for Bids (IFB) and the Exhibits thereto on the SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) PIERSON FIELD PLAYGROUND / BID NUMBER: B-04-26-CO77 / CDBG #116-26, all bid documents, which include but are not limited to bid schedule, bonds (bid, payment, and performance), general conditions, special provisions, technical specifications, plans, construction documents, drawings, addenda, and information provided in the CONTRACTOR’S response to IFB on this project. All of these documents are hereby incorporated herein by this reference as if they were fully set forth herein.
- B. **ORDER OF PRECEDENCE:** In the event of a conflict or inconsistency between or among the documents incorporated into this Contract, the Contract Documents shall take precedence in the following order:
1. This Contract
 2. Bid Form
 3. Special Provisions, Technical Specifications, and Plans
 4. CONTRACTOR’S Response to the Solicitation
 5. Instructions to Bidders
 6. Invitation for Bids

The parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among Contract Documents. Any such agreement interpreting the Contract shall be incorporated into the Contract by amendment.

In the event of any conflict between any provision in the Special Conditions, if any, and any provision of the General Conditions, or any other document incorporated herein, the provision in the Special Conditions shall take precedence.

ARTICLE 21 - BONDING REQUIREMENTS

In accordance with A.R.S. §34-221, *et. seq.*, the CONTRACTOR will provide Payment and Performance bonds for not less than **ONE HUNDRED PERCENT (100%)** of the contract amount. Copies of said bonds will be attached to and become part of this Contract.

ARTICLE 22 - OWNERSHIP OF DOCUMENTS

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

ARTICLE 23 – BOOKS AND RECORDS

CONTRACTOR will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

CONTRACTOR will retain all records relating to this Contract at least **FIVE (5) YEARS** after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, CONTRACTOR may, at its option, deliver such records to COUNTY for retention.

ARTICLE 24 – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in ARTICLE 27 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 25 – SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE 26 – DELAYS

Neither party hereto is in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

ARTICLE 27 – DISPUTES

In the event of a dispute between COUNTY and CONTRACTOR regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the County Manager and CONTRACTOR'S counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

ARTICLE 28 – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONTRACTOR in any way related to this Contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any information submitted related to this Contract that CONTRACTOR believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to COUNTY and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a public record and should not include any information considered confidential.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL **TEN (10) BUSINESS DAYS** after the date of notice to the CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. CONTRACTOR will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

ARTICLE 29 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each SUB-CONTRACTOR who performs any work for CONTRACTOR under this Contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any SUB-CONTRACTOR in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any SUB-CONTRACTOR'S warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this

Contract. If the breach is by a SUB-CONTRACTOR, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement SUB-CONTRACTOR (subject to COUNTY approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

CONTRACTOR will advise each SUB-CONTRACTOR of COUNTY'S rights, and the SUB-CONTRACTOR'S obligations, under this Article by including a provision in each subcontract substantially in the following form:

“SUB-CONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUB-CONTRACTOR'S employees, and with the requirements of A.R.S. § 23-214 (A). SUB-CONTRACTOR further agrees that COUNTY may inspect the SUB-CONTRACTOR'S books and records to insure that SUB-CONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUB-CONTRACTOR is a material breach of this contract subjecting SUB-CONTRACTOR to penalties up to and including suspension or termination of this contract.”

Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR'S approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

ARTICLE 30 – ENTIRE AGREEMENT

This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written Amendment signed by the Parties.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Contract on the dates written below.

APPROVED:

CONTRACTOR:

John Fanningr, Chairman
Santa Cruz County Board of Supervisors

Signature of Authorized Representative

Date

Name of Authorized Representative

Date

APPROVED AS TO FORM:

Robert May, Chief Civil Deputy
Santa Cruz County Attorney's Office

Date

EXHIBIT 21

SECTIONS A - D

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26

ENVIRONMENTAL CONDITIONS	SECTION A
CDBG COMPLIANCE BID DOCUMENTS/WAGE RATE	SECTION B
GENERAL CONDITIONS & SPECIAL PROVISIONS	SECTION C

SECTION A

**ENVIRONMENTAL
CONDITIONS**

**SANTA CRUZ COUNTY
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26**

ENVIRONMENTAL CONDITIONS

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26

1. Mitigation Measures:

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

2. Required Permits:

All land disturbances of one acre or more require a Construction Stormwater Notice of Intent (NOI) permit from ADEQ, which must be filed on the Internet at <http://az.gov/webapp/noi/main.do> by the contractor before construction can begin. Per ADEQ, this project is subject to Santa Cruz County Floodplain Regulations.

3. Endangered Species:

The Southwestern Willow Flycatcher, Gila topminnow, lesser long-nosed bats, critical habitat for the willow flycatcher and proposed critical habitat for the yellow-billed cuckoo have all been recorded within two miles of the project. If you are uncertain about the effects of your project to these species and associated critical habitats, or if you anticipate your project will not be in compliance with the [Endangered Species Act], the Department recommends that you and/or the project proponent contact the U.S. Fish and Wildlife Service (USFWS) for their Technical Assistance

4. Native Plant Protection:

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

ATTACHMENT

Arizona Department of State Office of the Secretary of State

ARIZONA ADMINISTRATIVE CODE

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

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

Historical Note

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

R18-2-605. Roadways and Streets

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

Historical Note

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

R18-2-606. Material Handling

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

Historical Note

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

R18-2-607. Storage Piles

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

R18-2-804. Roadway and Site Cleaning Machinery

- A. No person shall cause, allow or permit to be emitted into the atmosphere from any roadway and site cleaning machinery smoke or dust for any period greater than 10 consecutive seconds, the opacity of which exceeds 40%. Visible emissions when starting cold equipment shall be exempt from this requirement for the first 10 minutes.

- B. In addition to complying with subsection (A), no person shall cause, allow or permit the cleaning of any site, roadway, or alley without taking reasonable precautions to prevent particulate matter from becoming airborne. Reasonable precautions may include applying dust suppressants. Earth or other material shall be removed from paved streets onto which earth or other material has been transported by trucking or earth moving equipment, erosion by water or by other means.

Historical Note

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

SECTION B

**CDBG COMPLIANCE BID
DOCUMENT**

**SANTA CRUZ COUNTY
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26**

**(Includes Section 3 Requirements for contracts over
\$300,000)**

SEAGO COMPLIANCE BID DOCUMENT

SECTION I

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

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

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

Regarding Lobbying Regarding Conflict

of Interest Procurement of Recovered

Materials

Civil Rights Provision

Section 503 Clause (Affirmative Action for Handicapped Workers)

Access to Records and Records Retention

Equal Employment Opportunity

Federal Labor Standards Provisions

Section 3



Grantee: **Santa Cruz County** CDBG Contract No: **116-26**
Activity No: **2** Activity Name: **PIERSON FIELD PLAYGROUND**

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

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

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

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

LS-2 INSTRUCTIONS & HIGHLIGHTS

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

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

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



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

1. I, the undersigned, having submitted a bid or having executed a contract with:
(contractor or sub-contractor):

for (name of project):

for (nature of work):

in the amount of \$ _____ certify that:

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

2. I hereby certify that:

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

3. Further, I certify that:

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

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

* See Demographic and Trade Code table below for information

d. Title: _____
e. Date: _____

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

LS-3 INSTRUCTIONS & HIGHLIGHTS

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

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

**CERTIFICATIONS AND
PROVISIONS**
**Santa Cruz
County**
Pierson Field Playground CDBG #116-26

Required Form

This CONTRACT is fully or partially federally funded.
Sign and submit with Bid.

CIVIL RIGHTS

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

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

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

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color,

religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or

vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
 - a. Recruitment, advertising and job application procedures;
 - b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - c. Rates of pay or any other form of compensation and changes in compensation;
 - d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
 - e. Leaves of absence, sick leave or any other leave;
 - f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
 - g. Activities sponsored by the contractor including social or recreational programs; and
 - h. Any other term, condition or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to

employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

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

PROCUREMENT OF RECOVERED MATERIALS

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

ACCESS TO RECORDS AND RECORDS RETENTION

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

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

CONFLICT OF INTEREST

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

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the *Recipient* or *Contractors*.

2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the *Recipient* or *Contractors* that develops at any time during this contract will be immediately disclosed to the *Recipient* and *Contractors*.

ANTI-LOBBYING

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

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

FEDERAL LABOR STANDARDS PROVISION

- to abide by the Davis Bacon Act, Copeland Anti-Kickback Act and Contract Work Hours and Safety Standards Act;
- to post the Wage Rate Determination (WRD) at the project work site;
- to request additional classifications when not included in the WRD;
- to submit weekly payrolls and retain all payroll and other basic records for at least five years after the completion of the project;
- to provide applicable fringe benefits in cash or appropriate plans in writing to all employees;
- to allow interviews to be conducted during working hours;
- that apprentice employees paid below the WRD are under a bona fide apprenticeship program registered with the U.S. Department of Labor;
- that trainee employees will be paid the appropriate wages stated within classification as stated in the WRD;
- that the undersigned is eligible to receive federally funded contracts and will not subcontract with any ineligible contractors or firms;

- that no employee will be discharged due to the employee's involvement of complaints, proceedings and testimony, to include protection of the identity of confidential sources (employees who make complaints) and prevention of unwarranted invasions of privacy;
- that all hours over the 40 hours per week limit will be paid at no less than one and one half time the basic hourly rate of pay;
- that there will be no unsafe, unsanitary, or hazardous conditions on the work site;
- to follow **ALL** the components of the Federal Labor Standards Provisions

SECTION 3

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

CERTIFICATIONS SIGNATURE

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

(Typed Name of Official)

(Signature of Official)

(Typed Name of Firm)

(Date)

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SANTA CRUZ COUNTY
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26**

WAGE RATE DETERMINATION

NUMBER:AZ28 (MOD #1)

TYPE:BUILDING

DATE:5/18/2026

"General Decision Number: AZ20260028 05/18/2026

State: Arizona

Construction Types: Building

Counties: Arizona Counties of Santa Cruz

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

BRAZ0003-009 07/01/2024

Rates

Fringes

BRICKLAYER ZONE PAY: (RADIUS MILES FROM THE INTERSECTION OF CENTRAL AVE. AND WASHINGTON ST., PHOENIX, AZ) ZONE A: 0-60 MILES- BASE RATE ZONE B: 61-75 MILES- BASE RATE PLUS \$2.00 PER HOUR ZONE C: 75-100 MILES- BASE RATE PLUS \$3.00 PER HOUR ZONE D: 101-200 MILES- BASE RATE PLUS \$3.50 PER HOUR ZONE E: OVER 200 MILES- BASE RATE PLUS \$6.50 PER HOUR.....\$ 32.29

9.97

CARP1327-001 07/01/2019

Rates

Fringes

CARPENTER (DRYWALL HANGING ONLY).....\$ 26.24

8.86

ELEC0570-003 06/01/2025

Rates

Fringes

ELECTRICIAN: INCLUDES ALARM INSTALLATION AND LOW

VOLTAGE WIRING ZONE DEFINITIONS- ZONE A: THE
 AREA WITHIN A THIRTY-NINE (39) MILE RADIUS FROM A
 BASE POINT AT THE TUCSON TOWN HALL. ZONE B: 40 TO
 74 MILE RADIUS FROM THE TOWN HALL IN TUCSON- AN
 ADDITIONAL \$ 3.50 PER HOUR ZONE C: 75 MILE RADIUS
 FROM THE TOWN HALL IN TUCSON TO THE OUTER LIMITS OF
 THE GEOGRAPHIC JURISDICTION- AN ADDITIONAL \$ 7.50
 PER HOUR.....\$ 33.00
 13.04

ENGI0428-003 06/01/2022

Rates

Fringes

POWER EQUIPMENT OPERATOR: CRANE (4) 100 TONS AND
 OVER.....\$ 35.52
 12.57

POWER EQUIPMENT OPERATOR: CRANE (3) 15 TONS TO
 100 TONS, TOWER CRANE.....\$ 34.49
 12.57

POWER EQUIPMENT OPERATOR: CRANE (2) UNDER 15 TONS.\$ 33.41
 12.57

IRON0075-002 08/01/2025

Rates

Fringes

IRONWORKER, REINFORCING AND STRUCTURAL ZONE 1: 0
 TO 50 MILES FROM CITY HALL IN PHOENIX OR TUCSON
 ZONE 2: 050 TO 100 MILES - ADD \$4.00 ZONE 3: 100
 TO 150 MILES - ADD \$5.00 ZONE 4: 150 MILES & OVER
 - ADD \$6.50.....\$ 33.00
 19.91

LABO1184-010 06/01/2025

Rates

Fringes

LABORER: MASON TENDER-BRICK.....\$ 27.41
 9.26

PAIN0086-006 06/30/2021

Rates

Fringes

DRYWALL FINISHER/TAPER (ZONE B) ZONE PAY: ZONE
 A: FREE ZONE: A DISTANCE OF 0 TO 100 MILES FROM THE
 OLD PHOENIX COURTHOUSE. ZONE B: A DISTANCE OF 101
 MILES AND OVER FROM THE OLD PHOENIX COURTHOUSE:
 \$3.50 PER HOUR OVER ZONE A.....\$ 27.05
 7.49

DRYWALL FINISHER/TAPER (ZONE A) ZONE PAY: ZONE
 A: FREE ZONE: A DISTANCE OF 0 TO 100 MILES FROM THE
 OLD PHOENIX COURTHOUSE. ZONE B: A DISTANCE OF 101
 MILES AND OVER FROM THE OLD PHOENIX COURTHOUSE:
 \$3.50 PER HOUR OVER ZONE A.....\$ 23.55
 7.49

 SUAZ2012-017 05/30/2012

Rates

Fringes

TILE SETTER.....\$ 15.93
 0.45
 SPRINKLER FITTER (FIRE SPRINKLERS).....\$ 16.48
 2.94
 SHEET METAL WORKER.....\$ 18.68
 4.91
 ROOFER, INCLUDES INSTALLATION OF METAL ROOFS.....\$ 17.46
 4.47
 PLUMBER.....\$ 19.04
 3.07
 PIPEFITTER.....\$ 22.21
 6.12
 PAINTER: BRUSH, ROLLER AND SPRAY.....\$ 16.13
 0.00
 OPERATOR: BACKHOE.....\$ 14.00
 1.80
 LABORER: MASON TENDER - CEMENT/CONCRETE.....\$ 16.05
 1.49
 LABORER: LANDSCAPE & IRRIGATION.....\$ 9.31
 0.00
 LABORER: COMMON OR GENERAL.....\$ 15.50
 4.50
 GLAZIER.....\$ 15.98
 0.79
 FLOOR LAYER: HARDWOOD AND RESILIENT FLOORING.....\$ 17.98
 6.50

CEMENT	MASON/CONCRETE	FINISHER.....	\$	17.71
2.60				
CARPENTER,	EXCLUDES	DRYWALL	HANGING.....	\$ 22.00
1.31				

 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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at

www.dol.gov/whd/govcontracts.

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

"

SEAGO COMPLIANCE BID DOCUMENT

SECTION II

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

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

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

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

LS-5: Statement of Compliance – Contractor/Subcontractor must submit a completed statement of compliance **along with each weekly payroll report.** HUD 347 requires documentation that appropriate fringe benefits (predetermined by DOL) are paid in cash or to a plan, in addition to payment of minimum rates stated in the WRD. Falsification of the LS-5 is grounds for civil and/or criminal prosecution.

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

first payroll submission.

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

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

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

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

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

EEO Certification Poster – Required by the Arizona Housing and Urban Development and Governor's Office of Housing Development to be **posted** at all federally funded job sites and filled in with: **Employer's Name and Address; Equal Employment Opportunity Officer and/or Complaints Officer.**

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

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

- **Payroll Calculation Doc:** Section 3 Assurance – Provides assurance that the Contractor/ Subcontractor will comply with Section 3 requirements. **Complete, sign and submit as part of the bid package or within 3 days following award of contract.**
- Estimated Project Work Force Breakdown – Identifies additional positions needed to complete the Section 3 covered project. **Complete, sign and submit as part of the bid package or within 3 days following award of contract.**
- Section 3 Business Self-Certification – Required in order to qualify as Section 3 business concern. **Complete, sign and submit as part of the bid package, or within 3 days following award of contract. If you DON'T qualify, submit with N/A filled in.**

REQUIRED ONLY WHEN APPLICABLE (*forms will be provided to the awarded contractor if needed*):

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

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

1. I, the undersigned, having submitted a bid or having executed a contract with:
(contractor or sub-contractor): _____
for (name of project): _____
for (nature of work): _____
in the amount of \$ _____ certify that:
 - a. The Labor Standards Provisions (HUD 4010) are included in the aforementioned contract or bid;
 - b. Wage Decision # _____; Modification # _____ are included in the aforementioned contract or bid.

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

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

Contractor Information

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

* See Demographic and Trade Code table below for information

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

b. The undersigned is:

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

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

NAME

TITLE

ADDRESS

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

NAME

ADDRESS

NATURE OF INTEREST

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

NAME

ADDRESS

TRADE CLASSIFICATION

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

- a. Name of Contractor: _____
- b. Signature (**in ink**): _____
- c. Typed or Printed Name: _____
- d. Title: _____
- e. Date: _____

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

LS-3 (05/2016)

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

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

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

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

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

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

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

* See Demographic and Trade Code table below for information

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

b. The undersigned is:

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

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

NAME

TITLE

ADDRESS

LS-4 - PAYROLL REPORT

NAME OF CONTRACTOR () OR SUBCONTRACTOR ()	ADDRESS
---	---------

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION Santa Cruz County – Pierson Field Playground	PROJECT/CONTRACT NO. 116-26
-------------	-----------------	---	---------------------------------------

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	No. of WH Exe m	(2) WORK CLASSIFICATION	O T or S T	(3) DAY AND DATE							(4) TOTAL HOURS	(5) RATE OF PAY	(6) GROSS AMOUNT EARNED	(7) DEDUCTIONS					(8) NET WAGES PAID
				HOURS WORKED EACH DAY										FICA	FEDERAL WITH- HOLD- ING	STATE WITH- HOLD- ING	OTHER	TOTAL DEDUCT- IONS	
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GRANTEE USE ONLY		
Date Received: _____	Date Reviewed: _____	Reviewed By: _____
Grantee Name: Santa Cruz County	CDBG Contract No: 116-26	

Request For Authorization Of Additional Classification And Rate	Check Appropriate Box <input type="checkbox"/> Service Contract <input type="checkbox"/> Construction Contract	OMB Control Number: 9000-0066 Expiration Date: 5/31/2027
--	--	---

Instructions: The Contractor shall complete items 3 through 16, keep a pending copy, and submit the request, in quadruplicate, to the Contracting Officer.

1. To: Administrator, Wage And Hour Division U.S. Department Of Labor Washington, DC 20210	2. From: (Reporting Office)
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3. Contractor	4. Date Of Request
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5. Contract Number	6. Date Bid Opened (Sealed Bidding)	7. Date Of Award	8. Date Contract Work Started	9. Date Option Exercised (If Applicable) (Service Contract Only)
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10. Subcontractor (If Any)

11. Project And Description Of Work (Attach Additional Sheet If Needed)

12. Location (City, County, And State)

13. In Order To Complete The Work Provided For Under The Above Contract, It Is Necessary To Establish The Following Rate(s) For The Indicated Classification(s) Not Included In The Department Of Labor Determination

Number: _____ Dated: _____

a. List In Order: Proposed Classification Title(s); Job Description(s); Duties; And Rationale For Proposed Classifications (Service contracts only)	b. Wage Rate(s)	c. Fringe Benefits Payments
(Use reverse or attach additional sheets, if necessary)		

14. Signature And Title Of Subcontractor Representative (If Any)	15. Signature And Title Of Prime Contractor Representative
--	--

LS-5 - STATEMENT OF COMPLIANCE

Date _____

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

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
 on the _____
 (Contractor or subcontractor) (Building or work)

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

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

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

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

(4) That:

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

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

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

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

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

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

Contractors Who Pay All Required Fringe Benefits

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

Contractors Who Pay No Fringe Benefits

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

Use of Section 4(c), Exceptions

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

Request For Authorization Of Additional Classification And Rate	Check Appropriate Box <input type="checkbox"/> Service Contract <input type="checkbox"/> Construction Contract	OMB Control Number: 9000-0066 Expiration Date: 5/31/2027
--	--	---

Instructions: The Contractor shall complete items 3 through 16, keep a pending copy, and submit the request, in quadruplicate, to the Contracting Officer.

1. To: Administrator, Wage And Hour Division U.S. Department Of Labor Washington, DC 20210	2. From: (Reporting Office)
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3. Contractor	4. Date Of Request
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5. Contract Number	6. Date Bid Opened (Sealed Bidding)	7. Date Of Award	8. Date Contract Work Started	9. Date Option Exercised (If Applicable) (Service Contract Only)
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10. Subcontractor (If Any)

11. Project And Description Of Work (Attach Additional Sheet If Needed)

12. Location (City, County, And State)

13. In Order To Complete The Work Provided For Under The Above Contract, It Is Necessary To Establish The Following Rate(s) For The Indicated Classification(s) Not Included In The Department Of Labor Determination

Number: _____ Dated: _____

a. List In Order: Proposed Classification Title(s); Job Description(s); Duties; And Rationale For Proposed Classifications (Service contracts only)	b. Wage Rate(s)	c. Fringe Benefits Payments
(Use reverse or attach additional sheets, if necessary)		

14. Signature And Title Of Subcontractor Representative (If Any)	15. Signature And Title Of Prime Contractor Representative
--	--

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

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

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

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

OVERTIME

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

ENFORCEMENT

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

APPRENTICES

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

PROPER PAY

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

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



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

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

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

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:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

1-866-4-USWAGE

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



WWW.WAGEHOUR.DOL.GOV

ARIZONA LAW PROHIBITS DISCRIMINATION IN EMPLOYMENT

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

BY: Employers, Employment Agencies or Labor Unions.

WITH RESPECT TO: Hiring, Promotion, Transfer, Termination, Salary or Benefits, Lay-Off, Apprenticeship and Training Programs, Job Referrals, or Union Membership.

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.

¡LA DISCRIMINACIÓN ES ILEGAL!

Las leyes federales lo protegen a usted y a otras personas de la discriminación por medio de algunos o todos los programas de la empresa, organización u oficina en la que está leyendo este póster. El Centro de Derechos Civiles (conocido como CRC, por su sigla en inglés) del Departamento del Trabajo de los EE.UU. está a cargo de supervisar muchas de esas leyes. No importa si usted es un cliente que desea o necesita servicios; un empleado de

la empresa, organización u oficina; un postulante a un empleo; o parte del público en general. Si entra en contacto con un programa cubierto por una de las leyes, el programa no puede discriminar en su contra.

El CRC ha diseñado este póster para explicar:

- cuáles son sus derechos y
- dónde puede presentar una denuncia si cree que se ha violado la ley.

Estos tipos de discriminación son ilegales

Un programa cubierto por una de las leyes mencionadas en la parte superior de este póster no puede discriminar por ninguno de los siguientes conceptos (tipos de discriminación):

En el caso de los clientes, postulantes, empleados y el público en general:

- raza
- color
- procedencia
- religión
- sexo
- edad
- discapacidad
- afiliación o convicción política

Sólo en el caso de los clientes:

- ciudadanía o capacidad para trabajar legalmente en los EE.UU.
- ser parte de cualquier programa que recibe un tipo específico de "asistencia financiera" del Gobierno Federal por una ley específica (la Ley de Inversión en la Fuerza Laboral [Workforce Investment Act])

¿Cómo puedo presentar una denuncia por discriminación?

Si cree que:

- un programa de esta empresa, organización u oficina ha discriminado en su contra o contra algún grupo específico de personas, y
- la clase de discriminación que usted cree que sucedió es parte de la lista que se presenta en este póster, entonces tiene derecho a presentar una denuncia por discriminación.

¿Existe algún plazo límite para presentar una denuncia?

Sí. Debe presentarla dentro de los 180 días posteriores a la discriminación. La única persona que puede autorizarlo a presentar una denuncia fuera de ese plazo es el Director del Centro de Derechos Civiles (CRC), en Washington, DC. Si desea presentar una denuncia una vez transcurridos 180 días luego de la discriminación, debe escribir al Director del CRC, explicar por qué debería autorizarlo y solicitar su permiso. La dirección del CRC está en este póster.

¿Qué debe incluir la denuncia?

La denuncia debe presentarse por escrito. Debe incluir la siguiente información:

- Su nombre
- Su dirección
- Su firma
- El nombre y la dirección del programa, empresa, organización u oficina que cree ha discriminado en su contra o contra algún grupo específico de personas
- La fecha en que usted cree sucedió la discriminación.
- Los tipos de discriminación que cree corresponden al caso (por ejemplo, raza, sexo, discapacidad o edad).
- Los nombres de las personas involucradas en la discriminación, incluidos los testigos.

Debe además explicar qué pasó y por qué cree que se trató de discriminación.

¿Debo presentar la denuncia personalmente?

Puede hacerlo a través de un "representante". Su representante debe ser un abogado, un miembro de su familia, un trabajador social, un representante sindical o cualquier otra persona a quien usted elija para presentar la denuncia en su nombre. Si un representante presenta la denuncia por usted, deberá incluir tres cosas en el reclamo.

- Primero, el nombre de su representante deberá estar en la denuncia.
- Segundo, la denuncia debe afirmar que su representante está presentando el reclamo por usted.
- En tercer lugar, usted debe firmar la denuncia.

¿Dónde puedo presentar una denuncia?

Puede elegir uno de dos posibles lugares donde presentar su denuncia. El nivel estatal o local. Si desea presentar su denuncia en el nivel estatal o local, a continuación encontrará la información de contacto para la oficina correcta:

SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION
1403 W. HWY 92
BISBEE, AZ 85603

El Centro de Derechos Civiles del Gobierno Federal. Si desea presentar su denuncia ante el Centro de Derechos Civiles, por favor envíela a la siguiente dirección:

U.S. DEPARTMENT OF LABOR
CIVIL RIGHTS CENTER
200 CONSTITUTION AVE. NW
ROOM N4123
WASHINGTON, DC 20210

Si tiene alguna pregunta puede contactar al CRC por teléfono o correo electrónico:

Teléfono: (202) 693-6500
TTY/TDD: (202) 693-6516
Correo electrónico: CivilRightsCenter@dol.gov

O visitar el sitio Web del CRC:
<http://www.dol.gov/oasam/programs/crc>

Los horarios de atención al público del CRC son de 09:00 a.m. a 17:00 p.m., hora del Este.

¿Necesito un formulario especial para presentar la denuncia?

- Si presenta su denuncia ante el CRC no necesita inicialmente ningún formulario especial. Sólo debe asegurarse de enviarnos toda la información listada en la sección "¿Qué debe incluir la denuncia?" de este póster. Pero si no usa nuestro formulario para denuncias le solicitaremos que complete uno antes de comenzar a trabajar sobre su reclamo.
- Si desea presentar su denuncia en el nivel estatal o local tampoco precisa usar inicialmente un formulario especial. Pero la oficina donde presente su denuncia puede también requerirle que complete uno o varios formularios antes de que su personal comience a trabajar en su reclamo. Por favor use la información de contacto anterior para consultar a esa oficina.

¿Dónde puedo obtener una copia del formulario para denuncias del CRC?

- ¿Puede usar el Internet para imprimir los formularios? Si puede hacerlo, el sitio Web del CRC tiene copias del formulario para denuncias en:
<http://www.dol.gov/oasam/programs/crc/CImain.htm>
- Si no puede usar el Internet para imprimir los formularios, puede obtener copias de las siguientes maneras:
 - Puede escribir al CRC y solicitar una copia del formulario. La dirección postal del CRC está en este póster.
 - La empresa, organización u oficina en la que está leyendo este póster debería poder entregarle una copia del formulario.

¡CONOZCA SUS DERECHOS!

DISCRIMINATION IS! AGAINST THE LAW!

Federal laws protect you, and other people, from discrimination by some or all of the programs of the business, organization, or office where you are reading this poster. The Civil Rights Center (known as "CRC"), in the U.S. Department of Labor, is in charge of overseeing many of these laws. It does not matter if you are a customer wanting or needing services; an employee of the business, organization, or office; a person applying for a job;

These types of discrimination are against the law

A program that is covered by one of the laws mentioned at the top of this poster is not allowed to discriminate on any of the following bases (types of discrimination):

For customers, applicants, employees, and the general public:

- race
- color
- national origin
- religion
- sex
- age
- disability
- political affiliation or belief

For customers only:

- citizenship or status to work legally in the US
- being part of any program that gets a specific type of "financial assistance" from the Federal government under a specific law (the Workforce Investment Act).

How can I file a discrimination complaint?

If you think:

- a program of this business, organization, or office has discriminated against you, or against any specific group of people, and
- the type of discrimination you think happened is on the list you will find elsewhere on this poster, then you have the right to file a discrimination complaint.

Is there a time limit for filing a complaint? Yes. You must file a discrimination complaint within 180 days of the day on which the discrimination took place. The only person who can let you file your complaint late is the Director of the Civil Rights Center (CRC), in Washington, DC. If you want to file a complaint more than 180 days after the discrimination, you must write to the CRC Director, explain why you should be allowed to file your complaint late, and ask for permission. Look for the address for CRC on this poster.

What should the complaint include?

The complaint must be filed in writing. It should include this information:

- Your name
- Your address
- Your signature
- The name and address of the program, business, organization, or office you think discriminated against you or against a specific group of people.
- The date when you think the discrimination took place.
- The types of discrimination you think are involved in the case (for example, race, sex, disability, age).
- The names of any people who were involved in the discrimination, including any witnesses.

You must also explain what happened, and why you think discrimination took place.

Do I have to file the complaint myself? You may file the complaint through a "representative." Your representative may be a lawyer, a family member, a social worker, a union steward, or anyone else you choose to file the complaint for you. If a representative files your complaint for you, these three things must be on the complaint.

- First, your representative's name must be on the complaint.
- Second, the complaint must say that your representative is filing the complaint for you.
- Third, you must personally sign the complaint.

or a member of the general public. If you have contact with a program that is covered by one of the laws, the program cannot discriminate against you. CRC has designed this poster to explain:

- what your rights are, and
- where you can file a complaint if you believe the law has been violated.

Where may I file a complaint? You can choose one of two possible places to file your complaint.

The state or local level. If you would like to file your complaint at the state or local level, here is the contact information for the correct office:

SOUTHEASTERN ARIZONA GOVERNMENTS ORGANIZATION
1403 W. HWY 92
BISBEE, AZ 85603

The Federal government's Civil Rights Center. If you would like to file your complaint with the Civil Rights Center, please send it to this address:

U.S. DEPARTMENT OF LABOR
CIVIL RIGHTS CENTER
200 CONSTITUTION AVE. NW
ROOM N4123
WASHINGTON, DC 20210

If you have any questions, you may contact CRC by phone or e-mail:

Phone: (202) 693-6500

TTY/TDD: (202) 693-6516

Email: CivilRightsCenter@dol.gov

Or check CRC's website: <http://www.dol.gov/oasam/programs/crc>

CRC's business hours are 9 am to 5 pm, Eastern Time.

Do I need to use a special form to file the complaint?

- If you file your complaint with CRC, you do not have to use a special form at first. You just need to make sure to send us all of the information on the list in the "What should the complaint include?" section of this poster. But if you do not use our complaint form, we will ask you to fill out a copy of the form before we begin working on your complaint.
- If you would like to file your complaint at the State or local level, you also do not need to use a special form at first. But the office where you file your complaint may also ask you to fill out one or more forms before its staff begins working on your complaint. Please use the contact information above to check with that office.

Where can I get a copy of CRC's complaint form?

- Are you able to use the Internet to print forms? If yes, CRC's website has copies of the complaint form, in either English or Spanish.
 - This is the Web address for the form in English:
[http://www.dol.gov/oasam/programs/crc/CIFEng\(Wd\)08.doc](http://www.dol.gov/oasam/programs/crc/CIFEng(Wd)08.doc)
 - This is the Web address for the form in Spanish:
[http://www.dol.gov/oasam/programs/crc/CIF\(Span\)08.doc](http://www.dol.gov/oasam/programs/crc/CIF(Span)08.doc)
- If you are not able to use the Internet to print forms, you may get a copy of CRC's complaint form in one of these ways:
 - You may write to CRC to ask for a copy of the form. Look for CRC's mailing address on this poster.
 - The business, organization, or office where you are reading this poster should be able to give you a copy of the form.

KNOW YOUR RIGHTS!

SLS-17 – CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

NAME OF CONTRACTOR/SUBCONTRACTOR: _____

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

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

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

Signature

Date

Typed Name/Title

SECTION 3 ASSURANCE

THIS FORM MUST BE SUBMITTED BY THE CONTRACTOR/SUB CONTRACTOR WITH THE BID OR WITHIN 3 DAYS FOLLOWING AWARD OF CONTRACT.

1. I, the undersigned, _____, as official representative of
(printed name)
_____ agree to comply with Section 3 requirements,
(contractor/subcontractor)
to include record keeping and reporting, for the _____ . It is
(project)
understood that failure to comply may result in the following sanctions: cancellation, termination or suspension of this contract in whole or in part.
2. Prime Contractor/Subcontractor
 - a. The number of positions needed in this project: _____
Details of occupational categories provided in Attachment A _____ (yes)
 - b. The number of these positions to be filled by regular, permanent employees: _____
 - c. The number of positions projected to be filled by low income area residents: _____
Details of occupational categories provided in Attachment A _____ (yes)
3. Subcontractors/Vendors/Lower-Tier Subcontractors
 - a. The number of subcontractors projected to be utilized for this project: _____
 - b. The number of subcontractors projected to be Section 3 businesses: _____
 - c. The number of businesses/suppliers projected to be utilized: _____
Dollar amount: \$ _____
 - d. The number of businesses/suppliers projected to be Section 3 businesses/suppliers: _____
Dollar amount: \$ _____

Signature/Title

Date

Attachment A

**SECTION 3
 ESTIMATED PROJECT WORK FORCE BREAKDOWN**

THIS FORM MUST BE SUBMITTED BY THE CONTRACTOR WITH THE BID OR WITHIN 3 DAYS FOLLOWING AWARD OF CONTRACT.

1. Job Category	2. Total Estimated Positions Needed for Project	3. No. of Positions Occupied by Permanent Employees	4. Number of Positions Not Occupied	5. No. of Positions to be Filled with Section 3 Residents	6. Approximate Hiring Date
Supervisor					
Professional					
Technical					
Office/Clerical					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
TOTALS					

Section 3 Resident

Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the County where the project is located, if not within a MSA in which the Section 3 covered project is located.

Company

Company Address

Phone Number E-mail

Person Completing Form

Date

SECTION 3 BUSINESS SELF-CERTIFICATION

THIS FORM MUST BE SUBMITTED BY THE CONTRACTOR WITH THE BID OR WITHIN 3 DAYS FOLLOWING AWARD OF CONTRACT IF APPLICABLE

A. Basis for Self-Certification

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

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

(check all applicable)

- 1) _____ 51% or more ownership by Section 3 residents;
- 2) _____ At least 30% of the current permanent, full-time employees are Section 3 residents or were Section 3 residents at the time they were hired (within the past three years);
- 3) _____ Is committed to subcontracting more than 25% of the total dollars awarded by _____ to business concerns that meet the qualifications indicated in 1) or 2) above.
(name of grantee)

B. Certifications

I, the undersigned, hereby certify that:

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

Signature

Date

Printed Name

Title

SECTION 3 NOTICE DOCUMENTATION

THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND SUBMITTED WITH FINAL PAYROLL AND FILED IN THE GRANTEE'S SECTION 3 FILE IF THE CONTRACTOR INDICATED THAT THEY WOULD BE HIRING AS A RESULT OF THE CDBG PROJECT.

1. The Section 3 Employment and Training Notice (Form S3P-1) was mailed to the following entities (e.g. labor organizations, community based groups, social service agencies, Headstart Programs) on the date indicated:

Entity _____ Date _____

2. The Section 3 Employment and Training Notice (Form S3P-1) was posted as follows:

Location _____ Date _____

3. The Section 3 Employment and Training Notice (Form S3P-1) was printed in the following publications and copies of each are attached:

Publication _____ Date _____

4. Other actions taken to disseminate the Section 3 Employment and Training Notice (Form S3P-1) (include dates):

Signature

Date

Printed Name/Title

Phone No. E-mail

THIS REPORT MUST BE COMPLETED BY THE CONTRACTOR (SUBCONTRACTOR WHEN APPLICABLE) AND SUBMITTED WITH FINAL PAYROLL.
 A COPY OF THE COMPLETED FORM MUST ALSO BE SUBMITTED TO ADOH WITH THE CONTRACTOR'S FINAL REQUEST FOR PAYMENT

SECTION 3 BUSINESS UTILIZATION REPORT

Total Dollar Amount of Contract: _____

Prime/Subcontractor Contractor: _____ Federal ID No.: _____

Address: _____

1. Name of Subcontractor/ Vendor	2 √ Check if Sec. 3	3. Address (zip + last 4 digits) & Telephone	4 Trade/Service or Supply	5. Contract Amount	6. Award Date	7. Federal Identification No.

Total Dollar Amount Awarded to Section 3 Businesses:
 \$ _____

 Person Completing Form

 Company

 Phone E-mail

 Date

Report Date: ___/___/___ to ___/___/___

Activity No: **2** Activity Name: **Pierson Field Playground**

REPORT MUST BE COMPLETED BY THE GRANTEE (W/A) AND CONTRACTOR/SUBCONTRACTOR AND SUBMITTED WITH FINAL PAYROLL

SECTION 3 APPLICANT AND NEW HIRE EMPLOYMENT REPORT

1. Job Category	2. Total Positions Needed to Complete Job	3. No. Occupied by Permanent Employees	4. No. of Positions Not Occupied	5. No. of Section 3 Applicants	6. No. of Section 3 Applicants Hired	7. Gender/ Other ¹	8. Ethnicity ²	9. Section 3 Status ³
Supervisor								
Professional								
Technical								
Office/Clerical								
Others								
TRADE:								
Journeyman								
Apprentices								
Trainees								
Others								
TOTALS								

¹ M = Male F = Female D = Disabled

² 1 = White 2 = Black African-Am 3 = Asian 4 = Am-Indian/Alaskan 5 = American Indian/Alaskan 6 = Hawaiian Pacific Islander 7 = Am-Indian/Alaskan Native & White 8 = Asian & White 9 = Black/African-Am & White 10 = Am-Indian/Alaskan & Black African-Am 11 = Other Single or Multi-Racial Category

³ 1 = LM living in Service Area 2 = PHA resident living in Service Area 3 = Income Qualified for other LM Program (name program) 4 = Youthbuild Participant 5 = Homeless Person 6 = PHA or LM person regardless of residence

Certification: This company hereby certifies that the information provided above is an accurate report of its Section 3 efforts.

Grantee/Contractor/Subcontractor: _____ Phone: _____ E-mail: _____ Address: _____

Date: _____ Signature: _____ Printed Name/Title: _____

SEAGO COMPLIANCE BID DOCUMENT

SECTION III

LABOR STANDARDS VERIFICATION ITEMS

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

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

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

SF1445/LS-9: Record of Employee Interview – Verify that the contractor is paying its employees Davis- Bacon wages, overtime pay, fringe benefits, appropriate deductions, no kickbacks, safe working conditions, no discrimination, etc. At least 75% of all employees (contractor and subcontractors) will be interviewed the first and last month of construction—more often if there are problems, non-consistencies, non-compliance, etc. with the project or paperwork.

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

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

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

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

SECTION C

GENERAL CONDITIONS & SPECIAL PROVISIONS

**SANTA CRUZ COUNTY
PIERSON FIELD PLAYGROUND
BID NUMBER: B-04-26-CO77
CDBG #116-26**

GENERAL CONDITIONS

ARTICLE 1

DEFINITIONS AND GENERAL PROVISIONS

1.1 PROJECT ADMINISTRATOR, OWNER AND LESSEE

1.1.1 PROJECT ADMINISTRATOR. The Project Administrator shall be Santa Cruz County Special Projects Coordinator Mary Dahl or other designee who has been tasked with the duties of being the principal point of contact representing the County with the Contractor. All final decisions concerning Change Orders, Payments, Substantial Completion, Final Completion, Liquidated Damages and Contract Time shall be reserved to the Project Administrator and this provision of the Contract shall take precedence over any other term hereof

1.1.2 OWNER is Nogales Unified School District.

1.2 CONTRACTOR

1.2.1 The Contractor is the person or organization identified as such in the Contract and the term "Contractor" means the Contractor or his authorized representative.

1.3 PROJECT MATERIALS

1.3.1 All materials and articles of any kind necessary for this Work are subject to the approval of the Project Administrator and his judgment and decision shall be final and conclusive.

1.3.2 After execution of the Contract, changes of brand named, trade named, trademarked, patented articles, or any other substitutions will be allowed only by written order signed by the Project Administrator, in which case the County shall receive all benefit of the difference in cost involved, except where choice of material or method is designated "or equal" in the specifications.

1.4 WORK

1.4.1 WORK is all of the improvements to be made on the new playground structure and associated improvements at Pierson Field at 451 North Arroyo Boulevard, Nogales, Arizona, as more fully set forth in the Contract Documents. Any changes to the Scope of Work must be pursuant to a written Change Order in accordance with these General Conditions.

ARTICLE 2

REVIEW OF CONTRACT DOCUMENTS AND SITE CONDITIONS

2.1 By executing this Contract the Contractor warrants that he has carefully studied and compared the Contract, General Conditions, Drawings, Specifications, Addenda, all other Contract Documents and the existing structure and has determined that the Contract Documents

describe a completely buildable and functional Project. The Contractor shall at once report to the Project Administrator any error, inconsistency or omission he may discover.

- 2.2 The Contractor shall verify all dimensions shown and check all measurements in connection with any present improvements, driveways, or other existing conditions, before executing any work.
- 2.3 The Contractor agrees to comply fully with all applicable state, federal and local laws. Contractor agrees to indemnify and hold harmless the County and Owner from all claims or whatever nature involving failure of the Contractor or any of its Subcontractors to comply with any federal, state or local law or ordinance in connection with this Project.
- 2.4 It is the Contractor's responsibility to inspect the site of the work to identify any surface or subsurface conditions or underground facilities that can be reasonably identified and that are materially different than what may be indicated in the Contract Documents prior to beginning the Work.
- 2.5 If the Contractor believes that any surface, subsurface or physical condition at the work site that is uncovered or revealed is of such a nature as to require a Change Order, because it either differs materially from that which is specifically designated on the Contract Documents or is of an unusual nature and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character required by the Contract at this location, then the Contractor shall promptly notify the Project Administrator in writing prior to further disturbing the site and performing the Work. The Project Administrator shall promptly review such notice and the conditions and advise the Contractor whether additional tests may be required or a revision of the plans may be appropriate. The Contractor shall not be entitled to an adjustment in the Contract Price or Contract Time if the Contractor knew or should have known of the existence of such conditions at the time of the Bid was submitted; the existence of the condition could reasonably have been discovered or revealed as a result of the investigation or study of the site as required of the Contractor, or the Contractor failed to provide written notice of condition, as required in this section.
- 2.6 The Contractor is required to verify the location any utilities and to comply with all applicable laws and regulation regarding the location and protection of utilities. No additional compensation shall be provided for complying with these obligations.
- 2.7 SANITATION. The Contractor shall provide temporary sanitation facilities for the use of employees on this construction. Following the period of necessity for such facilities, they shall be removed and all evidence thereof effaced.
- 2.8 USE OF PREMISES. Lessee will vacate the Premises for the duration of Work. The Contractor shall confine his equipment and plant, the storage of materials, and the operations of his workmen to limits indicated by law, ordinances, permits, or directions of the Project Administrator, shall not unreasonably encumber the premises with materials or equipment and shall complete the Work promptly and leave the Premises in same condition as prior to the Work to allow LESSEE to resume its operations.
- 2.9 The Contractor shall enforce the Project Administrator's instructions regarding signs, advertisement, fires, and smoking.

**ARTICLE 3
SUPERVISION AND CONSTRUCTION PROCEDURES**

- 3.1 The Contractor shall supervise the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- 3.2 Contractor shall hold periodic meetings with the Project Administrator as often as reasonably required to keep the Project Administrator fully informed of the progress of the Work.

**ARTICLE 4
LABOR AND MATERIALS**

- 4.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, material, equipment, tools, construction equipment, machinery, waste and refuse disposal, transportation and any other facilities and services necessary for the proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 4.2 Any work necessary to be performed after regular working hours, on Sundays, or legal holidays, shall be performed without additional expense to the County or Owner.
- 4.3 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. When requested in writing by the Project Administrator, the Contractor shall remove from the Project any person who commits trespass or is, in the reasonable opinion of the Project Administrator, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep the County and Owner harmless from damages or claims for compensation that may occur in the enforcement of this requirement.

**ARTICLE 5
WARRANTY**

- 5.1 The Contractor warrants to the County and Owner that all material and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents.
 - 5.1.1 Faults or defects are considered to be any aspect of the Work that is found not to be in conformance with the Contract Documents at any stage of the Work or upon inspection, or any aspect of the Work that materially deteriorates, becomes non-functional or otherwise fails, in some functional or aesthetic manner, to meet the requirements of the Contract Documents within two years after issuance of Certificate of Completion, normal wear and tear excepted, as further set forth in Article 36 hereof.
 - 5.1.2 All Work not so conforming to these standards may be considered defective. If required by the Project Administrator, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- 5.2 The warranty provided in this article shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

ARTICLE 6 TAXES

- 6.1 The Contractor shall pay all sales, consumer, use, transaction privilege and other taxes required by law arising out of construction or other business activities of the Contractor in connection with the Project and in connection with the performance of this Contract, whether in force as of the date of this Contract or later imposed.

ARTICLE 7 RESERVED.

ARTICLE 8 SUPERINTENDENT

- 8.1 The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work.
- 8.2 The Superintendent shall be satisfactory to the Project Administrator and shall not be changed except with the consent of the Project Administrator.
- 8.3 The Superintendent shall represent the Contractor, and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

ARTICLE 9 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

- 9.1 The Contractor shall be responsible to the County and Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying any material or equipment to be incorporated in the Work under a contract of any nature with the Contractor.

ARTICLE 10 PROGRESS SCHEDULE AND REPORTS

- 10.1 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Project Administrator's approval an estimated Progress Schedule for the Work.

10.1.1 The progress schedule shall be related to the entire Project and shall indicate the dates for the starting and completion of the various components and phases of construction and shall be revised as required by the conditions of the Work, upon request of and subject to the approval of the Project Administrator.

10.1.2 The Contractor agrees to promptly respond to all inquiries by the Project Administrator concerning substantial deviation of the progress of construction from the

Progress Schedule. Failure to timely respond to such request or substantial delay from the schedule may result in progress payments being withheld.

10.1.3 The Progress Schedule shall include projected dates of submittal of all items of material for which submittals are required and shall include delivery dates of all items of material and equipment that are considered critical or long lead time.

10.1.4 The Contractor shall submit a biweekly report summarizing all deviations from the Progress Schedule that will or may result in delay of the Project.

10.2 The Contractor shall furnish sufficient labor force, materials, plant, and equipment to ensure the prosecution of the Work in accordance with the approved Progress Schedule.

10.2.1 If the Contractor's prosecution of the Work falls behind the Progress Schedule, Contractor shall take such steps as may be necessary to regain compliance with the Progress Schedule including additional labor or services or work such overtime as may be necessary to bring his operations up to schedule.

10.2.2 Failure to maintain schedule or to take the above steps to regain the agreed Progress Schedule shall constitute default under this Contract.

ARTICLES 11 and 12 RESERVED.

**ARTICLE 13
CLEANING UP**

13.1 The Contractor at all times during the progress of the Work shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials specified to be left at the site, and shall clean all glass surfaces.

13.2 If the Contractor fails to satisfactorily clean up, the Owner will do so and the cost thereof shall be charged to the Contractor or Subcontractors as the Owner shall determine to be just.

**ARTICLE 14
COMMUNICATIONS**

14.1 The Contractor shall forward all communications to the Project Administrator except where otherwise required herein or otherwise directed by the County.

14.2 The Contractor shall provide a point of contact to the Project Administrator including a phone number at which he may be reached at all times.

14.3 All email communications shall be deemed to be written communications, received at or about the time they were sent.

ARTICLES 15 through 17 RESERVED.

ARTICLE 18

PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

- 18.1 The Project Administrator may, on request and at discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of work done by such Subcontractors.
- 18.2 The County and Owner shall have no obligation to pay or to see to the payment of any monies to any Subcontractor or Supplier except as may otherwise be provided in this Contract.

ARTICLES 19 and 20 RESERVED.

ARTICLE 21

MISCELLANEOUS PROVISION

- 21.1 **LAW OF THE PLACE.** The contract shall be governed by the law of Arizona and any action relating to this Contract shall be brought in an Arizona court of competent jurisdiction located in the County of Santa Cruz.
- 21.2 **SUCCESSORS AND ASSIGNS.** The County, Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants' agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or any part hereof or sublet it as a whole or in part without the previous written consent of the Owner, nor shall the Contractor assign or pledge any monies due or to become due to him hereunder, without the previous written consent of the Owner.
- 21.3 **WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice as appropriate. Notice to the Project Administrator is notice to the Owner except for notice of inconsistencies, error or omission in the Contract Documents, request for extension of time, request for changes in the Contract Amount, appeal of decisions by Project Administrator and notice of claim or legal process. All such notices shall be given to both Project Administrator and Owner's Public Works Director if he is not designated the Project Administrator.
- 21.4 **CLAIMS FOR DAMAGES.** Should either party of the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage. All claims made by the Contractor under this Contract are subject to the limitations set forth in Paragraph 33.7 herein.
- 21.5 **PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND.** The Contractor shall furnish performance and labor and material payment bonds covering the faithful performance of the Contract and the payment of all obligations arising there under in such form and amount as the County may prescribe and with such sureties as may be agreeable to the County. The premiums shall be paid by the Contractor. The Contractor shall, prior to commencement of the Work, submit such bonds to the County.

- 21.6 COUNTY'S RIGHT TO COMPLETE THE WORK. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the County may, after seven (7) days written notice to the Contractor and his surety, and without prejudice to any other remedy he may have, proceed to make such other necessary and reasonable arrangements to carry out the Work in accordance with the Contract Documents, all at the expense of the Contractor, including the attorneys' fees and other costs incurred by County.
- 21.7 ROYALTIES AND PATENTS. The Contractor shall pay all royalties and license fees and shall defend all suits or claims from infringement of any patent right and shall save the Owner harmless from loss of account thereof, including Owner's attorneys' fees and court costs, except that Owner shall be responsible for all such loss when a particular design, process or product of a particular manufacturer or manufacturers is specified. But, if the Contractor has reason to believe that the design, process or products specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives information to the Project Administrator prior to starting the Work.
- 21.8 LEGAL FEES AND COSTS. The party substantially prevailing shall be entitled to recover its attorneys' fees, any costs of suit, any expert witness fees and the actual cost of any test or inspection incurred in connection with any effort undertaken to enforce any of the terms of this Contract.
- 21.9 SEVERABILITY. In the event any provision in this contract is held invalid by any court of competent jurisdiction, the remaining provision in this Contract shall be deemed severable and shall remain in full force and effect.
- 21.10 CONTRACT AMOUNT. The Contract Amount is as stated in this Contract and General Conditions and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents, subject to credits or increases resulting from Change Orders. In no event shall County or Owner be responsible for more than the Contract Amount.
- 21.11 CANCELLATION FOR CONFLICT. Pursuant to A.R.S. § 38-511, Owner reserves the right to cancel this Agreement, within three years after the effective date of this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of Owner is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of Contractor in any capacity or a sub-contractor to Contractor with respect to the subject matter of this Agreement. Cancellation under this section by Owner shall be effective when written notice from the City Manager is received by Contractor. The Owner may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Owner from Contractor arising as the result of the Agreement.
- 21.12 COMPLIANCE WITH IMMIGRATION LAWS and E-VERIFY REQUIREMENT. As mandated by Arizona Revised Statutes ("A.R.S.") Section 41-4401, the Owner 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 Owner must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. Section 23-214(A). Therefore, in signing or performing any Contract (including this Agreement) for the Owner, the Contractor fully understands that:

1. 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);
2. 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
3. The Owner 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).

21.13 SCRUTINIZED BUSINESS OPERATIONS. Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, the contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term “scrutinized business operations” shall have the meanings set forth in A.R.S. Section 35-391 and/or 35-393 as applicable. If the Owner determines that the contractor submitted a false certification, the Owner may impose remedies as provided by law including termination of this Contract.

ARTICLE 22

TESTS

- 22.1 Where the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any of the Work to be inspected, tested or approved, the Contractor shall give the Project Administrator timely notice of its readiness and of the date arranged so the Project Administrator may observe such inspection, testing or approval.
- 22.2 The Contractor shall be responsible that all equipment and materials used in the construction of the Project, especially those upon which the strength and durability of the structure may depend, shall be subject to adequate inspection and testing in accordance with accepted standards to establish conformity with Specifications, applicable codes and standards and suitability for use intended.
- 22.3 If after the commencement of the Work the Project Administrator determines that any of the Work requires special inspection, testing, or approval, which subparagraph 22.1 does not include, she will order such special inspection, testing or approval, and the Contractor shall give notice of readiness as in Subparagraph 22.1.
- 22.4 If such special inspection or testing reveals a failure of the Work to comply:
 - a. With the requirements of the Contract Documents, or
 - b. With respect to the performance of the Work, with laws, ordinances, rules regulations or orders of any public authority having jurisdiction over the Work,

then the Contractor shall bear all costs thereof, including any additional professional services made necessary by such failure, and the costs of such inspection or testing; otherwise the Owner shall bear such costs of special inspection.

- 22.5 Required certificates of re-inspections or testing to secure compliance with this article shall be paid for by the Contractor.
- 22.6 If the Project Administrator wishes to observe the inspections, tests or approvals required by this article, he will do so promptly and, where appropriate, at the source of supply.
- 22.7 Neither the observations of the Project Administrator in the administration of the Contract, nor inspections, tests or approvals by person other than the Contractor shall relieve the Contractor from the obligations to perform the Work in accordance with the Contract Documents.

ARTICLE 23 TIME AND LIQUIDATED DAMAGES

- 23.1 It is understood and agreed that the construction of the Work under the Contract Documents shall be commenced on the date stated in the Notice to Proceed issued by the Project Administrator and shall be completed by the Contractor within the number of calendar days specified in Article III of the Contract (the "Finish Date").
 - 23.1.1 The Contract Time is the period of time specified in Article III running from (1) the date specified in the Notice to Proceed as the date upon which the Contractor is to commence the Work (the "Start Date"), through (2) the Finish Date.
 - 23.1.2 The date of beginning, rate of progress, and time for completion are essential conditions of the Contract, and the Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly as such rate of progress as will insure full completion thereof within the Contract Time specified. It is expressly agreed that the Contract Time is reasonable.
- 23.2 If the Final Completion Date as defined in Subparagraph 23.4 occurs after the expiration of the Contract Time, the Contractor shall pay the Owner the sum specified in Article III as liquidated damages for each calendar day the Work remains incomplete after expiration of the Contract Time. This amount is agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages the Owner would sustain. It is expressly agreed that the amount of liquidated damages set forth herein is reasonable. Said amounts may be retained from time to time by the Owner from payments due the Contractor.
- 23.3 The date of Completion of the Work, or designated portion thereof, is the date certified in writing by the Project Administrator when construction is sufficiently complete, in accordance with the Contract Documents as they may have been modified by any Change Orders agreed to by the parties, so that the Owner may occupy the project, or a designated portion thereof, if he so elects, for the use for which it is intended. Certification of a designated portion of the Work by the Project Administrator as being "Complete" and occupancy of that portion thereafter by the Owner shall neither release, or otherwise operate to excuse, the Contractor from his duty to complete the remainder of the Work within the

Contract Time nor relieve the Contractor from any liability for not completing the remainder of Work within the Contract Time including liability for liquidated damages.

- 23.4 The Final Completion Date is the calendar date when all items of the Work are one hundred percent (100%) finished, with no items of any scope, large or small, outstanding and remaining to be constructed, and all known defective work has been corrected. When the Project Administrator certifies in writing, pursuant to the terms of article 29 that the Final Completion Date is reached and it is approved by the Owner, the Contractor may make application for final payment pursuant to article 29.
- 23.5 In any case where the terms of any other provision of the Contract may be construed to be in conflict with any term regarding time for completion of the Project, interpretation of the conflicting terms which gives precedence to the term regarding time for completion shall govern.

ARTICLE 24 PROGRESS AND COMPLETION

- 24.1 All time limits stated in the Contract Documents are of the essence of the Contract.
- 24.2 The Contractor shall begin the Work on the Start Date as defined in Subparagraph .1 and shall carry the Work forward expeditiously, uninterruptedly and with adequate forces and shall complete it within the Contract Time.

ARTICLE 25 DELAYS AND EXTENSION OF TIME

- 25.1 If the Contractor is delayed at any time in the progress of the Work by any cause which the County determines may justify the delay, including, but not limited to, acts of God, acts of the public enemy, acts of the County or Owner, acts of another contract in performance of a contract with the Owner, fires, floods, epidemics, quarantine restriction, freight embargoes and adverse weather detrimental to completion of the Work and, in the aggregate, materially different than weather normally experienced during the entire Contract Time, then the Contract Time shall be extended by Change Order for such reasonable time as the County may determine.
- 25.2 All claims for extension of time shall be made in writing to the Project Administrator no more than fourteen (14) days after the occurrence of the delay; otherwise, they shall be waived. In the case of a continuing cause of delay, only one claim is necessary. The Contractor shall promptly notify the Project Administrator in writing of the date of the termination of the continuing cause of delay.
- 25.3 If no schedule or agreement is made stating the dates upon which written interpretations as set forth in Subparagraph 1.2.5 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after demand is made for them, and not then unless such claim is reasonable.

ARTICLE 26 PROGRESS PAYMENTS

- 26.1 On or about the twenty-fifth day of each calendar month during the course of construction, the Contractor shall submit to the Project Administrator an itemized Application for Payment supported by such data substantiating the Contractor's right to payment as the Project Administrator may require. Contractor shall also submit a release of claim and lien waiver covering all work performed to date, including the work of each Subcontractor and material supplier.
- 26.2 Payments shall be based on the Work actually performed during the preceding calendar month. Payment may be made for materials not incorporated in the Work but delivered and suitably stored at the site, or at some other location under such conditions agreed upon in writing by the Project Administrator to be transported to the site and installed at a later date.
- 26.3 Material delivered and suitably stored at the site, or at some other agreed upon location by the Contractor, subcontractors, sub-subcontractors, or material suppliers shall remain the responsibility of the Contractor until incorporated into the Work, shall be insured for the benefit of the Owner to the full value of the material and shall be suitably stored and protected. Only such material that is in accordance with the Contract Documents shall be installed into the Work. Until the final completion and acceptance of the Work by the Owner, it shall be the Contractor's responsibility to protect all materials to be installed in or delivered to the Project.
- 26.4 The Contractor warrants and guarantees that title for all work, materials and equipment covered by an Application for Payment shall pass to the Owner either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first and that such work, materials and equipment shall be free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this article as "claims."

ARTICLE 27

APPROVALS FOR PAYMENT

- 27.1 If the Contractor has made application for payment pursuant to article 26, then not later than seven (7) days after the date of submission, the Project Administrator shall issue approval of the Application for Payment and forward his approval of the Application for such amount as she determines to be properly due, or state in writing his reasons for withholding, in whole or in part, the amount applied for as provided in article 28.
- 27.2 After the Project Administrator has approved an Application for Payment and has forwarded this approval, County shall thereafter promptly issue payment to Contractor.
- 27.2.1 Payment will be based on ninety percent (90%) of the value of the Work actually performed during the preceding calendar month and approved by Project Administrator until the contract is fifty percent (50%) completed.
- 27.2.2 If the Contractor is making satisfactory progress when the contract is fifty (50%) completed, the Contractor shall be entitled to a reduction in the retention amount, as required by ARS § 34-221(C).

27.2.3 Any amounts retained by County shall be paid to the Contractor, as previously specified, after the Final Completion Date, provided the Contractor has by that time duly furnished the County and Owner consent of surety, lien waivers, any and all operating manuals, wiring diagrams, control diagrams, maintenance manuals, equipment and appliance warranties, record drawings, warranties and other documents of any nature called for in the Contract Documents or required for the proper functioning of the Work as a whole and has otherwise performed all of Contractors' obligations under the Contract Documents. In lieu of this retention, the Contractor may provide alternative security in the manner authorized by law.

27.3 In the Application for Payment, or in a separate notice, the Contractor shall include and itemize, and furnish such supporting particulars as the Project Administrator shall require, all claims for additional compensation against the County arising under the Contract Documents or any covenant thereof, express or implied, or from any cause whatsoever, within the time limits prescribed in Subparagraph 33.7. It is expressly covenanted that the purpose of this provision is to guard the County against surprise claims and to permit the County and/or Owner to investigate claims as the same may arise. It is expressly covenanted that neither the County nor Owner shall have no liability on any claim unless such claim was approved by the Project Administrator and was submitted in writing at the time and in the manner required hereby.

27.4 No certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner or Lessee shall constitute an acceptance of any Work not in accordance with the Contract Documents.

ARTICLE 28 PAYMENT WITHHELD

28.1 The Project Administrator or Owner may decline to approve an Application for Payment and the Project Administrator may withhold his Certificate in whole or in part if in his opinion he is unable to certify the work for which payment is requested has been performed. The Project Administrator may also decline to approve any Applications for Payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the Owner from loss because of:

1. Defective work not remedied,
2. Claims filed or reasonable evidence indicating probable filing of claims,
3. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount,
4. Damage to another contractor,
5. Reasonable indication that the Work will not be completed within the Contract Time,
or
6. Unsatisfactory prosecution of the Work by the Contractor or other material breach of this Contract.
7. Failure to complete all Labor Standards requirements

- 28.2 When the above grounds are removed or in the case of Subparagraph 28.1.3 above, when the Owner is satisfied that the Contractor will complete the Project at the agreed upon price, payment shall be made for amounts withheld because of them.

ARTICLE 29 COMPLETION AND FINAL PAYMENT

- 29.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance, the Project Administrator and Owner will promptly make such inspection and, when the Project Administrator and Owner find (1) the Work in accordance with and acceptable under the Contract Documents, (2) the Work completed under the Contract fully performed and (3) the Final Completion Date has been reached, then, and only then, the Project Administrator and Owner shall promptly certify in writing that, to the best of their knowledge, information and belief, and on the basis of observations and inspections, the Work has been fully completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due the Contractor is payable. If the Work is found to be incomplete or unacceptable, then the Project Administrator and Owner shall promptly provide Contractor with a punch list that documents the areas that need correction prior to Final Completion. Upon final inspection and acceptance, the Project Administrator's written notice required by this paragraph shall state the Date of Final Completion.
- 29.2 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:
1. Unsettled claims,
 2. Faulty or defective Work,
 3. Failure of the Work to comply with the requirements of the Contract Documents, or
 4. Terms of any guarantees required by the Contract Documents.
- 29.3 The acceptance of final payment shall constitute a waiver of all claims by the Contractor.
- 29.4 No earlier than three weeks before the expiration of the warranty period for the Work specified in article 36 herein, or at such other additional earlier time or times as the Owner may agree, the Owner shall designate a representative who, in company with the Contractor, shall make an inspection of the Project and certify that all defects in material and workmanship occurring during this period have been satisfactorily corrected.

ARTICLE 30 PROTECTION OF PERSONS AND PROPERTY

- 30.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in compliance with all local, state and federal laws and regulations.
- 30.2 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss, to:
1. All employees engaged in the Work and all other persons who may be affected thereby;

2. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 30.3 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including, but not limited to, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities and property.
- 30.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- 30.5 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or the acts or omissions of the Owner or engineer, if any, or anyone employed by either of them or for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.
- 30.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor.
- 30.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.
- 30.8 **EMERGENCIES.** In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided by the applicable provision of the Contract Documents.

ARTICLES 31 and 32 RESERVED.

**ARTICLE 33
CHANGES IN THE WORK AND CLAIMS**

33.1 CHANGE ORDERS

33.1.1 The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The

Contract Amount and/or the Contract Time shall be adjusted pursuant to the terms of the Contract Documents.

33.1.2 A Change Order is a written amendment to the Contract Documents signed by the County and the Contractor, issued after the execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Amount or the Contract Time. The Contract amount and the Contract Time may be changed only by Change Order.

33.1.3 The cost or credit, as the case may be, to County resulting from a Change in the Work shall be determined in one or more of the following ways as mutually agreed:

1. By a lump sum properly itemized in a form acceptable to County including sufficient supporting substantiating data to permit evaluation.
2. By actual cost and the specified percentage fees covering overhead and profit, less applicable trade discounts, rebates, credits or other such reductions in cost made available to Contractor.
3. Unit price as stated in the Contract, subject to the provisions of Subparagraph 33.3 herein. Unit prices proposed on the bid form and included in the Contract are not subject to further overhead and profit adjustments. The Contract sum will be adjusted by the direct extension of the number of units and unit price.

33.2 If none of the methods set forth in Subparagraph 33.1.3 is agreed upon to calculate a charge or credit to County, the Contractor, provided he otherwise receives a Change Order, shall promptly proceed with the Work involved. The cost of such Work shall then be estimated in good faith by the Project Administrator on the basis of the Contractor's reasonable expenditures and savings. The Project Administrator shall use the unit price basis if available and, if not, then the actual cost basis for this determination. The Project Administrator shall then submit that estimate, with all supporting information, for approval by the County Public Works Director. In such case, and also under Subparagraph 33.1.3.1 above, the Contractor shall keep and present, in such form as the Project Administrator may prescribe, an itemized accounting together with appropriate supporting data. The amount of credit to be allowed by the Contractor to the County for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

33.3 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in proposed Change Order that application of the agreed unit prices to the quantities or Work proposed will create a hardship on the County or the Contractor, the applicable unit prices shall be equitably adjusted to prevent such hardship.

33.4 If the Contractor claims that additional cost or time is involved because of:

1. Any order by the Project Administrator to stop the Work where the Contractor was not at fault, or
2. Any written order for a minor change in the Work issued pursuant to Paragraph 33.8, the Contractor shall make such claim as provided in Paragraph 33.7.

33.5 **IMPACT COSTS.** No claim for impact costs resulting from performance of a Change Order will be permitted against the County, any engineer or any other party in privity of contract

with the County with respect to the project subsequent to the time that the Change Order is signed by the Contractor.

- 33.6 FINAL SETTLEMENT. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change, any impact such change may have on the unchanged Work, and any and all adjustments to the Contract Sum or the Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Orders in Application for Payment as if such Work were originally part of the Contract or in separate notice as provided in Paragraph 27.3. Agreement on any Change Order releases the County, and any other party in privity of contract with the County with respect to the Project from all claims or liabilities arising in any way in the connection with, or in any way associated with, such change.
- 33.7 CLAIMS FOR ADDITIONAL COST OR TIME. If the Contractor is entitled, under the terms of the Contract, to make a claim for an increase in the Contract Amount or any other claim, he shall give the Project Administrator written notice thereof within fourteen (14) days after the occurrence of the event giving rise to such claim or include such notice in the Application for Payment for the month in which the event giving rise to the claim occurred, whichever is earlier. Any notice other than one made for an extension of the Contract Time shall be given by the Contractor before proceeding to execute the Work which is the subject matter of the claim, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Paragraph 27.3 within the time limits prescribed herein and no such claim shall be valid unless so made. Any change in the Contract Amount or Contract Time resulting from such claim to be effective shall be approved by the County and authorized by Change Order.
- 33.8 MINOR CHANGES IN THE WORK. The Project Administrator shall have authority to order minor changes in the Work not involving an adjustment in the Contract Amount or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents.
- 33.9 FIELD ORDERS. The Project Administrator may issue written Field Orders which interpret the Contract Documents or which order minor changes in the Work in accordance with Paragraph 33.8 without change in Contract Amount or Contract Time. The Contractor shall carry out such Field Orders promptly.

ARTICLE 34 UNCOVERING AND CORRECTION OF WORK

- 34.1 UNCOVERING OF WORK. If any Work should be covered contrary to the request of the Project Administrator, it must, if required by the Project Administrator, be uncovered for his observation and replaced all at the Contractor's expense.
- 34.2 If any other Work has been covered which the Project Administrator has not requested to observe prior to being covered, the Project Administrator may request to see such Work and it shall be uncovered by the Contractor.

34.2.1 If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement after approval by the Owner shall, by appropriate Change Order, be charged to the County.

34.2.2 If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by a separate contractor, and in that event the Owner shall be responsible for the payment of such costs.

34.3 CORRECTION OF WORK. The Contractor shall promptly correct all Work rejected by the Project Administrator as defective or as failing to conform to the Contract Documents whether observed before or after Final Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of any additional professional or testing services thereby made necessary.

34.3.1 If, within the time provided in Article 36 herein or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, including the original conformance with the Contractor Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall, at his sole expense, correct it promptly after receipt of a written notice from the County or Owner to do so. The County or Owner shall give such notice promptly after discovery of the condition.

34.3.2 All such defective or non-conforming Work shall be removed from the site where necessary, and the Work shall be corrected to comply with the Contract Documents without cost to the County or Owner.

34.3.3 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

34.4 If the Contractor does not remove such defective or non-conforming Work within a reasonable time fixed by written notice from the Project Administrator, the County may remove it and may store the materials or equipment at the expense of the Contractor.

34.4.1 If the Contractor does not pay the cost of such removal and storage within ten (10) days after receipt of a statement of charges therefore, the Owner may, upon ten (10) additional days written notice, sell such Work at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs that should have been borne by the Contractor, including compensation for additional services and any attorneys, fees incurred by Owner in connection therewith.

34.4.2 If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner, and all attorneys, fees and other costs that the Owner may incur in collecting same.

34.5 If the Contractor fails to correct such defective or non-conforming work, the Owner may correct it, assessing all costs to do so to Contractor.

34.6 The obligations of the Contractor under this article shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

- 34.7 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK. If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Amount, or, if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE 35

TERMINATION OF THE CONTRACT

- 35.1 TERMINATION BY THE CONTRACTOR. If the work is stopped for a period of sixty (60) days, and the Owner is immediately notified of such stopping, under an order of any court or other public authority having jurisdiction through no act or fault of the Contractor or any Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, and by reason of some act or omission of Owner, then the Contractor may, upon seven day's written notice to the Owner and the Engineer as its sole remedy hereunder, terminate the Contract and recover from the Owner payment for all Work approved by Owner and for any proven loss sustained upon any materials for Work accomplished through the date the notice of termination is given and approved and accepted by Owner.

- 35.2 TERMINATION BY THE COUNTY. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Owner, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

35.2.1 Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County, Owner or Lessee by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

35.2.2 The County may terminate this Contract at any time by giving at least Ten (10) days notice in writing to the Contractor. If the Contract is terminated by the County, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, the aforementioned clause relative to termination shall apply.

35.2.3 If the Contractor refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or sufficient and proper materials to complete the Work in accord with the Progress Schedule and Contract Time, or he fails to make prompt payments to Subcontractors or for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or fails to

uninterruptedly complete the Work once he has the Notice to Proceed, or otherwise is guilty of a material breach of any provision of the Contract Documents, then County may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the employment of the Contractor and take possession of the site and all materials, and may finish the Work by whatever method he may deem expedient.

35.2.3.1 In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. Termination of the Contract under this Paragraph shall not relieve the Contractor of any warranty obligations on Work performed hereunder, and such obligations shall survive termination of this Contract.

35.2.3.2 If the unpaid balance of the Contract Amount is exceeded by the costs of finishing the Work, including compensation for additional services, attorneys' fees and all other costs incurred by Owner in completion of the Contractor's obligations, the Contractor shall pay the difference to the Owner. The costs incurred by the Owner as herein provided shall be certified by an engineer.

ARTICLE 36 WARRANTY AND SITE CONDITIONS

- 36.1 **TWO-YEAR WARRANTY.** The Contractor shall warrant all Work under this Contract to be in accordance with the Contract Documents against defects of material and workmanship for a period of two years from the date of Substantial Completion; provided, however, that those items of the Work specified as having longer warranties shall be warranted for the period specified.
- 36.2 The Contractor shall be responsible for the total cost of repairing and restoring any Work found not in compliance with the Contract Documents or any defective Work to a new condition, at no cost to County or Owner.
- 36.3 In any case where the subject matter of the non-compliance or defect relates to Work done under a subcontract between the Contractor and any subcontractor, it is the responsibility of the Contractor, not the County or Owner, to secure the Subcontractor's performance in compliance with this paragraph and, in the event of the Subcontractor's failure or refusal within a reasonable time to perform after notice, it shall be the Contractor's responsibility to repair and restore such non-complying or defective Work to a new condition, at no cost to County or Owner.
- 36.4 In any case where the failure in complying or defective Work has been brought to the attention of the Contractor by the County or Owner and the Contractor fails or refuses to correct it within five (5) days of such notice, the County or Owner may elect, without precluding any other remedy it may have available to it, to have the defective Work repaired and restored to a new condition in whatever reasonable manner it deems appropriate, regardless of the cost, and the Contractor shall be liable to the Owner for the total cost thereof, including, by way of example only, any engineering and legal fees related to effecting the repair, plus 10% of the total costs incurred.

36.5 Material and workmanship made good through compliance with such warranty shall be subject to the same warranty period as the original materials and workmanship. Such warranty period shall begin on the date the replaced material and work is certified as acceptable in writing by the Project Administrator.

ARTICLE 37
CONFLICTING TERMS

37.1 If there is any conflict between the terms of these General Conditions and the terms of the Contract, the Contract shall prevail unless these General Conditions expressly state that they override the Contract terms.

SPECIAL PROVISIONS

1. PROJECT SIGN

A project sign shall be erected in a location as directed by the Owner prior to commencement of construction activities and will contain at a minimum the following text.

**PIERSON FIELD PLAYGROUND
FUNDED THROUGH THE ARIZONA DEPARTMENT OF
HOUSING COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDS
CDBG CONTRACT #116-
26
SANTA CRUZ COUNTY BID #B-04-26-
CO77**

The sign shall be a minimum 24 inches high by 36 inches wide and the text above shall be a minimum 72-point font. The sign shall also include the ADOH and SEAGO logos. Logos are available, upon written request to the Engineer, in bitmap and Word format, respectively. Logos shall be a minimum 5 inches in height.

Project sign, sign support and foundation shall be constructed in accordance with the Technical Specifications.

2. WORK DAY, WORK WEEK, OVERTIME HOURS

WORK DAY: A work day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract, unless work is suspended for causes beyond the Contractor's control.