



BOARD OF SUPERVISORS AGENDA ITEM REPORT **CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: 04/21/15

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Rillito Water User's Association (RWUA)

Project Title/Description:

Rillito Water Improvements Project

Purpose:

This amendment #2 will add \$146,000.00 from the Arizona Department of Housing CDBG Colonias Set-Aside funds to CT14*529, for a total project budget of \$240,000.00. HUD CDBG and Arizona Department of Housing CDBG Colonias Set-Aside funds will be used to replace one (1) 2,000 gallon hydro-pneumatic tank, construct and install one (1) new 20,000 storage tank, including all engineering, equipment, materials, appurtenances, manifold and site piping, and labor.

Procurement Method:

N/A

Program Goals/Predicted Outcomes:

The goal is to assist RWUA in completing much needed water system improvements. The predicted outcome is a reliable and safe, potable water delivery system for everyday household uses and needs.

Public Benefit:

This project meets HUD's Area Benefit National Objective to assist low- to moderate-income communities. To be specific, the community of Rillito is 100% low-income according to the most recent Low- to Moderate-Income Summary Data (LMISD) recently released by HUD.

Metrics Available to Measure Performance:

The installation of a fully upgraded potable domestic water system for the Rillito community.

Retroactive:

N/A

(1)

Procure Dept 04/02/15 PM12:02

To: COB 4-8-15
Ver. 5
Vendor - 1
Pgs. - 20

Original Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ _____ ☐ Revenue Amount: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: CT Department Code: CDNC Contract Number (i.e., 15-123): 14*529
Amendment No.: 2 AMS Version No.: 5
Effective Date: 04/21/2015 New Termination Date: _____
☒ Expense ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 146,000.00
Funding Source(s): State of Arizona, Department of Housing CDBG Colonias Set-Aside funds

Cost to Pima County General Fund: 0.00

Contact: Josue Licea

Department: CDNC Telephone: 520-724-6765

Department Director Signature/Date: Margaret M. Kane

Deputy County Administrator Signature/Date: [Signature] 4-1-15

County Administrator Signature/Date: C. D. [Signature] 4/2/15
(Required for Board Agenda/Addendum Items)

PIMA COUNTY COMMUNITY DEVELOPMENT AND NEIGHBORHOOD CONSERVATION DEPT
SUBGRANTEE AMENDMENT NUMBER 2

PROJECT NAME: Water System Improvements

CONTRACTOR: Rillito Water Users Association
P O Box 668
Rillito, AZ. 85654

Contract Number: CT14000000000000000529 (14*529)

FUNDING: HUD CDBG Funds & Arizona Department of Housing CDBG – Colonias Set-Aside Funds

DISTRICT NO.: 3

CONTRACT

NO. CT-CD-14000000000000000529

AMENDMENT NO. 02

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

ORG. CONTRACT TERM: 04/01/14 to 03/31/15
TERMINATION DATE PRIOR AMENDS: 03/31/16
TERMINATION DATE THIS AMEND: 03/31/16

CONTRACT AMOUNT: \$ 85,000.00
AMOUNT PRIOR AMENDMENTS: \$ 9,000.00
AMOUNT THIS AMENDMENT: \$146,000.00
REVISED CONTRACT AMOUNT: \$240,000.00

GRANT AGREEMENT AMENDMENT

WHEREAS, Pima County ("COUNTY") and the Rillito Water Users Association ("SUBGRANTEE") entered into the above-referenced Grant Agreement on August 5, 2014 to begin extensive improvements to SUBGRANTEE's water delivery system ("the Project"); and

WHEREAS, the Project is expected to cost a total of \$240,000.00; and

WHEREAS, COUNTY did not have sufficient CDBG funds from its award from the U.S. Department of Housing and Urban Development to cover all of the costs of the Project; and

WHEREAS, COUNTY applied for and received State of Arizona – Department of Housing CDBG Colonias Set-Aside funds ("State CDBG funds") in the amount of \$146,000.00 for the Project; and

WHEREAS, COUNTY finds it is in the best interest of its residents to extend the contract term and provide this additional funding from State sources to complete the Project.

NOW, THEREFORE, it is agreed as follows:

I. ARTICLE II – SCOPE:

A. Subparagraph B(2) is deleted in its entirety and replaced with the following:

2. Per the plans and specifications submitted to COUNTY, engage licensed Contractor(s) to:

- a. Install a new 2,000 gallon hydro-pneumatic tank, including all engineering, equipment, materials, appurtenances and labor.
- b. Tie-in the new 2,000 gallon hydro-pneumatic tank to the existing system, including all engineering, equipment, materials, and labor for all associated manifold and site piping.
- c. Install a new 20,000 gallon storage tank to the existing system, including all engineering, equipment, materials, appurtenances and labor.
- d. Tie-in the new 20,000 gallon storage tank to the existing system, including all engineering, equipment, materials, and labor for all associated manifold and site piping.

B. Add new subparagraph B(17) to read:

17. Warrant compliance with the following Exhibits attached to this Amendment No. 2:

- a. **Exhibit D** – Certifications
- b. **Exhibit E** – LS-2 CDBG Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- c. **Exhibit F** – LS-3 CDBG Subcontractor's Certification Concerning Labor Standards Prevailing Wage Requirements
- d. **Exhibit G** – Section 3 Clause

C. Add new subparagraph B(18) to read:

18. Follow the applicable wage decision for this Project, **AZ140019 06/20/2014 AZ19**, referenced in **Exhibit H** and attached to this Amendment No. 2.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

III. **ARTICLE III – COMPENSATION AND PAYMENT, Paragraph A** is deleted in its entirety and replace with the following:

This is a cost reimbursement contract. CDBG funds in the amount of **\$94,000.00** have been allocated by HUD for and **\$146,000.00** have been allocated from State CDBG funds for upgrades to the domestic water service system. The total allocation for the Project is **\$240,000.00** as follows:

CONSTRUCTION ACTIVITIES	BUDGET
2,000 gallon hydro-pneumatic tank, including all engineering, equipment, materials, appurtenances and labor.	\$43,000.00
Manifold, site piping, tie-ins, including engineering, equipment, materials & labor for 2,000 gallon hydro-pneumatic tank	\$67,000.00
20,000 gallon storage tank, including all engineering, equipment, materials, appurtenances and labor	\$75,000.00
Manifold, site piping, tie-ins, including engineering, equipment, materials & labor for 20,000 gallon storage tank	\$55,000.00
Not-to-Exceed Amount	\$240,000.00

All other provisions of this contract, not specifically changed by this amendment, shall remain in effect and be binding upon the parties.

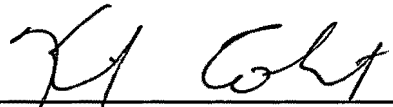
IN WITNESS WHEREOF, the parties do hereby affix their signatures and do hereby agree to carry out the terms of this Amendment and of the original Contract cited herein.

PIMA COUNTY

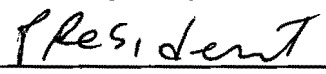
Chair, Board of Supervisors

Date: _____

SUBGRANTEE



Authorized Signatory



Title
Date: 4-1-2015

ATTEST:

Clerk of the Board

Date

APPROVED AS TO CONTENT:



Director, Community Development & Neighborhood Conservation

APPROVED AS TO FORM:



Karen S. Friar, Deputy County Attorney

CERTIFICATIONS

CIVIL RIGHTS

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

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

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

And, Rehabilitation Act of 1973, Section 504, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;

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

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

And, Americans with Disabilities Act of 1990, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

And, Executive Order 11063, that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing and related facilities provided with federal assistance, or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

EQUAL EMPLOYMENT OPPORTUNITY

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

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, familial status, religious affiliation or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GRANTEE setting forth the provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR for the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap.

3. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the GRANTEE's Department of Housing and/or Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the CONTRACTOR's non-compliance with any provision of this contract or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
6. The CONTRACTOR will include the provisions of the subparagraphs 12 (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the GRANTEE's Department of Housing and/or Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the GRANTEE's Department of Housing and/or Community Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

SECTION 503

(if contract \$25,000 or over)

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the CONTRACTOR's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any

subcontract or purchase order as the Director of the Office of Federal contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

FLY ASH CERTIFICATION

The undersigned is fully aware that this contract is wholly or partially federally funded, and further by submission of this bid certifies that the percentage of fly ash in the concrete or cement is or will be consistent with the amounts required by the EPA Guidelines and/or Code of Federal Register 9CFR) for federal procurement of cement and concrete containing fly ash, which is attached.

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 County of Pima, State of Arizona Department of Housing (DOH), U. S. Department of Housing and Urban Development (HUD), and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring, and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation, and/or association agrees to retain all records for at least five years following the "official State of Arizona Department of Housing "Closeout" date of the grant or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

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 County of Pima
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 County of Pima that develops at any time during this contract will be immediately disclosed to the County of Pima.

ANTI-LOBBYING CERTIFICATION

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

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

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

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

(typed name of official)

(signature of official)

(typed name of firm)

(date)

END OF EXHIBIT D

Grantee: _____ CDBG Contract No: _____

Activity No: _____ Activity Name: _____

**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): _____

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 # _____; and 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 legal name and the business address of the undersigned are:

Legal Name

Business Address
(include city, state & zip code)

Contractor's Lic. No.

Tax ID No.

DUNS No.

LS2.1 12/00

b. The undersigned is:

☐ a single 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:

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

6. 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. Type 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 not more than \$5,000 or imprisoned not more than two years, or both."

Approval Use Only

The contractor is eligible to participate in the CDBG funded construction project: Yes ☐ No ☐

Comments: _____

Person making this determination (typed or printed name): _____

Signature _____ Date _____

Date grantee or CDBG Program notified of determination: _____

Grantee or CDBG Program notified by: Mail ☐ Fax ☐ Phone ☐ e-mail ☐

LS-2.2 12/00

END OF EXHIBIT E

EXHIBIT F

Grantee: _____ CDBG Contract No: _____

Activity No: _____ Activity Name: _____

**LS-3. CDBG SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

1. I, the undersigned, having submitted a bid to or having executed a contract with
(contractor or subcontractor): _____
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 # _____ Modifications # _____ 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, corporation, 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 subcontracted to any subcontractor, if such subcontractor or firm, corporation, partnership or association in which such subcontractor has a substantial interest is, to the best of my knowledge, been designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
3. I agree to obtain and forward to the contractor, for transmittal to the grantee prior to or within ten days after the execution of any lower subcontract, a Subcontractor's Certification concerning Labor Standards and Prevailing Wage Requirements, LS 3, executed by the lower tiered subcontractor.
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. I further certify that:
 - a. The legal name and the business address of the undersigned are:

Legal NameBusiness Address
(include city, state & zip code)Subcontractor
License No.Tax ID No.DUNs No.

- b. The undersigned is:
☐ a single 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:

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

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

<u>NAME</u>	<u>ADDRESS</u>	<u>TRADE CLASSIFICATION</u>
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6. 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. Type 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 not more than \$5,000 or imprisoned not more than two years, or both."

Approval Use Only	
Subcontractor is eligible to participate in the CDBG funded construction project:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Comments: _____	
Person making this determination: (typed or printed name): _____	
Signature _____	Date _____
Date grantee or CDBG program notified of determination: _____	
Grantee or CDBG Program notified by: Mail <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> e-mail <input type="checkbox"/>	

LS-3.2 12/00

END OF EXHIBIT F

SECTION 3 CLAUSE

The Section 3 clause must be included in all Section 3 covered contracts. The CDBG Program will notify those grantees who have Section 3 covered activities. Delete this section if not applicable.

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

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree

to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

This section should be included in all Section 3 covered contracts. The CDBG Program will notify those grantees who have Section 3 covered activities. Delete this section and the Section 3 forms if not applicable.

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

County of Pima will monitor compliance with such provisions and standards on behalf of the County of Pima. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to County of Pima is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to contact Josué Licea, 2797 E. Ajo Way, 3rd Floor, Tucson, AZ, 85713, 520-724-6765 or josue.licea@pima.gov.

S3B-1 SECTION 3 ASSURANCE (1 page)

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

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

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

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

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

Grantee: _____ HOUSING Contract No.: _____

Activity No.: _____ Activity Name: _____

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

SECTION 3 ASSURANCE

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

Authorized Signature

Date

S3B-1 (7/01)

Grantee: _____ HOUSING Contract No.: _____

Activity No.: _____ Activity Name: _____

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

Section 3

ESTIMATED PROJECT WORK FORCE BREAKDOWN

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

Section 3 Resident

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

Company

Company Address

Project Name and Number

Telephone Number

Person Completing Form Date

S3B-2 (7/01)

Grantee: _____ HOUSING Contract No.: _____

Activity No.: _____ Activity Name: _____

SECTION 3 BUSINESS SELF-CERTIFICATION

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS
OR WITHIN 3 DAYS OF CONTRACT AWARD, 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 [grantee] to business concerns that meet the qualifications indicated in 1) or 2) above.

B. Certifications

I, the undersigned, hereby certify that:

- 1) I have the legal authority to make these certifications on behalf of _____;
(name of business)
- 2) Documentation exists to verify the basis for the Self-Certification indicated in A. above;
- 3) This documentation will be made available to the 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 grantee;
- 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

printed name

date

title

S3B-3 (7/01)

END OF EXHIBIT G

EXHIBIT H

General Decision Number: AZ140019 06/20/2014 AZ19

Superseded General Decision Number: AZ20130019

State: Arizona

Construction Type: Heavy

HEAVY CONSTRUCTION, Includes Water and Sewer Lines and Heavy

Construction on Treatment Plant Sites

County: Pima County in Arizona.

HEAVY CONSTRUCTION PROJECTS (DOES NOT INCLUDE DAM CONSTRUCTION)

Modification Number Publication Date

0 01/03/2014

1 01/17/2014

2 02/14/2014

3 06/20/2014

CARP0408-006 07/01/2013

Rates Fringes

CARPENTER (Excludes Form Work)...\$ 24.03 9.99

ELEC0570-009 12/01/2013

Rates Fringes

ELECTRICIAN.....\$ 24.20 18%+5.00

ZONE DEFINITIONSZone

A: the area within a twenty-nine (29) mile radius from
a basing point at the Tucson Town Hall.

Zone B: 29 to 46 mile radius from the town hall in Tucson- an
additional \$ 1.25 per hour

Zone C: 47 mile radius from the town hall in Tucson to the
outer limits of the geographic jurisdiction- an additional
\$ 3.75 per hour

* ENGI0428-009 06/01/2014

Rates Fringes

POWER EQUIPMENT OPERATOR

Group 1.....\$ 22.09 9.59

Group 2.....\$ 25.36 9.59

Group 3.....\$ 26.44 9.59

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Small Self-Propelled Compactor (with blade),

Bobcat/Skidsteer/Skid Loader, Oiler

GROUP 2: Self-Propelled Compactor (with blade), Bulldozer,

Grader/Blade (rough), Scraper

GROUP 3: Grader/Blade(finish)

PAIN0086-002 04/01/2013

Rates Fringes

PAINTER (Brush Only).....\$ 19.35 4.75

SUAZ2012-007 05/17/2012

Rates Fringes

BRICKLAYER.....\$ 21.00 0.00

CARPENTER (Form Work Only).....\$ 22.50 5.97

CEMENT MASON/CONCRETE FINISHER...\$ 17.83 3.45

IRONWORKER, REINFORCING.....\$ 20.66 13.59

IRONWORKER, STRUCTURAL.....\$ 20.59 13.85

LABORER: Asphalt
 Raker/Shoveler/Spreader.....\$ 15.76 4.42
 LABORER: Common or General.....\$ 14.52 2.75
 LABORER: Concrete Saw (Hand
 Held/Walk Behind).....\$ 17.00 4.55
 LABORER: Grade Checker.....\$ 18.14 4.55
 LABORER: Mason Tender -
 Cement/Concrete.....\$ 12.91 0.00
 LABORER: Pipelayer.....\$ 14.52 2.35
 LABORER: Power Tool Operator....\$ 16.55 4.20
 OPERATOR:
 Backhoe/Excavator/Trackhoe.....\$ 19.96 4.98
 OPERATOR: Crane.....\$ 20.76 4.42
 OPERATOR: Drill.....\$ 23.99 7.60
 OPERATOR: Forklift.....\$ 19.86 4.75
 OPERATOR: Loader (Front End)....\$ 18.00 5.19
 OPERATOR: Mechanic.....\$ 17.41 4.03
 OPERATOR: Paver (Asphalt,
 Aggregate, and Concrete).....\$ 17.07 3.20
 OPERATOR: Roller.....\$ 21.13 8.36
 OPERATOR: Screed.....\$ 16.82 2.52
 OPERATOR: Tractor.....\$ 24.43 7.70
 OPERATOR: Trencher.....\$ 16.11 2.25
 OPERATOR: Broom/Sweeper.....\$ 15.40 2.45
 PAINTER: Pavement
 Marking/Parking Lot Striping....\$ 19.94 4.10
 PAINTER: Roller and Spray.....\$ 20.65 4.45
 PIPEFITTER.....\$ 27.00 12.03
 TRUCK DRIVER: Dump Truck.....\$ 14.43 1.16
 TRUCK DRIVER: Flatbed Truck.....\$ 16.84 3.51
 TRUCK DRIVER: Water Truck.....\$ 16.00 2.21

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with
 characters other than "SU" denotes that the union
 classification and rate have found to be prevailing for that
 classification. Example: PLUM0198-005 07/01/2011. The first
 four letters , PLUM, indicate the international union and the
 four-digit number, 0198, that follows 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, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

END OF EXHIBIT H