

Proposal Kit

City of San Luis
Rancho Los Oros Roadway Improvements
(CDBG CONTRACT # 113-20)

COPY

CEMEX
2088 E. 20th Street
Yuma, AZ 85365

PROPOSAL

TO: City of San Luis, Arizona
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349

BIDDER FIRM: Cemex Construction Materials South LLC,
2088 E 20th Street
Yuma Az 85365
ROL 249364A

Project Name: Rancho Los Oros Roadway Improvements
(CDBG Contract # 113-20)

In compliance with the ADVERTISEMENT FOR BIDS:

Having examined the CONTRACT DOCUMENTS, site of work, and being familiar with the conditions to be met, hereby submits the following PROPOSAL for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the CONTRACT DOCUMENTS and furnish the required CONTRACT AND LABOR AND MATERIAL SURETY BONDS and CERTIFICATES OF INSURANCE for the completion of said work, at the locations and for the prices set forth on the inside pages of this form;

Understands that construction of this PROJECT shall be in accordance with all applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction as adopted by the City of San Luis [Specifications], City of San Luis Supplemental to the MAG Uniform Standard Specification and Details for Public Works Construction [Specifications], and the City of Yuma Construction Standard Detail Drawings [Details], except as otherwise required by the PLANS and SPECIAL PROVISIONS;

Understands that this PROPOSAL for construction of this PROJECT shall be submitted with a proposal guarantee of cash, certified check, cashier's check or BID SURETY BOND for an amount not less than 10 percent of the amount bid;

Agrees that upon receipt of NOTICE OF AWARD, from the City of San Luis, Arizona, Bidder will execute the CONTRACT DOCUMENTS within 10 (ten) calendar days;

Understands that the work shall be completed within 120 calendar days from the date of Notice to Proceed.

Hereby acknowledges receipt of and agrees Bidder's PROPOSAL is based on the following Addenda listed by number and date issued):

Number	Date	Number	Date
<u>1</u>	<u>11-8-19</u>	<u>2</u>	<u>11/12/19</u>

(List any additional addenda on the back of this sheet)

And, hereby submits the following BID SCHEDULE of units and quantities as a part of this PROPOSAL:

BID SCHEDULE

Project Name: City of San Luis
 Rancho Los Oros Roadway Improvements
 (CDBG CONTRACT # 113-20)
 For: City of San Luis, Arizona

BIDDER FIRM: Cement
Construction Materials South LLC

Bid No.	Item Description	Estimated Quantity	Unit	Unit Price	Total
1	Remove Existing Asphalt (Any thickness)	4,924	SY	\$ 2.00	\$ 9,848.00
2	Remove Existing Concrete Curb (Any Type)	598	LF	\$ 2.00	\$ 1,196.00
3	Remove Sidewalk, Driveway, and Slab (Flat Work)	336	SY	\$ 10.00	\$ 3,360.00
4	Remove Existing 18" Dia. Irrigation/Stormdrain PVC Pipe	6	LF	\$ 40.00	\$ 240.00
5	Remove Existing Sewermain (Any Size)	322	LF	\$ 24.00	\$ 7,728.00
6	Remove and Reinstall Existing Street Sign	1	EA	\$ 317.00	\$ 317.00
7	Pavement Structural Section No. 1 (3" AC / 8" ABC)	4,924	SY	\$ 40.00	\$ 196,960.00
8	Grading for Pavement	4,924	SY	\$ 4.00	\$ 19,696.00
9	Roadway Over Excavation (Top 12" of Subgrade) / Geogrid	877	CY	\$ 39.00	\$ 34,203.00
10	Rolled Curb and Gutter / 4" ABC (City of Yuma Std 3-070)	502	LF	\$ 17.00	\$ 8,534.00
11	Vertical Curb and Gutter / 4" ABC (City of Yuma Std 3-060)	96	LF	\$ 17.00	\$ 1,632.00
12	Sidewalk, Driveway, and Parkway (T=6") (City of Yuma Std. 3-135)	2,214	SF	\$ 7.00	\$ 15,498.00
13	Sidewalk Ramp (City of Yuma Std 3-145)	233	SF	\$ 13.00	\$ 3,029.00
14	Sidewalk Ramp (City of Yuma Std 3-145, modified to rolled curb)	351	SF	\$ 13.00	\$ 4,563.00
15	Cross Gutter and Apron (City of Yuma Std 3-085, 3-090)	438	SF	\$ 11.00	\$ 4,818.00

Bid No.	Item Description	Estimated Quantity	Unit	Unit Price	Total
16	8" Diameter SDR-35 PVC Sewer Line	322	LF	\$ 100.00	\$ 32,200.00
17	4" Diameter SDR-35 Sewer Service / Connect to Existing Sewer Service (City of Yuma Std 6-015)	11	EA	\$ 317.00	\$ 3,487.00
18	12" Diameter SDR-35 PVC Stormdrain	799	LF	\$ 69.00	\$ 55,131.00
19	4" Diameter Stormwater Manhole (City of Yuma Std 6-020, No T-Lock Liner)	2	EA	\$ 4,440.00	\$ 8,880.00
20	Concrete Inlet Headwall Structure (Detail 1, Sheet D-1)	1	EA	\$ 16,332.00	\$ 16,332.00
21	12" Gate Valve - Stormdrain	1	EA	\$ 4,132.00	\$ 4,132.00
22	18" Gate Valve, Waterman H-30 - Stormdrain	1	EA	\$ 11,099.00	\$ 11,099.00
23	18"x12"x18" Ductile Iron Pipe Tee With Thrust Block	1	EA	\$ 2,854.00	\$ 2,854.00
24	18" Dia. Transition Coupling	2	EA	\$ 1,594.00	\$ 3,188.00
25	Adjust Ex Sewer Manhole with new Frame & Cover (City of Yuma Std 6-044)	4	EA	\$ 1,506.00	\$ 6,024.00
26	Adjust Existing Water Valve with new Frame and Cover (City of Yuma Std 5-075)	7	EA	\$ 365.00	\$ 2,555.00
27	Survey Monument (City of Yuma Std 4-030)	3	EA	\$ 357.00	\$ 1,071.00
28	Mobilization	1	LS	\$ 9,038.00	\$ 9,038.00
29	Storm Water Pollution Prevention Plan	1	LS	\$ 3,568.00	\$ 3,568.00
30	Maintenance and Protection of Traffic	1	LS	\$ 159.00	\$ 14,310.00
31	Construction Staking	1	LS	\$ 11,416.00	\$ 11,416.00
32	4" Diameter SDR-35 Sewer Service additional pipe and Cleanout (City of Yuma Std 6-015)	1	EA	\$ 1,554.00	\$ 1,554.00

TOTAL \$ 498,452.00

5% CONTINGENCY SUBTOTAL \$ 24,922.60

TOTAL ESTIMATED PROJECT COST \$ 523,374.60

TOTAL BASE BID AMOUNT IN WORDS Five Hundred Twenty Three Thousand, Three Hundred Seventy Four dollars, Sixty Cents

THIS PROPOSAL IS SUBMITTED BY Cemex Construction Materials South LLC
a corporation organized under the laws of the State of Delaware,
or a partnership consisting of _____,
or individual trading as _____,
of the City of Yuma, Arizona (City, State) and is the holder
of Arizona State Contractor's license(s): General Engineering (type)
Classification A License No. 249364 A.

The Bidder hereby certifies that as of the below date, the bond amount posted with the
Arizona Registrar of Contractors is \$ 100,000 and that
the Bidder's actual volume of work has not exceeded the contemplated gross volume
pursuant to Arizona Administrative Code, Title 4 Chapter 9 [Authority: ARS §32-1101 et seq.]

Respectfully Submitted,

Bidder Firm Cemex Construction Materials South LLC.

Address 2088 E. 20th Street

City, State, ZIP Yuma Arizona 85365

By [Signature]
[Signature]

Name D.J. Shiphlet

Title Construction MANAGER

Date 11-14-19

ATTEST:
[If Bidder is an Individual]

Witness: _____
[Signature] [Date]

Name and Title: _____

BID SURETY BOND

Project Name: City of San Luis
Rancho Los Oros Roadway Improvements
(CDBG CONTRACT # 113-20)

For: City of San Luis, Arizona

KNOW ALL MEN BY THESE PRESENTS:

That we, Cemex Construction Materials South, LLC, as Principal, (hereinafter called the Principal), and the Travelers Casualty and Surety Company of America, a corporation duly organized under the laws of the State of CT and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety, (hereinafter called the Surety), are held and firmly bound unto City of San Luis, Arizona [hereinafter called Cjty] as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the City for the work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents, and in conformance with Arizona Revised Statutes [ARS].

WHEREAS, the said Principal is herewith submitting its PROPOSAL for the City of San Luis Rancho Los Oros Roadway Improvements (CDBG Contract # 113-20).

NOW, THEREFORE, if the City shall accept the PROPOSAL of the Principal and the Principal shall enter into a CONTRACT with the City in accordance with the terms of the PROPOSAL and give 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 City 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, ARS, 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.

Signed and sealed this 7th day of November, 2019.

Cemex Construction Materials South, LLC
Principal Firm [Seal]

Travelers Casualty and Surety Company of America
Surety Firm [Seal]

Principal Signature

Surety Signature

FRANCISCO SALINAS ASSISTANT
Name and Title TREASURER

Vanessa Dominguez, Attorney-in-Fact
Name and Title

Aon Risk Services Southwest, Inc.
Agency of Record

5555 San Felipe Street, Ste.1500, Houston, TX 77056
Address

{NOTE: attach current power of attorney}



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

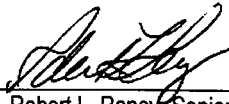
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Vanessa Dominguez** of HOUSTON Texas, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

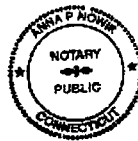
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of November, 2019




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

NON-COLLUSION AFFIDAVIT

Project Name: City of San Luis
Rancho Los Oros Roadway Improvements
(CDBG CONTRACT # 113-20)

To: City of San Luis, Arizona

That pursuant to Section 1128 of Title 23 USC, the undersigned in submitting a PROPOSAL for performing the following work by CONTRACT, being duly sworn, disposes and says that he has not, nor anyone associated with the business identified below, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this CONTRACT.

Description of CONTRACT:

[Handwritten Signature]

Signature of Bidder

Construction Mgr.

Title

Cemex Construction Materials South, LLC.

Business Name

2088 E 20th St., Yuma, AZ. 85365

Address

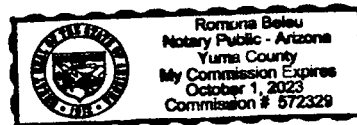
Subscribed and sworn to before me this 13 day of NOVEMBER 20 1921.

[Handwritten Signature]

Notary Public

Notary Public in and for the County of Yuma, State Arizona

My Commission Expires Oct 1, 2023.



BIDDER'S PARTICIPATION, SUBCONTRACTOR AND SUPPLIER LIST

Project Name: City of San Luis
Rancho Los Oros Roadway Improvements
(CDBG CONTRACT # 113-20)

For: City of San Luis, Arizona

This form shall be submitted along with the PROPOSAL IN THE SAME SEALED ENVELOPE.

The BIDDER must list below the names and addresses of all qualified subcontractors and major suppliers to be employed on the various portions of the work indicated.

BIDDER AND ALL CONTRACTORS SHALL BE DULY LICENSED IN ACCORDANCE WITH ARIZONA REVISED STATUTES AT THE TIME OF THE BID OPENING.

BIDDER, SUB CONTRACTOR AND/OR SUPPLIER	CURRENT AZ LICENSE [SUB CONTRACTOR]
1. <u>Desert Excavation</u>	<u>076035 1-77 076035 A-12</u>
2. <u>Dalh Robins & Associates Inc.</u>	<u>Professional Services</u>
3. <u>Quail Construction</u>	<u>290498</u>
4. <u>Vulcan Materials</u>	<u>Asphalt Supply</u>
5. _____	_____
6. _____	_____

Recipient: City of SAULSBURY Contract No.: 113-20
Activity No.: _____ Activity Name: Ranchos Los Oros Roadway Imp.

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

1. I, the undersigned, am submitting a bid to (name of recipient): City of SAULSBURY
for the construction of the (name of project): Ranchos Los Oros Roadway Imp. 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 # AZ 20190021; Modification # 2; Bid Open Date 11-14-19; 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 #
\$	1	11	N	N	72-0296500	068114177	N	Cemex Construction Materials South LLC 2000 E. 20th Street Yuma Arizona 85365	249364 A

* 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 Delaware; or

another organization (describe) _____

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

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
German Carmosa	MANAGER	1501 Belvedere Rd. West Palm Beach, Florida 33406
Mik F Egan	MANAGER	1501 Belvedere Rd. West Palm Beach, Florida 33406
John Costa Tapimira Benic	MANAGER	1501 Belvedere Rd. West Palm Beach, Florida 33406

CERTIFICATIONS

CIVIL RIGHTS

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

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

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

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
 - a. Recruitment, advertising and job application procedures;
 - b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - c. Rates of pay or any other form of compensation and changes in compensation;
 - d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
 - e. Leaves of absence, sick leave or any other leave;

- f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
 - g. Activities sponsored by the contractor including social or recreational programs; and
 - h. Any other term, condition or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
 5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.

6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

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

ACCESS TO RECORDS AND RECORDS RETENTION

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

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Recipient, Consultants, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives* to have access to all records for review, monitoring and audit during normal working hours.

2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

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

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

ANTI-LOBBYING

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

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

DJ Shiple

(Typed Name of Official)

DJ Shiple

(Signature of Official)

**INCLUDE A COPY OF THE CURRENT
WAGE RATE DECISION**

PK 20

"General Decision Number: AZ20190021 07/26/2019

Superseded General Decision Number: AZ20180022

State: Arizona

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

County: Yuma County in Arizona.

HEAVY CONSTRUCTION PROJECTS (DOES NOT INCLUDE DAM
CONSTRUCTION)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the

federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the

Davis-Bacon Related Acts, including those set forth at 29 CFR

5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available

at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/08/2019
2	07/26/2019

* CARP0408-006 07/01/2019

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 28.08	12.74

* ELEC0570-009 06/01/2019

	Rates	Fringes
ELECTRICIAN.....	\$ 27.50	18%+5.70

ZONE DEFINITIONS-

Zone A: the area within a twenty-nine (29) mile radius from

a basing point at the Tucson Town Hall.

Zone B: 29 to 46 mile radius from the town hall in Tucson- an

additional \$ 1.25 per hour

Zone C: 47 mile radius from the town hall in Tucson to the

outer limits of the geographic jurisdiction- an additional

\$ 3.75 per hour

* ENGI0428-011 07/01/2019

PK 22

Rates	Fringes
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POWER EQUIPMENT OPERATOR

Group 1.....	\$ 25.94	11.04
Group 2.....	\$ 29.21	11.04
Group 3.....	\$ 30.29	11.04

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 04/01/2017

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

SUAZ2012-010 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.....\$	16.00	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind).....\$	17.00	PK 23.55

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.....	\$ 18.14	2.31
OPERATOR: Crane.....	\$ 20.76	4.42
OPERATOR: Drill.....	\$ 23.99	7.60
OPERATOR: Forklift.....	\$ 19.86	4.75
OPERATOR: Loader (Front End)....	\$ 18.25	4.58
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.....	\$ 14.10	PK 2@.21

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually ~~per~~ ⁱⁿ January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, ~~then~~ an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION"