



Procurement Division

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**REQUEST FOR QUOTATION
#10200301-TR074**

DATE OF ISSUE: February 14, 2020

SITE VISIT: Upon Request to Procurement POC

QUOTES MUST BE RECEIVED BY: March 3, 2020 at 2:00 p.m. Local (AZ) Time

Please submit electronic responses to Helen.Lee@SierraVistaAZ.gov (preferred), via fax (520) 452-7025, or in person at City of Sierra Vista City Hall, Procurement Division, 1011 N. Coronado Drive, Sierra Vista, AZ 85635.

DESCRIPTION OF SERVICES: VISTA TRANSIT PARKING LOT RESURFACING PROJECT

The City of Sierra Vista is requesting quotes from qualified, licensed contractors who can perform Sierra Vista Transit Center (the Transit Center) parking lot repair, recoating, and restriping work specified in the attached scope of work by a Contractor qualified to participate in federally funded projects.

A Contractor desiring to respond to this Request for Quotations shall hold a Commercial Contractor's License through the Arizona Registrar of Contractor's with a classification qualified to meet the scope of work, shall include a fully executed Non-Collusion Affidavit, and acknowledge all addenda (if applicable). If awarded, the Contractor shall provide to the City proof of insurance as specified on the Insurance form attached, City of Sierra Vista Business License and any other requested documents within ten (10) days of Notice of Award.

RESPONDENT INFORMATION

Company Name

Company Address

City State ZIP Code Phone Number

Point of Contact Name Title

Email Address

Signature Date

The person signing certifies they have binding authority to sign contracts on behalf of the responding company. By signing this form and all attachments, vendor agrees that their information is an offer to sell. All Consultants shall comply with all City of Sierra Vista procurement laws, policies, and procedures, as well as relevant state and federal laws.

PART A: INTRODUCTION, INSTRUCTIONS AND TERMS & CONDITIONS

Introduction

The City of Sierra Vista, herein referred to as the City, is soliciting Request for Quotes (RFQ) from qualified firms for the which meets the standards listed in the project Scope of Work (SOW) located in Part B.

The City of Sierra Vista has been awarded a 5307 Federal Transit Administration Grant from the FTA through Grant No. AZ-2019-029-00, and will accept competitive quotes from qualified firms who possess the appropriate licenses to provide all labor, materials, equipment, and installation to repave the Vista Transit parking lot as described in the Scope of Work. The project will require adhering to all FTA requirements including Davis Bacon Wage Rates and **DBE Goal assessment of 0%, race neutral (DBE and Non-DBE), however, DBE participation is always encouraged. The City of Sierra Vista also encourages the use of Small Business Concerns as required by Title 49 CFR 26.39.**

This Request for Quotes is comprised of three separate documents labeled Part A, Part B, and Part C. Part A, herein, includes the City of Sierra Vista's project summary, the instructions to Offerors, the specific evaluation criteria that the City will consider in the evaluation of quotes received, and the contractual terms and conditions. Part B includes the scope of services/scope of work (SOW), required forms to complete and submit with quote. Part C includes all of the mandatory Federal Clauses and Certifications. **All Federal Certifications included in Part C must be completed and returned as a part of the quote response.**

Issuing Organization

This RFP is issued by the City of Sierra Vista's Procurement Division for the Vista Transit Division of the Public Works Department.

Regional Background and Demographics

Sierra Vista is the largest city in Cochise County, Arizona. The city is at an elevation of 4,633 feet located along State Routes 90 and 92 (approximately 30 miles south of Interstate 10). The city is 75 miles southeast of Tucson, 190 miles southeast of Phoenix, and 35 miles north of the U.S.-Mexico border. Nearby cities include popular tourist destinations Tombstone and Bisbee. Sierra Vista is home to Fort Huachuca—an active U.S. Army installation.

The founding of Sierra Vista arose from the establishment of Fort Huachuca in the late 1800s as early ranchers, homesteaders, and business entrepreneurs settled and built around the army encampment. Sierra Vista was incorporated in 1956 and the city annexed Fort Huachuca in 1971.

Today, Fort Huachuca is the region's largest employer and main economic driver. The fort provides critical resources, infrastructure, and services to more than 50 unique tenant units and missions with national-level requirements, including three of the fastest-growing missions in the Army and Department of Defense: military intelligence, cybersecurity, and unmanned aircraft systems. Source: Cochise College CER, Sierra Vista Economic Outlook 2019.

IMPORTANT INFORMATION FOR RESPONDENTS

The Contract shall be awarded to the responsive, responsible and eligible quote offering the best value to the City of Sierra Vista by a Contractor qualified to participate in federally funded projects.

The City reserves the right to waive any informality in quotes received, and to accept, increase, or reduce the quantities of any or all items of any bid quote, unless the bidder qualifies such bid by specific limitation.

Each bidder shall denote his Arizona State Contractor's License Number and Classification and as evidence that he is qualified to contract and perform the work as indicated in the specifications and plans.

The City of Sierra Vista hereby notifies all Bidders that the City does not discriminate based on disability status in the admission or access to, or treatment, or employment in its programs or activities. Matt McLachan, Director, Department of Community Development, City of Sierra Vista, is designated to coordinate compliance with the non-discrimination requirements contained in Section 51.55 of the Revenue Sharing Regulations.

Pursuant to the statutes of the State of Arizona, the wage rates paid to all laborers, workers, and mechanics employed in the execution of this Contract shall not be less than the current wage rates applicable to the location where the work is performed.

Bidders are hereby notified that Federal funds, specifically, a 5307 Federal Transit Administration Grant (Grant No. AZ-2019-029-00), are being used to assist in the construction of this project. Accordingly, all applicable Federal laws must be complied with including the Copeland "Anti-Kickback" Act (18 US C 874) as supplemented by Department of Labor regulations (29CFR, Part 3). The Contractor shall pay all on-site labor on the project no less than the minimum wage rates established by the United States Secretary of Labor.

Bidders should pay particular attention to the requirements concerning the payment of not less than the prevailing wage and salary rates as set forth in the contract documents and the conditions of employment with respect to certain categories and classifications of employees. **The prevailing wage and salary rates of pay, set forth in the contract documents as the Davis Bacon Act, as amended (40 U.S.C. 276z – 276a-5) and bound herein, are the Department of Labor (DOL) wage determination minimums to be paid during the life of the contract.** It is therefore the responsibility of bidders to inform themselves as to local labor conditions, such as the length of the workday and 40-hour workweek, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustments of rates. Prevailing wage determination of pay is required for on-site construction only.

The following post-award documents shall be completed by the selected offeror after notification of award:

Before Construction:

1. Notarized Labor Standard Certification Form
2. Transportation of Materials Statement if applicable, to be submitted before construction
3. Truck Owner Operator Certification if applicable, to be submitted before construction
4. Union Bargaining Certification if applicable, to be submitted before construction
5. SF1444, Request for Additional Classification if applicable, to be submitted before construction
6. Employee Statement if applicable, to be submitted with the SF1444.
7. Written Notification to OFCCP within 10 days of award (41 CFR Part 60).

During Construction:

8. WH347, Weekly Certified payroll and Statement of Compliance - to be submitted weekly during construction. (29 CFR Part 3, and Part 5.5)
9. Wage Deduction Authorization (29 CFR Part 3, and Part 5) to be submitted with the first certified payroll if it is applicable.
10. Fringe Benefit Information (29 CFR Part 3), to be submitted with the first certified payroll, if it is applicable.
11. Point of Contact Information Sheet (Form A), to be submitted with the first certified payroll.
12. Project Wage Rate and Additional Classifications (Form B), to be submitted with the first certified payroll
13. Monthly EEO Report (41 CFR Part 60)

NON-COLLUSION AFFIDAVIT

I certify that this bid is genuine and is not in any way collusive or sham; that the bid is not made with the intent to restrict or prohibit competition, that this firm has not revealed the contents of the bid to, or in any way colluded with, any other firm which may compete for the contract; and that no other firm which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, this firm.

Name of Firm Submitting Bid: _____

Address: _____

Telephone Number: _____

Authorized Signature

Date

This affidavit is required pursuant to Arizona Revised Statutes 34-253 and 41-2549. Failure to submit this affidavit signed at the time of bid opening is grounds for disqualification of the bid.

**City of Sierra Vista
Insurance Requirements**

Contractor shall:

a. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage on any policy.

b. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies **shall include the City of Sierra Vista as an additional insured** with respect to liability arising out of the performance of this contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

c. Provide and maintain minimum insurance limits as follows:

Coverage Afforded	Limits of Liability
Worker's Compensation Employer Liability	Statutory \$1,000,000
Commercial General Liability Insurance Including: (1) Premises and Operations (2) Product and Completed Operations (3) Blanket Contractual (4) Broad Form Property Damage (5) Personal Injury	\$1,000,000 Bodily Injury and Property Damage Combined Single Limit
Commercial Automobile Liability Insurance Including: (1) Owned (2) Non-Owned (3) Leased (4) Hired Vehicles	\$1,000,000 Bodily Injury and Property Damage Combined Single Limit
Professional Liability Insurance (Errors/Omissions) (Professional Services Only)	\$1,000,000 (minimum) (Combined Single Limit)

Contractor shall present to the City written evidence (Certification of Insurance) of compliance with Items a, b, and c above. Said evidence shall be to the City Chief Procurement Officer's satisfaction.

PART B: SCOPE OF WORK

CITY OF SIERRA VISTA VISTA TRANSIT PARKING LOT RESURFACING PROJECT TR-074 SCOPE OF WORK

SECTION 1: INTENT AND PURPOSE

The City of Sierra Vista is requesting quotes from qualified, licensed contractors who can perform Sierra Vista Transit Center (the Transit Center) parking lot repair, recoating, and restriping work specified in this scope of work.

The Transit Center is located at 2050 E. Wilcox Avenue, Sierra Vista, AZ 85635. In 2007, it began serving the public as a central hub for transit activities in the City. With all fixed routes stop at the Transit Center, it services close to 300 riders every day.

The parking lot of the Transit Center is composed of two paved areas: the front and the back (**Figure 1**). The front area (approx. 7,600 sq. ft.) is paved with concrete and the back area (approx. 35,000 sq. ft.) is paved with asphalt. Both pavements are original. The concrete pavement generally is in good shape but the existing thermoplastic striping and pavement marks are deteriorated. The asphalt pavement of the back parking lot is in need of repair and recoating. The parking spaces, handicap spaces, lane lines, cross walks parking and other existing pavement marks need to be restriped.

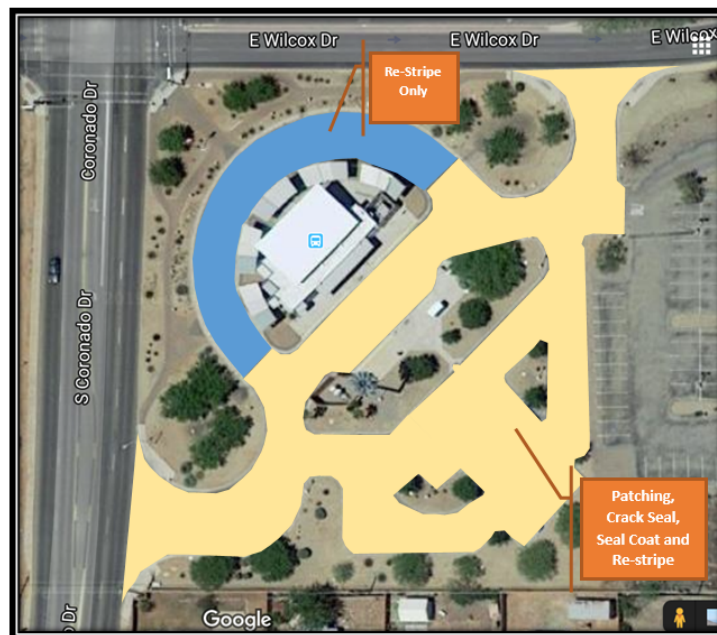


Figure 1: Project Site

SECTION 2: SCOPE OF WORK

City of Sierra Vista is seeking a contractor to perform the following tasks:

2.1: For the Asphalt Area

2.1.1: Provide adequate traffic control and barricades during the construction.

2.1.2: Thoroughly clean asphalt with a high power blower with air speeds equal or exceeding 200mph and hand wire broom as necessary.

2.1.3: Remove and replace various pavement sections within the above referenced areas where "rutting and shoving" failures are apparent as well as sunken and extremely alligator-cracked areas. These areas are marked in the field and shall be verified in the field before patching work begins. A public works employee shall be assigned to the crew and shall inspect on a regular basis.

All paved areas designated by the City for removal, shall be saw-cut and removed in such a manner that the remaining improvements are not damaged. Unsuitable materials, such as asphalt and broken concrete that is to be removed cannot be used as fill for this project and shall be promptly removed from the project area to the landfill or an approved disposal site. Removal of unsuitable materials is incidental to the bid price for removal of existing improvements, and no additional payment will be made.

Asphalt concrete pavement shall be utilized in the replacement patches within the failed sections. Asphalt concrete pavement shall be in accordance with Standard MAG Specification 710, Type D-1/2": Marshall Mix Design Criteria shall be followed. Paving asphalt shall be grade PG-64-16 (PG 70-10 will not be allowed for this project). Asphalt cement content percentage by weight shall be between 5.0% and 6.0%. The exact amount of bituminous material shall be determined by testing in accordance with the mix design.

The asphalt cement shall be in accordance with Standard MAG Specification 711 prepared by the refining of petroleum, and no material matter other than that naturally contained in the asphalt shall be present. It shall be uniform in character, free from water, and shall not foam when heated to 350°F.

The Contractor shall submit to the City a mix design quote (less than six-month old) utilizing mineral aggregate that has been crushed, processed, separated, and stockpiled for producing asphaltic concrete for this project. City will review the mix design quote to assure that it contains all required information.

Placement of asphalt concrete shall be in accordance with Standard MAG Specification 321.

The project site shall be left with a neat and finished appearance. No accumulation of material shall remain on or adjacent to the right-of-way. Any land values damaged or relocated during construction will be the responsibility of the Contractor to replace and/or restore to its original value before completion of the project at no cost to the City.

2.1.4: Perform routing and crack sealing the asphalt pavement where the cracks are 1/4" or larger. In general, this task shall consist of routing, heat lancing, and sealing the existing cracks and joints in bituminous pavements.

Crack sealing for this project shall be accomplished using the pre-approved product: Deery 200 Hot Applied Sealant. Prior to the use of the sealant material, the Contractor shall submit the appropriate material certification or laboratory test indicating that the material meets the specification. If the Contractor applies the material prior to receipt of the test reports and/or approval of “cut-sheet”, payment for the material shall be withheld until they are received. If the material does not meet the specification, it shall be replaced at the contractor’s expense.

City may request samples for testing, prior to and during construction, to verify the quality of the materials and to ensure conformance with the applicable specifications.

2.1.5: Apply two coats of Seal Master, Polymer-Modified Master-seal on the asphalt pavement of the parking lot.

Clean pavement surface immediately prior to placing the seal coat by sweeping, flushing well with water leaving no standing water, or a combination of both, so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease that has not penetrated the asphalt pavement by scraping or by scrubbing with a detergent, then wash thoroughly with clean water. After cleaning, treat these areas with the oil spot primer. It is the Contractor’s responsibility to make sure the asphalt surface where the polymer modified seal coat to be applied is dry, clean, dust/dirt free, sound, and durable.

Seal Master, Polymer-Modified Master-seal (PMM) shall be used. Sand used shall meet a sieve requirement per manufacturer’s recommendations (40-70 mesh).

The Contractor shall provide vendor’s certified test reports for the emulsified asphalt, in its concentrated form, to the City, showing that the material is an approved product such a Seal Master, PMM meets the following properties:

Concentrated Asphalt Material Properties

Properties	Specification	Limits
Saybolt Furol Viscosity at 77°F (25°C)	ASTM D244	20 – 100 seconds
Residue by Distillation or Evaporation	ASTM D244	57% minimum
Sieve Test	ASTM D244	0.1% maximum
24-hour Stability	ASTM D244	1% maximum
5-day Settlement Test	ASTM D244	5.0% maximum
Particle Charge ¹	ASTM D244	Positive 6.5 maximum pH

¹ pH may be used in lieu of the particle charge test which is sometimes inconclusive in slow setting, asphalt emulsions.

Properly mixed PMM shall be applied by mechanical squeegee/brush equipment or spray equipment capable of spraying coatings with sand. Equipment shall have continuous agitation or mixing capabilities to maintain homogenous consistency of mixed material throughout the application process. Truck mount or self-propelled squeegee/brush equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of mixed PMM into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment. Roller, if required, shall be a self-propelled pneumatic-tired roller capable of exerting a contact pressure during rolling of 50lb.

per sq. inch. It shall be equipped with a water spray system, to be used if the slurry is picking up on the tires during rolling.

The seal coat shall be placed parallel to the direction of travel and shall be at least two feet in width. Two (2) coats of PMM shall be applied to all asphalt surfaces.

The fresh seal coat application shall be protected by barricades and markers and permitted to dry for four (4) to 24 hours, depending on weather conditions. Any damage to uncured seal coat shall be repaired at the expense of the Contractor.

2.1.6: Restripe existing parking spaces, handicap spaces, universal symbol of accessibility, and ADA access ways with acrylic polymer traffic paint. ADA Standards for Accessible Design (28 CFR Part 36) must be followed.

Perform surface preparation to the areas that will require new painting/markings. The surface to be striped shall be cleaned by sweeping, compressed air, water rinsing and/or a combination of these methods. The surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material which would reduce the bond between the paint/markings and the pavement.

Paint for permanent pavement markings shall be used with reflective media unless otherwise shown. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

All emptied containers shall be returned to the paint storage area. The containers shall not be removed from the job site or destroyed until authorized by the City.

After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, and by-products generated by the surface preparation and application operations to the satisfaction of the City. The Contractor shall dispose of these wastes off-site, in strict compliance with all applicable state, local, and Federal environmental statutes and regulations.

2.1.7: Restripe existing lane lines (white and yellow), cross walks with thermoplastic traffic stripes. ADA Standards for Accessible Design (28 CFR Part 36) must be followed.

Perform surface preparation to the areas that will require new markings. The surface to be striped shall be cleaned by sweeping, compressed air, water rinsing and/or a combination of these methods. The surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material which would reduce the bond between the marking and the pavement.

Permanent Plastic Marking used shall have the following characteristics:

- a. Adhesive and Backing
 - A pre-coated adhesive
 - An easily removable backing to protect the adhesive
 - An adhesive backing that allows repositioning of the marking on the surface before permanently sticking with greater pressure
 - Supply rolls of lane lines with a pre-coated adhesive but without the protective backing material.

b. Pigments

1) White and Yellow

Use white and yellow marking material meeting the initial color requirements of ASTM D4505.

2) Appearance

- Markings are extruded to a uniform thickness.
- Edges are smoothly cut and true.
- Glass spheres are retained on all sides by the plastic base material.
- The wearing surface is free of indentations, displaced spheres, or other irregularities that retain dirt, dust, or other foreign materials.

3) Thickness

Ensure the permanent material is 0.10 to 0.15 inch thick when measured above the pavement surface.

c. Glass Beads Retention

Apply reflective glass beads to all markings at the rates determined by the manufacturer's recommendations. Confirm that the surface glass beads are strongly bonded and are not easily removed by traffic.

d. Tensile Strength and Elongation

Ensure that the permanent markings have the following elongation and tensile strength when tested according to ASTM D 638:

Elongation	50% maximum
Tensile Strength	150 psi (1035 kPa) minimum

Clean all residue and loose paint chips with a vacuum recovery system.

2.2: For the Concrete Area:

2.2.1: Perform surface preparation to the areas that will require new markings. The surface to be striped shall be cleaned by sweeping, compressed air, water rinsing and/or a combination of these methods. The surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material which would reduce the bond between the marking and the pavement.

2.2.2: Restripe existing cross walks, pavement marks ("Enter Only" and "Exit Only") with thermoplastic traffic stripes per the requirements outlined in Section 2.1.7. ADA Standards for Accessible Design (28 CFR Part 36) must be followed.

2.2.3: Clean all residue and loose paint chips with a vacuum recovery system.

It shall be the Contractor's responsibility to complete the work specified here within and supply any incidental services or accessories necessary to make the work complete and perfect in all respects and ready for operation. Any apparatus, appliance, material, or work not mentioned in this Scope of Work, or any incidental appurtenances necessary for the project, shall be included in the bid price and furnished, delivered, and installed by the Contractor without additional expense to the City of Sierra Vista.

SECTION 3: TIME FOR COMPLETION

It is understood and agreed that all work under this Contract shall commence within thirty (30) calendar days of the award, and **shall be entirely completed in thirty (30) calendar days from issuance of Notice to Proceed.**

SECTION 4: SAFETY REGULATIONS

The Contractor is required to meet all applicable regulations of the Occupational Safety and Health Administration (OSHA). The Contractor shall bear full responsibility for compliance with all applicable Federal, State, and local laws, and to the requirements of these provisions and with current safety practices and rules, concerning the security of the City.

SECTION 5: WORK SCHEDULES

The Contractor is required to work with the City staff to determine the time/work schedule that has the minimum impact on the operation of the Transit Center. Said time/work schedule shall be submitted by the Contractor to the City for review and approval prior to issuance of the Notice to Proceed.

SECTION 6: MATERIALS AND WORKMANSHIP

All defective work or materials shall be removed from the premises by the Contractor, whether in place or not, and shall be replaced or renewed at no cost to and in such a manner as the City may direct. All material and workmanship of whatever description shall be subject to the inspection of the City. Work shall be rejected if found to be in nonconformance to this Scope of Work.

On all questions concerning the acceptability of materials, machinery, and classification of material, execution of the work, conflicting interest of Contractors performing related work, and the determination of costs, the decision of the City Purchasing Manager shall be final and binding upon all parties, based upon review of justification and recommendation of the City's Project Manager and/or Project Inspector.

All defective material or workmanship, or any unfaithful or imperfect work, which may be discovered before the final acceptance of the work and/or within **two (2) years** hereafter, shall be corrected by the Contractor immediately on the requirements of the City Purchasing Manager, without extra charge, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work shall not relieve the Contractor of any obligation to perform sound and reliable work as herein described.

SECTION 7: SAMPLES AND QUALITY ASSURANCE OF THE MATERIALS

The City will provide the quality assurance testing required to certify the quality of materials for this project through its designated agent for professional materials testing services. The purpose of the testing will be to verify the quality of the finished project for the City. The testing will, in no way, relieve the Contractor of his responsibility for his own quality control, testing, and furnishing materials and finish products that meet the project Scope of Work. Other testing may be required at the discretion of the City.

Contractor is responsible to notify the City's Project Manager not less than two (2) working days in advance of when the testing services are required for the project. Any project delays or costs due to the Contractor failing to provide material testing requests on the weekly schedule or lack of a weekly schedule will be the responsibility of the Contractor.

All tests performed on material not meeting the requirements of this Scope of Work shall be paid for by the Contractor at no cost to the City.

QUOTE

The successful Contractor is required to furnish all labor, travel, resources, materials, tools, equipment and services required to satisfactorily complete the installation and set-up of all items as stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this quote form for compensation. Any alternate or optional fee structures must be submitted on a separate sheet and shall not be submitted in lieu of this Quote Form for Compensation.

ITEM NO.	DESCRIPTION OF ITEM	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE DOLLARS & CENTS	AMOUNT BID DOLLARS & CENTS
1	Mobilization	LS	1	\$ _____ Lump Sum	\$ _____
2	Traffic Control	LS	1	\$ _____ Lump Sum	\$ _____
3	Pavement Repair/Patching	EA	4	\$ _____ Each	\$ _____
4	Crack Seal	LF	2,000	\$ _____ Lineal Foot	\$ _____
5	Master Seal	SY	3,900	\$ _____ Square Yard	\$ _____
6	Striping	LF	2,400	\$ _____ Lineal Foot	\$ _____
7	Special Stamps	EA	2	\$ _____ Each	\$ _____
8	Miscellaneous	EA	1	\$ _____ Each	\$ _____
TOTAL Base Bid (Lines 1 thru 8)				\$ _____	

Authorized Representative's Signature

Date

Name of Authorized Representative

Company Name

PART C

Mandatory Federal Clauses

Davis Bacon Wage Rates

Federal Certifications (must submit with proposal)

- **Government-Wide Debarment And Suspension (Nonprocurement)**
 - **Labor Standards Certification**

MANDATORY FEDERAL CLAUSES

No Government Obligation to Third Parties

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended,

31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Third Party Contract Records - Where the City of Sierra Vista is a grantee of the FTA in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the City of Sierra Vista, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000. FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City of Sierra Vista and FTA, as they may be amended or promulgated from time to

time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Termination

a. Termination for Convenience (General Provision): The City of Sierra Vista may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Sierra Vista to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Sierra Vista, the Contractor will account for the same, and dispose of it in the manner the City of Sierra Vista directs.

b. Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Sierra Vista may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Sierra Vista that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Sierra Vista, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision): The City of Sierra Vista in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City of Sierra Vista's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from City of Sierra Vista directing setting forth the nature of said breach or default, the City of Sierra Vista shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Sierra Vista from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach - In the event that the City of Sierra Vista elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Sierra Vista shall not limit) the City of Sierra Vista remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Default (Supplies and Service) - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Sierra Vista may terminate this contract for default. The City of Sierra Vista shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Sierra Vista.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S.

Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprises (DBE) - This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10% and the City of Sierra Vista Transit Goal is 0%. A separate contract goal

has not been established for this procurement. If you are a DBE certified contractor, please fill out the certification attached stating your letter of intent to perform services as a DBE if applicable.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Sierra Vista requests which would cause the City of Sierra Vista to be in violation of the FTA terms and conditions.

Government Wide Debarment and Suspension - The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

Cargo Preference - Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Davis-Bacon and Copeland Anti-Kickback Acts

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto (see Attachment "A") and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

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

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount

designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of Sierra Vista for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

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

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

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

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

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

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

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

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in

any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29

CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ADA Access - The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities.

DAVIS-BACON WAGE RATES

"General Decision Number: AZ20200009 01/03/2020

Superseded General Decision Number: AZ20190009

State: Arizona

Construction Type: Highway

Counties: Apache, Cochise, Gila, Graham, Greenlee, La Paz, Navajo and Santa Cruz Counties in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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 01/03/2020

CARP0408-007 07/01/2019

APACHE, COCHISE & SANTA CRUZ COUNTIES

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

ENGI0428-004 07/01/2019

	Rates	Fringes
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POWER EQUIPMENT OPERATOR

Oiler Driver.....\$ 29.21 11.04

 * IRON0075-006 08/01/2019

Apache, Cochise, Gila, Graham, Greenlee, La Paz, Navajo Counties

Rates Fringes

Ironworker, Rebar.....\$ 27.80 19.05

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson

Zone 2: 050 to 100 miles - Add \$4.00

Zone 3: 100 to 150 miles - Add \$5.00

Zone 4: 150 miles & over - Add \$6.50

 SUAZ2009-002 04/23/2009

Rates Fringes

CARPENTER

Gila, Graham, Greenlee, La
 Paz & Navajo.....\$ 21.71 3.82

CEMENT MASON.....\$ 17.74 3.59

ELECTRICIAN.....\$ 24.43 5.38

IRONWORKER, Rebar

Santa Cruz county.....\$ 21.75 13.59

LABORER

Asphalt Raker.....\$ 14.97 5.88

Concrete Worker.....\$ 13.38 4.50

Fence Builder.....\$ 12.20 3.84

Flagger.....\$ 12.31 3.96

General/Cleanup.....\$ 12.78 2.50

Guard Rail Installer.....\$ 12.20 3.84

Landscape Laborer.....\$ 11.02

Water Blaster.....\$ 14.90 2.90

OPERATOR: Power Equipment

Backhoe < 1 cu yd.....\$ 17.76 3.89

Compactor Self Propelled
 (with blade-grade operation..\$ 22.53 6.57

Compactor Small Self
 Propelled (with blade-
 backfill, ditch operation)..\$ 22.29 6.31

Concrete Pump.....\$ 20.31 6.48

Crane (under 15 tons).....\$ 22.98 4.26

Drilling Machine
 (including wells).....\$ 21.79 4.10

Grade Checker.....\$ 23.41 6.54

Hydrographic Seeder.....\$ 19.73 5.40

Mass Excavator.....	\$ 23.33	6.98
Milling Machine/Rotomill....	\$ 21.87	6.84
Power Sweeper.....	\$ 19.33	4.85
Roller (all types asphalt)..	\$ 17.46	5.58
Roller (excluding asphalt)..	\$ 19.23	5.09
Scraper (pneumatic tire)....	\$ 22.41	6.90
Screed.....	\$ 20.90	6.72
Skip Loader (all types 3 < 6 cu yd).....	\$ 20.91	7.35
Skip Loader (all types 6 < 10 cu yd).....	\$ 22.24	6.83
Skip Loader < 3 cu yd.....	\$ 17.97	6.60
Tractor (dozer, pusher- all).....	\$ 22.53	6.47
Tractor (wheel type).....	\$ 24.62	7.57
PAINTER.....	\$ 13.94	2.56

TRUCK DRIVER

2 or 3 axle Dump or Flatrack.....	\$ 16.17	4.24
Oil Tanker Bootman.....	\$ 21.94	
Pickup.....	\$ 12.88	1.73
Water Truck < 2500 gal.....	\$ 19.59	5.90
Water Truck > 3900 gal.....	\$ 18.70	4.79
Water Truck 2500 < 3900 gal.....	\$ 17.13	

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 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

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GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

- (1) Debarred,
- (2) Suspended,
- (3) Proposed for debarment,
- (4) Declared ineligible,
- (5) Voluntarily excluded, or
- (6) Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

- (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
- (2) Violation of any Federal or State antitrust statute, or
- (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- (1) Equals or exceeds \$25,000,
- (2) Is for audit services, or
- (3) Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

- (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and

(2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

3. It will provide a written explanation as indicated on a page attached in FTA's TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date ____/____/____

Name and Title of Contractor's Authorized Official _____

LABOR STANDARDS CERTIFICATION

Project Name: _____ Project Number: _____

Grant No: _____

This certifies that _____
(Company Name)

has been contracted by _____
(Firm/Agency/Prime Contractor/Subcontractor)

as a (Check One) _____ prime, _____ sub, _____ lower-tier contractor.

The contract, in the amount of \$ _____, is for _____

_____ (Nature of Work)

as specified in the City of Sierra Vista construction contract for the above named project. This work is expected

to begin on _____.

(Month, Day, Year)

As a legally authorized representative of the company, I certify/acknowledge that:

1. The **Labor Standards Provisions, 29 CFR - Part 3, 29 CFR - Part 5, and the General Wage Decision** for this project have been incorporated into the aforesaid contract. I have reviewed these documents, along with the City of Sierra Vista, Labor Compliance **Instructions for Contractors** packet.
2. Neither the above contracted company nor any person or firm who has an interest in the contractor's firm is ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
3. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1) and the **Labor Standards Provisions, 29 CFR, Part 3; 29 CFR Part 5; and the General Wage Decision** for this project shall be incorporated into any such subcontract.
4. The penalty for making a false statement is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
5. The legal name, address and business phone for the company contracted therein is:
Name: _____ Telephone #: _____
Address: _____
FAX #: _____ E-Mail Address: _____
6. Federal Business Tax Identification Number: _____
7. Contractor's License Number: _____

8. The business is (Check One) _____ A Proprietorship
 _____ A Partnership
 _____ A Corporation, incorporated in the state of: _____
 _____ A Division or subsidiary of: _____
 _____ Other organization (describe): _____

9. The legal names, titles, addresses, and telephone numbers of the owner(s), partners, or officers of the company are:
- _____
- _____
- _____

10. A representative _____ did _____ did not (check one) attend the Labor Compliance Pre-construction Conference which was held on _____ at _____ to provide technical assistance for complying with the Federal Labor Standards.

11. I have reviewed the contract wage determination and have identified the following:

a.) Description of work to be performed:

b.) List all trade classifications which will be utilized to perform the work you have described above. *Request for Additional Classification & Wage Rate may be required.*

12. Fringe Benefit Information:

Y N Do you pay fringe benefits in cash? (If yes, go to item #13)

Y N Do you pay fringe benefits into an approved plan, fund and/or program? (If, yes please Complete Exhibit A)

Y N Is your company signatory? (If yes, please complete Exhibit B)

13. Transportation of Material

Y N Will your company be engaged in hauling materials “to” or “from” to federally

funded assisted project. (If yes, please complete Exhibit C)

14. Truck Owner Operator:

Y N Are you the Owner AND Operator of your own truck? (If yes, please complete Exhibit D)

COMPANY OFFICIAL'S CERTIFICATION	
I hereby certify that I have reviewed the above statements and that, to the best of my knowledge, these statements are true.	
_____	_____
Signature of Corporate Officer/Owner	Title
_____	_____
Printed Name	Date
Subscribed and sworn to before me this _____ day of _____	
_____ My Commission expires _____	
Notary Public	

The designated appointee, _____, whose original signature appears below, is appointed to supervise the payment of employees for the company, beginning on _____. Or, at least, this appointee is in a position to have full knowledge of the facts set forth in the payroll documents, the Statement of Compliance, which the appointee is to execute, and with the Copeland Act.

APPOINTEE'S CERTIFICATION	
I hereby certify that I have reviewed the above statements and that, to the best of my knowledge, these statements are true.	
_____	_____
Signature of Corporate Officer/Owner	Title
_____	_____
Printed Name	Date
Subscribed and sworn to before me this _____ day of _____	
_____ My Commission expires _____	
Notary Public	

NOTE: Should the appointee be changed or added, a new Certificate must accompany the first payroll for which the new appointee executes a Statement of Compliance as required by the Copeland Act.