

Trujillo Trail Domestic Water Improvement District

Infrastructure Project

WIFA Project no. DW 026-2022



Trujillo Trail Domestic Water Improvement District
P.O.Box 5111, Tubac, AZ 85646

Bids due 3:00 pm, February 26th 2024



**Trujillo Trail Domestic Water Improvement District
WIFA Project no. DW 026-2022**

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**Invitation to Bid
Trujillo Trail Domestic Water Improvement District
WIFA Project no. DW 026-2022**

The Trujillo Trail Domestic Water Improvement District is seeking sealed bids from licensed Arizona Contractors to complete the following improvements:

Installation of approximately 7,000 feet of new water pipe, repairing the chip seal road surface, installing a connection point on a 4,000 gallon tank for future possible treatment, installing a flow meter and sampling spigot for water testing, installing a pressure pump in the well yard, electrical, and a natural gas line crossing. There is a \$700,000 bid limit for this project. WIFA-approved Project Sign to be displayed during construction.

Contract documents in electronic format are published on Trujillo Trail Domestic Water Improvement District website: <https://trujillotrailwid.us/reports/>. Bidders are responsible for monitoring the website referenced above for notifications of changes and addenda related to this project.

The Trujillo Trail Domestic Water Improvement District will conduct an **optional** pre-bid conference and site inspection on February 6th, 2024 at 10:00 am. Interested bidders are highly encouraged to attend and should meet at **42 Aliso Springs Road, Tubac AZ 85646** which is accessible to persons with disabilities. Individuals with special accessibility needs may contact Jackson Jenkins at Jackson.Jenkins@pima.gov or 520-419-4208 at least seventy-two (72) hours prior to the meeting.

Sealed bids will be received **via mail** at P.O. Box 5111, Tubac, AZ, 85646 until **February 26th, 2024**.

Sealed bids will be opened on Tuesday, February 27th, 10:00 AM at the Tubac Community Center, located at 50 Bridge Road, Tubac AZ 85646. Failure of the proposer to complete all of the bid documents may result in rejection of the Bid. All bids should be identified as “Trujillo Trail Domestic Water Improvement District WIFA Project no. DW 026-2022.” To be considered, *one (1) original and two (2) copies* of the Bid must be provided in accordance with the Instructions to Bidders included in the bid package.

IMPORTANT DATES (Dates may be subject to change. All times are in Arizona Time.)	
ACTIVITY	DATE/TIME
Bid Packet Release/Advertisement	1/26/2024
OPTIONAL Pre-Bid Meeting	2/6/2024@ 10:00 AM
Deadline to Submit Questions	2/13/2024@ 3:00 PM
Deadline for bid to be Received via Mail	2/26/2024
Bid Opening	2/27/2024 @ 10 AM

For questions about the bidding process and/or the plans or specs please contact Jackson Jenkins at at Jackson.Jenkins@pima.gov or 520-419-4208. If information of a material matter is provided in response to any correspondence or question or if a clarification is issued by the Trujillo Trail Domestic Water Improvement District, a copy of the question and answer will be provided to all prospective bidders who have requested a set of plans. This response shall serve as an addendum to the advertised call for bids.

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

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

The Trujillo Trail Domestic Water Improvement District reserves the right to accept the lowest, responsible bid; to consider alternatives; to reject any or all bids; and to waive irregularities or information in any bid. Bids received after the specified time of closing will be returned unopened. The Trujillo Trail Domestic Water Improvement District also reserves the right to hold any or all bids for a period of thirty (30) days after the date of opening. Bidders will not be allowed to withdraw submitted bids during the thirty (30) day period.

This is a federally-funded project, subject to Davis Bacon and American Iron and Steel requirements. The successful Bidder must be registered with SAM.Gov to be awarded.

Trujillo Trail Domestic Water Improvement District is an Affirmative Action/Equal Opportunity Employer. DBE (Disadvantaged Business Enterprise) eligible contractors are encouraged to bid.

Instructions to Bidders
Trujillo Trail Domestic Water Improvement District
WIFA Project no. DW 026-2022

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

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

Bid Security, Performance Bond and Payment Bond

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

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

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

Insurance

The contractor shall purchase and maintain during the contract time insurance as listed in the contract, including Protective Bodily Injury, Personal Property and Automobile Bodily Injury and Property Damage. The contractor will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to the Trujillo Trail Domestic Water Improvement District.

The Certificate of Insurance shall name the Trujillo Trail Domestic Water Improvement District ("DISTRICT") as additional insured. As required by law, the Certificate of Insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Arizona or countersigned by an agent of the carrier authorized to do business in the State of Arizona.

Additionally, the contractor will be required to purchase and maintain Worker's Compensation Insurance, including occupational disease provisions, for all employees at the site of the project. In case any work is

sublet, the contractor shall require such sub-contractor similarly to provide Workers' Compensation Insurance, including occupational disease provisions, for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Award of the Contract

The DISTRICT reserves the right to reject any and all bids and to award the contract to other than the low bidder with good cause. The DISTRICT further reserves the right to waive any informality or irregularities in the bidding process. Additionally, the bidder recognizes the right of the DISTRICT to reject a bid if the bidder failed to furnish the data required by the bidding documents or if the bid is in any way incomplete or irregular.

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

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

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

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

Protest Procedure

Bid protests shall be submitted in writing to: Jackson Jenkins, Trujillo Trail Domestic Water Improvement District at P.O.Box 5111, Tubac, AZ 85646 within seventy-two (72) hours of bid award notification.

Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, WIFA, or others, the DISTRICT will respond to the protest. The DISTRICT reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

PROPOSAL CHECK LIST

These forms are required.

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

BID PROPOSAL

Trujillo Trail Domestic Water Improvement District
WIFA Project no. DW 026-2022

THIS BID IS SUBMITTED TO:

Trujillo Trail Domestic Water Improvement District
P.O. Box 5111, Tubac, AZ 85646
Attn: John Combo, Chairman of the Board

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Trujillo Trail Domestic Water Improvement District in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and with the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the Trujillo Trail Domestic Water Improvement District. Bidder will sign and submit the contract with the bonds and other documents required by the bidding requirements within ten (10) days after the date of Notice of Award.

3. In submitting this Bid, Bidder represents, as set forth in the Contract, that:

1. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date.</u>
_____	_____
_____	_____
_____	_____
_____	_____

2. Bidder has visited the Site and become familiar with and is satisfied as to the general and local site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress and performance of the Work.

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

5. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s)

specified within the Bid and within the times, and in accordance with the other terms and conditions of the Bidding Documents.

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

WIFA Project no. DW 026-2022

TOTAL BID AMOUNT \$ _____
(Figure)

Dollars

(Use words)

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

Those bid items specifically identified as unit price items will be paid on a basis as determined by the OWNER and CONTRACTOR during construction.

SECTION 6
Bid Schedule / Bid Values

SCHEDULE OF VALUES CONSTRUCTION

PROJECT NAME	TTDWID TRANSFER PUMP & WATER LINE			APPLICATION NO		APPLICATION DATE		
PROJECT MANAGER		PROJECT NO.		% COMPLETE TO DATE		PERIOD TO		
ITEM NO	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED from this period	E WORK COMPLETED from previous periods prev app D + E	F MATERIALS PRESENT not in D or E	G TOTAL MATERIALS D + E + F	H BALANCE TO FINISH C - G	I RETAINAGE if variable rate
	Well Modifications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Storage Tank Modifications							
	Transfer Pump w Freeze Protection					\$ -	\$ -	
	Yard Piping 42 Aliso and Trujillo Trail Yards					\$ -	\$ -	
	4" High Pressure PVC Transfer Pipeline					\$ -	\$ -	
	Air Relief/Check Valve w/Vault					\$ -	\$ -	
	Gas Line Crossing Per Kinder Morgan Specs					\$ -	\$ -	
	Pavement Edge and Crossings Replacement					\$ -	\$ -	
	Electrical System at 42 Aliso Springs Rd.					\$ -	\$ -	
TOTALS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CONTRACT MANAGER - Minimum performance requirements successfully completed and approved by:

DATE:

SUB-CONTRACTORS AND MATERIAL SUPPLIERS LIST

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

Specialty	Sub-contractor/Material Supplier Name	License #

BID BOND

**Trujillo Trail Domestic Water Improvement District
WIFA Project no. DW 026-2022**

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

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned, _____ as Contractor, hereinafter called the Principal, and a corporation duly organized and existing under and by virtue of the laws of the State of Arizona and authorized to do business in the State of Arizona, as Surety, hereinafter called the Surety, are held and firmly bound unto the Trujillo Trail Domestic Water Improvement District, **Arizona** as Owner in the penal sum of _____ dollars (\$_____) for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal has submitted to the Trujillo Trail Domestic Water Improvement District, the accompanying Bid Proposal, attached hereto and hereby made as part hereof to enter into a contract in writing for "Sealed Bids -WIFA Project no. DW 026-2022," and is hereinafter referred to as the Bid.

NOW THEREFORE, if the Owner shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such bond or bonds as may be specified in the Bidding or Contract Document with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Bid, then the obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS __ day of _____, 2024.

Principal _____

By _____

Attest: Surety _____

Title _____

Attest By _____

Title _____

CONTRACT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2024, by and between the Trujillo Trail Domestic Water Improvement District (hereinafter called the "DISTRICT"), acting herein by Mr. John Combo, Chairman, hereunto duly authorized, and _____ (hereinafter called the "CONTRACTOR") acting herein by _____, President, hereunto authorized.

WITNESSETH THAT:

The DISTRICT desires to engage the CONTRACTOR to render construction services for the Trujillo Trail Domestic Water Improvement District Project 026-2022.

NOW, THEREFORE the parties do mutually agree as follows:

1. Work

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

Installation of approximately 7,000 feet of new water pipe, repairing the chip seal road surface, installing a connection point on a 4,000 gallon tank for future possible treatment, installing a flow meter and sampling spigot for water testing, installing a pressure pump in the well yard, electrical, and a natural gas line crossing. There is a \$700,000 bid limit for this project. WIFA-approved Project Sign to be displayed during construction.

2. Access to Information

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

3. Federal Labor Standards Compliance

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

4. Contract Times

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

5. Liquidated Damages

DISTRICT and CONTRACTOR recognize that time is of the essence of this Agreement and that the DISTRICT will suffer financial loss if the work is not completed within the time specified. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the DISTRICT if the work is not completed on time. Accordingly, instead of

requiring any such proof, the DISTRICT and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the DISTRICT \$500.00 for each day that expires after the time specified for final completion until the work is complete and ready for final payment.

6. Compensation and Method of Payment

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

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

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

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

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

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

7. Indemnification

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

b. The CONTRACTOR shall indemnify, defend, and hold the Indemnified Parties harmless from any and all claims, demands, suits, actions, proceedings, loss cost, and damages of every kind and description, including any reasonable attorney's fees and/or litigation expenses, which may be brought or made against the Contractor, its employees and officers, the Indemnified Parties, or any person, regardless of who makes the claim, to the extent they result from the acts of the Contractor, its employees, agents, representatives, or sub-contractors, their employees, agents or representatives in connection with or incidental to the performance of this Contract. The CONTRACTOR'S obligation under this Section shall not apply to any damages caused by the negligence of DISTRICT or its employees. The indemnity provided in this Section shall survive

termination of this Contract. Neither the contract amount, nor the minimum limits and types of insurance provided for shall limit the scope and extent of indemnity hereunder.

8. Miscellaneous Provisions

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

1) the forced labor of ethnic Uyghurs in the People's Republic of China, or;

2) any goods or services produced by the forced labor of the ethnic Uyghurs in the People's Republic of China, or;

3) any subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

Additionally, if during the term of this contract, after providing written certification pursuant to the above conditions, your company becomes aware that it is not in compliance with this written certification, your company shall notify the Trujillo Trail Domestic Water Improvement District within five (5) business days.

If within one hundred and eighty (180) days of notification of noncompliance your company does not provide the Trujillo Trail Domestic Water Improvement District with written certification of company's remedy of the noncompliance, the Trujillo Trail Domestic Water Improvement District shall terminate this contract. Exception: if the contract termination date occurs before the end of the remedy period, the contract shall terminate on the contract termination date.

- g. The Contractor hereby certifies that it shall comply with A.R.S. §35-393 and §35-393.01, which mandates that the DISTRICT, as a Public entity of Arizona, and using Public funds, may not enter into a contract with a value of \$100,000 or more with a company to acquire or dispose of services, supplies, information

technology or construction unless that contract includes a written certification that:

- 1) the company is not currently engaged in, and;
 - 2) agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.
- h. Tampering with Public Records: Per A.R.S. §13-2407, this certification is a public record and concerns a matter within the jurisdiction of Arizona in that the making of a false record may render the maker subject to prosecution for a Class 6 Felony.

9. Project Familiarity and Identification of Conflicts

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

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

10. Insurance

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

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

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

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

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

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

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

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

REQUIRED COVERAGE:

Commercial General Liability:

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

Workers' Compensation Insurance:

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

REQUIREMENT OF CONTRACT BONDS:

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

Performance Bond in an amount equal to the full CONTRACT SUM conditioned upon the faithful performance of the CONTRACT in accordance with PLANS, SPECIFICATIONS, and conditions thereof. Such bond shall be solely for the protection of the DISTRICT. The PERFORMANCE BOND shall remain in force the greater of (a) two years

after FINAL COMPLETION of the WORK, or (b) until the expiration of all warranties and guarantees as required by the CONTRACT.

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

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

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

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

Cancellation and Expiration Notice

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

11. Timely Submission of Labor Standard Forms

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

12. Contract Documents

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

- This Contract including Exhibit A, Terms and Conditions and Exhibit B, WIFA Governmental Contract Packet
- Plans and Specifications incorporated in the bidding documents
- Bidding documents including addenda acknowledged in CONTRACTOR bid
- Invitation to Bid
- Instructions to Bidders
- Bid Proposal
- Bid Bond
- Performance Bond
- Labor & Material Payment Bond
- List of Sub-Contractors
- Notice to Proceed
- LS-4, Weekly Payroll Reports
- LS-5, Statement of Compliance
- LS-14, Fringe Benefits Documentation
- LS-15, Authorization for Deductions

LS-17, Certification of Applicable Fringe Benefit Payments
LS-7, Notice to All Employees WH1321
Wage Rate Determination as provided in the Bid Document
Standard Form 1444, Request to Conform an Additional Classification

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

13. Terms and Conditions

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

14. Certifications

This Agreement is subject to the provisions entitled “Certifications” which were submitted by the CONTRACTOR in the bid dated _____, 2024 and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

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

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

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

16. Safety

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

17. Retention of Records

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

18. Independent Contractor

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

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

Approved as to Form:

DISTRICT:

Frank Cassidy, Attorney

John Combo, Chairman

CONTRACTOR: _____, President

ATTACHED EXHIBITS:

A: Terms and Conditons (also to be signed)

B: WIFA Contract Documents

EXHIBIT A: TERMS AND CONDITIONS

1. Termination of Contract

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

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

b. The DISTRICT may terminate this contract at any time by giving at least ten (10) days written notice to the CONTRACTOR. If the contract is terminated by the DISTRICT as provided herein, the CONTRACTOR will

be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this contract is terminated due to the fault of the CONTRACTOR, Paragraph 1.a hereof relative to termination shall apply.

- c. This contract may be terminated per A.R.S. §38-511, Conflict of Interest.

3. Changes

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

4. Personnel

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

5. Assignability

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

6. Reports and Information

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

10. Compliance with Local Laws

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

11. Interest of Members of a Governing Body

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

12. Interest of Other Local Public Officials

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

13. Interest of CONTRACTOR and Employees

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

14. Federal Labor Standards Provisions

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

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

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

LS2 CONTRACTOR's Certification Concerning Labor Standards and Prevailing Wage Requirements

A separate form is to be completed by the CONTRACTOR and **submitted as a part of the bid package.**

LS3 Sub-Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

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

LS4 Weekly Payroll Report

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

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

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

LS5 Statement of Compliance

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

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

LS7 Notice to All Employees (WH-1321)

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

LS15 Authorization for Deductions

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

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

SLS-17 Verification of Fringe Benefit Plan

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

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

OR

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

Pre-construction Conference

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

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

Notice Provisions

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

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

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

Approved as to Form:

DISTRICT:

Frank Cassidy, Attorney

John Combo, Chairman

CONTRACTOR: _____

, President

LABOR AND MATERIALS BOND

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

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), and _____, a corporation organized and existing under the laws of the State of _____, and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the _____, (hereinafter called the Surety) as Surety are held firmly bound unto the _____ of _____ (hereinafter called the Obligee) in the amount of _____ dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, administrators, executors, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the _____ day of _____, 2023, to construct the **Trujillo Trail Domestic Water Improvement District (WIFA Project no. DW 026-2022)**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void, otherwise it remains in full force and effect.

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

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this ____ day of _____, 2024.

	PRINCIPAL SEAL
_____ AGENCY OF RECORD	BY _____
_____ AGENCY ADDRESS	SURETY
	BY _____

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of Arizona and duly licensed and possessing a certificate of authority to transact surety business in the State of _____ with its principal office in _____ (hereinafter called the Surety) as Surety, are held firmly bound unto the _____ of (hereinafter called the Obligee) in the amount of _____ (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly, and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the ___ day of _____, 2023, to construct the **Trujillo Trail Domestic Water Improvement District (WIFA Project no. DW 026-2022)**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 2024.

AGENCY OF RECORD

PRINCIPAL SEAL

BY _____

AGENCY ADDRESS

SURETY

BY _____



NOTICE OF AWARD - CONSTRUCTION

Date:

Address:

RE: NOTICE OF AWARD FOR CONSTRUCTION SERVICES, Trujillo Trail Domestic Water Improvement District (WIFA Project no. DW 026-2022).

Dear _____,

You are hereby notified that the Trujillo Trail Domestic Water Improvement District has awarded you the construction contract for the above cited WIFA project in the base bid amount of \$_____, and Bid Alternates #'s _____ for a total amount of \$_____.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[number of copies sent]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents.

A Pre-Construction Conference is set for _____, at _____, Tubac, AZ.

Congratulations, and we look forward to the successful completion of this project. If you require any other information, please contact me at Jackson.jenkins@pima.gov, or at 520-419-4208.

Sincerely,

Jackson Jenkins
Trujillo Trail Domestic Water Improvement District

Enclosures: Contracts (2)
C: ENGINEER
C: SEAGO
C: WIFA



NOTICE OF NON-AWARD – CONSTRUCTION SERVICES

Date:

Dear :

RE: NOTICE OF NON-AWARD FOR CONSTRUCTION SERVICES, Trujillo Trail Domestic Water Improvement District (WIFA Project no. DW 026-2022).

You are hereby notified that your bid for the above-mentioned WIFA project was considered. On behalf of the Trujillo Trail Domestic Water Improvement District, I regret to inform you that you have not been awarded the contract. However, we very much appreciate your participation. You have the right to protest the decision made by the District. If your firm wishes to protest either informally or formally, the deadline is within seventy-two (72) hours of bid award notification. All comments should be addressed to: Jackson Jenkins, Trujillo Trail Domestic Water Improvement District at P.O.Box 5111, Tubac, AZ 85646, or at Jackson.jenkins@pima.gov. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or authorized representative, a detailed statement of legal and factual grounds of the protest including copies of relevant data, and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, WIFA, or others, the District will respond to the protest.

The Trujillo Trail Domestic Water Improvement District again thanks you for the submittal of your bid. **Your Bid Bond is enclosed.**

Sincerely,

Jackson Jenkins
Trujillo Domestic Water Improvement District

Enclosure

C: SEAGO

C: WIFA



NOTICE TO PROCEED – CONSTRUCTION

DATE

RE: NOTICE TO PROCEED FOR CONSTRUCTION SERVICES, Trujillo Trail Domestic Water Improvement District (WIFA Project no. DW 026-2022)

Dear _____,

You are hereby notified to commence work on the above referenced project on or before _____, 2024 and shall substantially complete all of the work in accordance with the Contract **within one hundred and eighty days (180)** consecutive calendar days. The Contract provides for an assessment of the sum of \$500 as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete. Please complete the acceptance portion of this notice and return it as soon as possible. We look forward to completing a successful project with you.

Dated this ___ day of _____, 2024.

By: _____
Jackson Jenkins, Trujillo Trail DWID

ACCEPTANCE OF NOTICE

Receipt of the forgoing **Notice to Proceed** is hereby acknowledged this ___ day of ___ 2024.

By: _____
Typed Name/Title

Signature

C: SEAGO, WIFA

SECTION B

WIFA LABOR STANDARDS COMPLIANCE FORMS

Trujillo Trail Domestic Water Improvement District WIFA Project no. DW 026-2022

CERTIFICATIONS SIGNATURE

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

(Typed Name of Official)

(Signature of Official)

(Typed Name of Firm)

(Date)



Contract Packet

Governmental

Includes:

1. Contract Packet
2. AIS Sample Certification Letters
3. AIS and De Minimis Worksheet
4. Sample Wage Determination (Wage Decision Schedule)
5. Project Wage Rate Worksheet
6. Request for Authorization of Additional Classification and Rate (Wage Determination Request) form (SF1444) and instructions
7. Davis-Bacon poster (WH-1321) – English and Spanish versions
8. Payroll certification form (WH-347) and instructions
9. Employee Interview form and instructions
10. Construction Sign Specifications
11. Sample Disbursement Request form

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

CONTRACT PACKET for Governmental Borrowers

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

PLEASE NOTE

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

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

Required Contract Conditions

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

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

6. E-Verify (A.R.S. § 41-4401). A governmental entity shall not award a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). Every government entity shall (i) ensure that every government entity contractor and subcontractor complies with the federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A); (ii) require that every government entity contract include the required provisions listed under A.R.S. § 41-4401(A); and (iii) establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors.

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

Use of American Iron and Steel

Public Law 113-76, enacted January 17, 2014

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

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds (CWSRF and DWSRF) for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

Highlights from EPA Guidance on Use of American Iron and Steel

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

What is considered American Iron and Steel?

What is an iron or steel product?

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

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

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

What is NOT considered American Iron and Steel?

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

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

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Use of American Iron and Steel - De Minimis Waiver

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

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

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

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

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

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

**Water Infrastructure Finance Authority of Arizona
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Davis-Bacon Contract Conditions (Federal Prevailing Wages)

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

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

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

Wage Rate Requirements (Also referred to as Attachment 6)

Preamble

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

Requirements for Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient will contact EPA. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <https://www.dol.gov/agencies/whd/government-contracts/construction>.

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

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

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor <https://beta.sam.gov/> weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination 10 days or less prior to the closing date, the subrecipient may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage

determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor <https://beta.sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from <https://beta.sam.gov/> into the ordering instrument. Typically, the appropriate wage determination would be the one in effect on the date the task order, work assignment or similar instrument is awarded.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

The recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR § 5.1, the following clauses:

(1) Minimum wages.

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

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

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, <https://beta.sam.gov/>.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of

all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

(3) Payrolls and basic records.

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

contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 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 State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the Apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency

recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

(10) Certification of eligibility.

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

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

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

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

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3 above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

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

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

(b) In addition to the clauses contained in Item 3 above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use WIFA's interview form, Department of Labor's Standard Form 1445, or equivalent documentation to memorialize the interviews. WIFA's interview form and instructions are included with this packet.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate

wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed below and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd.

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

**Clean Water Revolving Fund
Drinking Water Revolving Fund**

Equal Employment

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

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in

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

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

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

Disadvantaged Business Enterprises (DBE)

Good Faith Efforts

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

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

Required Contract Conditions

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

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

5. A Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

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

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

*** More information about DBE requirements can be found at <https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-business-enterprises>*

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

Prohibition on Certain Telecommunication and Video Surveillance Equipment

Public Law 115-232, enacted August 13, 2020

WIFA borrowers must comply with regulations at 2 CFR 200.216, *Prohibition on certain telecommunication and video surveillance services or equipment*, implementing section 889 of Public Law 115-232. The regulation prohibits the use of Federal funds to procure (enter into, extend, or renew contracts) or obtain equipment, systems, or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system. Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list (<https://sam.gov/SAM/>).

As described in section 889 of Public Law 115-232, covered telecommunications equipment or services includes:

- **Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).**
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other security purposes, **video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).**
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

There is no exhaustive list of components and services that fall under the prohibition. Borrowers and contractors should be particularly mindful of project components with internet or cellular connections. For example, automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures. Items included in the prohibition are not eligible costs, and WIFA cannot reimburse borrowers for these costs.

SAMPLE Step Certification Letter (Processed/Manufactured)
Use of American Iron and Steel
Water Infrastructure Finance Authority of Arizona
CWSRF and DWSRF Funded Projects

The following information is provided as a sample letter of certification for AIS compliance (From March 20, 2014 EPA Memorandum American Iron and Steel Requirement Guidance).

Documentation must be provided on company letterhead.

Documentation should include the following five items:

- *Project name*
- *Product identification*
- *City and state where process took place*
- *Reference to American Iron and Steel Requirements as mandated by the EPA State Revolving Fund Programs.*
- *Signature*

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location: CITY AND STATE

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

SAMPLE Step Certification Letter (Shipped/Provided)
Use of American Iron and Steel
Water Infrastructure Finance Authority of Arizona
CWSRF and DWSRF Funded Projects

The following information is provided as a sample letter of certification for AIS compliance (From March 20, 2014 EPA Memorandum American Iron and Steel Requirement Guidance).

Documentation must be provided on company letterhead.

Documentation should include the following five items:

- *Project name*
- *Product identification*
- *City and state where process took place*
- *Reference to American Iron and Steel Requirements as mandated by the EPA State Revolving Fund Programs.*
- *Signature*

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location: CITY AND STATE

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

$$(1.2\% + 1.0\%) \div (2)$$

Therefore, the amount of manganese that is subject to threshold determinations and release and other waste management estimates is:

$$\left[\frac{(8,000,000) \times (1.2\% - 0.9\%)}{(1.2\% - 0.2\%)} \right] \times \left[\frac{(1.2\% + 1.0\%)}{(2)} \right] = 26,400 \text{ pounds}$$

= 26,400 pounds manganese (which is above the processing threshold for manganese)

Example 6: Concentration Ranges Straddling the De Minimis Value

Example 7: De Minimis Application in the Manufacture of a Toxic Chemical in a Mixture

Manufacture as a Product Impurity

Toluene 2,4 diisocyanate reacts with trace amounts of water to form trace quantities of 2,4-diaminotoluene. The resulting product contains 99 percent toluene 2,4-diisocyanate and 0.05 percent 2,4-diaminotoluene. The 2,4 diaminotoluene would not be subject to EPCRA Section 313 reporting nor would supplier notification be required because the concentration of 2,4- diaminotoluene is below its *de minimis* limit of 0.1 percent in the product.

Manufacture as a Commercial Byproduct and Impurity

Chloroform is a reaction byproduct in the production of carbon tetrachloride. It is removed by distillation to a concentration of less than 150 ppm (0.0150 percent) remaining in the carbon tetrachloride. The separated chloroform at 90 percent concentration is sold as a byproduct. Chloroform is subject to a 0.1 percent (1000 ppm) *de minimis* limit. Any amount of chloroform manufactured and separated as byproduct must be included in threshold determinations because EPA does not interpret the *de minimis* exemption to apply to the manufacture of a chemical as a byproduct. Releases of chloroform prior to and during purification of the carbon tetrachloride must be reported. The *de minimis* exemption can, however, be applied to the chloroform remaining in the carbon tetrachloride as an impurity.

Because the concentration of chloroform remaining in the carbon tetrachloride is below the *de minimis* limit, this quantity of chloroform is exempt from threshold determinations, release and other waste management reporting, and supplier notification.

Manufacture as a Waste Byproduct

A small amount of formaldehyde is manufactured as a reaction byproduct during the production of phthalic anhydride. The formaldehyde is separated from the phthalic anhydride as a waste gas and burned, leaving no formaldehyde in the phthalic anhydride. The amount of formaldehyde produced and removed must be included in threshold determinations and release and other waste management estimates even if the formaldehyde were present below the *de minimis* level in the process stream where it was manufactured or in the waste stream to which it was separated because EPA does not interpret mixtures and trade name products to include wastes.

Section 4: Questions and Answers

TEST

When <i>de minimis</i> may Apply (Q&A #)	When <i>de minimis</i> does not Apply (Q&A #)
<ul style="list-style-type: none"> Question Number 246: Impurity; Process Question Number 265: De minimis Exemption; Solvent Recovery Question Number 299: Otherwise Use Question Number 410: De minimis Exemption; Mixture; Trade Name Question Number 413: De minimis Exemption; Release Reporting Question Number 430: Ash; De minimis Exemption; Otherwise Use Question Number 433: De minimis Exemption; Waste Question Number 434: Ash; De minimis Question Number 593: Release Reporting; Releases; Storage 	<ul style="list-style-type: none"> Question Number 248: Activity Threshold; Coincidental Manufacturing Question Number 265: De minimis Exemption; Solvent Recovery Question Number 410: De minimis Exemption; Mixture; Trade Name Question Number 412: Coincidental Manufacturing; De minimis Exemption; Impurity Question Number 423: De minimis Exemption; Manufacture; Threshold Determination; Wastewater Treatment Question Number 425: Ammonia; De minimis Exemption Question Number 427: De minimis Exemption Question Number 429: De minimis Exemption; Otherwise Use; Waste Stream Question Number 435: De minimis Exemption; Waste Question Number 492: Air Releases; De minimis Exemption; Storage Tanks Question Number 594: Otherwise Use

No Previous Section | Table of Contents | Guidance Document List | No Next Section

General Decision Number: AZ120010 03/30/2012 AZ10

Superseded General Decision Number: AZ20100010

State: Arizona

Construction Type: Heavy

Counties: Coconino, Maricopa, Mohave, Pima, Pinal and Yuma Counties in Arizona.

HEAVY CONSTRUCTION PROJECTS (excluding dam construction)

Modification Number	Publication Date
0	01/06/2012
1	03/30/2012

* BOIL0627-004 01/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 31.39	25.46

CARP0408-003 07/01/2011

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 23.58	8.49
PILEDRIVERMAN.....	\$ 24.08	8.49

ELEC0518-005 08/01/2010

PINAL COUNTY (North of the line, "First Standard Parallel South", and East of the line, "Second Guide Meridian East".

	Rates	Fringes
Electrician/Wireman.....	\$ 24.25	9.67

ELEC0570-001 12/01/2011

PIMA, PINAL [Remaining Southern Area], and YUMA COUNTIES

	Rates	Fringes
Electrician/Wireman.....	\$ 23.75	18%+4.70

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

ELEC0611-005 11/01/2011

APACHE COUNTY [Area North of Highway 66]

	Rates	Fringes
Electrician/Wireman Zone 1.....	\$ 29.30	3%+8.68

- ZONE 1: 0 to 10 miles from Gallup, NM
- ZONE 2: 10 to 30 miles from Gallup - Add 9%
- ZONE 3: 30 to 40 miles from Gallup - Add 15%
- ZONE 4: Over 40 miles from Gallup - Add 26%

ELEC0640-001 06/21/2011

COCONINO; MARICOPA; MOHAVE COUNTIES; and the following portion of PINAL COUNTY (Area lying North and West of the boundary line beginning at a point where Papago Indian Reservation Road No.15 crosses the Pima-Pinal County line, then extending in a

Northeasterly direction on Papago Indian Reservation Road No. 15 to the intersection with Highway FAS-267, extending North on Highway FAS-267 to the intersection with the Florence Canal, North and East on the Florence Canal to the intersection of the line "Second Guide Meridian East" then North to the Pinal-Maricopa County lines)

	Rates	Fringes
Electrician/Wireman.....	\$ 25.01	3%+7.50

ELEC0769-001 05/01/2011		

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 42.24	19%+5.04
Groundman.....	\$ 22.32	19%+5.04
Lineman.....	\$ 38.48	19%+5.04
Powderman.....	\$ 27.13	19%+5.04
Technician, Crane 80 Ton & over, Pilot.....	\$ 37.39	19%+5.04
Equipment Operator: 75% of Lineman rate.		
HD Equipment Operator: 85% of Lineman rate.		
Mechanic: 75% of Lineman rate.		

ENGI0428-013 06/01/2010		

	Rates	Fringes
Power Equipment Operator (2) Asphalt Roller.....	\$ 25.22	9.79

IRON0075-007 08/01/2011		

	Rates	Fringes
Ironworker Rebar & Structural.....	\$ 26.52	19.35
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		

LABO0383-008 06/01/2010		

	Rates	Fringes
Laborers		
(2) Concrete Worker.....	\$ 18.63	4.35
(3) Power tools.....	\$ 19.42	4.35
(6) Construction Specialist.....	\$ 19.39	4.35

PLUM0469-004 07/01/2011		

ZONE A: COCONINO, MARICOPA, MOHAVE & YUMA COUNTIES

ZONE B: PIMA AND PINAL COUNTIES

	Rates	Fringes
PLUMBER		
Zone A.....	\$ 32.50	15.15
Zone B.....	\$ 32.50	15.15

INDUSTRIAL WORK: Add \$6.00 to basic hourly rate

	Rates	Fringes

SHEE0359-002 08/01/2011		
PIMA and PINAL (South of the 33rd Parallel) COUNTIES		
Sheet Metal Worker (Including HVAC)		
Zone 1.....	\$ 29.55	14.05

COCONINO, MARICOPA, MOHAVE, PINAL (North of the 33rd Parallel),
and YUMA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC).....	\$ 29.55	14.05

SUAZ2004-007 03/04/2004		
	Rates	Fringes
Cement Mason/Finisher.....	\$ 17.18	2.12
Laborers		
General/Cleanup.....	\$ 10.32	0.00
Pipelayer.....	\$ 11.11	1.74
MILLWRIGHT.....	\$ 16.97	3.40
Power Equipment Operator		
Backhoe.....	\$ 16.82	2.52
Blade/Grader.....	\$ 14.45	2.45
Crane.....	\$ 20.76	4.42
Excavator.....	\$ 18.00	0.00
Loader.....	\$ 16.67	2.14
Scraper.....	\$ 12.91	1.68
Sound & Communication Technician.....	\$ 22.00	0.00
TRUCK DRIVER		
Dump.....	\$ 12.13	1.16
Flatbed Utility.....	\$ 12.50	1.48
Water Truck.....	\$ 11.91	1.32

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

WIFA PROJECT WAGE RATE WORKSHEET

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

PROJECT NAME:		WAGE DECISION NUMBER AND DATE:		
WIFA PROJECT NUMBER:		PROJECT COUNTY:		
WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	

ADDITIONAL CLASSIFICATIONS NEEDED (DOL FORM SF-1444)

WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF WIFA SUBMISSION TO DOL	DATE OF DOL APPROVAL

SF 1444 Instructions

Request for Additional Classification and Wage Rate Form

Attached is a copy of the federal standard form 1444, Request for Authorization of Additional Classification and Wage Rate. This form must be submitted when a wage classification is not listed on the applicable wage decision. The classification and wage rate submitted on the form should bear a reasonable likeness to similar skill classifications listed in the federal wage determination.

The prime contractor is responsible for the completion and submission of this form. The following are the procedures for the completion and submission of the form:

1. Check "Construction Contract" in the upper right-hand corner.
- Box 2. Insert the following information:
**Water Infrastructure Finance Authority of Arizona
(WIFA) 100 N. 7th Ave., Ste. 130
Phoenix, AZ 85007**
- Box 3. Prime contractor's name.
- Box 4. Date the prime contractor submitted the form to WIFA.
- Box 5. Contract number.
- Box 6. Date the bid was opened, if applicable.
- Box 7. Date the contract was awarded.
- Box 8. Actual date the contractor will be starting or started work.
- Box 9. (This box is not applicable.)
- Box 10. List all subcontractors that will utilize the labor classification listed in box 13a. If none, enter "N/A."
- Box 11. Project title and a brief description of the project.
- Box 12. Include both the city and county, as well as Arizona.
- Box 13. Federal "General Decision Number" (e.g. AZ00009) and the date.
- Box 13a. List all classifications not covered by the federal wage determination, which are utilized by either the prime or the subcontractor(s).
- Box 13b. The wage rate should bear a reasonable likeness to the category classification wage rates (equipment operators, laborers, truck drivers, etc.) listed in the federal wage determination.
- Box 13c. The fringe rate should bear a reasonable likeness to the category classification fringe rates (equipment operators, laborers, truck drivers, etc.) listed in the federal wage determination.
- Box 14. If there is a subcontractor listed on line 10, its representative signs on this line.
- Box 15. The prime contractor's representative must sign on this line.
- Box 16. If the contractor has a specific employee who will be performing the labor classification(s) listed in box 13a, or if the employees' have legal representation (union, etc.), they should sign this line and include their title. If no specific employee is identified to perform work under the listed classification(s), then write "unknown" in the box. The "Agree" or "Disagree" boxes are checked by anyone signing in boxes 14, 15, and 16.

The contractor will make a copy of the completed signed form and submit the original to WIFA (not required to be in quadruplicate).

WIFA will complete the section below the heavy line TO BE COMPLETED BY CONTRACTING OFFICER and submit it to DOL and EPA. Typically DOL responds in 30 days. WIFA will send the borrower a copy of the approved wage classification.

**REQUEST FOR AUTHORIZATION OF
ADDITIONAL CLASSIFICATION AND RATE**

CHECK APPROPRIATE BOX
 SERVICE CONTRACT
 CONSTRUCTION CONTRACT

OMB Control Number: 9000-0066
Expiration Date: 4/30/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPPLICATE, TO THE CONTRACTING OFFICER.

1. TO: ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210	2. FROM: (REPORTING OFFICE)
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3. CONTRACTOR	4. DATE OF REQUEST
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5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (IF APPLICABLE) (SERVICE CONTRACT ONLY)
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10. SUBCONTRACTOR (IF ANY)

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)

12. LOCATION (CITY, COUNTY, AND STATE)

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: _____ DATED: _____

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (Service contracts only) <i>(Use reverse or attach additional sheets, if necessary)</i>	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE
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16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE
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TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))

- THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
- THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.
(Send 3 copies to the Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NUMBER	DATE SUBMITTED
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EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

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

PREVAILING WAGES

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

OVERTIME

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

ENFORCEMENT

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

APPRENTICES

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

PROPER PAY

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

Water Infrastructure Finance Authority of Arizona

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

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

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



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

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

SALARIOS PREVALECIENTES

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

SOBRETIEMPO

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

CUMPLIMIENTO

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

APRENDICES

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

PAGO APROPIADO

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

Water Infrastructure Finance Authority of Arizona

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

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

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



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



Instructions For Completing Payroll Form, WH-347

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

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

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

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

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

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

Address: Fill in your firm's address.

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

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

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

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

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

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

Column 5 - Total: Self-explanatory

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

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

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

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

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

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

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

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

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


Use of Section 4(c), Exceptions

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






Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

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

Topics				For Workers	For Employers	Resources	Interpretive Guidance	State Laws	News
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 <p>Wage and Hour Division</p> <p>An agency within the U.S. Department of Labor</p> <p>200 Constitution Ave NW Washington, DC 20210 1-866-4-US-WAGE 1-866-487-9243</p> <p>www.dol.gov</p>	<p>FEDERAL GOVERNMENT</p> <ul style="list-style-type: none"> White House Coronavirus Resources Severe Storm and Flood Recovery AssistanceEspañol Disaster Recovery Assistance DisasterAssistance.gov USA.gov No Fear Act Data U.S. Office of Special Counsel 	<p>LABOR DEPARTMENT</p> <ul style="list-style-type: none"> About DOL Guidance Search Office of Inspector General Subscribe to the DOL Newsletter Read the DOL Newsletter Emergency Accountability Status Link A to Z Index 	<p>WHD PORTALS</p> <ul style="list-style-type: none"> YouthRules! Wage Determinations
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PAYROLL

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



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

OMB No.:1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS				
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT	OR	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK					
					S	S	S	S	S	S	S				S	S	S	S	S		S	S	S		
				HOURS WORKED EACH DAY																					
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Date _____

I, _____
 (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
 (Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the
 (Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have
 been or will be made either directly or indirectly to or on behalf of said

_____ from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
 from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

(4) That:

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

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
 the above referenced payroll, payments of fringe benefits as listed in the contract
 have been or will be made to appropriate programs for the benefit of such employees,
 except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
 SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
 31 OF THE UNITED STATES CODE.



EMPLOYEE INTERVIEW FOR DAVIS-BACON LABOR STANDARDS INSTRUCTIONS

The Davis-Bacon Act requires interviews to determine if the contractor is complying with the Federal Davis-Bacon prevailing wages. Interviewers must use WIFA’s interview form, Department of Labor’s Standard Form 1445, or equivalent documentation. WIFA’s form may be downloaded from WIFA’s website: www.azwifa.gov/contract-packet. See Section 5: Compliance Verification of the WIFA Contract Packet for the interview requirements.

Interviews should be conducted in the following manner:

Interviewer: Each borrower is required to conduct interviews. The interviewer must be someone unaffiliated with the contractors and on site regularly (i.e., project manager, or consultant, etc.).

Purpose: The purpose of the interview is to ensure that the work actually being done by construction workers and mechanics is consistent with the corresponding job titles and wages being reported on the certified payrolls. The payroll checker must compare the interviews to the payrolls to identify inconsistencies. Any inconsistencies must be addressed. Keep in mind that both the interview and the information on the interview form are considered confidential. Interviews should be conducted individually and in private. All employees on the work site should be available for an interview if requested by the interviewer; however, the employee’s participation is voluntary.

Number of Interviews: A representative sample of interviews is required. The interviewer must interview at least one person from every contractor and subcontractor company on the job site.

Timing: Interviews should be done, at minimum, on two different occasions. One should be within the first two weeks after construction begins and whenever a new subcontractor begins work on the project. The second round should be done closer to substantial completion while workers are still on site. Additional interviews should be done when issues or discrepancies arise and should be targeted at the contractor in question.

Records: Interview forms should be kept by the borrower with the rest of the project records at least three years after the contract is completed. The interview forms have employee information that should be kept confidential from contractors generally, but the project folders must be available for inspection by WIFA, EPA, or Department of Labor upon request.

Item	INTERVIEW
2b. - 2c.	This information is required in case it is necessary to follow up with the employee.
3a.	The interviewer should make it clear to the employee that these items relate only to work on this project, not necessarily to other projects.
3b.	Employees should be encouraged (but not required) to produce pay stubs or pay envelopes which document the wages received.
5. - 6.	If the employee does not know where the wage rate decision and Davis-Bacon poster are posted, the interviewer should inform the person of the location(s) and encourage them to look at the documents.
8.	Many employees will not be familiar with the term “fringe benefits.” The interviewer should explain to the employee that fringe can be paid as part of their hourly rate, or can be in the form of benefits such as vacation, medical, etc.
9a. -9c.	The interviewer should make it clear to the employee that these items relate only to work on this project, not necessarily to other projects.

11. - 13.	Be certain that the employee's responses are specific. The employee may not be familiar with the classifications used on the wage determination and thus may use a term which may not be found on the determination. The answers to questions 12 and 13 should elicit enough information to identify the appropriate wage classification. Confirm the presumed wage classification with the employee.
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INTERVIEWER'S COMMENTS	
16.	This represents some of the most important information gathered while conducting on-site interviews. Be specific about the duties the employee was observed performing. It may be easiest to make these observations before the interview. Comments in this section should include whether observed duties and tools used were the same as those described by the employee during the interview.
19. - 20.	This refers to the wage decision and date as posted on the job site. This information should be consistent with the contract documents.

FOR USE BY PAYROLL CHECKER	
21. - 22.	<p>The payroll checker can be the same person as the interviewer. If not, it should be someone familiar with the wage rate decision, labor standards provisions and the construction project.</p> <p>This part of the form is completed <i>after</i> receipt of the payroll reports covering the week during which the interview was conducted. It is important that the payroll reports are received in a timely manner so that the payroll checker can compare and verify the interview information and investigate discrepancies. Once the corresponding payroll reports are received, the information on the interview form must be compared to the payroll reports. Specifically, the payroll checker must check that:</p> <ul style="list-style-type: none"> • the payroll report is consistent with the dates and hours the employee worked (Items 9a.-9c.). • the payroll report indicates that the employee's job classification is the same as that indicated by the employee in Items 11 - 13. • the payroll report indicates that the employee received the wages as s/he stated in Item 3a. • the payroll report indicates that the employee received the fringe benefits in the amount and as stated in Item 8. • the wages/fringes paid agree with the wage rate decision in the contract and any additional classification requests approved by DOL (SF1444). <p>Any discrepancies noted between the interview form and payroll reports shall be reported in Item 22. <u>If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.</u> For example, if the payroll indicates that the employee worked a different number of hours than the employee indicated, the payroll checker must: a) contact the employee and ask for clarification; and b) request the contractor's actual time records. This should be done without revealing the identity of the employee, e.g. by asking for all employee records for one work week.</p>

1a. Project Name		2a. Employee Name	
1b. Contract Number	Wage Decision and Date	2b. Employee Phone Number	
1c. Name of Prime Contractor		2c. Employee Home Address and Zip Code	
1d. Name of Employer and Supervisor			
3a. Hourly rate of pay <u>on this project</u> :	4. Do you know that you are working on a federally-funded project and that you are to be paid wages set by DOL (Davis-Bacon wages)? Y N	5. Do you know where the Davis-Bacon Wage Rate Decision for this project is posted? Y N	6. Do you know where the "Employee Rights under the Davis-Bacon Act" poster is posted? Y N
3b. Do you have your most recent paystub? Y N			
7a. Do you ever work over 8 hours per day? Y N	7b. Do you ever work over 40 hours per week? Y N	7c. Are you paid at least time and a half for overtime hours? Y N N/A	8. Do you receive Fringe Benefits? Vacation Y N Medical Y N Pension Y N Cash/pay Y N Other:
9a. Date you began work <u>on this project</u> :	9b. Date of last work day <u>on this project</u> before interview:	9c. How many hours did you work on your last work day before this interview <u>on this job</u> ?	
10. What deductions other than taxes and social security are made from your pay?		11. Work Classification (list all <u>on this project</u>):	
12. Your duties <u>on this project</u> :		13. Tools and equipment you use <u>on this project</u> :	
THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE			
14. Employee Signature		Date	
15. Interviewer Signature		Interviewer Name	Date
INTERVIEWER'S COMMENTS			
16. Work employee was doing/tools employee was using when interviewed:		17. Is employee properly classified and paid? Y N	18. Are wage rate and poster displayed? Y N
		19. Wage Rate Decision Number:	20. Wage Rate Decision Date:
FOR USE BY PAYROLL CHECKER			
21. Is above information in agreement with payroll data? Y N	22. If no, provide explanation and resolution:		
23. Payroll Checker Signature	Payroll Checker Name	Date	

In accordance with Exhibit B Section 4.6 of the WIFA Loan Agreement, WIFA Construction Sign(s), at commencement of construction the Local Borrower will establish (in consultation with WIFA staff) one or more WIFA construction signs at prominent locations at or near the construction site per the following guidance and attached specifications.

1. The general contractor as directed by the Owner shall furnish and install a construction sign(s) for identification of the WIFA project. The sign shall be constructed in accordance with the enclosed drawing/specifications. (If the contractor chooses to erect a separate sign, it may be attached to or adjacent to the project sign, but no other contractor or subcontractor or material signs will be permitted on the WIFA sign.)
2. The cost of preparation and erection of the sign is loan eligible.
3. The construction sign for identification of the WIFA project will be installed prior to commencement of construction at a location which is near the project site and amenable to public viewing.
4. The sign will be adequately supported with regard to site conditions and will be an adequate distance above the prevailing grade to permit public viewing.
5. The sign will be constructed of a 4.0 feet by 8.0 feet exterior type high density overlaid plywood or other sign material of equivalent quality and framed with nominal 2 inch by 4 inch wood of suitable grade.
6. The sign will be painted with black lettering on a matte white background. The WIFA logo will be painted with process blue color and black lettering in strict proportion to the attached detail.
7. Lettering will be of professional quality and in accordance with the attached drawing; all lettering will be in proportion to the sizes shown and centered on the sign.
8. Information specified on the attached detail will be displayed on the sign. A draft sign will be rendered and reviewed by WIFA prior to production.
9. Any additional information displayed on the sign will not detract from or displace the information required in the drawing. Changes must be approved by WIFA.
10. The sign will be maintained in good condition by the contractor until completion of the construction project.
11. The sign will be removed and appropriately disposed of when the construction is complete and accepted by WIFA.

Borrowers name goes here

Financed by the Water Infrastructure Finance Authority of Arizona

Project details:

Single line project name, reference number, etc.

Sponsor:

Borrowers name goes here

**Board of Directors:
or Town Council:**

Use board or council depending on borrower type. it is made to accomodate two lines of information.

Engineer:

Engineer name here

Contractor:

Contractor name

Contractor, specific:

if you have specific contracts for specific jobs that

Contractor, Booster Valves:

you'd like to identify, this section will handle up to 4

Contractor, Storage Tank:

lines of contractors



**Engineer logo if desired.
Center WIFA and EPA logos
above the gov and epa admin**

**State of Arizona
Governor Katie Hobbs**

**U.S. EPA
Michael Regan, Administrator**

Water Infrastructure Finance Authority Requisition 1, Page 1 of 6
Certifications & Signatures
«Borrower Name»
«Loan_Number»

This disbursement request is made in accordance with the Loan Agreement between the Water Infrastructure Finance Authority and the Borrower.

Borrower Certifications

The Borrower hereby states as follows:

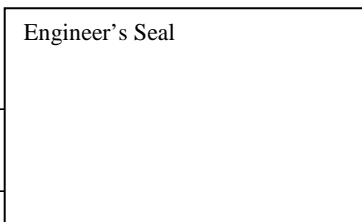
1. The amount requested is a proper and accurate cost of the project, which is unpaid or unreimbursed and which has not been the basis of any previous request.
2. The materials, equipment, labor or services represented by this request have been satisfactorily purchased, performed, or received and applied to the project and under the terms and provisions of the contracts related to the project, the Borrower is required to make such payments.
3. As of the date of this request, there does not exist any Event of Default under the Loan Agreement nor any condition which, with the passage of time, would constitute an Event of Default thereunder.
4. The undersigned are duly authorized to submit this disbursement request.

By _____
Title _____
Dated _____

By _____
Title _____
Dated _____

Engineer Certifications

The Engineer certifies that the amounts requested constitute proper costs of the project; that the materials, equipment, labor and services represented by the invoices have been satisfactorily purchased, received, and applied to the project in accordance with contract documents; that payment is in accordance with the contract provisions and that the construction, to date, complies with the contract documents. This certification is not applicable to administrative costs.



By _____
Dated _____

Title _____
Firm _____

Approvals by the Water Infrastructure Finance Authority

By _____
Controller
Dated _____

By _____
Environmental Manager
Dated _____

Water Infrastructure Finance Authority Requisition 1, Page 2 of 6
Davis-Bacon Compliance Certification

«Borrower Name»

«Loan_Number»

Davis-Bacon Compliance Certification

The Loan Agreement Addendum - Wage Rate Requirements for Compliance with P.L. 111-88 requires that all laborers and mechanics employed by contractors and subcontractors on projects funded with this loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the subchapter IV of chapter 31 of title 40, United States Code.

The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the Borrower, that is, the entity that receives a loan from WIFA.

As the Borrower, you are required to receive this documentation and the documentation must be available at the request of WIFA or EPA. It is further required, as to each payroll copy received, the Borrower shall provide written confirmation in a form satisfactory to WIFA indicating whether or not the project is in compliance with the requirements of 29CFR 5.5 (a)(1) based on the most recent payroll copies for the specified week.

Each Disbursement Request submitted requesting loan funds requires certification of compliance with Davis-Bacon including the requirements outlined above. Please sign below certifying that during the period covering this disbursement request, payroll copies have been received and the project is in compliance.

Signature

Date

Water Infrastructure Finance Authority Requisition 1, Page 3 of 6 Cost Incurred Report and Disbursement Request

«Borrower Name»

«Loan_Number»

Type of Request:	Select One	Period Covered:		to	
		<small>(mm/dd/yy)</small>			<small>(mm/dd/yy)</small>

*If final, please complete page 6.

Borrower Contact & Address:

«Borrower Name»
 «LA3_Mailing_Address_Street»
 «LA4_Mailing_Address_City», Arizona
 «LA5_Mailing_Address_Zip»

Wire Transfer Instructions (Optional)

Bank Name:	
Bank ABA Number:	
Account Number:	
Reference:	
Attention:	
Phone:	

Contact Name:

Phone #:

Attach statements, invoices, or other proof that the amount requested below is currently due or has been advanced by the Borrower.

Request by Budget Item * (1)	Loan Budget * (2)	Previously Disbursed (3)	This Request (4)	Total to Date (5)=(4)+(3)	Budget (6)=(5)/(2)	Balance (7)=(2)-(5)
Planning	«DR1_Budget_Planning»			\$0.00	#VALUE!	#VALUE!
Design & Engineering	«DR2_Budget_Design_Eng»			\$0.00	#VALUE!	#VALUE!
Legal/Debt Authorization	«DR3_Budget_Legal_Debt_Auth»			\$0.00	#VALUE!	#VALUE!
Financial Advisor	«DR4_Budget_Financial_Advisor»			\$0.00	#VALUE!	#VALUE!
Land/System Acquisition	«DR5_Budget_Land_System_Acq»			\$0.00	#VALUE!	#VALUE!
Equipment/Materials	«DR6_Budget_Equip_Materials»			\$0.00	#VALUE!	#VALUE!
Construction/Installation/ Improvement	«DR7_Budget_Const_Inst_Impr»			\$0.00	#VALUE!	#VALUE!
Inspection & Construction Management	«DR8_Budget_Insp_Const_Mgmt»			\$0.00	#VALUE!	#VALUE!
Project Officer	«DR9_Budget_Project_Officers»			\$0.00	#VALUE!	#VALUE!
Administration	«DR10_Budget_Administration»			\$0.00	#VALUE!	#VALUE!
Staff Training	«DR11_Budget_Staff_Training»			\$0.00	#VALUE!	#VALUE!
Capitalized Interest	«DR12_Budget_Cap_Interest»			\$0.00	#VALUE!	#VALUE!
Other	«DR13_Budget_Other»			\$0.00	#VALUE!	#VALUE!
Refinancing/Rollover Loan	«DR15_Budget_Refinance»			\$0.00	#VALUE!	#VALUE!
Totals	«DR14_Budget_Total_Requested»	\$0.00	\$0.00	\$0.00	#VALUE!	#VALUE!

* If adjustments to the loan budget categories are necessary, please contact your project manager:
 Sara Konrad at 602-364-1319, Nicole Petker at 602-364-1321 or Brandon Nguyen at 602-364-1326

Water Infrastructure Finance Authority Requisition 1, Page 5 of 6
Status Report
«Borrower Name»
«Loan_Number»

1. Provide a narrative summary in one or two paragraphs of the work included in this requisition:

2. Since the previous requisition, have total project cost estimates changed by 5% or more due to a Change Order or other project event? If Yes, explain below.

Select One

3. Are the Borrower, contractors, and subcontractors current on all reporting requirements of the Loan Agreement, Standard Terms and Conditions, Exhibits and Addendum? If No, explain below.

Select One

4. Weekly payrolls filed by prime contractor and all sub-contractors are on file with the owner and have been reviewed. If No, explain below.

Select One

Date Payroll Last Checked

5. Certification has been obtained or is in the process of being obtained for all American Iron and Steel Products. If No, explain below.

Select One

6. Report on Disadvantaged Business Enterprises (DBE): list all Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) included in this requisition.

Contractor/Subcontractor/Vendor Name	MBE or WBE	Code 1 = Construction 2 = Supplies 3 = Services 4 = Equipment	Amount

**Water Infrastructure Finance Authority Requisition 1, Page 6 of 6
Future Disbursements & Final Deobligation Authorization**

«Borrower Name»

«Loan_Number»

Within the table below, estimate future loan disbursements.

Loan Obligation Remaining	#VALUE!
---------------------------	---------

# of Weeks from Requisition Date	Estimated Disbursements
Less than 4 Weeks	
Between 4 and 12 Weeks	
Between 12 and 26 Weeks	
More than 26 Weeks	
Total Estimated Disbursements	\$0.00
Estimated De-Obligation	#VALUE!

Final Deobligation Authorization

Only fill out the portion below if this is your final disbursement request and you are requesting a deobligation of the remaining loan balance.

This confirms that «Borrower Name» is deobligating the amount of _____ on loan number «Loan_Number», and therefore acknowledges that WIFA has completed its obligation to make disbursements on the loan.

Name: _____

Title: _____

Signature: _____

Dated: _____

(Authorized Representative)

If you have any questions regarding this form, please contact your project manager:
Sara Konrad at 602-364-1319, Richard Mendolia at 602-364-1321 or Brandon Nguyen at
602-364-1326

**Trujillo Trail Domestic Water Improvement
District**

WIFA Project no. DW 026-2022

WAGE RATE DETERMINATION

**AZ20240036 HEAVY
Mod 1**

1/19/2024

"General Decision Number: AZ20240036 01/19/2024

Superseded General Decision Number: AZ20230036

State: Arizona

Construction Type: Heavy

County: Santa Cruz County in Arizona.

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

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 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 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

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

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024

BOIL0627-004 01/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 36.49	32.42

ELEC0570-005 06/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	18%+6.00

ZONE DEFINITIONS-

Zone A: the area within a thirty-nine (39) mile radius from a base point at the Tucson Town Hall.
 Zone B: 40 to 74 mile radius from the town hall in Tucson- an additional \$ 3.50 per hour
 Zone C: 75 mile radius from the town hall in Tucson to the outer limits of the geographic jurisdiction- an additional \$ 7.50 per hour

* IRON0075-005 10/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 32.00	18.91

LABO1184-011 06/01/2023

	Rates	Fringes
LABORER GROUP 4 Jackhammer.....	\$ 28.75	7.59

* SUAZ2012-025 05/17/2012

	Rates	Fringes
LABORER: Common or General.....	\$ 15.65 **	0.00
LABORER: Pipelayer.....	\$ 20.00	0.00
OPERATOR: Loader (Front End)....	\$ 20.23	6.31
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.70	0.00
TRUCKDRIVER.....	\$ 21.00	0.00

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

** Workers in this classification may be entitled to a higher

minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

The body of each wage determination lists the 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 National Office because National Office has 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.

=====
END OF GENERAL DECISION"

SECTION C

PLANS and SPECIFICATIONS

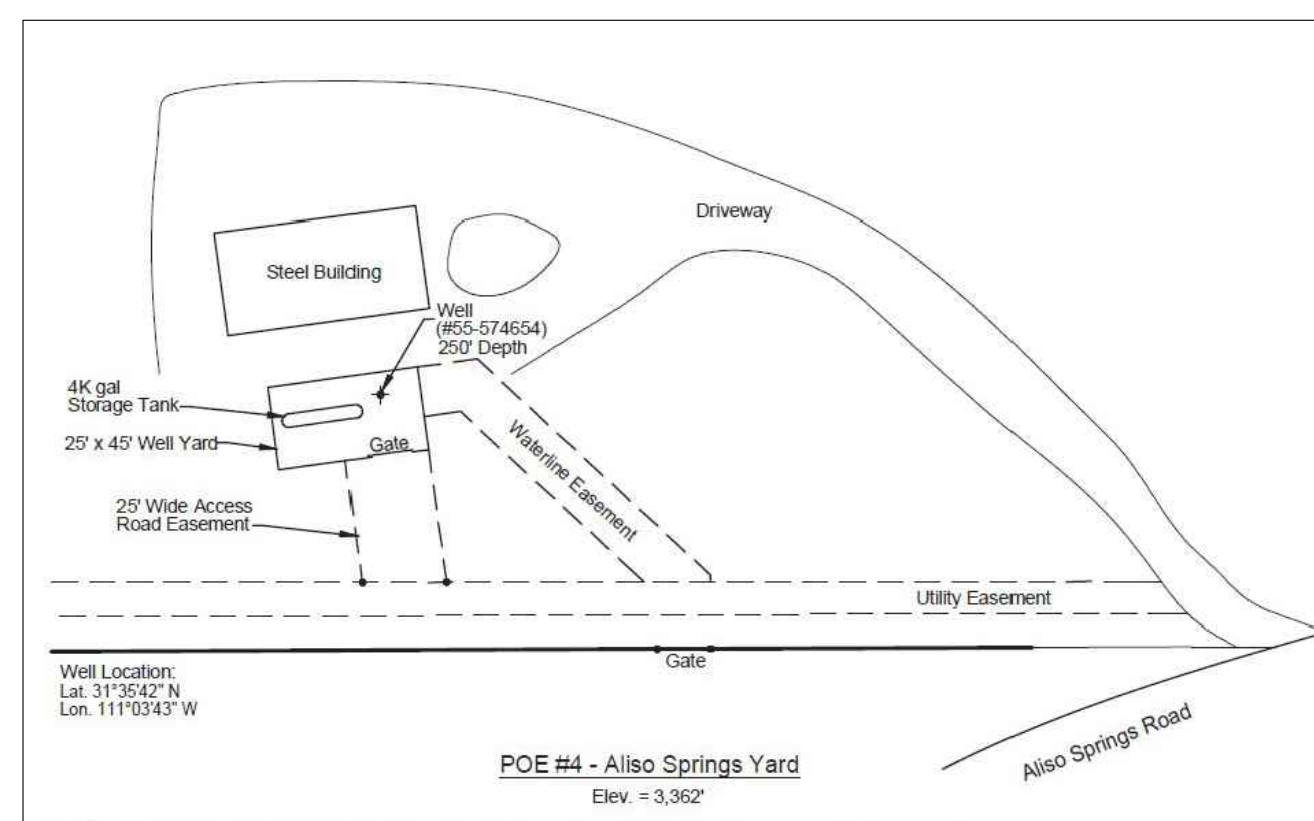
Trujillo Trail Domestic Water Improvement District WIFA Project no. DW 026-2022

TRUJILLO TRAIL DWID WATER SYSTEM #12040 TRANSMISSION LINE AND TRANSFER PUMP SYSTEM

REVISED SET FOR PHASE ONE INSTALLATION



LOCATION MAP



SITE MAP

The basis of bearings is US State Plane NAD83 AZ Central Coordinate System, tied to the Santa Cruz control points

OWNER:

TRUJILLO TRAIL DOMESTIC WATER IMPROVEMENT DISTRICT
PO BOX 5111
TUBAC, AZ 85646
42 ALISO SPRINGS ROAD
T21S R12E S13
425-466-7409 ED STUBBS
% JACKSON JENKINS
520-419-4208
JACKSON.JENKINS@PIMA.GOV

ENGINEER:
TEAMCONVERSE LLC
ENGINEERING DIVISION
JERRY D. MORROW PE
4666 E. DONATO DR
GILBERT, AZ 85298
480-634-1533
ALLAN@TEAMCONVERSE.NET

AS-BUILT CERTIFICATION:

I HEREBY CERTIFY THAT THE "AS-BUILT" INFORMATION AS SHOWN OR NOTED HEREON WERE MADE BY MYSELF OR UNDER MY SUPERVISION AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Jerry D. Morrow PE
TeamConverse LLC

DATE

DATE

SHEET INDEX

1. COVER
2. PROJECT SITE
3. GENERAL NOTES
4. STORAGE TANK AND PUMPS DETAILS
5. WELL LOG - SPECIFICATIONS
6. WELL DETAILS
7. DETAILS
8. DETAILS
- 9-21 WATER LINE PLAN AND PROFILE

QUANTITIES

QTY.	DESCRIPTION FOR TRANSMISSION LINE
6,337'	3,565' OF 4" C-900 200 PVC PIPE+ 2,772' OF C-900 PVC PIPE
40'	4" DUCTILE IRON PIPE (GAS CROSSING)
6	3/4" AIR RELIEF VALVES IN CONCRETE VAULT
2	4" INLINE CHECK VALVES IN CONCRETE VAULT
2	4" BUTTERFLY ISOLATION VALVES
20	45 DEGREE BENDS
40'	2" GALVANIZED IRON PIPE TOP FILL LINES
2	2" BALL VALVES
40 YD	ASPHALT REPLACEMENT AT CROSSINGS

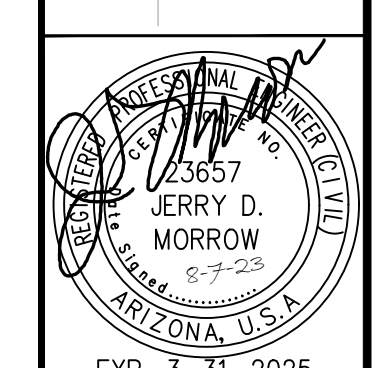
SEE SHEET 4 FOR WELL YARD QUANTITIES

NOTE: ADDITIONAL ROAD EDGE REPAIRS MAY BE NECESSARY

NO.	DATE	BY	REVISION

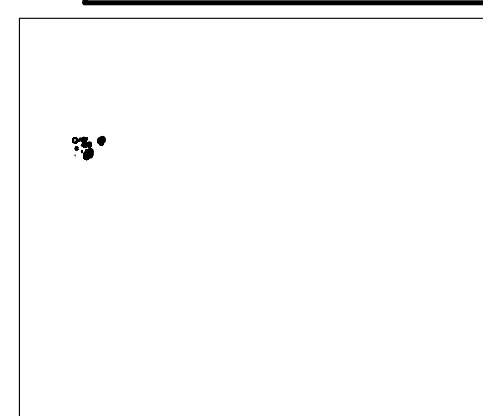
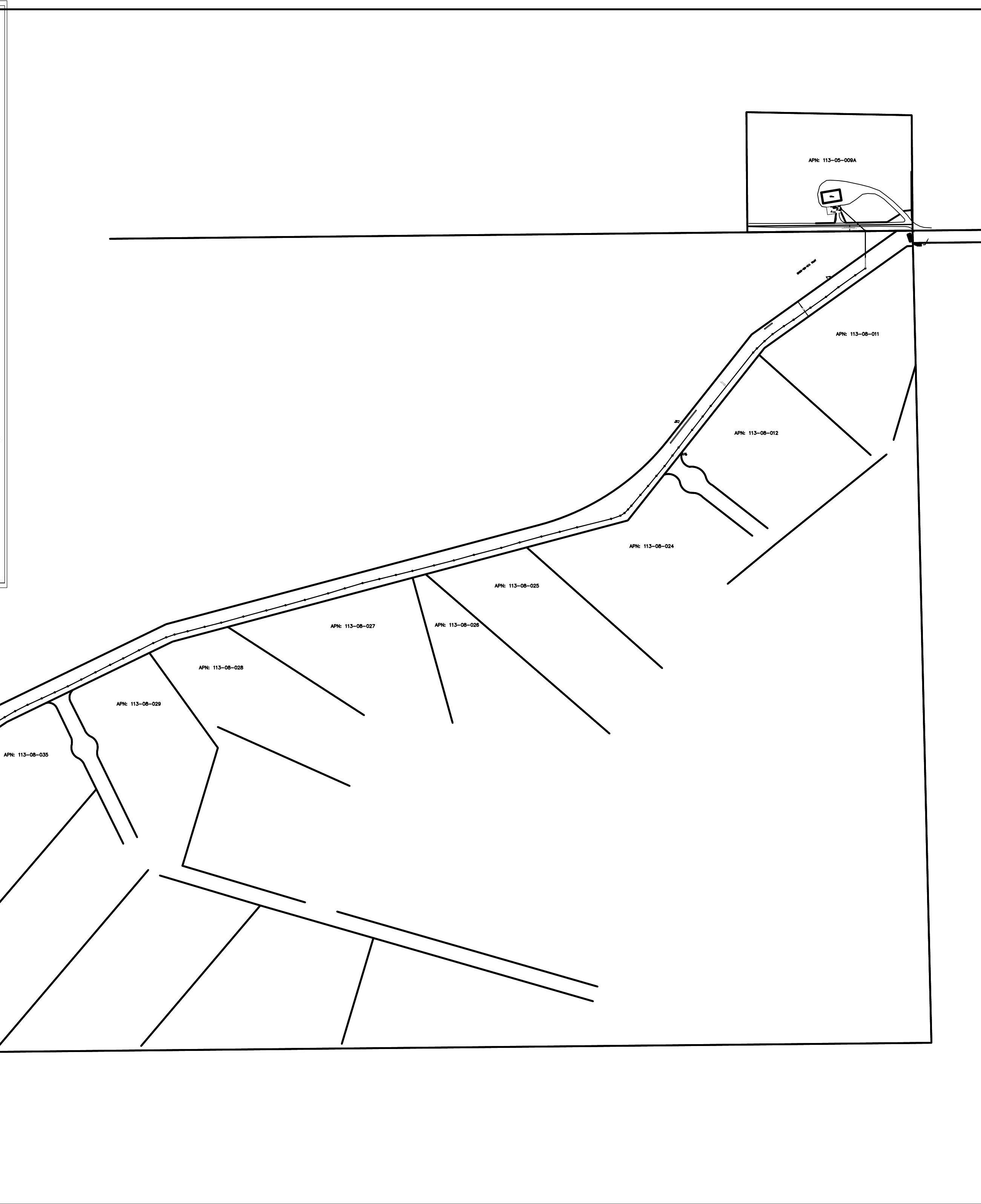
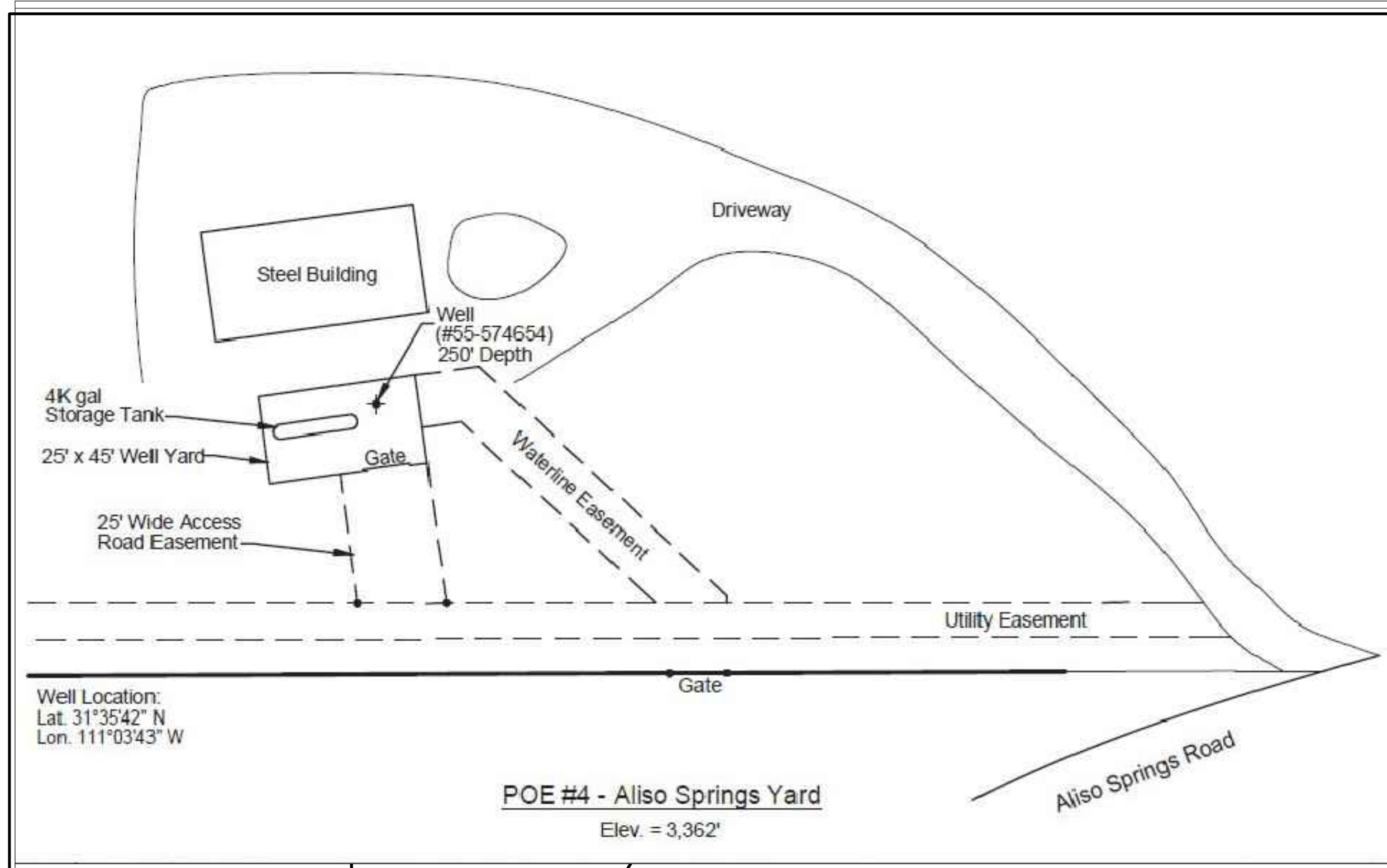
TRUJILLO TRAIL DWID
42 ALISO SPRINGS ROAD TUBAC, AZ 85646
COVER SHEET

TeamConverse L.L.C.
Engineering Construction
Financing
4666 East Donato Drive
Gilbert, Arizona 85298
Direct: 480-634-1533
Mobile: 480-339-1154
E-mail: allan@teamconverse.net
Web: www.teamconverse.net



SECTION:	
TOWNSHIP:	
RANGE:	
DATE:	8/7/2023
PROJECT:	COVER
SHEET:	1 OF 21





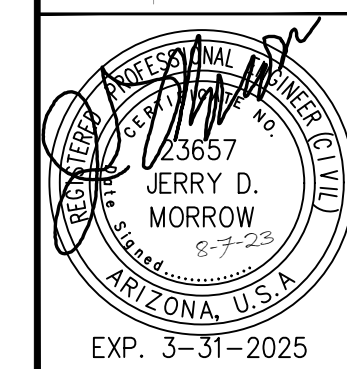
NTS



NO	DATE	BY	REVISION

TRUJILLO TRAIL DWD
 PO BOX 5111 TUBAC, AZ 85646
 PROJECT SITE

TeamConverse L.L.C.
 Engineering Construction
 Financing
 4666 East Domingo Drive
 Gilbert, Arizona 85298
 Direct: 480-634-1533
 Mobile: 602-338-4154
 E-mail: info@TeamConverse.net
 Web: www.TeamConverse.net



SECTION:	
TOWNSHIP:	
RANGE:	
DATE:	8/7/2023
PROJECT:	PROJECT SITE
SHEET:	2 OF 21

SCOPE OF WORK

THE TRUJILLO TRAILS DOMESTIC WATER IMPROVEMENT DISTRICT (TTDWD) ACQUIRED AN EXISTING WELL AND WATER STORAGE TANK LOCATED AT 42 ALISO SPRINGS ROAD TO SUPPLEMENT THE WATER SUPPLY FOR THE WATER SYSTEM. THE WELL AND WATER STORAGE TANK WILL BE CONNECTED TO A NEW TRANSFER PUMP SYSTEM AND TRANSMISSION LINE TO DELIVER WATER TO THE TRUJILLO TRAILS WATER STORAGE TANKS. THE WELL AND WATER STORAGE TANK WILL BE UPGRADED TO MEET ADEQ STANDARDS AND WILL BE PERMITTED FOR USE AS WATER SUPPLY SYSTEM COMPONENTS. THE PROJECT WILL BE CONSTRUCTED IN PHASES. PHASE ONE COMPONENTS ARE SHOWN IN THIS SET WITH PHASE TWO COMPONENTS SHOWN IN PREVIOUSLY APPROVED SET.

THE WATER INFRASTRUCTURE FINANCE AUTHORITY (WIFA) IS PROVIDING FUNDING FOR THE TRANSFER PUMP AND TRANSMISSION PIPELINE. THE PERMITTING AND IMPROVEMENTS TO THE WELL AND WATER STORAGE TANK WILL BE FUNDED SEPARATELY.

AS SHOWN IN THESE DRAWINGS, THE CONTRACTOR WILL SUPPLY AND CONSTRUCT A NEW 30-55 GPM TRANSFER PUMP SYSTEM AND APPROXIMATELY 3,565 FEET OF 4" C-900 200 PVC WATER TRANSMISSION LINE AND APPROXIMATELY 2,772 FEET OF 4" C-900 PVC WATER TRANSMISSION LINE. THE MAXIMUM OPERATING PRESSURE WILL BE 165 PSI, WITH PRESSURE DROPPING AS THE WATER LINE ELEVATION INCREASES. THE WATER TRANSMISSION LINE WILL NOT HAVE SERVICE CONNECTIONS. AN UNDER CROSSING OF THE EL PASO NATURAL GAS LINE WILL BE REQUIRED. THE ELECTRICAL SUPPLY TO THE TRANSFER PUMP SYSTEM WILL BE CONSTRUCTED INCLUDING THE VFD COMPONENTS TO ALLOW THE USE OF THREE PHASE MOTORS WITH THE SINGLE PHASE POWER SUPPLY. A CONTROL SYSTEM WILL BE INSTALLED TO CONTROL THE WELL AND TRANSFER PUMPS.

ALL CONSTRUCTION AND TESTING PROCEDURES MUST COMPLY WITH FEDERAL AND STATE AND LOCAL REGULATIONS FOR CONSTRUCTION OF NEW DRINKING WATER SYSTEM COMPONENTS. COMPLIANCE WITH THESE REGULATIONS, INCLUDING TESTING AND REPORTING, IS THE CONTRACTOR'S RESPONSIBILITY.

PROJECT SPECIFICATIONS

THE INFORMATION IN THESE PLANS IS PROVIDED SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS THAT MAY BE ENCOUNTERED DURING THE COURSE OF WORK. PRIOR TO BIDDING, THE CONTRACTOR IS ADVISED TO CONDUCT WHATEVER INVESTIGATIONS HE MAY DEEM NECESSARY TO ARRIVE AT HIS OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH HIS BID WILL BE BASED.

ALL WORK SHALL BE PERFORMED TO MOST RECENT MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) STANDARDS AND SPECIFICATIONS.

IT IS THE RESPONSIBILITY OF THE CONTRACTORS TO NOTIFY THE ENGINEER AT LEAST 48-HOURS IN ADVANCE OF INSPECTIONS AND TESTS REQUIRED IN THE DRAWINGS OR SPECIFICATIONS TO DEMONSTRATE AS-BUILT CONDITIONS.

AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL HAVE AN APPROVED SET OF CONSTRUCTION DRAWINGS ON SITE.

THE WORD OWNER OR BASE SHALL BE REFERRED TO INTERCHANGEABLY WITHIN THE DRAWINGS, NOTES AND PROJECT SPECIFICATIONS. EACH WORD IN TEXT SHALL REFER TO TTDWD.

THE CONTRACTOR'S CONSTRUCTION SUPERINTENDENT SHALL BE ON-SITE AT ALL TIMES THAT CONSTRUCTION ACTIVITIES ARE PROCEEDING. THE FOREMAN SHALL HAVE A MOBILE PHONE ON HIS OR HER PERSON SUCH THAT COMMUNICATION IS READILY AVAILABLE BETWEEN THE OWNER, ENGINEER AND CONTRACTOR.

THE CONTRACTOR IS EXPECTED TO STAKE THE WORK PRIOR TO CONSTRUCTION AND IMMEDIATELY ADVISE THE ENGINEER OF ANY CONFLICTS BETWEEN THE DRAWINGS AND ACTUAL CONDITIONS AT THE TIME OF THE STAKING.

LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN AS APPROXIMATE BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF PREPARATION OF THESE PLANS.

IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY THE PRESENCE AND LOCATION OF ANY AND ALL EXISTING OVERHEAD AND/OR UNDERGROUND UTILITIES THAT MAY INTERFERE WITH THIS CONSTRUCTION - WHETHER OR NOT SAID UTILITIES ARE SHOWN ON THE CONSTRUCTION PLANS FOR THIS PROJECT. CONTRACTOR SHALL ADEQUATELY PROTECT AND MAINTAIN SUCH UTILITIES.

DURING CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN A NEAT, ACCURATE, LEGIBLE AS-BUILT (RECORD) DRAWING SET THAT SHALL BE SUBMITTED TO THE ENGINEER UPON COMPLETION OF THE WORK.

UNLESS OTHERWISE NOTED IN THESE DRAWINGS, THE CONTRACTOR WILL REPLACE ALL EXISTING PAVING, CURB AND GUTTERS, SIGNS, GENERAL LANDSCAPING, STORMWATER CONTROLS, OR OTHER IMPROVEMENTS WITH THE SAME TYPE OF MATERIAL AND CONFIGURATION THAT WAS REMOVED OR DAMAGED DURING CONSTRUCTION.

THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ARIZONA 811 (FORMERLY ARIZONA BLUE-STAKE) AND ANY NON-PARTICIPATING UTILITY COMPANIES TO VERIFY UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.

THE CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF DISCREPANCIES ARE DISCOVERED BETWEEN ANY OF THE PROVIDED DRAWINGS OR BETWEEN THE DRAWINGS AND ACTUAL FIELD CONDITIONS.

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SCHEDULING ALL REQUIRED INSPECTIONS.

ALL SIGNS, BARRELS, DRUMS, LIGHTS, BARRICADES, AND OTHER ITEMS NECESSARY FOR TRAFFIC CONTROL SHALL BE PROVIDED BY THE CONTRACTOR AND MAINTAINED IN GOOD WORKING CONDITION AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN A CLEAN AND SECURE STAGING AREA AT ALL TIME DURING THE PROJECT.

THE CONTRACTOR SHALL NEATLY REMOVE FENCE, MAILBOXES, ASPHALT, CONCRETE, CURB AND GUTTER, RIP-RAP, STORM DRAINS, LANDSCAPING, AND ASSOCIATED APPURTENANCES REQUIRED FOR EXECUTION OF THE WORK. ALL REMOVED OR DAMAGED ITEMS SHALL BE RESTORED TO THEIR PRE-CONSTRUCTION CONDITION, OR BETTER, AS SOON AS POSSIBLE BASED ON THE PROGRESS OF THE WORK. ALL PAVEMENT, SIDEWALK, CURB, AND OTHER HARDSCAPE DEMOLITION SHALL BE ACCOMPLISHED BY NEATLY SAWCUTTING PRIOR TO REMOVAL.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL NECESSARY APPURTENANCES REQUIRED TO CONSTRUCT THE PROPOSED WATER MAIN. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, FITTINGS, THRUST BLOCKS, ANCHOR COUPLINGS, RESTRAINED JOINTS, AND OTHER COMPONENTS.

ADEQ'S REQUIRED MINIMUM SEPARATION BETWEEN WATER AND SEWER LINES SHALL BE MAINTAINED AT ALL POINTS ALONG THE PROJECT ROUTE. SOME DEVIATION OF THE PROPOSED PIPELINE ALIGNMENT MAY BE NECESSARY DEPENDING ON THE ACTUAL LOCATIONS OF EXISTING WATER, SEWER AND OTHER UTILITY LINES. MAINTAINING THE ADEQ REQUIRED SEPARATION SHALL TAKE PRECEDENCE OVER OTHER DIMENSIONS AND SEPARATION DISTANCES SHOWN.

IN CASES WHERE THE ADEQ REQUIRED MINIMUM VERTICAL AND HORIZONTAL SEPARATION CAN NOT BE MAINTAINED IN ACCORDANCE R18-5-502.C, THE CONTRACTOR SHALL PROVIDE EXTRA PROTECTION IN ACCORDANCE WITH THE DETAILS PROVIDED ON THESE DRAWINGS AND ADEQ'S REQUIREMENTS. THE CONTRACTOR IS BOUND BY ALL REQUIREMENTS SPECIFIED IN ENGINEERING BULLETIN #10.

ALL FILL UNDER PROPOSED PAVEMENT SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY (AT +2% OF OPTIMUM MOISTURE CONTENT) AS DETERMINED BY STANDARD PROCTOR TEST, ASTM D-698. FILL AND BACKFILL OUTSIDE OF PAVED AREAS SHALL BE COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DRY DENSITY AT +2% OF OPTIMUM MOISTURE CONTENT. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A TESTING LABORATORY LICENSED IN THE STATE OF ARIZONA TO PROVIDE SOIL TESTING.

ALL EXISTING AND PROPOSED STRUCTURES WITHIN THE PROJECT AREA, SUCH AS MANHOLES, VALVE BOXES, HYDRANTS, AND VALVE VAULTS, SHALL BE ADJUSTED TO MATCH THE FINAL SURFACE ELEVATION WITH POSITIVE DRAINAGE AWAY FROM THE STRUCTURE.

CONTRACTOR SHALL PHOTOGRAPH THE PRE-CONSTRUCTION CONDITIONS OF THE ENTIRE PROJECT LIMITS. A COPY SHALL BE PROVIDED TO THE ENGINEER, CLEARLY LABELED WITH THE DATE THE PHOTOGRAPHING WAS PERFORMED, THE PROJECT NAME, AND THE PROJECT NUMBER. THE PHOTOGRAPHS SHALL BE PROVIDED TO DEMA PRIOR TO COMMENCING ANY IMPROVEMENTS.

THE QUANTITIES SHOWN ON THESE PLANS ARE ESTIMATES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL QUANTITIES PRIOR TO BID.

SHOULD CONFLICTS OCCUR IN OR BETWEEN DRAWINGS AND SPECIFICATIONS, CONTRACTOR IS DEEMED TO HAVE ESTIMATED THE MORE EXPENSIVE OF THE TWO UNLESS HE HAS ASKED FOR AND OBTAINED A WRITTEN DECISION BEFORE SUBMISSION OF HIS BID AS TO WHICH METHOD OR MATERIALS WILL BE REQUIRED.

PRECEDENCE OF DOCUMENTS: IN GENERAL, BUT SUBJECT TO INTERPRETATION OF ARCHITECT, DOCUMENTS TAKE PRECEDENCE IN FOLLOWING DESCENDING ORDER: APPLICABLE REGULATIONS, ORDINANCES, ARS, PROPOSAL, BONDS, OWNER-CONTRACTOR AGREEMENT, TECHNICAL SPECIFICATIONS, PLANS (DRAWINGS), AND CALL FOR BIDS. SHOP DRAWINGS AND SIMILAR SUBMITTALS ARE NON-CONTRACTUAL UNLESS INCORPORATED BY APPROPRIATELY EXECUTED CONTRACT MODIFICATIONS. THEREFORE, IMMEDIATE REQUEST FOR INTERPRETATION SHOULD BE MADE WHEN OCCASION ARISES.

HEALTH AND SAFETY NOTES

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME FAMILIAR WITH THE OSHA EXCAVATION SAFETY STANDARDS AND ABIDE BY THEM AT ALL ITEMS DURING CONSTRUCTION.

CONTRACTOR IS SOLELY RESPONSIBLE FOR THE SAFE AND HEALTHFUL PERFORMANCE OF WORK BY EACH OF THEIR EMPLOYEES, SUBCONTRACTORS, OR SUPPORT PERSONNEL WHO MAY ENTER THE SITE. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADEQUATE SECURITY FOR ITS PERSONNEL, SUBCONTRACTORS, AND ALL RELATED EQUIPMENT AND PROJECT MATERIAL. TEMPORARY SANITARY FACILITIES SHALL BE MAINTAINED ON THE SITE FROM BEGINNING TO COMPLETION OF CONSTRUCTION.

CONTRACTOR SHALL SUBMIT A SITE-SPECIFIC HEALTH AND SAFETY PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO START OF ANY ONSITE ACTIVITIES.

IF REQUIRED, CONTRACTOR SHALL SUBMIT A SITE-SPECIFIC STORMWATER POLLUTION PREVENTION PLAN AND A NOTICE OF INTENT (NOI) TO DISCHARGE STORMWATER UNDER THE PROVISIONS OF ADEQ'S GENERAL PERMIT TO APPROPRIATE REGULATORY AGENCIES.

SITE PRACTICES AND SCHEDULING

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER A PROJECT SCHEDULE WITH DATES AND ITEMS THAT CONTRACTOR WILL BE IN SITE. DESCRIPTION OF WORK TO BE PERFORMED, AND SCHEDULED OF TESTS THAT WILL BE CONDUCTED BY THE CONTRACTOR OR ANY SUB-CONTRACTORS.

THE CONTRACTOR WILL SUBMIT WEEKLY SCHEDULE UPDATES TO THE OWNER AND ENGINEER.

SITE ACCESS WILL BE COORDINATED DIRECTLY WITH ENGINEER AND TTDWD.

PRIOR TO CONSTRUCTION, THE CONTRACTORS SHALL SUBMIT TO THE ENGINEER A TRAFFIC CONTROL PLAN APPROVED BY ENGINEER.

ALL SITE WORK WILL BE PERFORMED ON A BUSINESS WEEK (MONDAY THROUGH FRIDAY) BETWEEN 7:00AM AND 5:00PM UNLESS OTHERWISE APPROVED BY THE OWNER.

BACKFILLING AND COMPACTION

COMPACTED BACKFILL MATERIAL MUST BE TESTED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER PRIOR TO PLACING SURFACE COURSE. ANY COMPACTION RE-TESTING REQUIRED TO FAILED RESULTS WILL BE DONE AT THE SOLE EXPENSE OF THE CONTRACTOR.

JETTING, WATER SETTLING, OR SIMILAR COMPACTION METHODS ARE NOT ALLOWED. COMPACTION WILL ONLY BE ALLOWED BY MECHANICAL MEANS (VIBRATORY OR JUMPING JACK) USING EQUIPMENT SPECIFICALLY DESIGNED FOR COMPACTION. COMPACTION METHOD MUST BE APPROVED BY ENGINEER PRIOR TO CONSTRUCTION.

MATERIALS AND TESTING

ALL IMPORTED BACKFILL MUST BE TESTED FOR CORROSIIVITY IN ACCORDANCE WITH DIPRA'S 10-POINT SYSTEM OF "SOIL EVALUATION FOR DUCTILE IRON."

ALL TRENCHES WILL BE BACKFILLED IN LIFTS NOT TO EXCEED 12-INCHES THICK. EACH LIFT WILL BE COMPACTED TO 95% STANDARD PROCTOR IN ACCORDANCE WITH ASTM D698.

COMPACTED BASE MATERIAL MUST BE TESTED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER PRIOR TO PLACING CONCRETE.

CONSTRUCTION NOTES

ALL WATER LINES, FITTINGS, AND VALVES SHALL HAVE AWWA APPROVAL.

ALL MATERIALS AND PRODUCTS USED IN THE DRINKING WATER SYSTEM SHALL CONFORM TO NSF STANDARD 60, 61 AND 372. CONSTRUCTION MATERIALS USED IN THE WATER SYSTEM SHALL BE LEAD FREE AS DEFINED AT R18-5-504 AND R18-4-101.

WATER LINES SHALL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA C605 STANDARD.

WATER LINES SHALL BE DISINFECTED BY CHLORINATION IN ACCORDANCE WITH AWWA C601 STANDARD OR ADEQ BULLETIN NO. 8.

MINIMUM DEPTH OF COVER OVER WATER LINES SHALL BE 36 INCHES.

WATER/SEWER LINES SEPARATION SHALL BE IN ACCORDANCE WITH A.A.C. R18-5-502.C. WELL SEPARATION SHALL MEET THE REQUIREMENTS OF R18-5-50.2D

CONTRACTOR SHALL SUBMIT A PERMIT APPLICATION TO SANTA CRUZ COUNTY FOR APPROVAL OF DUST GENERATION AND DUST CONTROL METHODS PRIOR TO START OF ANY SITE CONSTRUCTION ACTIVITIES.

WATER TRANSMISSION MAIN PIPE

ALL WATER TRANSMISSION MAIN PIPE WILL BE CLASS 4" C-900 200 PVC PIPE WITH INSTALLATION IN COMPLIANCE WITH MAG SPECIFICATIONS.

TRANSMISSION MAIN PIPE WILL BE INSTALLED WITH AWWA C110 STANDARD APPROVED PUSH-ON OR MECHANICAL JOINTS WHERE APPLICABLE.

FLANGED JOINTS ARE ALLOWED FOR ABOVE GROUND INSTALLATIONS ONLY.

RESTRAINED PUSH-ON OR MECHANICAL JOINTS WILL BE REQUIRED PER SPECIFICATIONS. USE ONLY EBAA IRON MEGA-LUG OR APPROVED EQUAL FOR JOINT RESTRAINTS.

CONCRETE THRUST BLOCKS MAY BE USED TO RESTRAIN JOINTS.

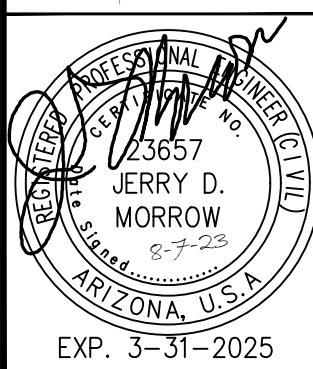
EACH SEGMENT OF WATER PIPE SHALL BE TESTED FOR LEAKAGE IN ACCORDANCE WITH MAG SPECIFICATIONS AND PIPE MANUFACTURER RECOMMENDATIONS.

ALL IRON AND STEEL MUST MEET EPA AIS REQUIREMENTS OR OBTAIN WAIVERS FROM EPA. AIS WAIVER REQUEST CHECKLIST AND SAMPLE AVAILABLE FROM ENGINEER.

NO.	DATE	BY	REVISION

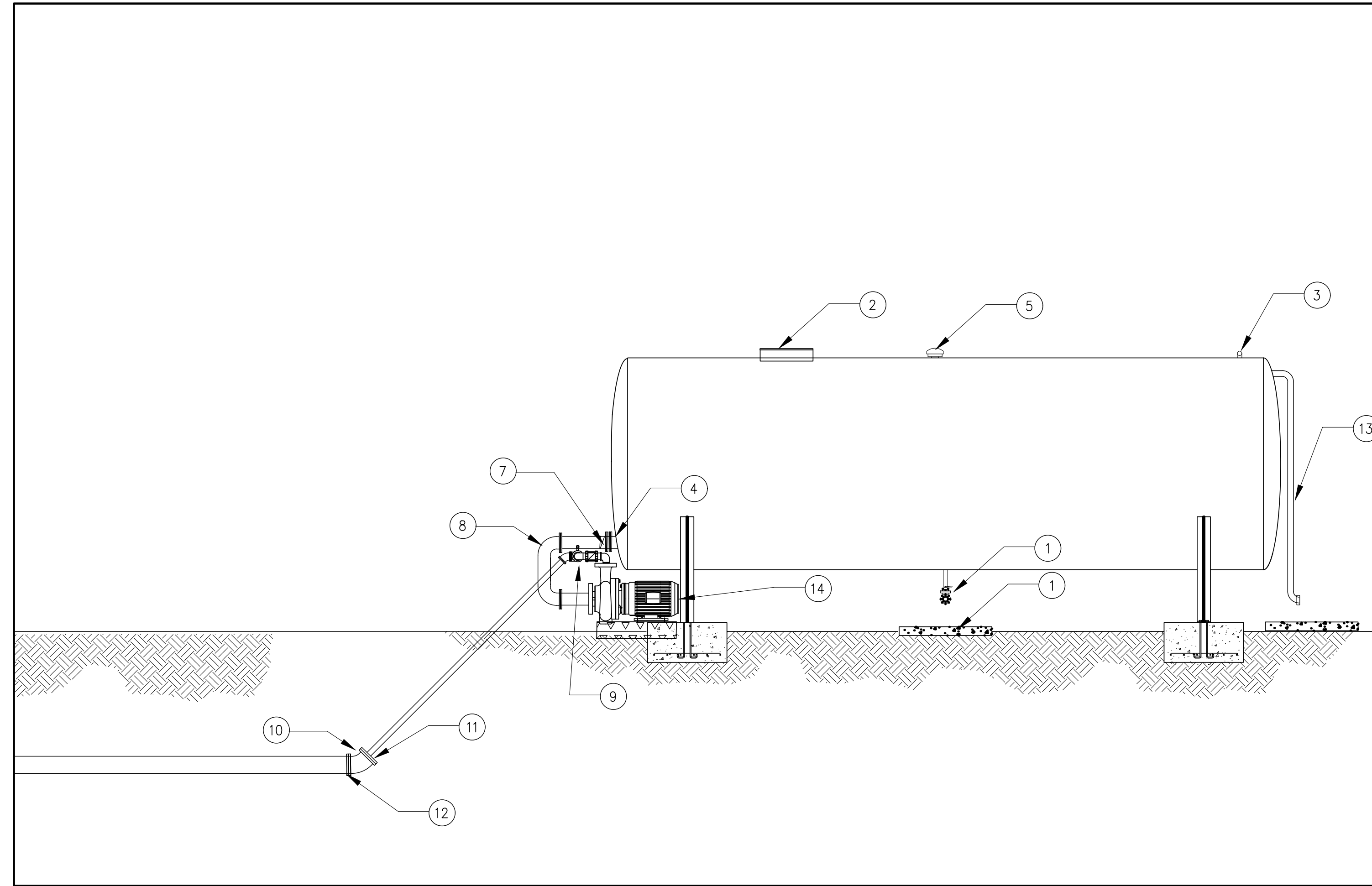
TRUJILLO TRAIL DWID
PO BOX 5111 TUBAC, AZ 85646
GENERAL NOTES

TeamConverse L.L.C.
Engineering Construction Financing
4666 East Domingo Drive
Glendale, Arizona 85398
Direct: 480-634-1533
Mobile: 602-338-4154
E-mail: info@TeamConverse.net
Web: www.TeamConverse.net

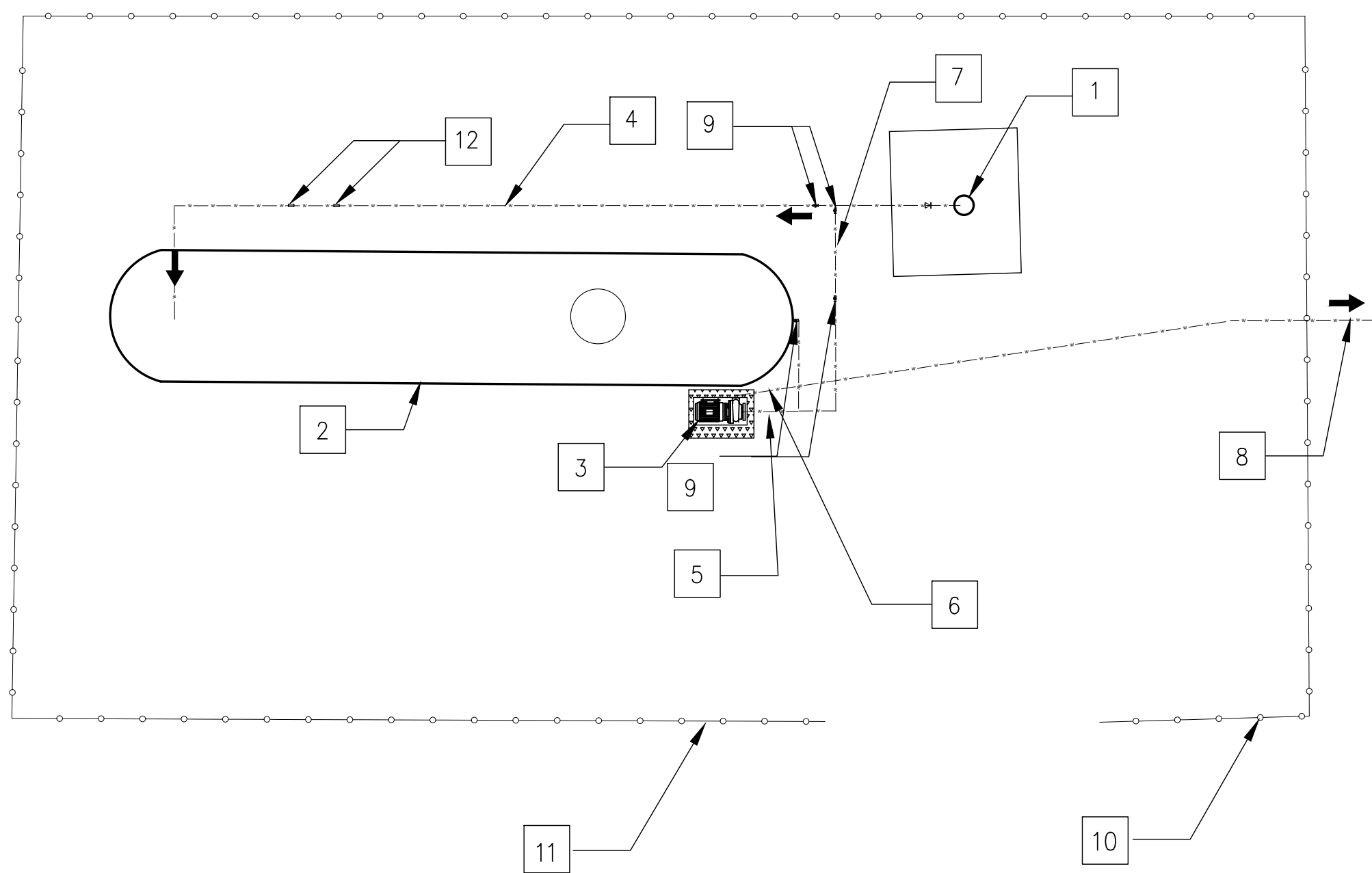


SECTION:
TOWNSHIP:
RANGE:
DATE: 8/7/2023
PROJECT:
GEN NOTES
SHEET 3 OF 21





PROFILE VIEW



SCHEMATIC VIEW

- 1 EXISTING WELL
- 2 EXISTING 4,000 GALLON STEEL STORAGE TANK
- 3 INSTALL NEW SINGLE TRANSFER PUMP SIZED PER DESIGN REPORT SPECIFICATIONS WITH ISOLATION AND CHECK VALVES ON 4"X2'X3' CONCRETE PAD
- 4 INSTALL NEW 36 LF OF 2" GALVANIZED STEEL LINE FROM WELL TO TOP INLET OF EXISTING STORAGE TANK
- 5 INSTALL NEW 2" GALVANIZED STEEL LINE WITH FITTINGS FROM STORAGE TANK TO TRANSFER PUMP INLET
- 6 INSTALL 2" TEE, 2" BALL VALVE, AND CAM LOCK FOR MOBILE WATER TANK CONNECTION
- 7 INSTALL NEW 12 LF OF 2" GALVANIZED STEEL BYPASS LINE FROM WELL TO TRANSFER PUMP INLET
- 8 INSTALL NEW 4" C-900 (200 OR 100 PVC AS INDICATED ON SHEETS 9-21) WATER LINE TO TRUJILLO YARD STORAGE TANKS
- 9 INSTALL 2" BALL VALVES
- 10 EXISTING 6' STEEL FENCE WITH LOCKED GATE
- 11 WATER SYSTEM SIGN PER ADEQ BULLETIN #10
- 12 INSTALL 2" UNIONS FOR FUTURE ARSENIC TREATMENT SYSTEM CONNECTION WHEN REQUIRED

WATER STORAGE TANK AND TRANSFER PUMP REQUIREMENTS:

- 1 INSTALL 2" TANK DRAIN WITH VALVE, #16 SCREEN, AND 4" CONCRETE SPLASH PAD
- 2 MODIFY EXISTING ACCESS HATCH WITH SEAL AND LOCK
- 3 MODIFY AND INSTALL TANK INLET TO MATCH LINE FROM WELL
- 4 MODIFY AND INSTALL TANK OUTLET TO MATCH LINE TO TRANSFER PUMP
- 5 INSTALL 6" DIAMETER VENT WITH #16 MESH SCREEN
- 6 WELL CONTROL TO BE MANUAL
- 7 INSTALL 2" BALL VALVE
- 8 INSTALL 2" PUMP INLET AND OUTLET PIPING W FITTINGS
- 9 INSTALL 2" TEE, VALVE, AND CAM LOCK FOR MOBILE WATER TANK CONNECTION
- 10 INSTALL 4" 45 DEGREE ELBOW
- 11 INSTALL 4" X 2" REDUCER AS REQUIRED
- 12 TRANSITION FROM 2" GALVANIZED PIPE TO 4" PVC PIPE
- 13 INSTALL 4" OVERFLOW PIPE W/FLAP VALVE AND CONCRETE SPLASH PAD
- 14 INSTALL SINGLE TRANSFER PUMP SYSTEM CAPABLE OF 30 GPM@165PSI INCLUDING 2" ISOLATION BALL AND 2" WAFER SPRING CHECK VALVES, PUMP MOUNTED ON A 4" THICK CONCRETE PAD WITH CONTROL PANEL

NOTES:

PIPE LENGTHS CUT TO FIT

ABOVE GROUND FITTINGS THREADED GALVANIZED STEEL

ALL MATERIALS TO MEET NSF 60 AND 61 STANDARDS.

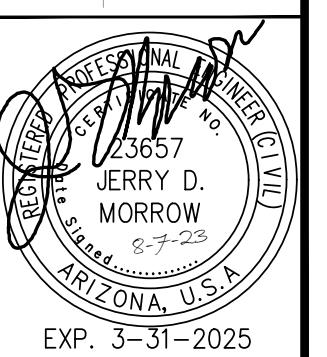
ALL COMPONENTS TO BE DISINFECTED PER ADEQ BULLETIN #8.

TRUJILLO TRAIL DWD

P.O. BOX 5111 TUBAC, AZ 85646

STORAGE TANK AND TRANSFER PUMPS

TeamConverse LLC.
Engineering Construction
Financing
466 East Donato Drive
Chandler, Arizona 85226
Direct: 480-634-1533
E-mail: alan@teamconverse.net
Web: www.TeamConverse.net



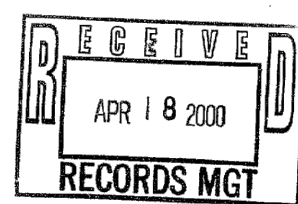
SECTION:
TOWNSHIP:
RANGE:
DATE: 8/7/2023
PROJECT:
STOR/PUMP
SHEET 4 OF 21



NO DATE BY REVISION

ARIZONA DEPARTMENT OF WATER RESOURCES
500 North Third Street
Phoenix, Arizona 85004
WELL DRILLER REPORT

This report should be prepared by the driller in all detail and filed with the Department within 30 days following completion of the well.



1. L.B. DRILLING
P.O. BOX 4166
HUACHUCA CITY, AZ 85616-0166
 2. Owner Name: John L. Trevaire
Address: P.O. Box 79 Tubac, AZ 85646
City: _____ State: _____ Zip: _____
 3. Location: 21 N 12 R 13 S SW 1/4 SE 1/4 SE
Township Range Section 10-acre 40-acre 160-acre
 4. Well Registration No. 55-574654 (Required)
 5. Permit No. _____ (If issued)
- DESCRIPTION OF WELL
6. Total depth of hole: 250 ft
 7. Type of casing: 2" gal. PVC
 8. Diameter and length of casing: 2" gal. PVC in from 0 to 20 feet in from 10 to 250
 9. Method of sealing at reduction points: grout
 10. Perforated from 10 to 20 from _____ to _____ to _____
 11. Size of cuts: 2" Number of cuts per foot three
 12. If screen was installed: Length _____ ft. Diam _____ in. Type _____
 13. Method of construction: drilled air
(drilled, dug, driven, bored, jetted, etc)
 14. Date started: March 22 2000
Month Day Year
 15. Date completed: March 23 2000
Month Day Year
 16. Depth to water: 154 ft. A (If flowing well, so state)
 17. Describe point from which depth measurements were made, and give sea-level elevation if available: ground level
 18. If flowing well, state method of flow regulation: NA
 19. Remarks: blew 50 gpm.

DO NOT WRITE IN THIS SPACE
OFFICE RECORD
Registration No. 55-574654
File No. D(21-12) 13 DDC
Received By _____
Entered By _____

LOG OF WELL

Indicate depth at which water was first encountered, and the depth and thickness of water bearing beds. If water is artesian, indicate depth at which encountered, and depth to which it rose in well.

From (feet)	To (feet)	Description of formation material
0	3	rocks some clay
3	118	grey with reddish tint clay gravelly cobbles
118	250	scattered boulders cemented grey sand gravel scattered mbs 118-180 - 1st water

I hereby certify that this well was drilled by me (or under my supervision), and that each and all statements herein contained are true to the best of my knowledge and belief.

Driller Name: L.B. DRILLING
P.O. BOX 4166
Street
HUACHUCA CITY, AZ 85616-0166 505-456-1657
City State Zip Phone No.
Tubac AZ 85646 505-456-1657
Signature of Driller Date

ARIZONA DEPARTMENT OF WATER RESOURCES
GROUNDWATER MANAGEMENT SUPPORT SECTION
500 North Third Street
Phoenix, Arizona 85004-2903

THIS AUTHORIZATION SHALL BE IN POSSESSION OF THE DRILLER DURING ALL DRILL OPERATIONS

WELL REGISTRATION NO.: 55-574654
AUTHORIZED DRILLER: L.B. DRILLING LICENSE NO: 344
NOTICE OF INTENTION TO DRILL AN EXEMPT WELL HAS BEEN FILED WITH THE DEPARTMENT BY:

WELL OWNER: JOHN L. TREVAIRE PO BOX 79 TUBAC, AZ 85646
The well(s) here to be located in the:
SW 1/4 of the SE 1/4 of the SE 1/4 Section 13 Township 21 SOUTH Range 12 EAST
No. of wells in this project: 1
THIS AUTHORIZATION EXPIRES AT MIDNIGHT ON THE 28TH DAY OF APRIL, 2000.

L.B. DRILLING
CHIEF, GROUNDWATER MANAGEMENT SUPPORT

THE DRILLER MUST FILE A LOG OF THE WELL WITHIN 30 DAYS OF COMPLETION OF DRILLING

MATERIALS SPECIFICATIONS:

TRANSFER PIPE: 4" C-900 200 OR 100 PVC PIPE IN LOCATIONS AS SHOWN ON SHEETS 9 TO 21 SHALL MEET AWWA C605-21 STANDARDS FOR INSTALLATION

VALVES:

4" CI BUTTERFLY 250 PSI RESILIENT SEAT DEZURIK OR ENGINEER APPROVED EQUAL FLANGED

4" CI CHECK VALVE APCO AWWA STANDARD C508 250 PSI W CLASS 250-300 PSI RATED FLANGES AIR CUSHIONED CYLINDER, LEVER & SPRING AND LEVER & WEIGHT

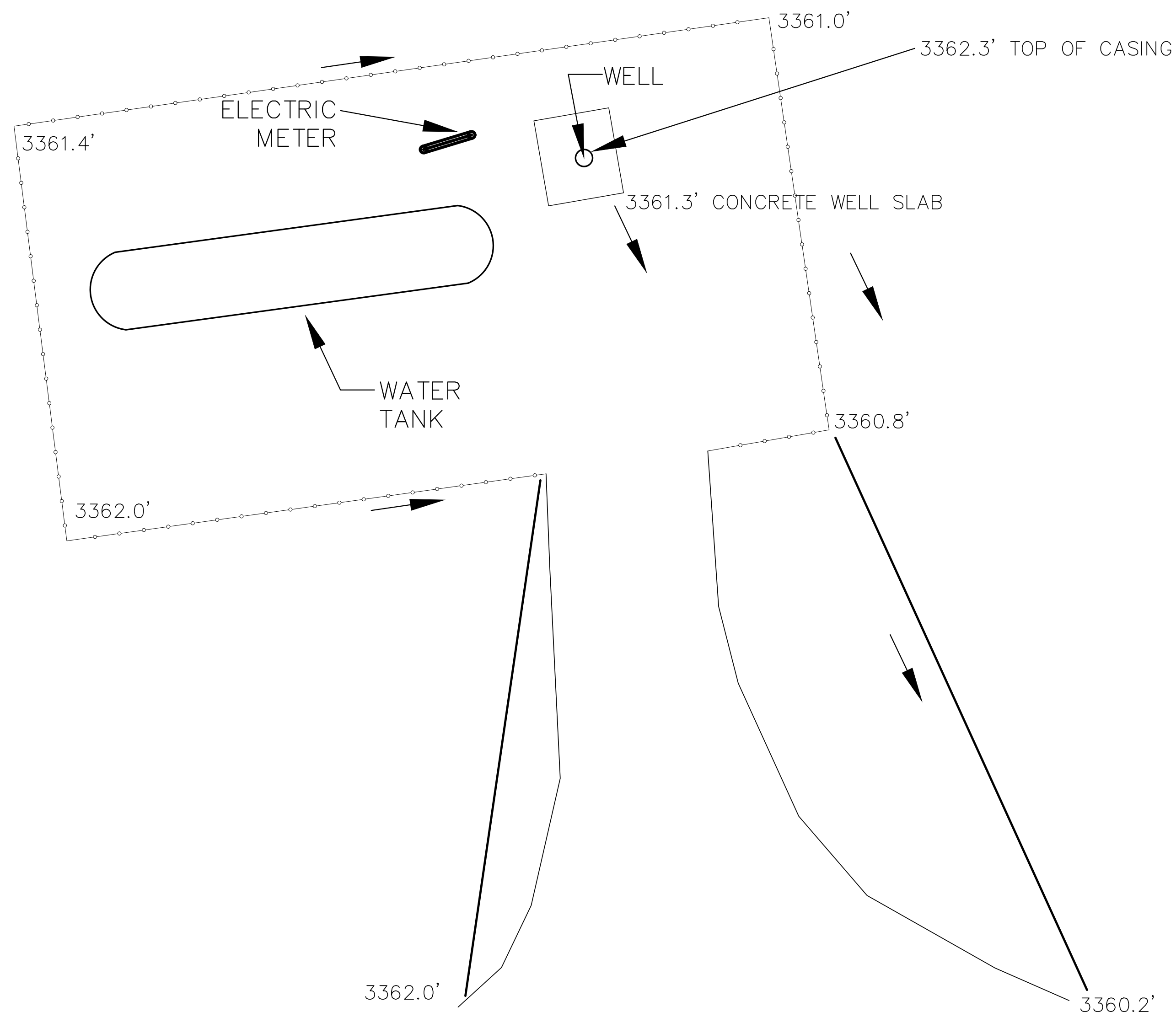
4" CI AIR RELEASE VALVE PRESSURE RATED FOR 250 PSI BODY STYLE 200A 1" MEET AWWA STANDARD C512

FITTINGS AND VALVE TO BE RATED 150 PSI ON C900-100 PIPELINE

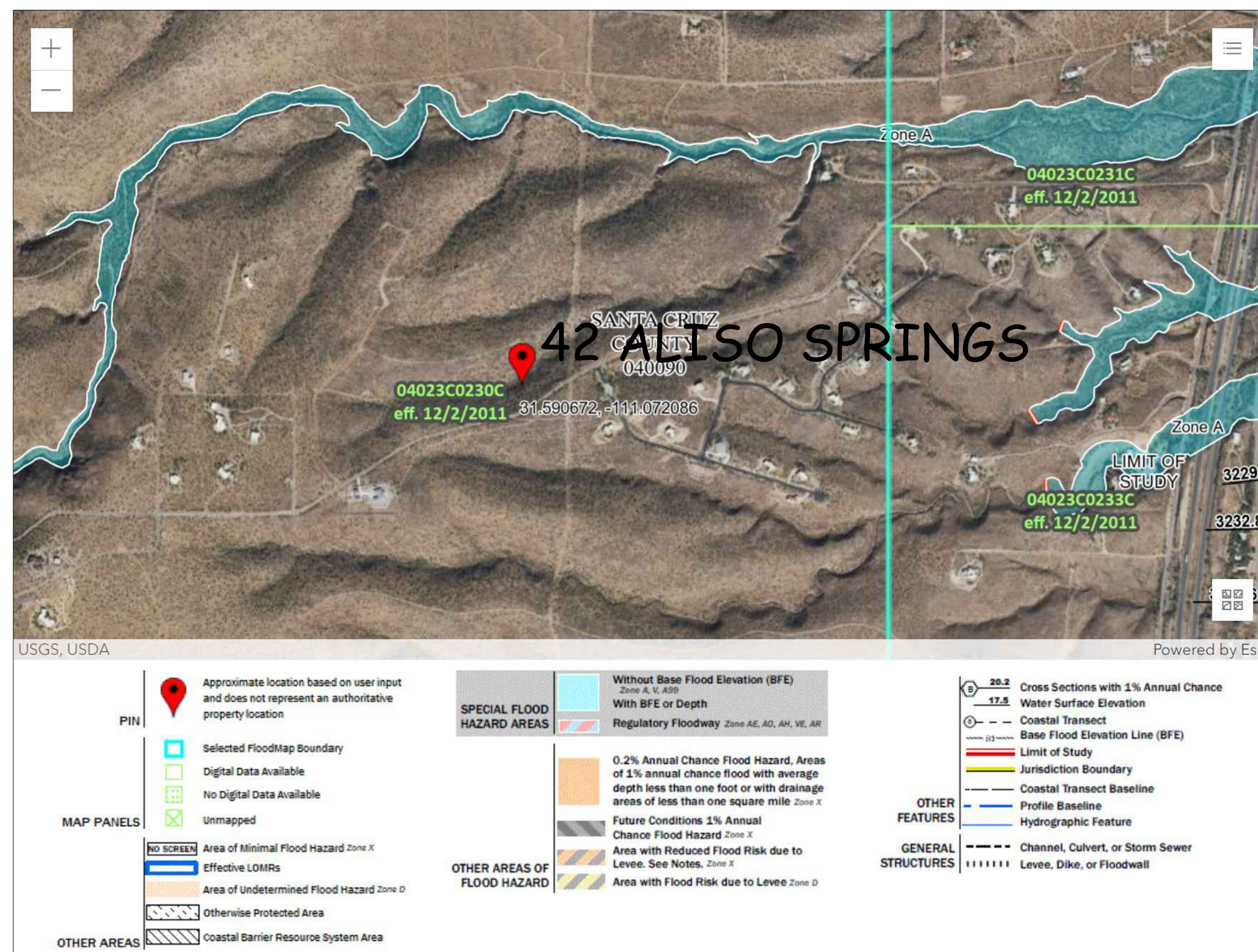
WATER METER: 2" PICOMAG METER WITH 10-LINK OUTPUT

CONTRACTOR TO INSTALL FREEZE PROTECTION FOR THE WELL APPURTENANCES, LOCAL PRESSURIZATION SYSTEM, AND TRANSFER PUMP SYSTEM - TO BE SUBMITTED AND APPROVED BY ENGINEER AND OWNER

ALL IRON AND STEEL PRODUCTS MUST MEET THE FEDERAL MADE IN AMERICA REQUIREMENTS UNLESS A WAIVER IS OBTAIN FROM EPA - WAIVER FORMS AVAILABLE UPON REQUEST

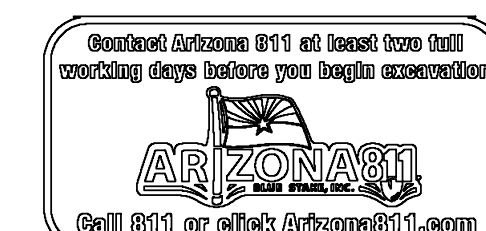


WELL SITE GRADING



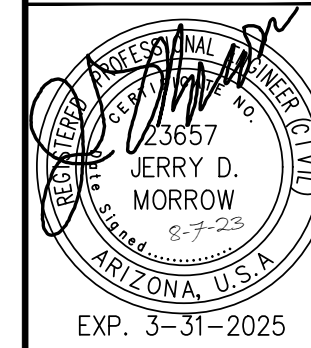
THE WELL SITE IS APPROXIMATELY 6,600' FROM THE NEAREST DESIGNATED FLOOD PLAIN

FEMA FLOOD MAP



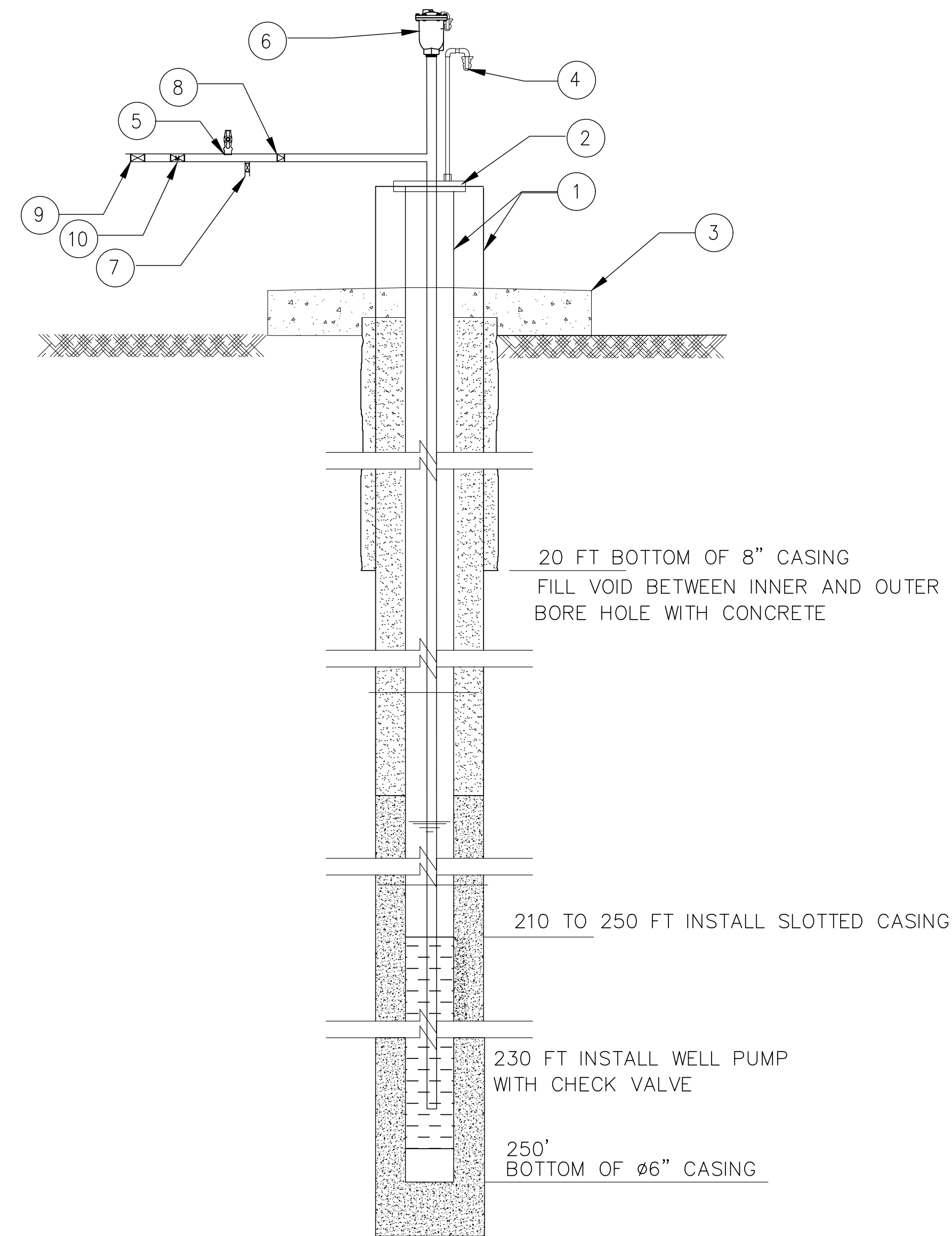
TRUJILLO TRAIL DWD
PO BOX 5111 TUBAC, AZ 85646
WELL DATA/SPECIFICATIONS

TeamConverse L.L.C.
Engineering Construction Financing
466 East Donata Drive
Chandler, Arizona 85226
Direct: 480-634-1533
Email: alisa@teamconverse.net
Web: www.teamconverse.net



SECTION:
TOWNSHIP:
RANGE:
DATE: 8/7/2023
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WELL/SPEC
SHEET 5 OF 21

WELL PROFILE



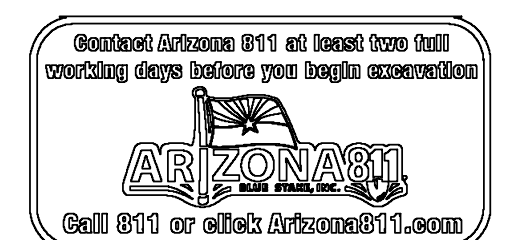
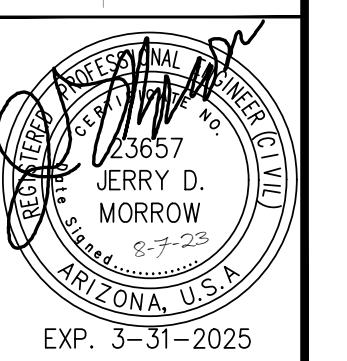
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WELL AND APPURTENANCES:

- ① EXISTING 8" STEEL CASING 20' AND 250' OF 6" PVC WELL CASING WITH $\frac{1}{8}$ " SLOTS BOTTOM 40'
- ② EXISTING WELL SEAL - TOP OF CASING 1' ABOVE WELL SLAB
- ③ EXISTING 6'x6' - 6" THICK WELL SLAB $\frac{1}{4}$ " PER FOOT SLOPE TO EDGE. GRADE SOIL TO DRAIN AWAY FROM THE WELL PER ADEQ EB#10
- ④ INSTALL $\frac{3}{4}$ " SCREENED VENT WITH SCREEN PER ADEQ EB#10 WITH OUTLET MINIMUM OF 2' ABOVE WELL SLAB
- ⑤ INSTALL SMOOTH NO THREAD SAMPLE TAP PER ADEQ EB#10
- ⑥ INSTALL 1" AIR RELIEF VALVE PER ADEQ EB#10
- ⑦ INSTALL 2" TEE AND 2" BALL VALVE WITH LINE TO DRAIN FOR FLUSHING WELL WATER
- ⑧ INSTALL 2" WAFER SPRING CHECK VALVE
- ⑨ INSTALL 2" ISOLATION BALL VALVE
- ⑩ INSTALL 2" PICOMAG DN 50 FLOW AND TOTALIZER METER WITH OUTPUT TO IO-LINK

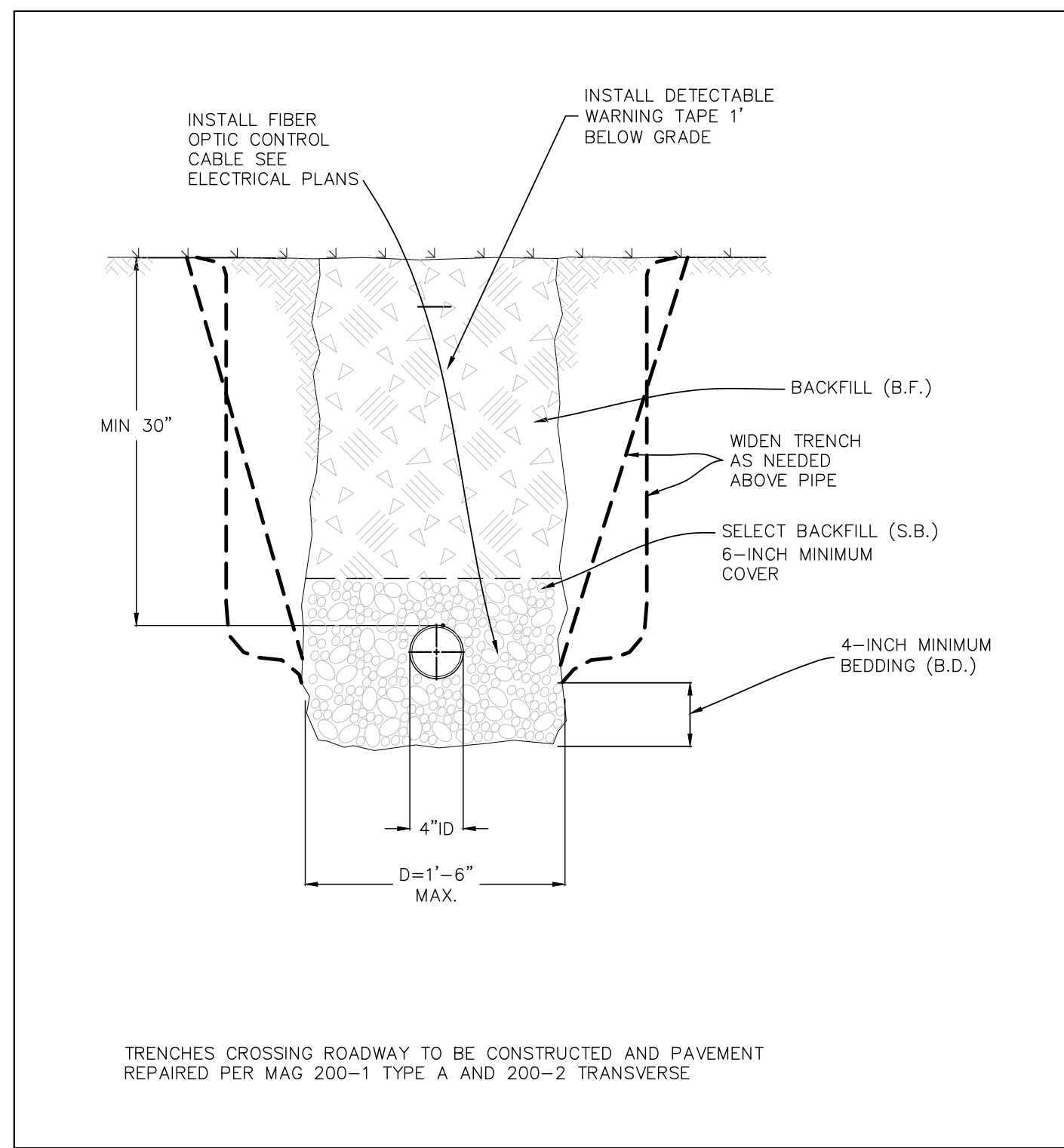
TRUJILLO TRAIL DWD
PO BOX 5111 TUBAC, AZ 85646
WELL DETAILS

TeamConverse LLC.
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466 East Donato Drive
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Direct: 480-634-1533
E-mail: allan@teamconverse.net
Web: www.TeamConverse.net

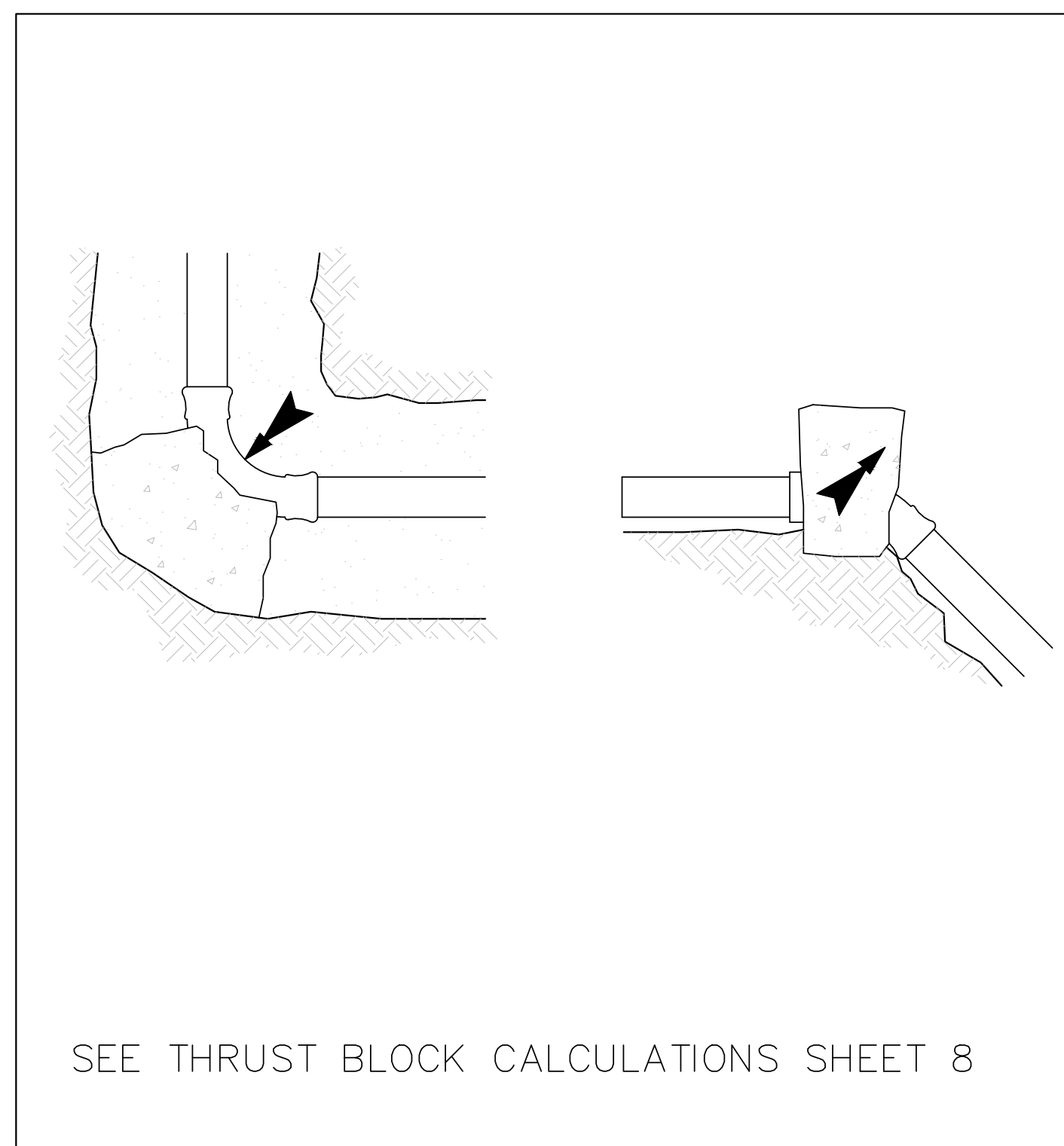


SECTION:
TOWNSHIP:
RANGE:
DATE: 8/7/2023
PROJECT:
WELL DETLS
SHEET 6 OF 21

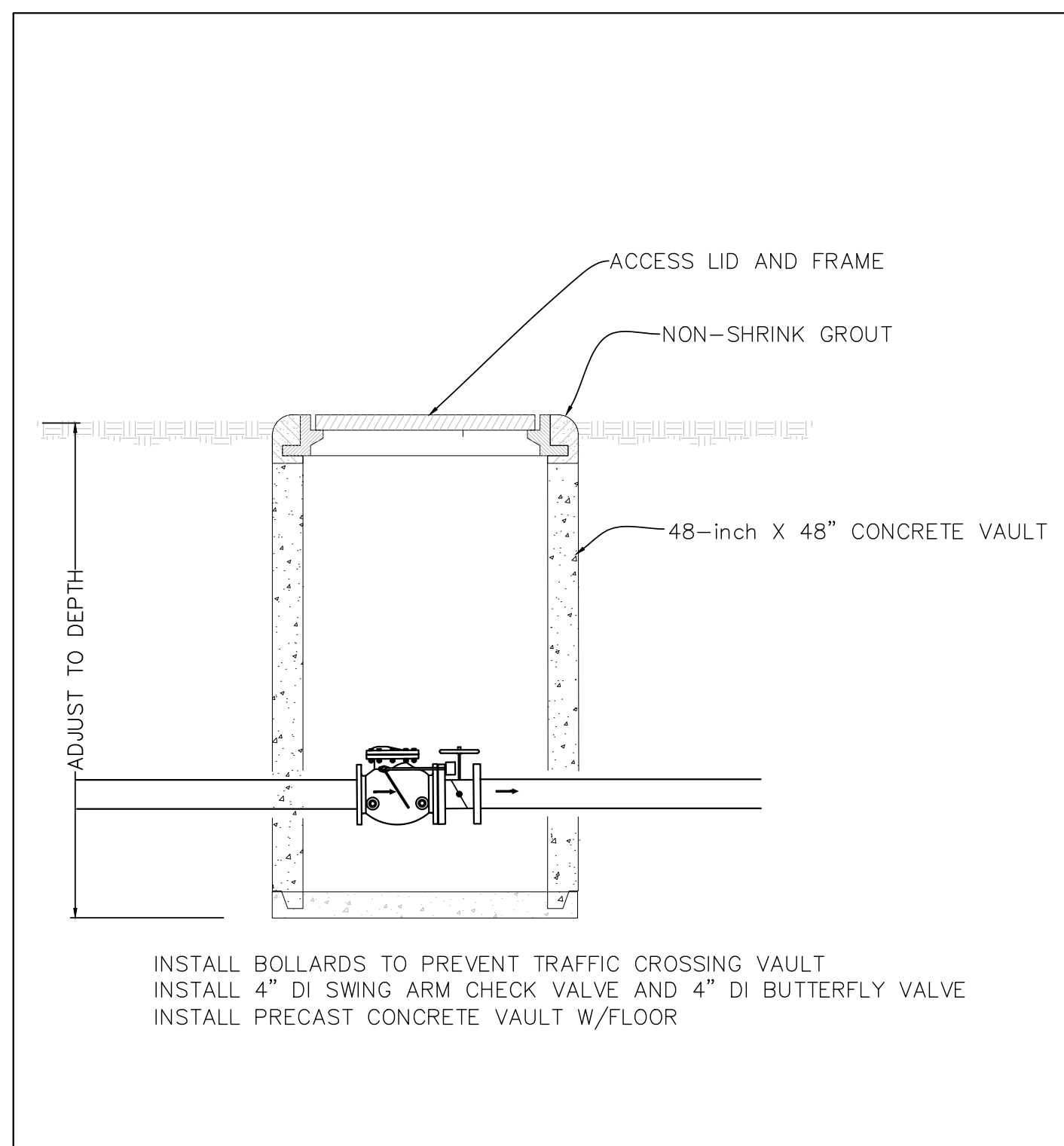
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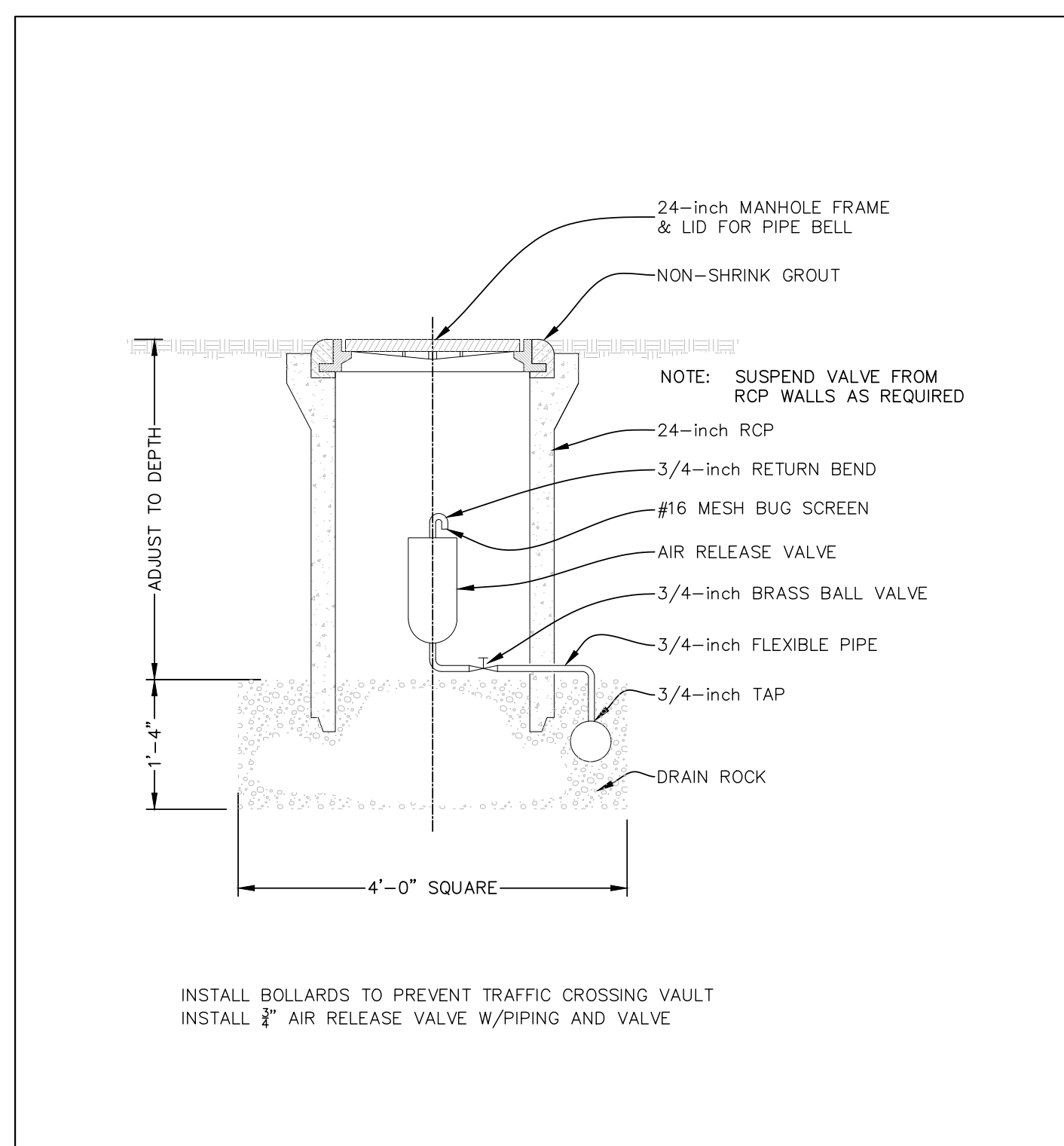
1
9-20 TRENCH DETAIL
SINGLE PIPE, NON-TRAFFIC AREA



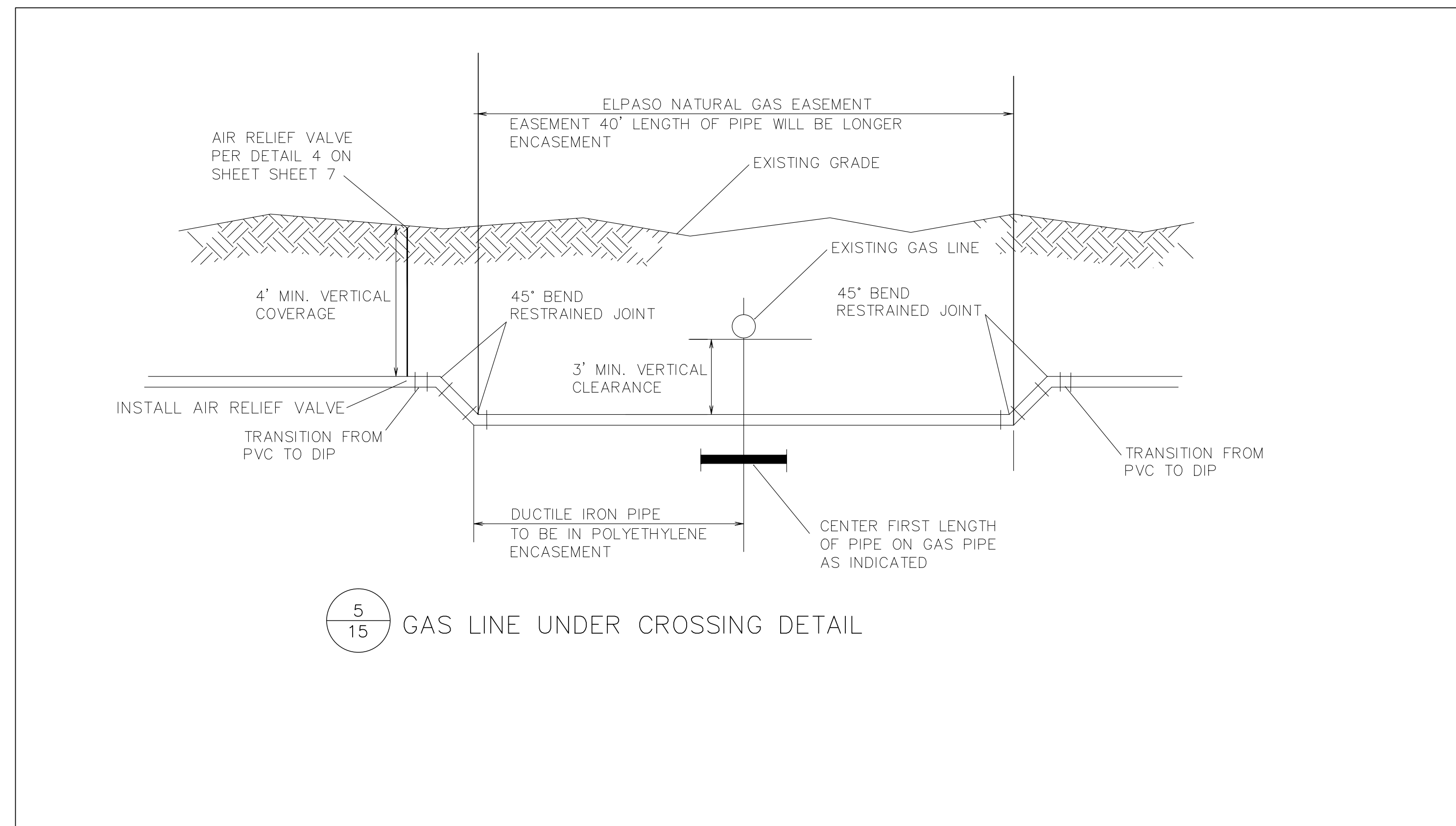
2
91520 THRUST BLOCK



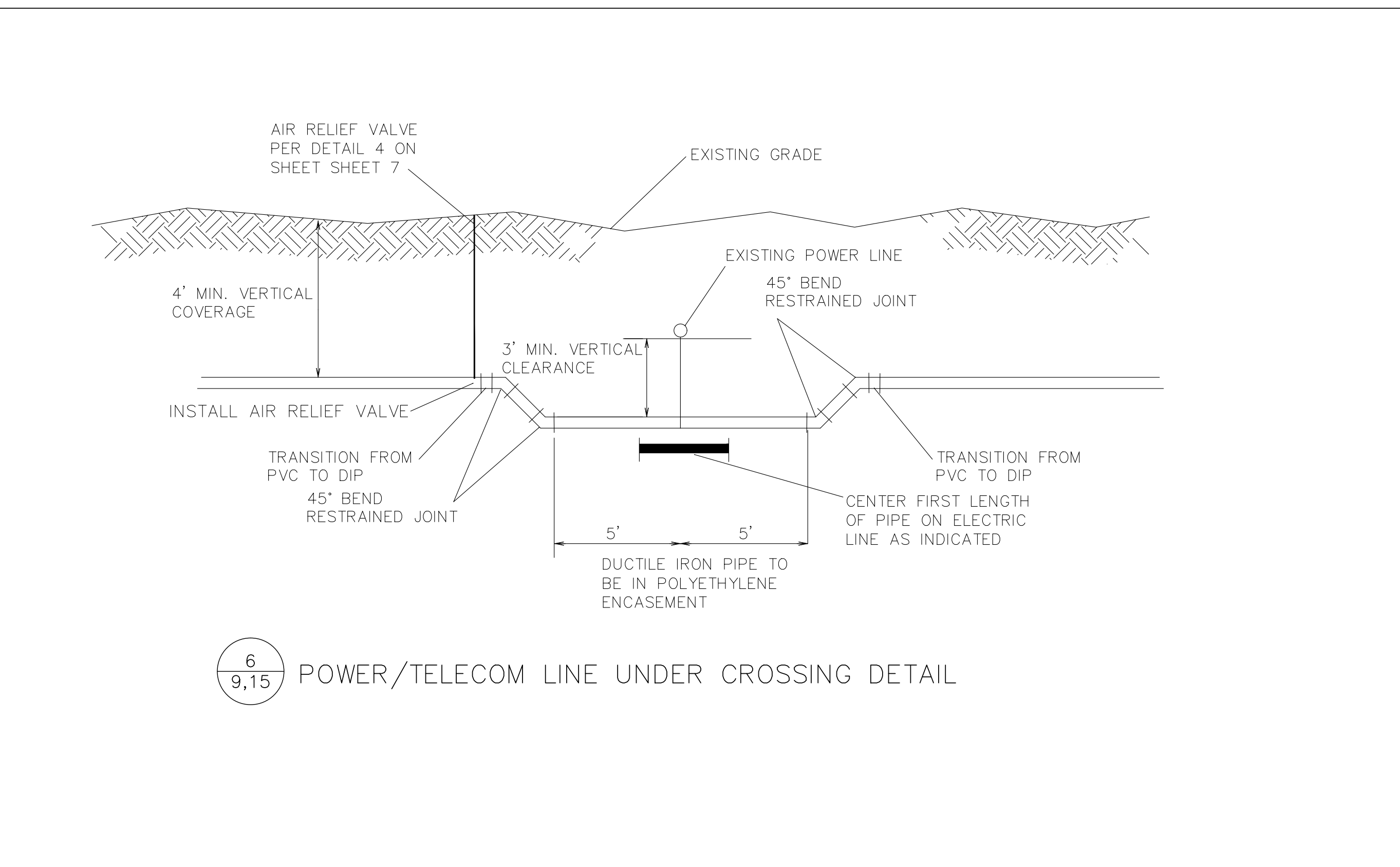
3
12,16 GATE AND CHECK VALVE IN VAULT



4
9,15 AIR RELIEF VALVE IN VAULT



5
15 GAS LINE UNDER CROSSING DETAIL



6
9,15 POWER/TELECOM LINE UNDER CROSSING DETAIL

TRUJILLO TRAIL DWD
P.O. BOX 5111 TUBAC, AZ 85646
DETAILS

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SECTION:
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DETAILS
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NOT TO SCALE



Given/Assumed			
sr	Safety factor	Typ. 50% for thrust block design, NFPA 13 A.10.6.2.1c	50.0 %
P	Water Pressure	Given	160.0 psi
d	Pipe Diameter	Given	4.00 in
d	Pipe Outside Diameter	SFPE 5th p3483	5.000 in
θ	Angle between horizontal and vertical pipe component	Given	45.0 deg
-	Soil Type	Site Condition	Soft Clay
S _b	Bearing Strength	NFPA 13 Table A.10.6.1(c)	1,000 psf
W _b	Density of Block Material	Normal Weight Concrete = 150 lb/ft ³	150.0 lb/ft ³
b	Depth to bottom of block	User Determined; Reference NFPA 13 Figure A.10.6.2.1(a) (p13-375) for US Depth of Cover	4.5 ft
Thrust Block Volume			
A _c	Cross sectional area of the pipe based upon outside diameter	A _c = πd ² /4	19.6 in ²
T	Thrust Force	T = 2PA sin(θ/2) = 2(160)(19.6) sin(45/2)	2,404 lb
A _b	Calculated block area	A _b = T S _b / W _b = (2404)(1.5) / (1500)	3.61 ft ²
V _b	Thrust Block Volume	V _b = S _b P A sin(θ/2) / W _b = (160)(5)(20) sin(45/2) / (150)	22.2 ft ³
h _{min}	Minimum Block Height	Greater of Pipe Diameter and 0.5 x Rectangular 2:1 Block Width = greater of (0.42 ft) or (1.34 ft)	1.34 ft
h _{max}	Maximum Block Height	Lesser of (0.5 x Total Depth) and Block Width of Square Block = lesser of (0.5 x 4.5 ft) or (1.9 ft)	1.90 ft
h	Selected (Actual) Block Height	Select between Minimum & Maximum	1.80 ft
b	Calculated block width	b = 2 S _b P A sin(θ/2) / (h S _b) = 2(1.5)(160)(20) sin(45/2) / (1.8)(1500)	2.25 ft
W	Minimum Weight of Thrust Block	W = W _b x V _b = (150) x (22.2)	3,332 lb

Given/Assumed			
sr	Safety factor	Typ. 50% for thrust block design, NFPA 13 A.10.6.2.1c	50.0 %
P	Water Pressure	Given	160.0 psi
d	Pipe Diameter	Given	4.00 in
d	Pipe Outside Diameter	SFPE 5th p3483	5.000 in
θ	Angle between horizontal and vertical pipe component	Given	90.0 deg
-	Soil Type	Site Condition	Soft Clay
S _b	Bearing Strength	NFPA 13 Table A.10.6.1(c)	1,000 psf
W _b	Density of Block Material	Normal Weight Concrete = 150 lb/ft ³	150.0 lb/ft ³
b	Depth to bottom of block	User Determined; Reference NFPA 13 Figure A.10.6.2.1(a) (p13-375) for US Depth of Cover	4.5 ft
Thrust Block Volume			
A _c	Cross sectional area of the pipe based upon outside diameter	A _c = πd ² /4	19.6 in ²
T	Thrust Force	T = 2PA sin(θ/2) = 2(160)(19.6) sin(90/2)	4,443 lb
A _b	Calculated block area	A _b = T S _b / W _b = (4443)(1.5) / (1500)	6.66 ft ²
V _b	Thrust Block Volume	V _b = S _b P A sin(θ/2) / W _b = (160)(5)(20) sin(90/2) / (150)	235.0 gal
h _{min}	Minimum Block Height	Greater of Pipe Diameter and 0.5 x Rectangular 2:1 Block Width = greater of (0.42 ft) or (1.83 ft)	1.83 ft
h _{max}	Maximum Block Height	Lesser of (0.5 x Total Depth) and Block Width of Square Block = lesser of (0.5 x 4.5 ft) or (2.58 ft)	2.25 ft
h	Selected (Actual) Block Height	Select between Minimum & Maximum	2.00 ft
b	Calculated block width	b = 2 S _b P A sin(θ/2) / (h S _b) = 2(1.5)(160)(20) sin(90/2) / (2)(1500)	3.33 ft
W	Minimum Weight of Thrust Block	W = W _b x V _b = (150) x (234)	4,712 lb

Installation

Pipe Embedment
All PVC pipe should be installed with bedding that provides uniform longitudinal support under the pipe. Use embedment material that is free of large stones, frozen matter, or other debris. Use proper compaction procedures to provide soil densities as specified by the design engineer.

Service Connections
Direct Tapping: Direct taps may be made in C900 Class 150 and Class 200 in nominal sizes 6 inch through 12 inch. Corporation stops should be in sizes ¾, ¾, or 1 inch. When sizes larger than 1 inch are required, tapping saddles or sleeves should be used.

Saddle Tapping: Saddle taps may be made in any size or class of C900 pipe. Maximum outlet size recommended for saddle taps is 2 inches. For sizes larger than 2 inches, a tapping sleeve should be used.

Tapping Sleeves: Tapping sleeves may be used on all sizes and classes of C900. Sleeves are available up to size-on-size.

Caution: Saddles and sleeves should not:
 • Distort the pipe when tightened
 • Have lugs that dig into the pipe when the bolts are tightened
 • Have a clamping arrangement not fully contoured to the outside diameter of the pipe
 For more information on tapping, see Uni-Ball's tapping video and publications Uni-B-B and Uni-Pub-B.

Nominal Pipe Size (inches)	Fitting 90° Elbow (lbs force)	Fitting 45° Elbow (lbs force)	Valves, Tees, Dead Ends (lbs force)
4	2,190	1,180	1,250
6	4,460	2,420	3,160
8	7,700	4,160	5,440
10	11,600	6,280	8,190
12	16,400	8,880	11,600

Soil Type	Allowable Bearing Pressure (psf)
Muck, Peat, Etc.	0
Soft Clay	500
Sand	1,000
Sand and Gravel	1,500
Sand and Gravel With Clay	2,000
Sand and Gravel Cemented With Clay	4,000
Hard Pan	5,000

Note: Values are estimated for horizontal thrusts at depths of burial which exceed 2 feet.
 Note: These values should be used only for estimating purposes. Values for design should be determined by an engineer familiar with site soil conditions.

Longitudinal Bending

Axial deflection at the pipe joints is not recommended. However, it is possible to curve C900 to allow for slight changes in direction.
 Bending to these minimum radii will not jeopardize C900's design capability. See PVPipe's Technical Bulletin "Longitudinal Bending of PVC Pipe" for more details.

Nominal Pipe Size (inches)	Minimum Bending Radius (feet)
4	100
6	145
8	190
10	235
12	275

Testing of Installed Systems

Place sufficient backfill before pipe filling and field testing. Under conditions requiring immediate backfilling of trenches, test after backfilling but prior to placement of permanent surface. Testing short lengths of pipe first will verify proper installation and joint assembly. If concrete thrust blocks are required, allow sufficient curing before testing.

Separate tests for pressure and leakage may be performed. If separate tests are done, the pressure test should be done first. See Table 4.

Procedure
 While the line is under pressure, check for leaks in all exposed pipe, fittings, valves, and hydrants. Repair or replace all defective elements. Repeat the test until all visible leaks stop and the allowable leakage requirements are met, per Table 5. For detailed pressure-testing requirements, consult your engineer or the PVPipe installation guide.

WARNING: Do not use PVC pipe for pressurized air systems. Injury or death may result due to the catastrophic nature of pipe failure should failure occur. Rapid expansion of compressed air could propel shards of plastic throughout the area.

WARNING: Expel all air from the pipeline during filling and again before testing for pressure leakage. Automatic air-release valves are recommended. Compressed entrapped air can greatly amplify surges or pumping pressures. Also, compressed air might leak through a joint that will not leak water.

Nominal Pipe Size (inches)	Volume (U.S. gal/100 ft)
4	70
6	153
8	259
10	405
12	673

Procedure	Pressure	Test Duration
Simultaneous pressure and leakage tests	150% of working pressure at point of test, but not less than 125% of normal working pressure at highest elevation*	2 hr
Separate pressure test	150% of working pressure at point of test, but not less than 125% of normal working pressure at highest elevation*	1 hr
Separate leakage test	150% of working pressure of segment tested*	2 hr

Source: Underground Installation of PVC Pressure Pipe and Fittings for Water, AWWA C665.
 *Under no circumstances should test pressures exceed 305 psi for DR 14, 235 psi for DR 18, and 165 psi for DR 25 C900 PVC pipe.

Nominal Pipe Size (inches)	50	100	150	200	250	300
4	0.19	0.27	0.33	0.38	0.43	0.47
6	0.29	0.41	0.50	0.57	0.64	0.70
8	0.38	0.54	0.66	0.76	0.85	0.94
10	0.48	0.68	0.83	0.96	1.07	1.17
12	0.57	0.81	0.99	1.15	1.28	1.40

PIPE TESTING CRITERIA

THRUST BLOCK

PIPE INSTALLATION CRITERIA

45 THRUST BLOCK

KINDER MORGAN
 Guidelines for Design and Construction near Kinder Morgan Operated Facilities
 Name of Company: **EPNG**

The list of design, construction and contractor requirements, including but not limited to the following, for the design and installation of foreign utilities or improvements on **EPNG** (Company) right-of-way (ROW) are not intended to do they waive or modify any rights Company may have under existing easements or ROW agreements. Reference existing easements and amendments for additional requirements. This list of requirements is applicable for Company facilities on easements only. Encroachments on fee property should be referred to the Land and Rights-of-Way Department.

Design

- Company shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on Company's ROW to determine and resolve any location, grade or encroachment problems and provide protection of our facilities and the public before the actual work is to take place.
- Encroaching entity shall provide Company with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of Company's ROW. The encroaching entity shall also provide a set of as-built drawings showing the proposed facilities in the vicinity of Company's ROW.
- Only facilities shown on drawings reviewed by Company will be approved for installation on Company's ROW. All drawing revisions that affect facilities proposed to be placed on Company's ROW must be approved by Company in writing.
- Company shall approve the design of all permanent road crossings.
- Encroaching entity shall, at the discretion of the Company, incorporate Health ATI "sniffers" Gas Detection Units in the design of paved areas or "Green Belt" areas of Company ROW. The units shall be installed per Company Standard **TPV-V-0100-B010 - Gas Detection Unit for Pipelines Located under Asphalt or Concrete Parking Areas**.
- Any repair to surface facilities following future pipeline maintenance or repair work by Company will be at the expense of the developer or landowner.
- The depth of cover over the Company pipelines shall not be reduced nor drainage altered without Company's written approval.
- Construction of any permanent structure, building(s) or obstructions within Company pipeline easement is not permitted.
- Planting of shrubs and trees is not permitted on Company pipeline easement.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on Company easement.
- Foreign line, gas, water, electric and sewer lines, etc., may cross perpendicular to Company's pipeline within the ROW, provided that a minimum of two (2) feet of vertical clearance is maintained between Company pipelines(s) and the foreign pipeline. Constant line elevations must be maintained across Company's entire ROW width, gravity drain lines are the only exception. Foreign line crossings below the Company pipeline must be evaluated by Company to ensure that a significant length of the Company line is not exposed and unsupported during construction. When installing underground utilities, the last line should be placed beneath all existing lines unless it is impractical or unreasonable to do so. Foreign line crossings above the Company pipeline with less than two (2) feet of clearance must be evaluated by Company to ensure that additional support is not necessary to prevent settling on top of the Company natural gas pipeline.
- A foreign pipeline shall cross Company facilities at as near a ninety-degree angle as possible. A foreign pipeline shall not run parallel to Company pipeline within Company easement without written permission of Company.
- The foreign utility should be advised that Company maintains cathodic protection on their pipelines. The foreign utility must coordinate their cathodic protection system with Company's. At the request of Company, foreign utilities shall install or allow to be installed cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The Company Cathodic Protection (CP) technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and Company. All costs associated with the correction of cathodic protection problems on Company pipeline as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.

Reference: O&M Procedure 204 Page 1 of 3 OM200-29 2016-05-01

KINDER MORGAN
 Guidelines for Design and Construction near Kinder Morgan Operated Facilities

- The metallic foreign line shall be coated with a suitable pipe coating for a distance of at least 10-feet on either side of the crossing unless otherwise requested by the Company CP Technician.
- AC Electrical lines must be installed in conduit and properly insulated.
- DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the Company ROW.
- No power poles, light standards, etc. shall be installed on Company easement.

Construction

- Contractors shall be advised of Company's requirements and be contractually obligated to comply.
- The continued integrity of Company's pipelines and the safety of all individuals in the area of proposed work near Company's facilities are of the utmost importance. Therefore, contractor must meet with Company representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **Company's on-site representative will require discontinuation of any work that, in his opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- The Contractor must expose all Company transmission and distribution lines prior to crossing to determine the exact alignment and depth of the lines. A Company representative must be present. In the event of pipeline lines, only one pipeline can be exposed at a time.
- Company will not allow pipelines to remain exposed overnight without consent of Company designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A Company representative shall do all line locating. A Company representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by Company representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to Company at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of Company's work site representative. Any Contractor schedule changes shall be provided to Company immediately.
- Heavy equipment will not be allowed to operate directly over Company pipelines or in Company ROW unless written approval is obtained from Company. Heavy equipment shall only be allowed to cross Company pipelines at locations designated by Company. Contractor shall comply with all precautionary measures required by Company to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of grades.
- Excavating or grading which might result in erosion or which could render the Company ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to Company's facility.
- A Company representative shall be on-site to monitor any construction activities within 25-feet of a Company pipeline or aboveground appurtenance. The contractor shall not work within this distance without a Company representative being on site. Only hand excavation shall be permitted within a minimum of 18-inches (refer to state specific rules/regulations regarding any additional clearance requirements) of Company pipelines, valves and fittings. However, proceed with extreme caution when within three (3) feet of the pipe.
- Ripping is only allowed when the position of the pipe is known and not within 10-feet of Company facility unless Company representative is present.
- Temporary support of any exposed Company pipeline by Contractor may be necessary if required by Company's on-site representative. Backfill below the exposed lines and 12-inches above the lines shall be replaced with sand or other selected material as approved by Company's on-site representative and thoroughly compacted in 12-inches lifts to 95% of standard proctor dry density minimum or as approved by Company's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.

Reference: O&M Procedure 204 Page 2 of 3 OM200-29 2016-05-01

KINDER MORGAN
 Guidelines for Design and Construction near Kinder Morgan Operated Facilities

No blasting shall be allowed within 1000-feet of Company's facilities unless blasting notification is given to Company including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.

Company shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500-feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to Company's facilities as a result of their activities whether or not Company representatives are present. Company shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

No blasting shall be allowed within 300-feet of Company's facilities unless blasting notification is given to Company a minimum of one week before blasting. (Note: covered above) Company shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by Company in addition to meeting requirements for 500-foot and 1000-foot being met above. A written emergency plan shall be provided by the organization responsible for blasting. (Note: covered above)

Any contact with any Company facility, pipeline, valve set, etc. shall be reported immediately to Company. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.

Company personnel shall install all test leads on Company facilities.

Burning of trash, brush, etc. is not permitted within the Company ROW.

KINDER MORGAN CONTACTS:
 EL PASO NATURAL GAS LINE
 CROSSING ALISO SPRINGS ROAD

KELLY SIMS – SENIOR ROW AGENT
 520-663-4223
 KELLY_SIMS@KINDERMORGAN.COM

TOM BROWN
 TIM_BROWN@KINDERMORGAN.COM

EPNG'S STAFF MUST BE ONSITE AND SUPERVISING ALL GROUND DISTURBING ACTIVITIES WITHIN 25' OF THIS PIPELINE.

GAS LINE CROSSING

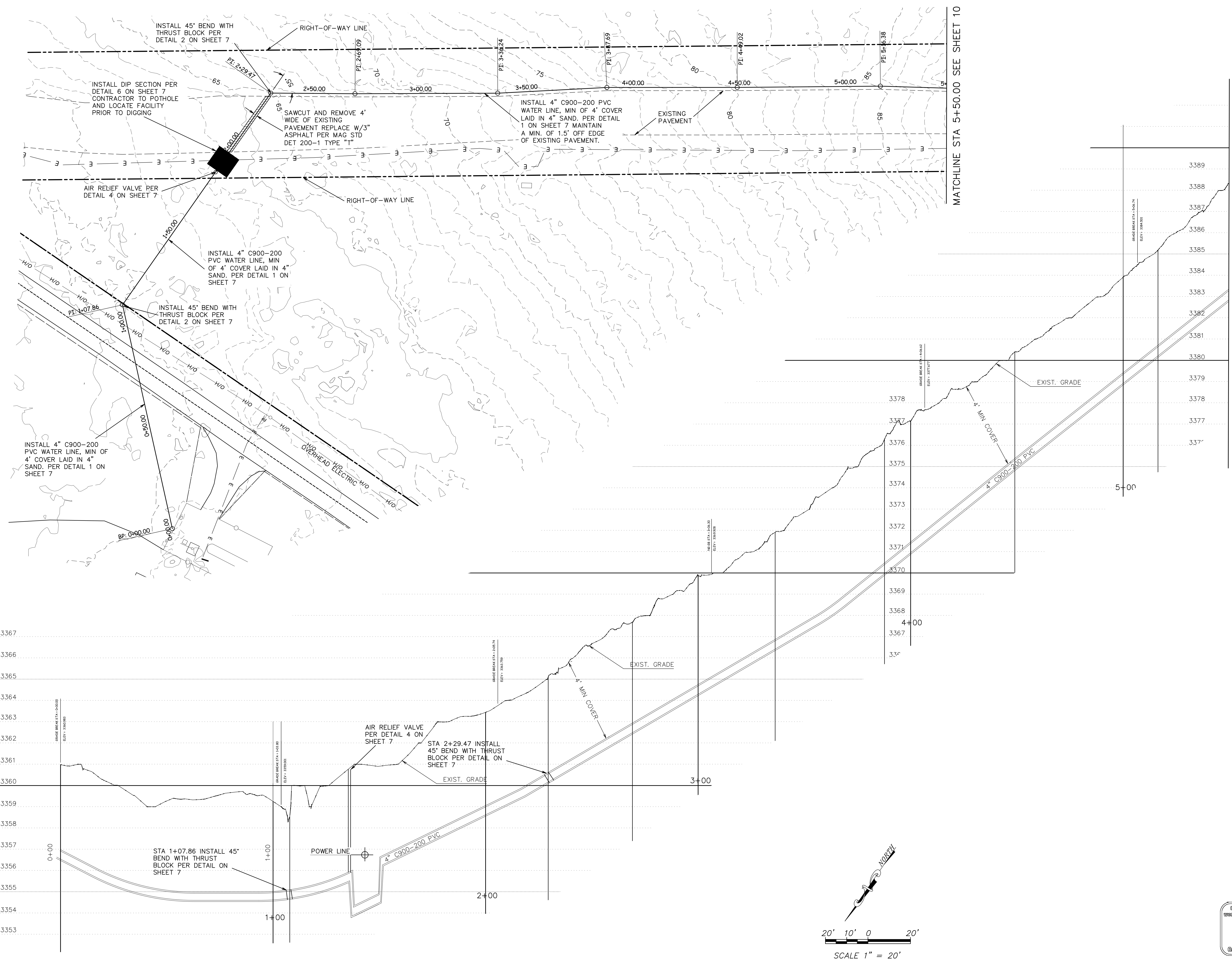
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SECTION:
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MATCHLINE STA 5+50.00 SEE SHEET 10

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TRUJILLO TRAIL WATER LINE

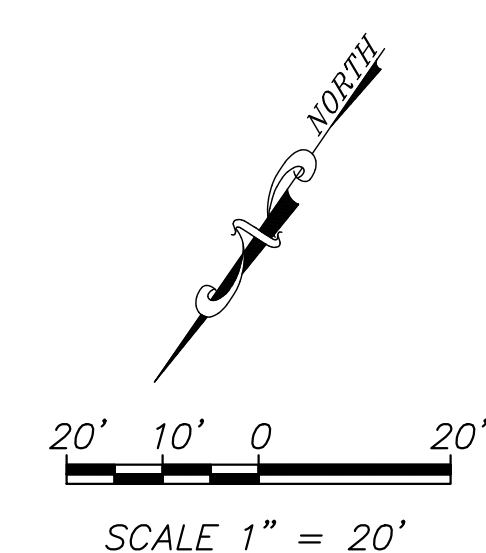
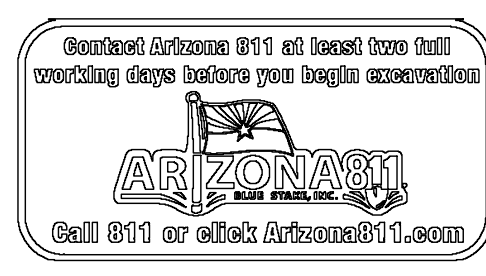
TUBAC, ARIZONA

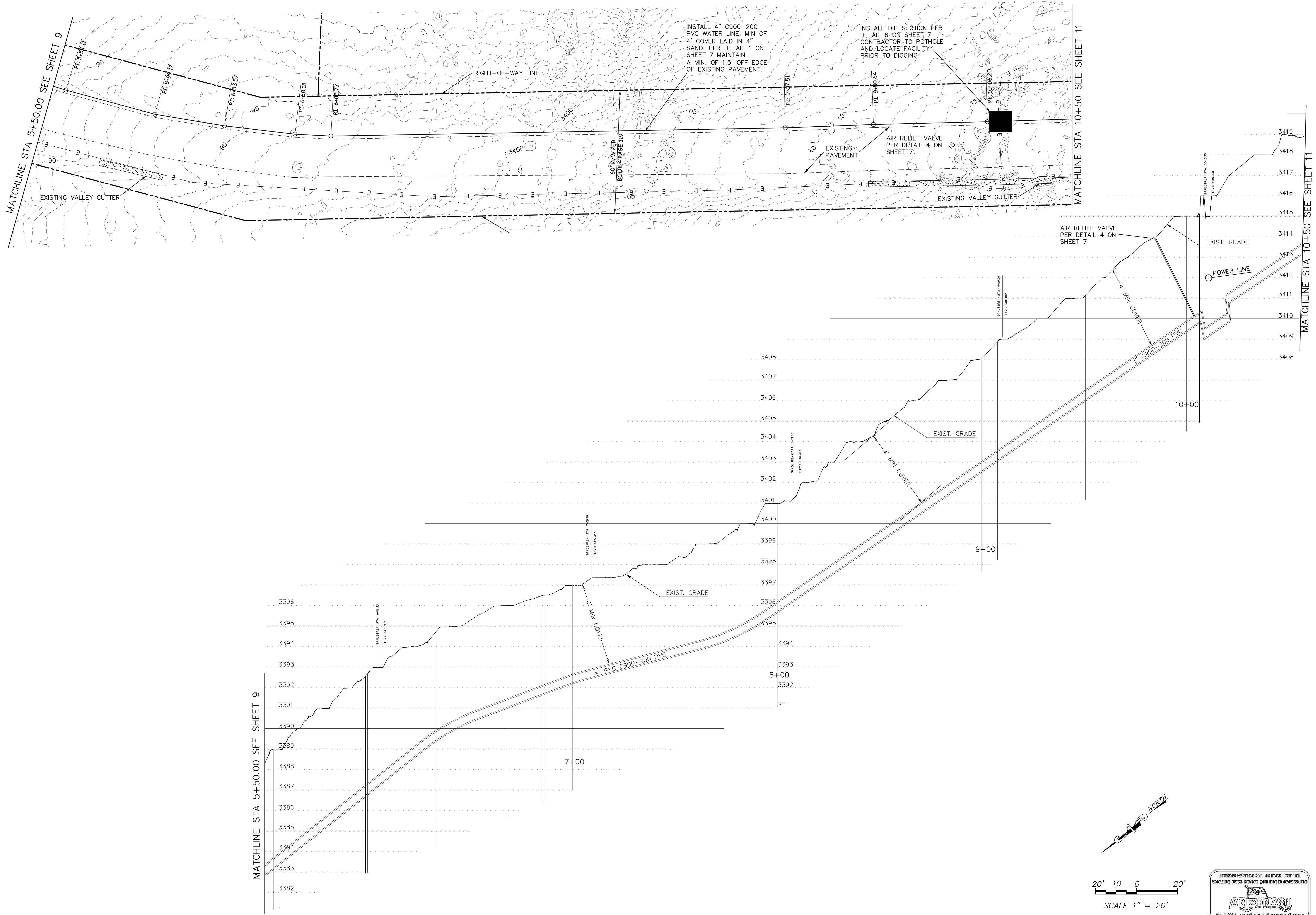
PLAN AND PROFILE

STA 0+00 TO STA 5+50

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SECTION:	
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DATE:	12-26-23
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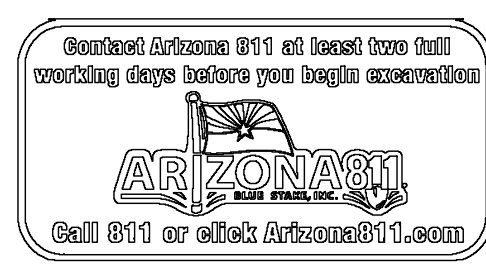
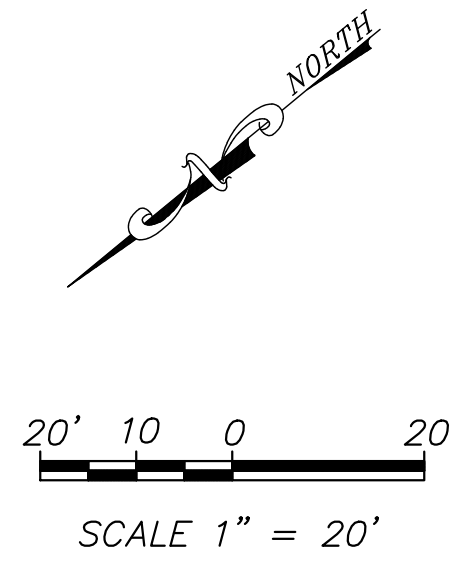
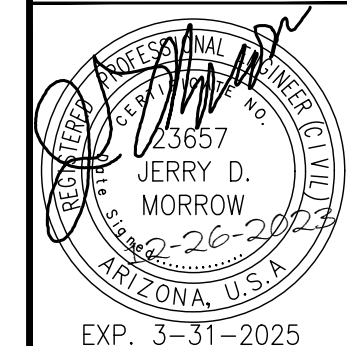




TRUJILLO TRAIL WATER LINE
TUBAC, ARIZONA

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STA 5+50 TO STA 10+50

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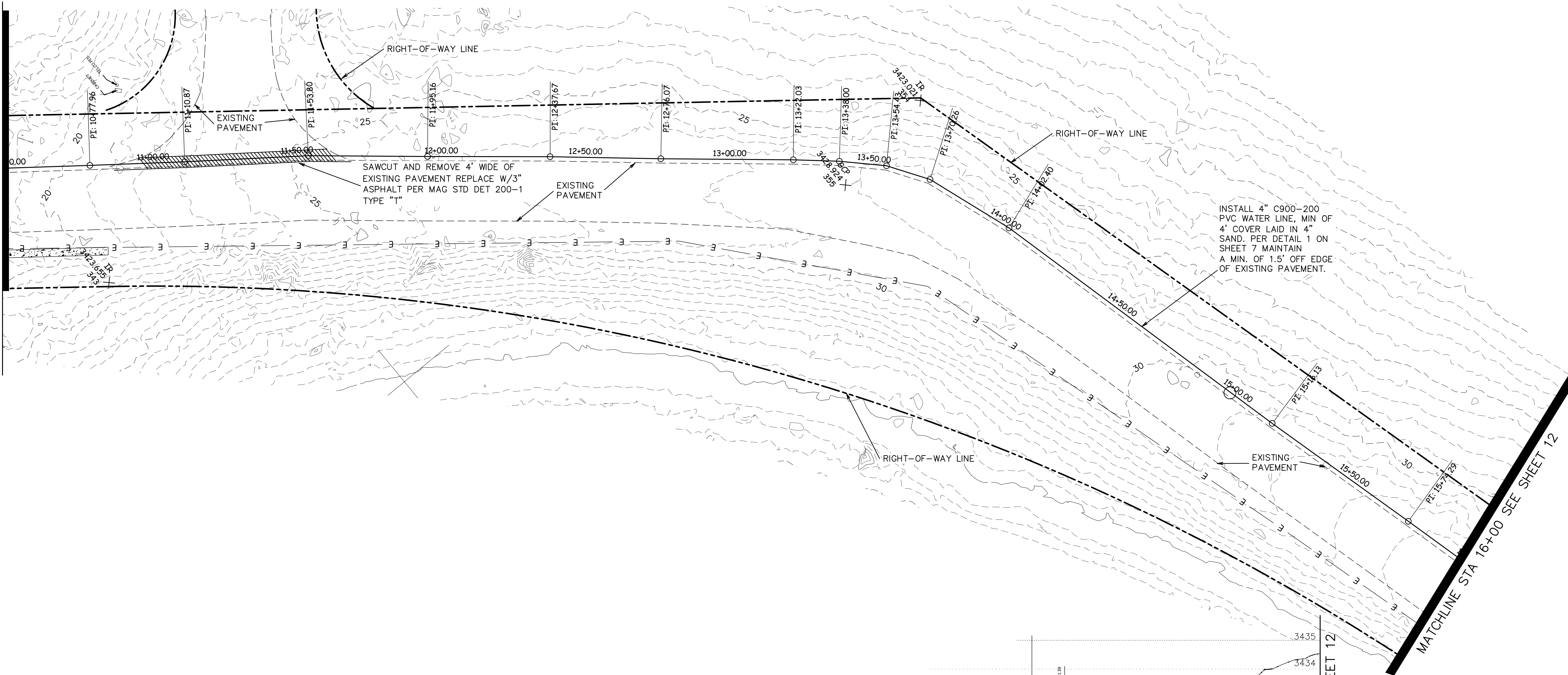


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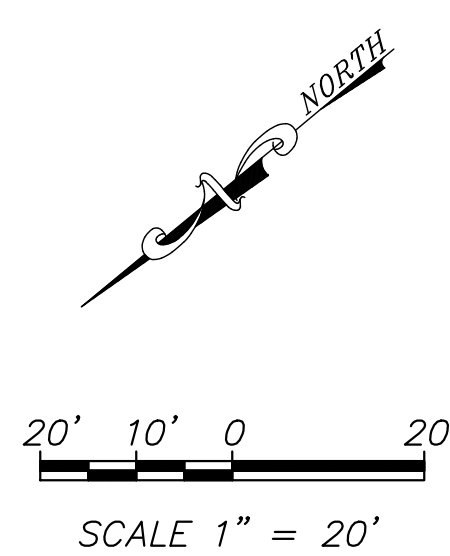
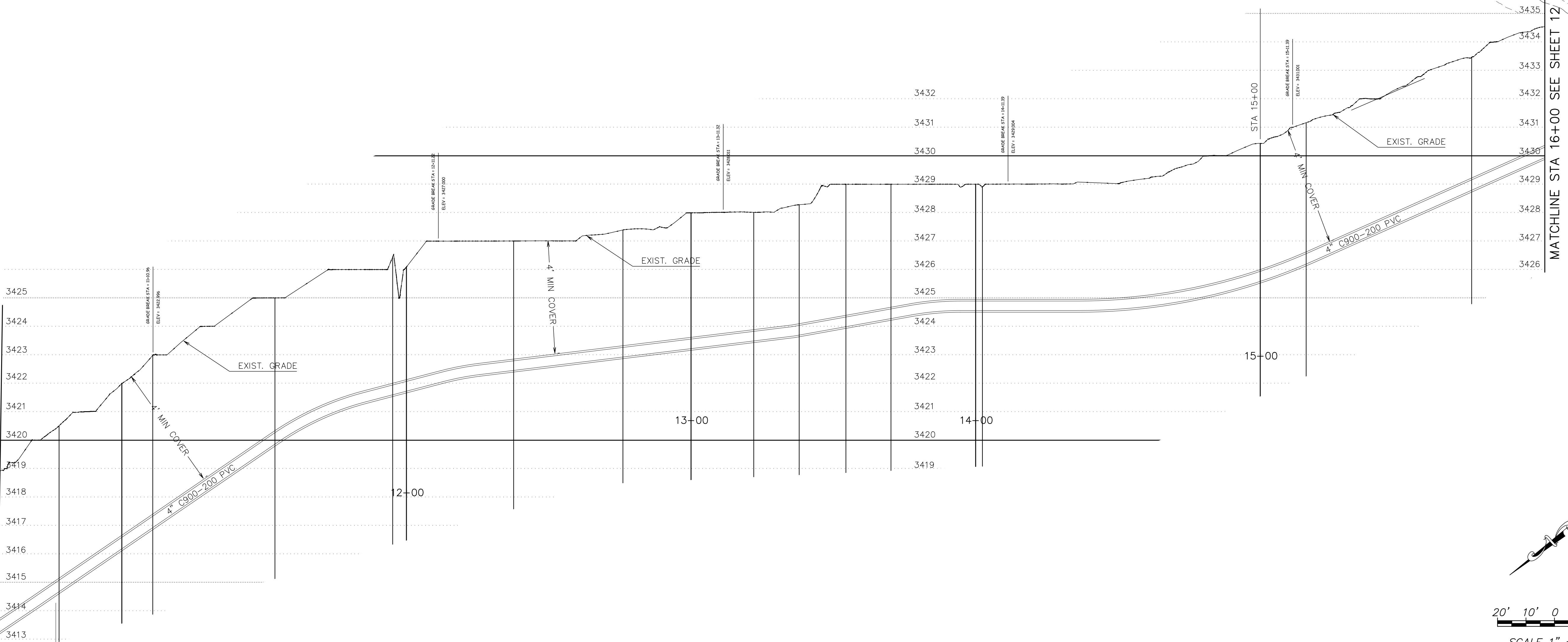
REVISION

MATCHLINE STA 10+50 SEE SHEET 10



MATCHLINE STA 16+00 SEE SHEET 12

MATCHLINE STA 10+50 SEE SHEET 10



TRUJILLO TRAIL WATER LINE

TUBAC, ARIZONA

PLAN AND PROFILE

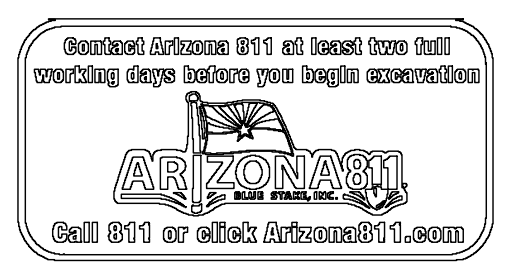
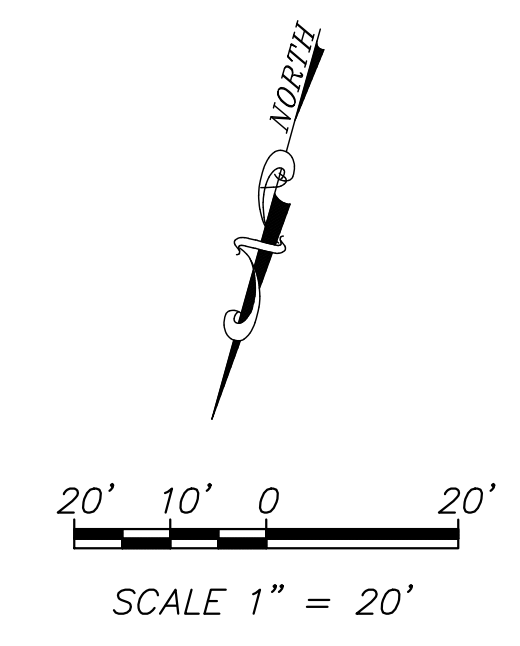
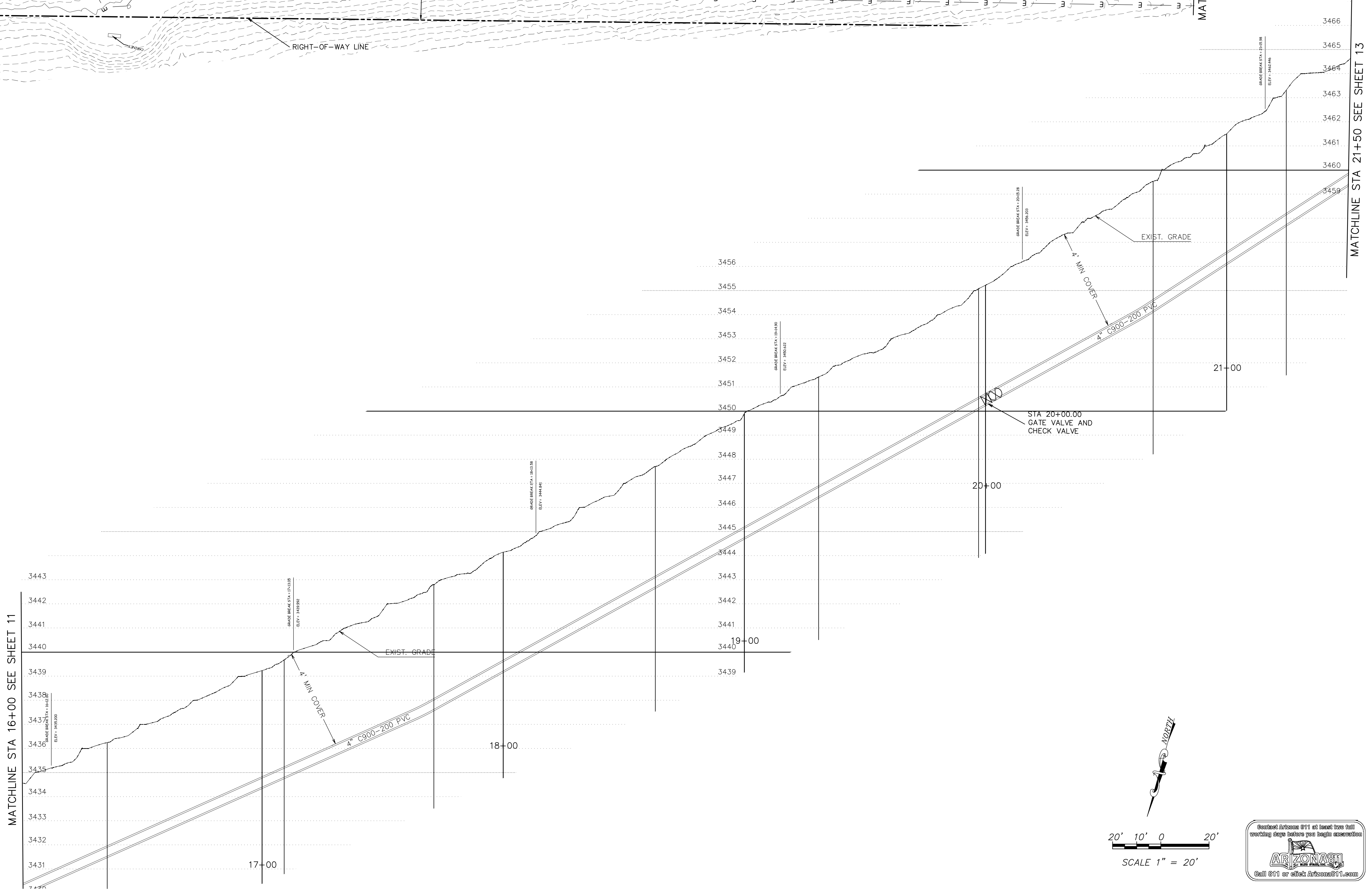
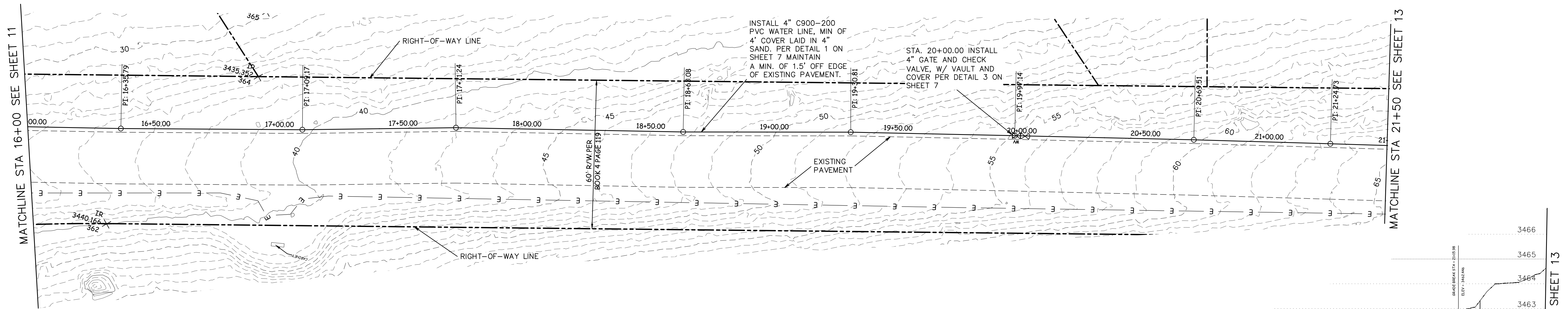
STA. 10+50 TO STA. 16+00

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SECTION:
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REVISION

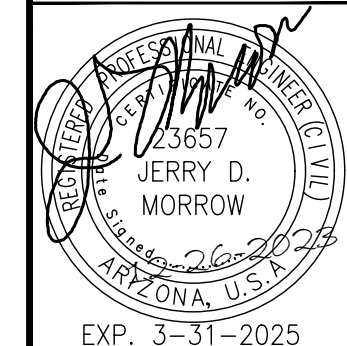
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TRUJILLO TRAIL WATER LINE
TUBAC, ARIZONA

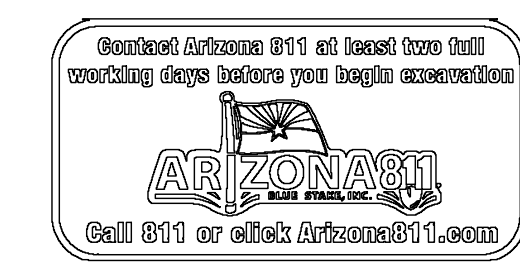
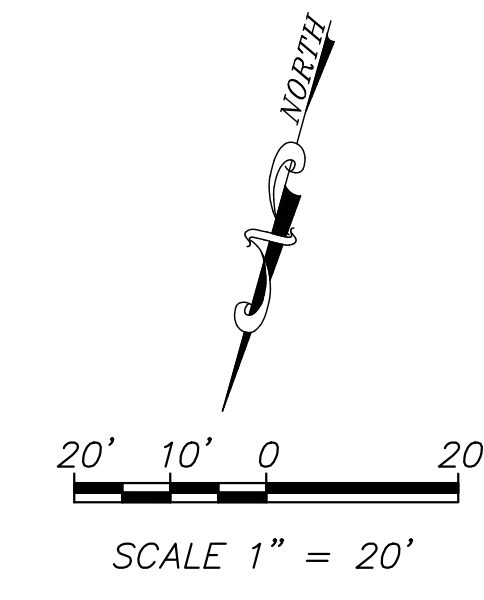
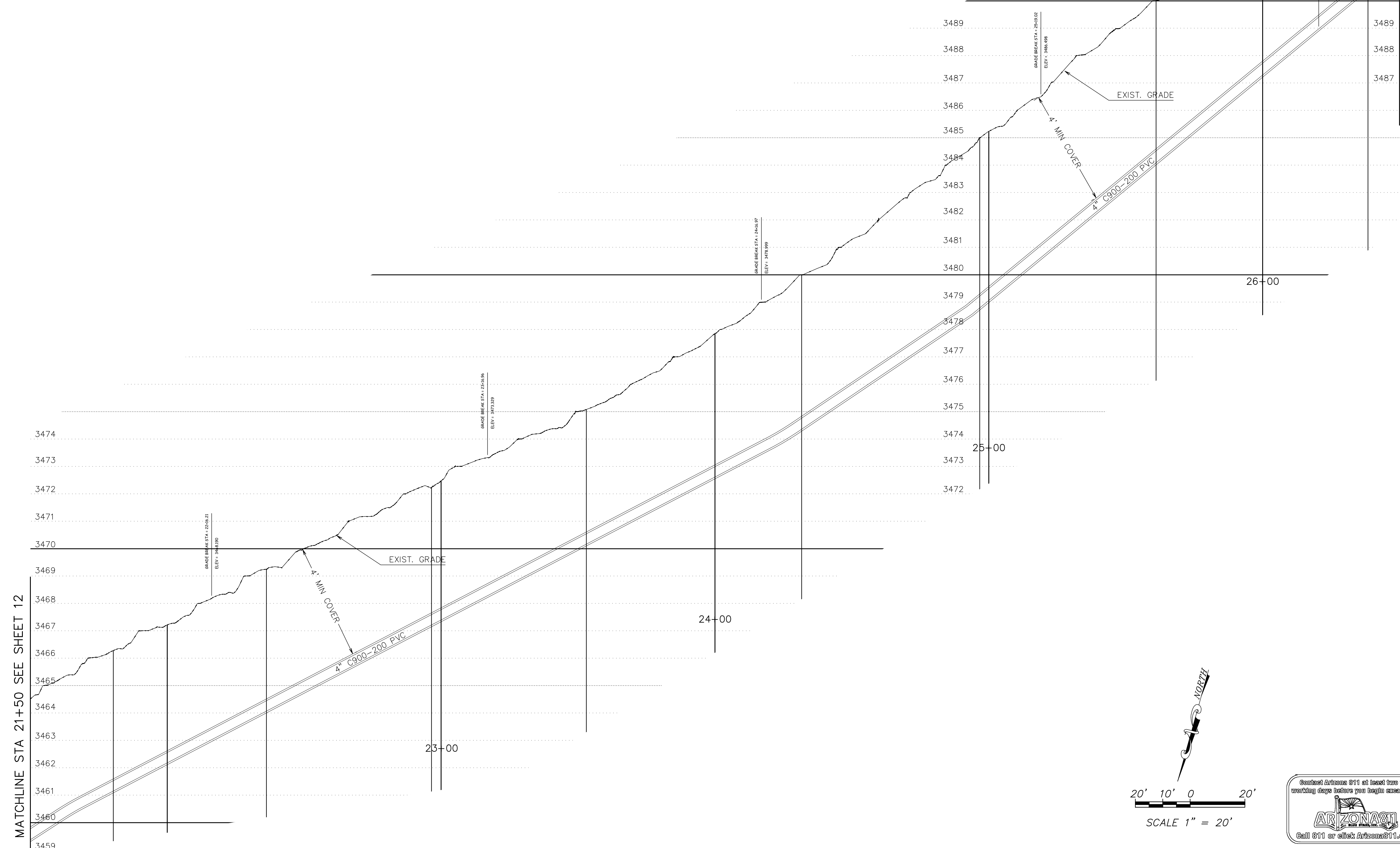
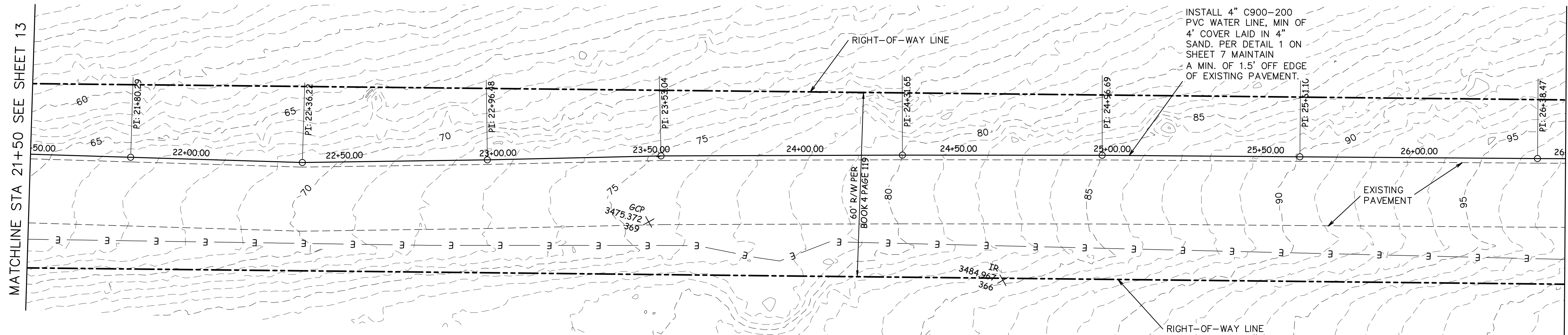
PLAN AND PROFILE
STA. 16+00 TO STA. 21+50

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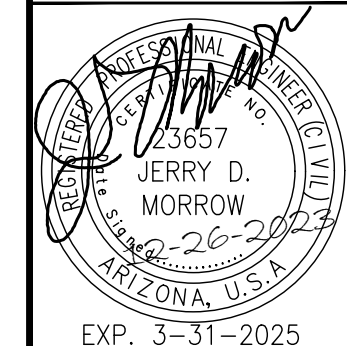
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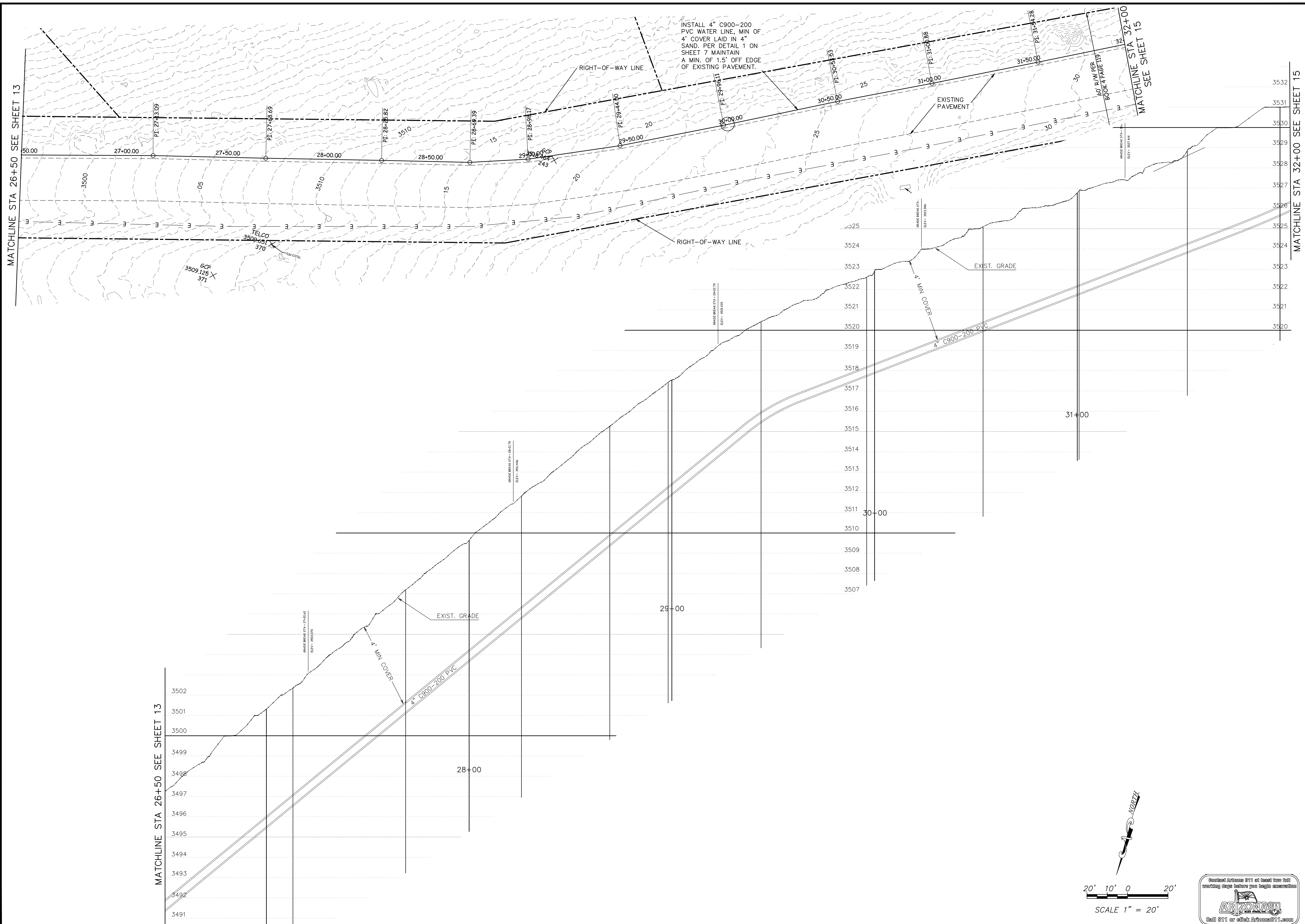
TRUJILLO TRAIL WATER LINE
TUBAC, ARIZONA
PLAN AND PROFILE
STA 21+50 TO STA 26+50

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NO.	DATE	BY	REVISION



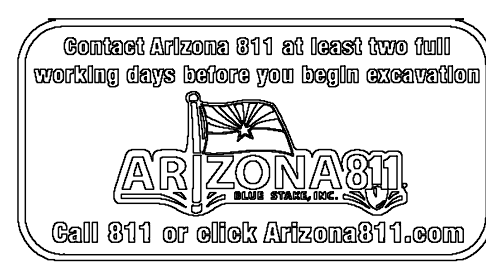
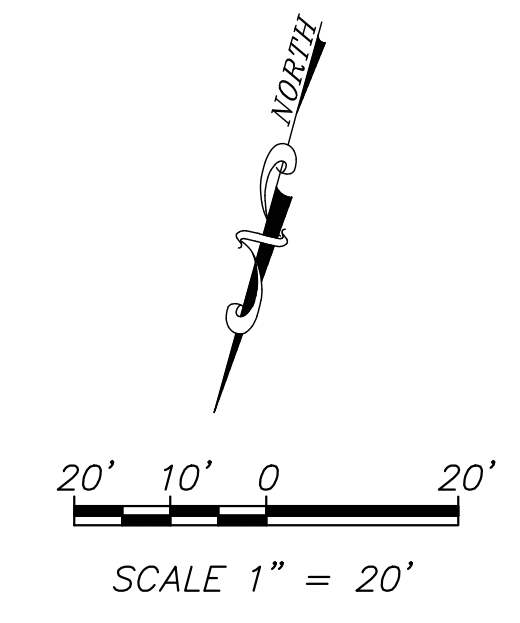
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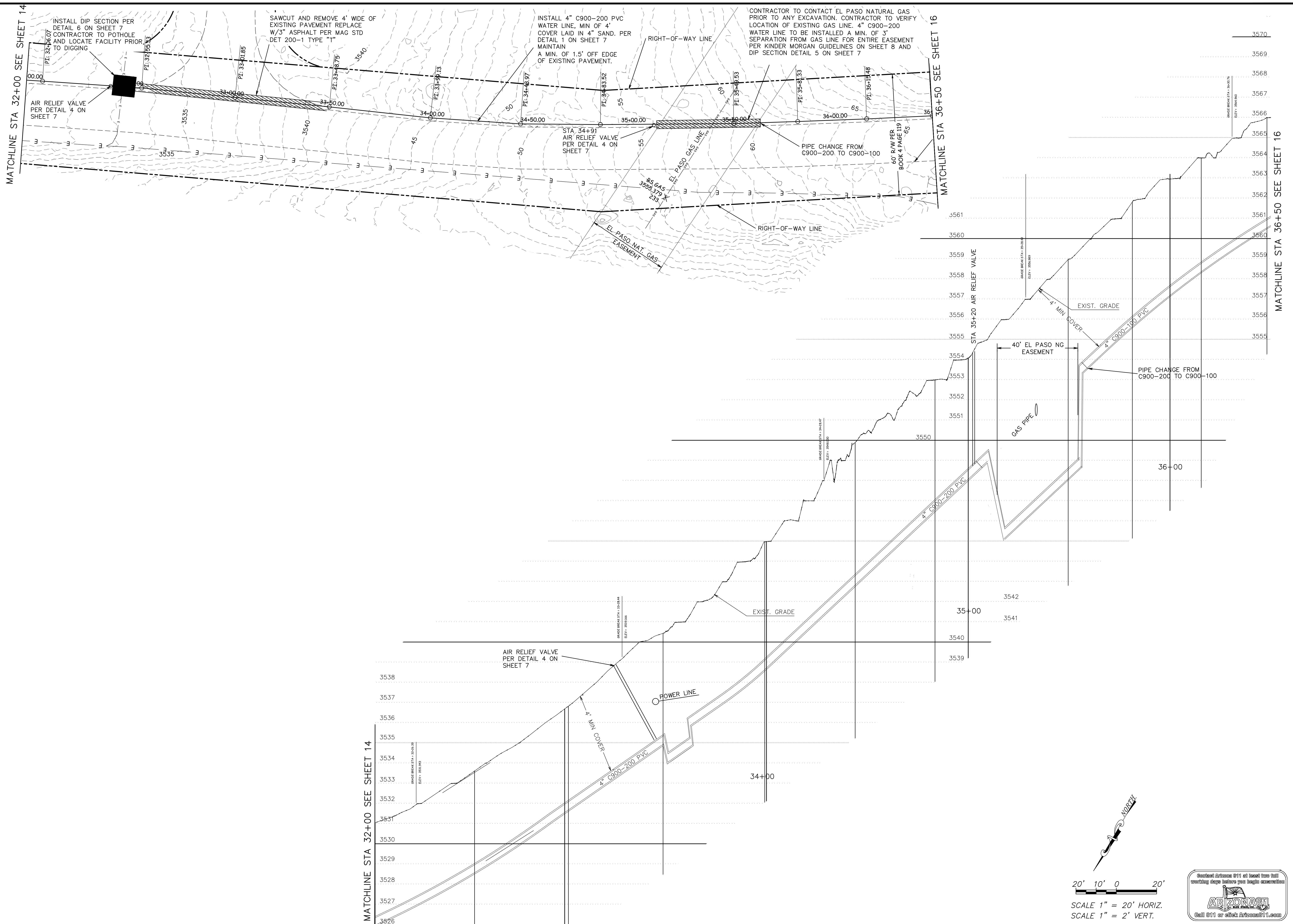
TRUJILLO TRAIL WATER LINE
 TUBAC, ARIZONA
PLAN AND PROFILE
 STA 27+50 TO STA 32+00

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Professional Engineer Seal
 JERRY D. MORROW
 No. 26-2023
 ARIZONA, U.S.A.
 EXP. 3-31-2025

SECTION:	
TOWNSHIP:	
RANGE:	
DATE:	12-26-2023
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SHEET:	14 OF 21



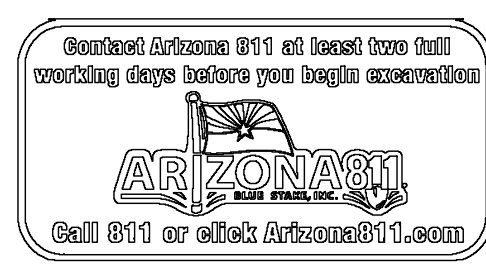
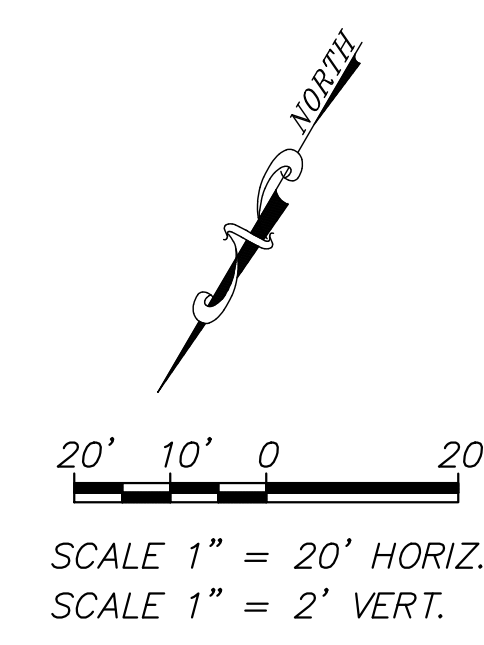


MATCHLINE STA 32+00 SEE SHEET 14

MATCHLINE STA 36+50 SEE SHEET 16

MATCHLINE STA 32+00 SEE SHEET 14

MATCHLINE STA 36+50 SEE SHEET 16



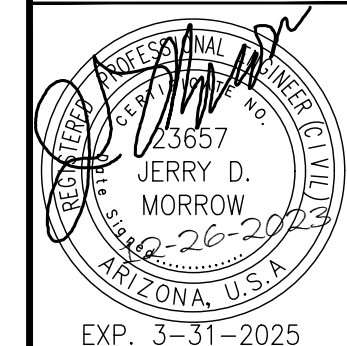
TRUJILLO TRAIL WATER LINE

TUBAC, ARIZONA

PLAN AND PROFILE

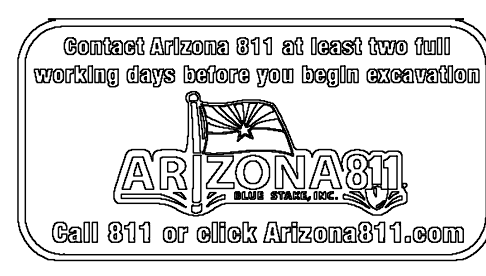
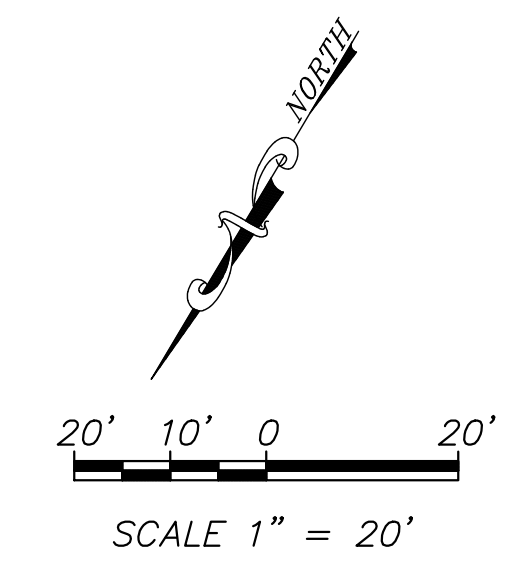
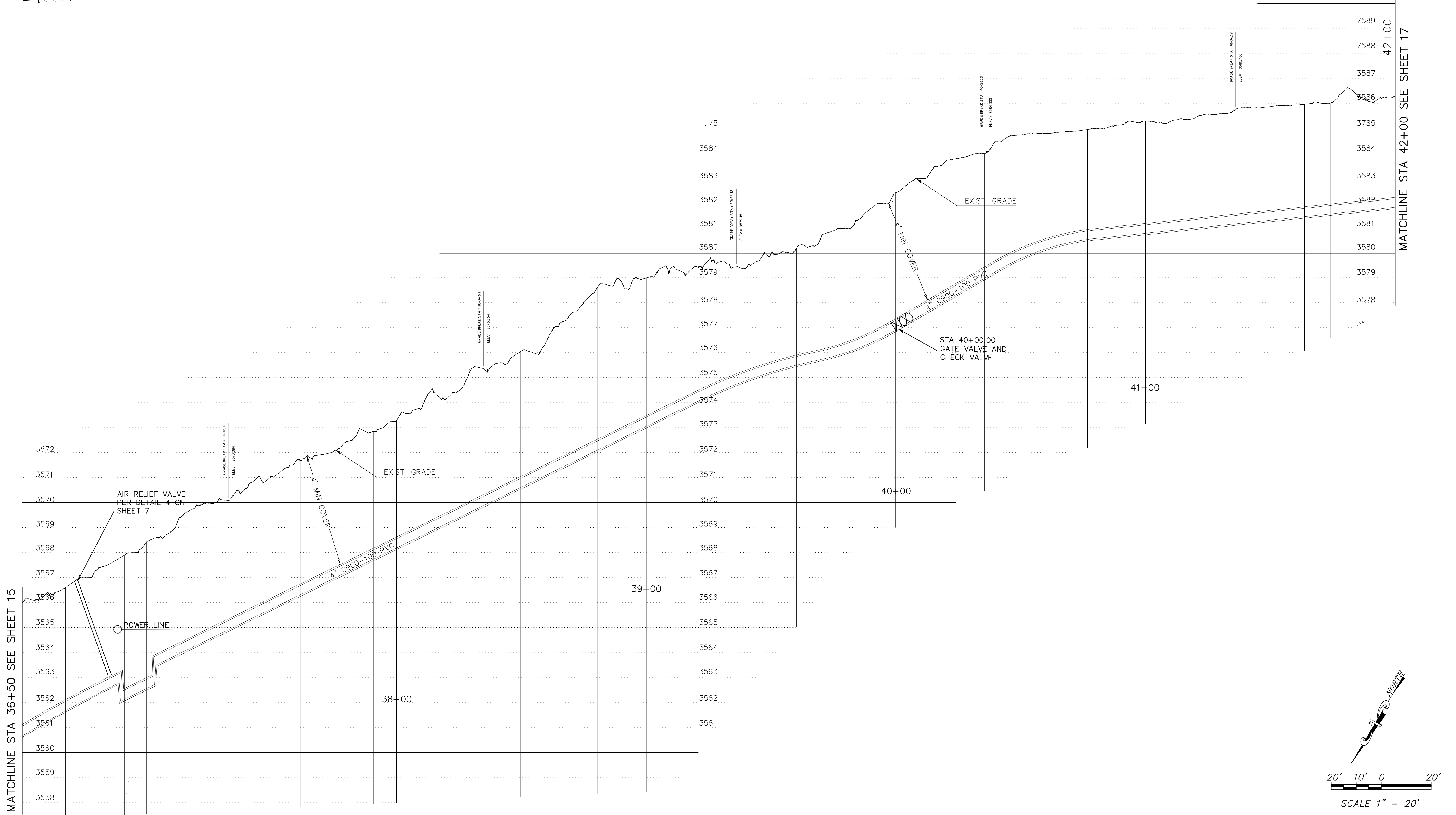
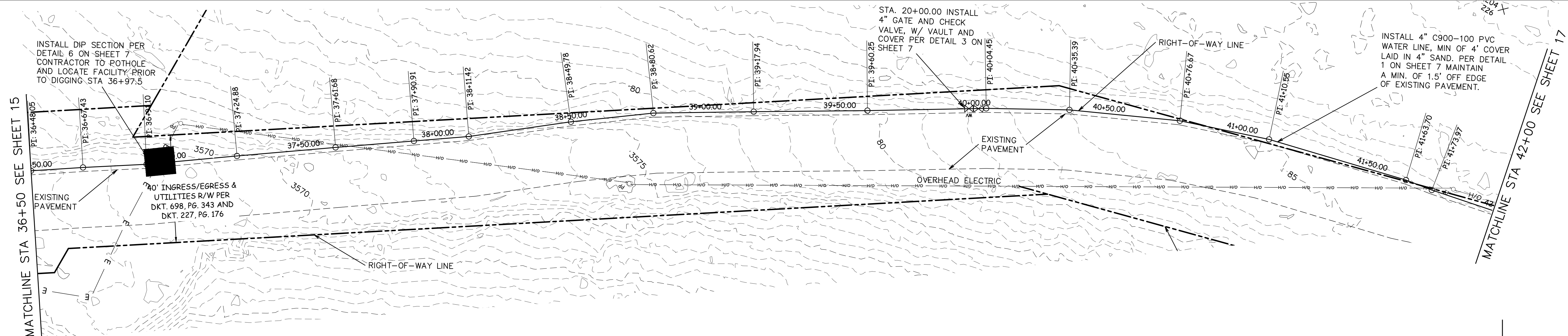
STA 33+00 TO STA 36+50

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SECTION:	
TOWNSHIP:	
RANGE:	
DATE:	12-26-23
PROJECT:	P&P
SHEET:	15 OF 21

NO. DATE BY REVISION

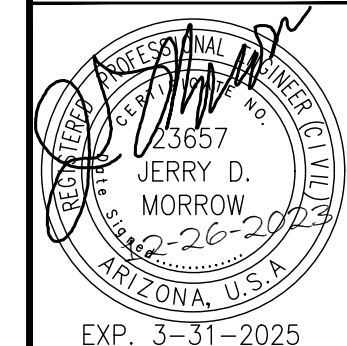


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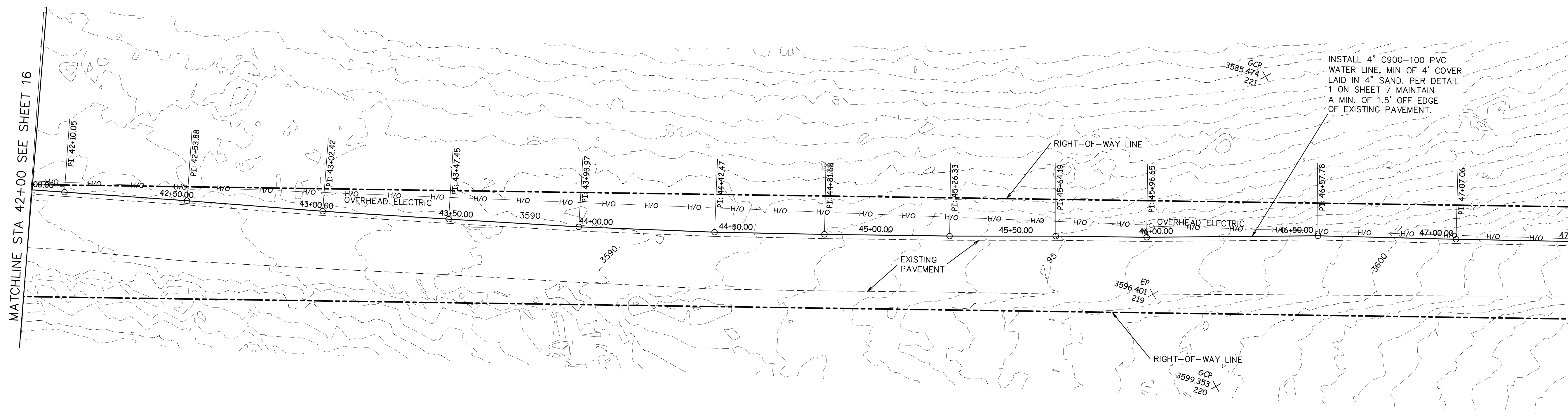
TRUJILLO TRAIL WATER LINE
TUBAC, ARIZONA

PLAN AND PROFILE
STA. 36+50 TO STA. 42+00

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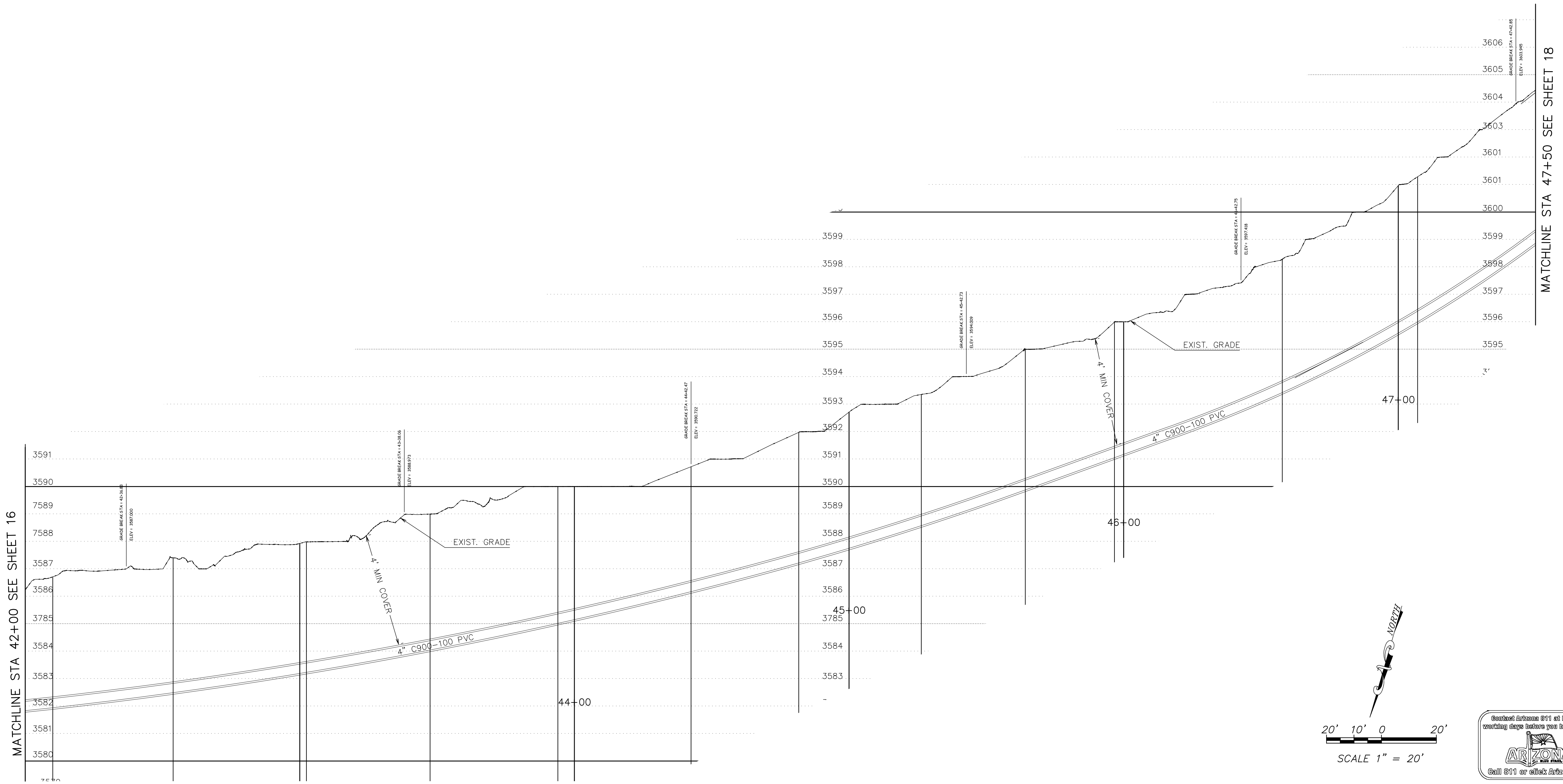


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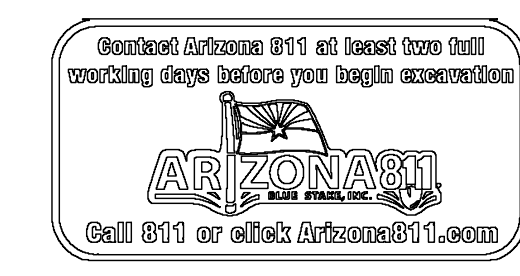
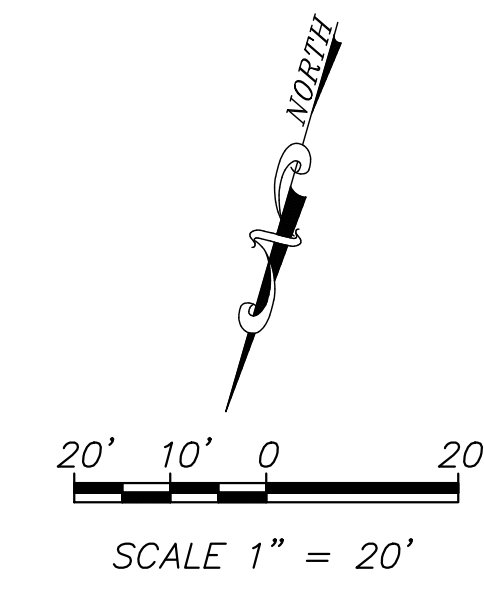
MATCHLINE STA 42+00 SEE SHEET 16

MATCHLINE STA 47+50 SEE SHEET 18



MATCHLINE STA 42+00 SEE SHEET 16

MATCHLINE STA 47+50 SEE SHEET 18



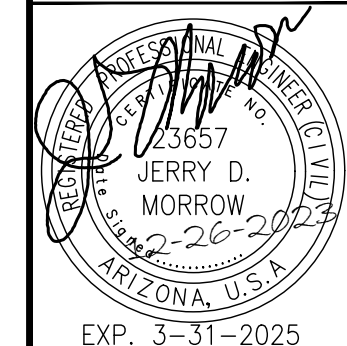
TRUJILLO TRAIL WATER LINE

TUBAC, ARIZONA

PLAN AND PROFILE

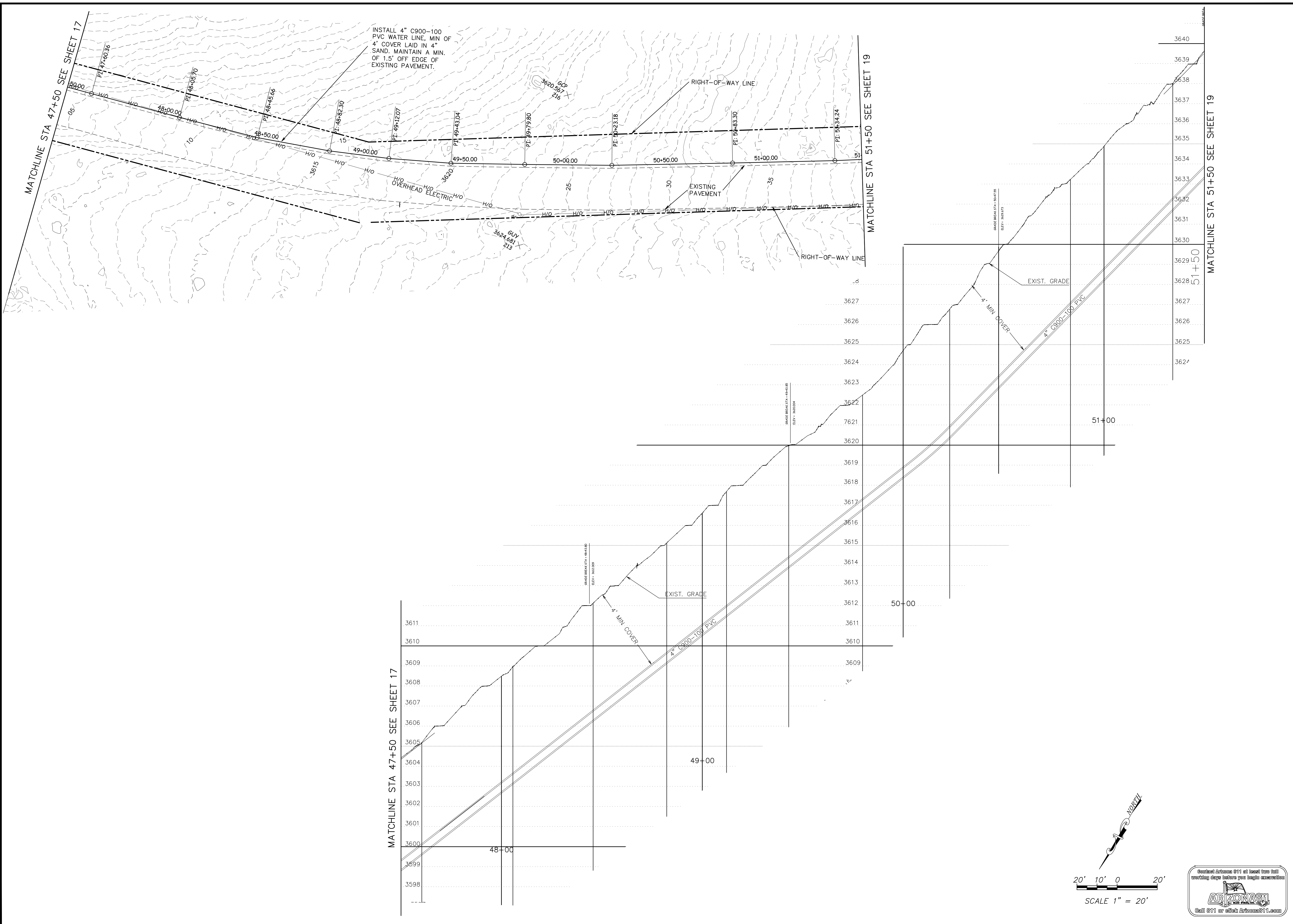
STA 42+00 TO STA 47+50

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NO. DATE BY
 REVISION

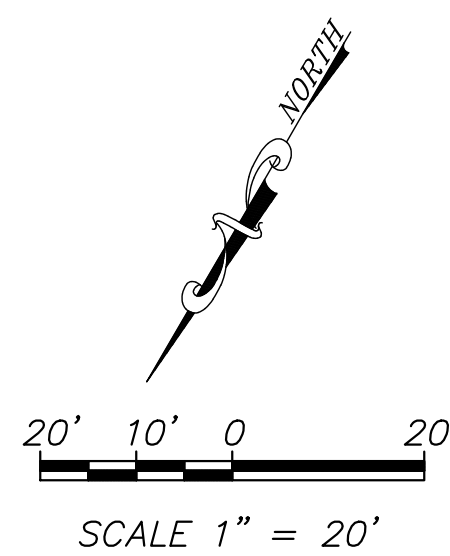


MATCHLINE STA 47+50 SEE SHEET 17

MATCHLINE STA 51+50 SEE SHEET 19

MATCHLINE STA 47+50 SEE SHEET 17

MATCHLINE STA 51+50 SEE SHEET 19



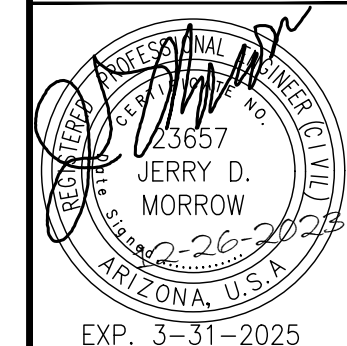
TRUJILLO TRAIL WATER LINE

TUBAC, ARIZONA

PLAN AND PROFILE

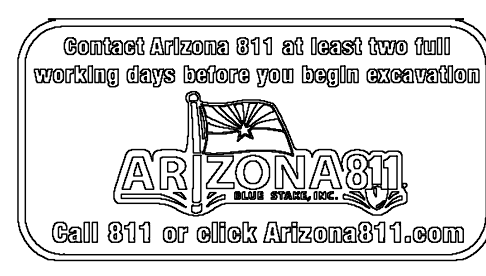
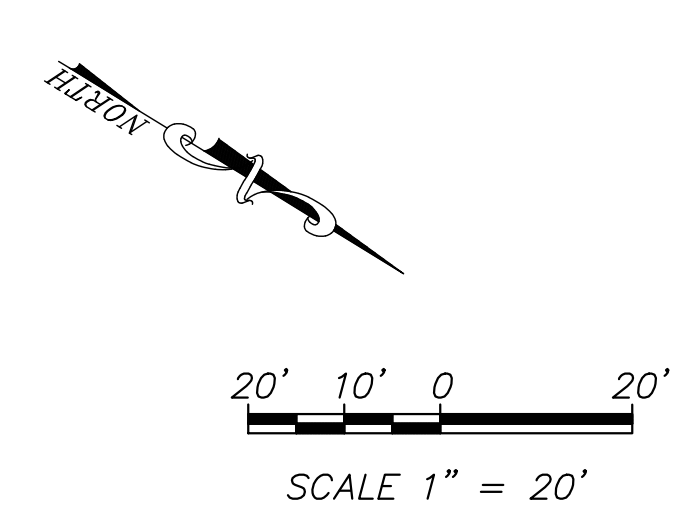
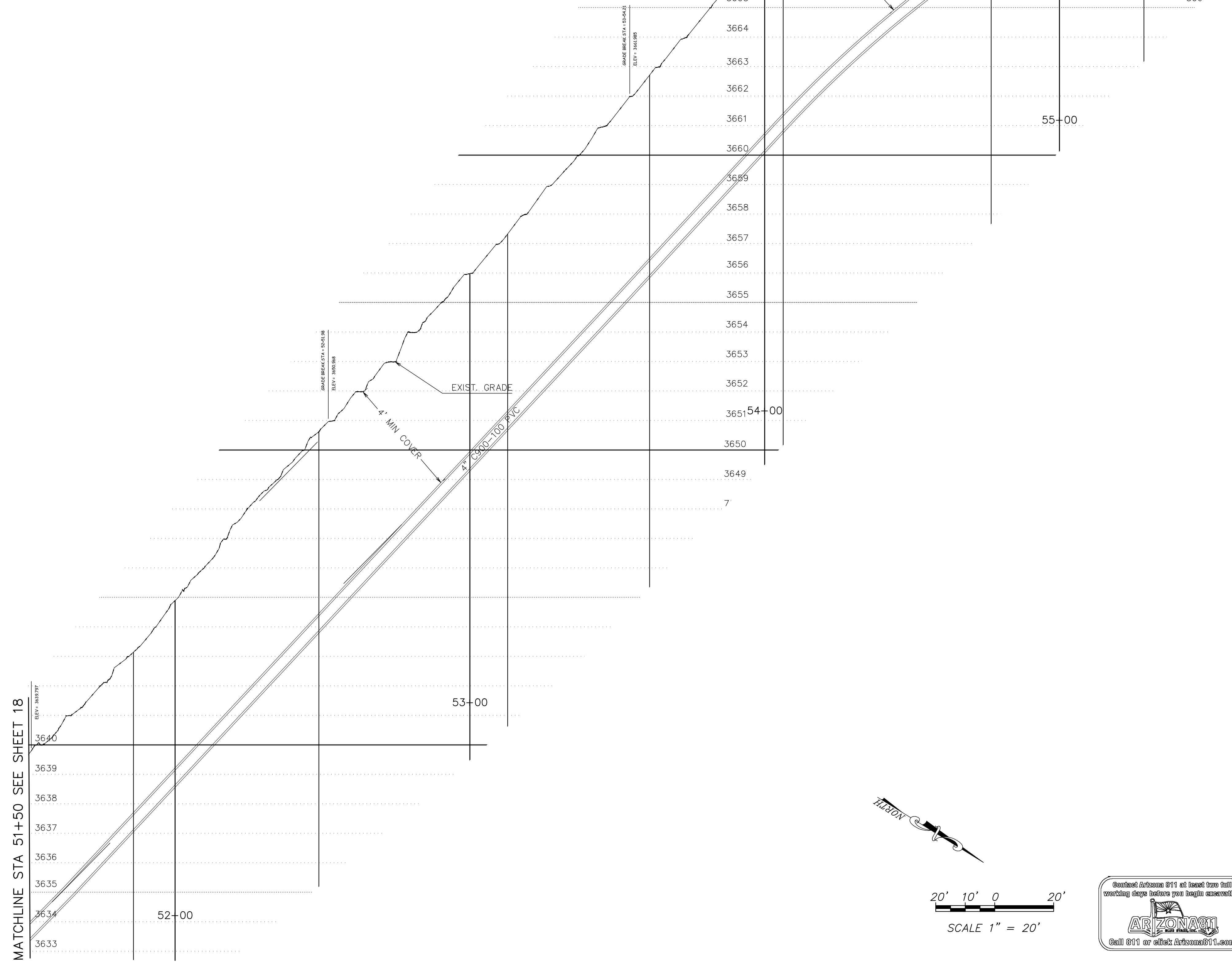
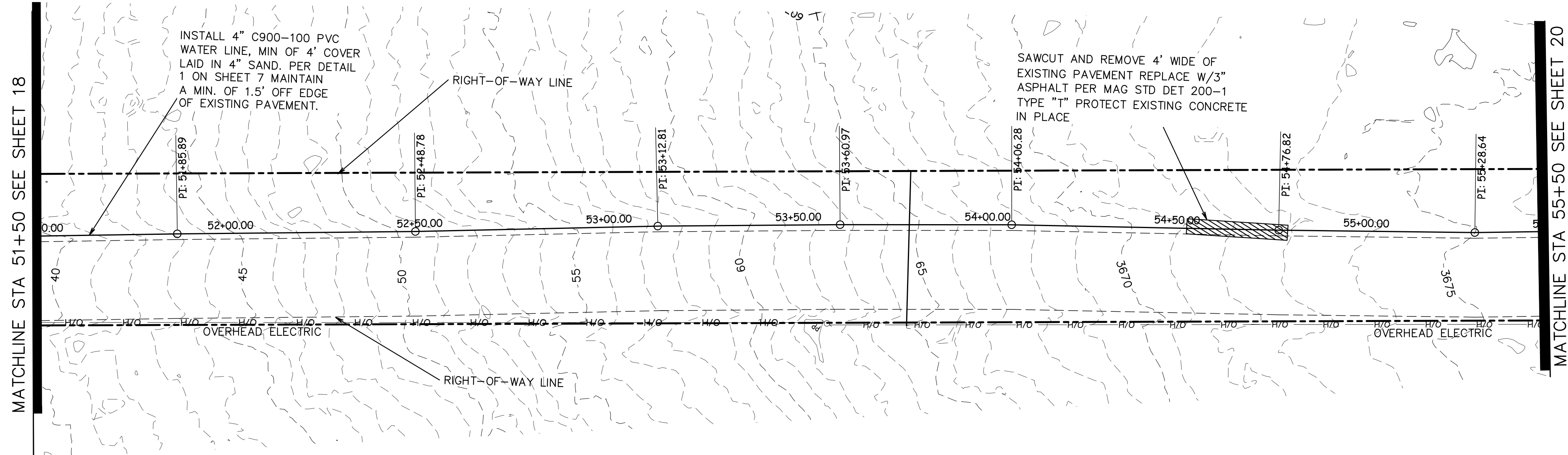
STA. 47+50 TO STA. 51+50

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SECTION:	
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RANGE:	
DATE:	12-26-2023
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SHEET:	18 OF 21

NO. DATE BY REVISION



NO.	DATE	BY	REVISION

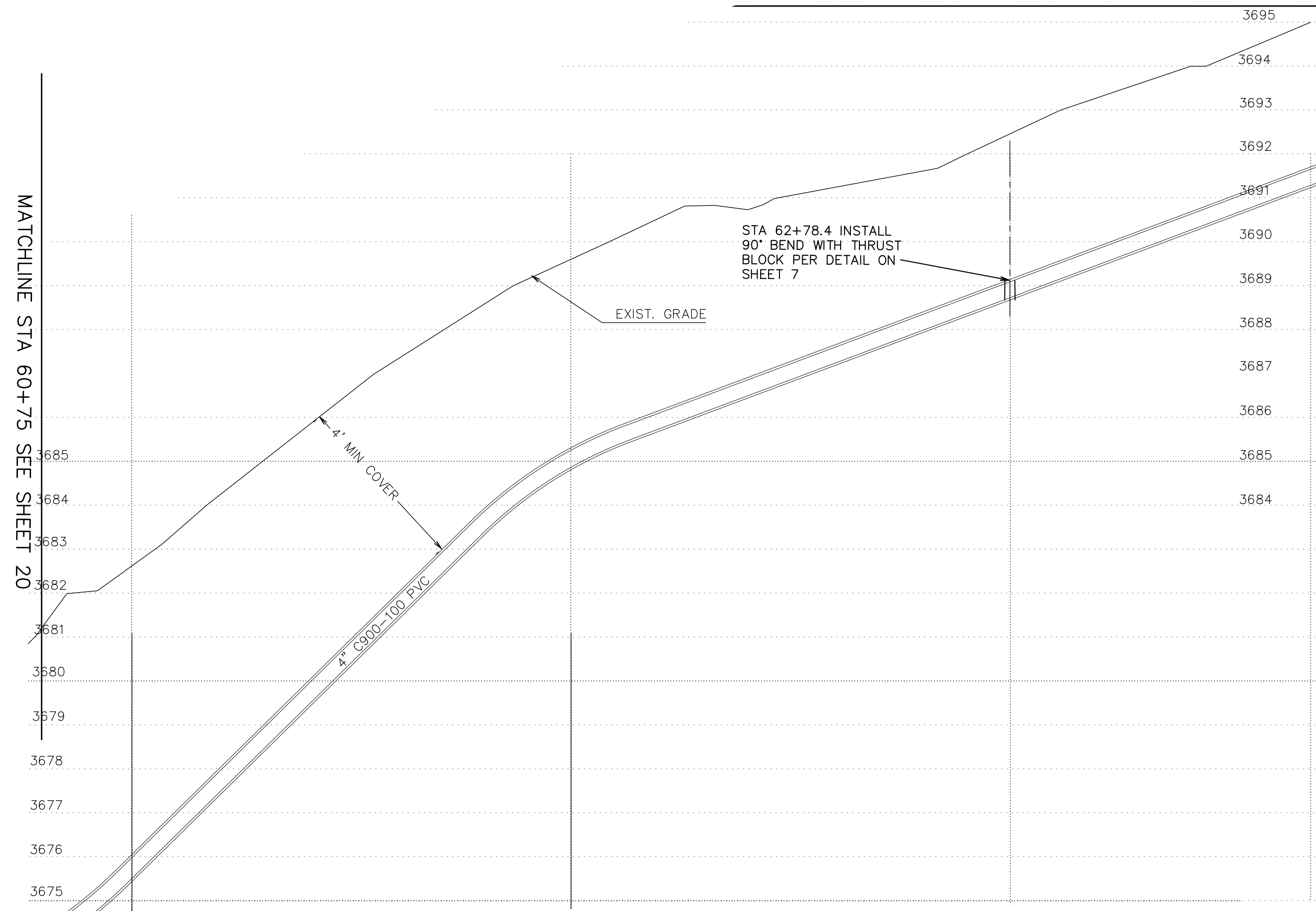
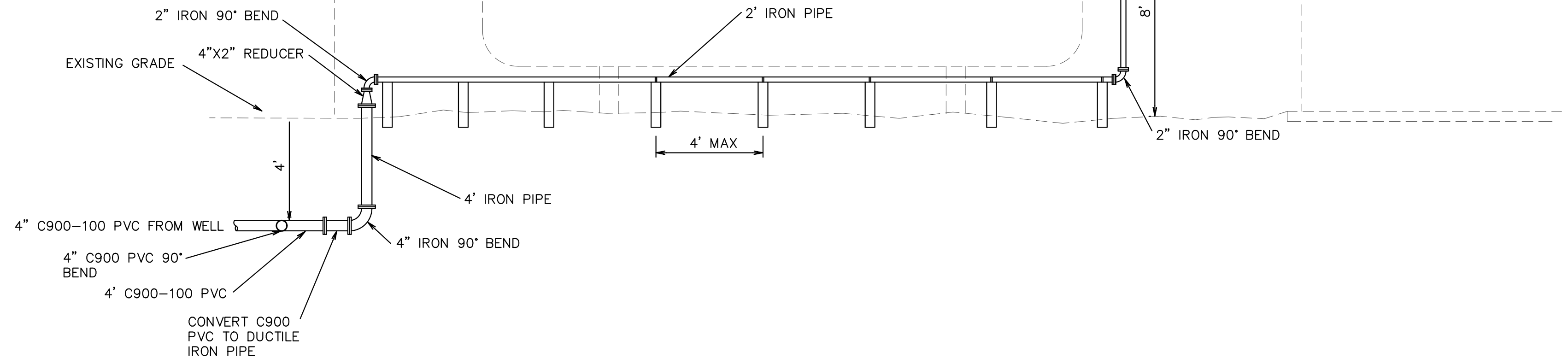
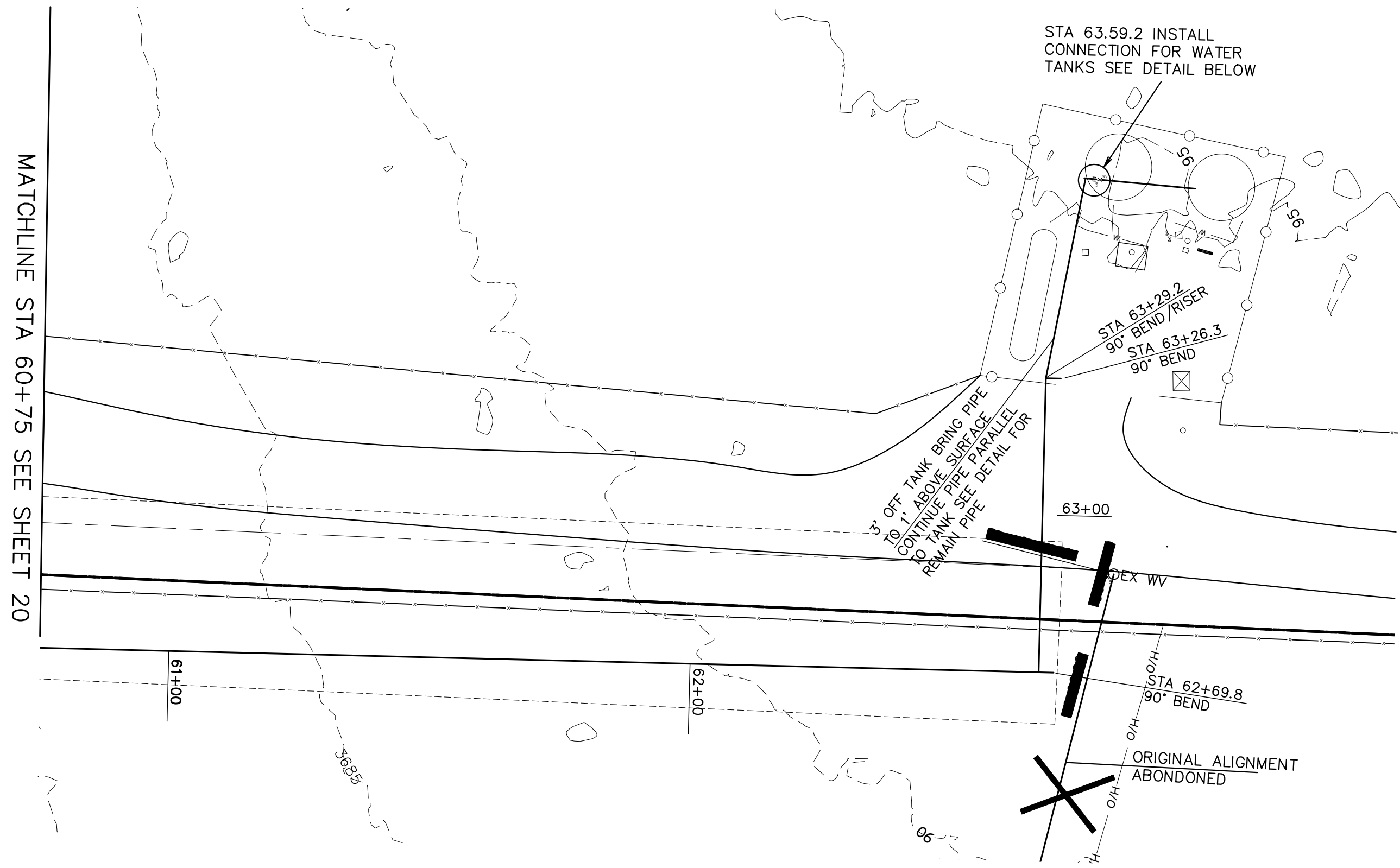
TRUJILLO TRAIL WATER LINE
 1700 W ADAMS, PHOENIX, AZ
 PLAN AND PROFILE
 STA 51+50 TO STA 55+50

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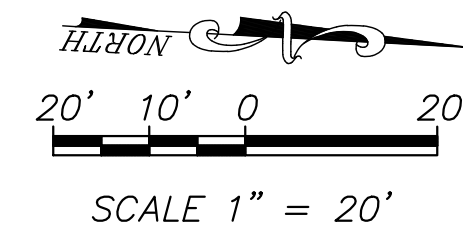
Professional Engineer Seal for Jerry D. Morrow, License No. 22622, State of Arizona, U.S.A. EXP. 3-31-2025.

SECTION:
 TOWNSHIP:
 RANGE:
 DATE: 12-26-2023
 PROJECT: P & P
 SHEET 19 OF 21

MATCHLINE STA 60+75 SEE SHEET 20



MATCHLINE STA 60+75 SEE SHEET 20



TRUJILLO TRAIL WATER LINE

1700 W ADAMS, PHOENIX, AZ
PLAN AND PROFILE
STA 55+50 TO END

1	7-23	RS	REALIGN WATER LINE ADD SHEET 21
NO.	DATE	BY	REVISION

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RANGE:	
DATE:	12-26-2023
PROJECT:	P & P
SHEET	21 OF 21