



**NOTICE OF A REGULAR MEETING OF THE TOWN COUNCIL
OF THE TOWN OF CLARKDALE
TUESDAY, JULY 8, 2025 AT 6:00 PM**

In Person: Clark Memorial Clubhouse, 19 N. Ninth St., Clarkdale AZ

OR

Join Zoom Meeting

<https://us02web.zoom.us/j/88206419646>

Meeting ID: 882 0641 9646

Unless otherwise stated, the public will have physical access to the meeting place 15 minutes prior to the meeting start time.

Town of Clarkdale Vision

The Town of Clarkdale capitalizes on our unique history, proximity to the Verde River, and small-town charm. We cultivate an environment where residents and businesses can thrive.

We sustainably enhance our infrastructure, support the arts and education, and develop recreational opportunities to create a bright future for our entire community.

PURSUANT TO A.R.S. §38-431.02, NOTICE IS HEREBY GIVEN to the members of the Common Council of the Town of Clarkdale and to the general public that the Town of Clarkdale Town Council will hold a Regular Meeting open to the public on Tuesday, July 8, 2025, at 6:00 PM in a hybrid meeting via Zoom Video Conference or in person at 19 N. Ninth Street, Clarkdale, Arizona, Clark Memorial Clubhouse, Men's Lounge. Members of the Clarkdale Common Council will attend either in person or by telephone, video or internet conferencing. Pursuant to A.R.S. §38-431.03, the Council may vote to recess the meeting and move into Executive Session on any item, which will be held immediately after the vote and will not be open to the public. Upon completion of Executive Session, the Council may resume the meeting, open to the public, to address the remaining items on the agenda.

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at www.clarkdale.az.gov and the Town Clerk's Office.

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR DISCUSSION AND POSSIBLE ACTION, UNLESS OTHERWISE NOTED.

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

The Town Council invites the public to provide comments at this time. Members of the Town Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01, action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further

consideration and decision at a later date. Persons interested in making comments on a specific agenda item are asked to complete a brief form and submit it to the Clerk or liaison during the meeting. Each speaker is asked to limit their comments to five minutes.

4. REPORTS

A. Current Events – (submitted electronically)

A brief summary of current events. The Council will not propose, discuss, deliberate, or take legal action on any matter in the summary. Reports submitted electronically:

- Mayor's Report
- Vice-Mayor's Report
- Councilmembers' Reports

B. Organizational Reports – (submitted electronically)

Reports regarding regional organizations submitted electronically:

- VVTPO – Verde Valley Transportation Planning Organization
- NACOG - Northern Arizona Council of Governments
- NAMWUA - Northern Arizona Municipal Water Users Association
- TPAC – Transportation Policy Advisory Council
- VFLC – Verde Front Leadership Council
- Sustaining Flows Committee
- Yavapai Communities for Young Children
- Vulnerable Road Users SHSP Emphasis Area Team
- NACOG Community Action Board (CAB)

5. MEMORANDUM TO COUNCIL

A. Special Event Liquor License Recommendation

Information provided by the Clarkdale Police Department regarding the approval of a Special Event Liquor License for the 11th Annual Clarktoberfest on Saturday, Oct. 4, 2025.

6. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the Town Council at a work session or during a New Business discussion. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

A. Approval of Minutes

Consider and act upon the draft minutes from the special meeting held on June 16, 2025; the draft minutes from the special meeting on June 24, 2025; and the draft minutes from the regular meeting held on June 24, 2025.

B. Ordinance #440 - Zone Change Request from Single-Family and Limited Multiple-Family (R2) to Commercial

Consider and act upon Ordinance #440, regarding a zone change request for Application No. PC-250024, APN 400-07-026F (414 Peace Garden Path, Clarkdale, AZ, a 5.37-acre lot) to change the zoning designation from Single Family and Limited

Multiple Family Residential (R2) to Commercial (C), to accommodate the establishment of an Arts and Wellness Center.

C. Ordinance #442 - Amending the Final Plat for The Crossroads at Mingus

Consider and act upon Ordinance #442, amending the final plat for The Crossroads at Mingus by combining Lots 11 and 12, and waive the statutory hearing process as provided in Chapter 12, Subdivision Regulations, Section 12-1-090 Re-subdivision of Land.

D. Personnel Budget Increase in Community Development

Consider, and act upon increasing the personnel budget in Community Development for the FY2025-2026 Budget.

7. NEW BUSINESS

A. Ordinance #441 - Amending Town Code Chapter 17 to Clarify Design Review Responsibilities

Discuss, consider and act upon Ordinance #441, amending the Town Code Chapter 17, Boards and Commissions; Article 17-5 Planning Commission; and Section 17-5-4 Design Review.

B. Ordinance #443 - Adoption of the 2025-2026 Property Tax Levy

Discuss, consider and act upon Ordinance #443, adopting a Primary Tax Levy in the amount of \$.13443 per hundred of the assessed valuation (\$.13443 per thousand of assessed valuation) for the fiscal year ending June 30, 2026.

C. FY 2025-2026 Pavement Management

Discuss, consider and act upon proposals from Cactus Asphalt for pavement preservation in an amount not to exceed \$690,000.

D. Tiffany Construction Proposal and Contract - 3rd North Sewer Project No. 223371

Discuss, consider and act upon a proposal from Tiffany Construction in the amount of \$1,863,712.73 for the 3rd North Sewer Replacement Project.

E. FY 2024-2025 Budget Transfers

Discuss, consider and act upon the budget transfers for the 2024-2025 fiscal year.

8. FUTURE AGENDA ITEMS

Town Council may propose items to be placed on a future agenda. This item is for discussion only.

9. ADJOURNMENT

Values

Values are the guiding principles that provide an organization with purpose and direction. The Town of Clarkdale's organizational values are:

COPPER

Customer focused

Open, transparent and equitable

Preserving our history, charm, and environment

Planning for a sustainable future
Economic and social resiliency
Resourceful and innovative

Mission

The Town of Clarkdale serves the community by providing amenities, infrastructure, services, and public safety to enhance quality of life. We are stewards of our history while we sustainably and resiliently plan for the future with an emphasis on community engagement and transparency.

Persons with a disability may request reasonable accommodations by contacting the Town Hall at (928) 639-2400 (TTY: 1-800-367-8939) at least 72 hours in advance of the meeting.



From the office of Mayor Prud'homme-Bauer

June 2025 Report

Regularly Held Monthly Meetings:

- Regular weekly one-on-one meetings with the Town Manager on Wednesdays.
- Agenda review meetings on Monday afternoon before the Town Council meeting.
- Host twice monthly Verde Valley Mayors/Managers Zoom meetings.
- Weekly Legislative call with LACT.

Other Meetings, Events, Emails and Phone Calls:

- Quarterly lunch with Yavapai College Leadership, Town Manager and Vice Mayor.
- Attended the joint meeting of VV Fire and CCFM districts with the Town Manager regarding Joint Powers Authority Study.
- Attended an informational session with Verde Valley Leadership on the regional emergency response dispatch study and next steps.
- Had fun driving the drink cart for the Clarkdale Golf Tournament with Council Member Jones.
- Attended the CHSM Volunteer Appreciation Dinner.
- Attended a virtual webinar on Small Budget, Big Impact: Rural Downtowns from Retail Strategies.
- Attended the semi-annual Yavapai County Mayors/Mangers meeting in Prescott with the Town Manager and Cottonwood Mayor.
- Participated in the VVCO Task Force meeting.
- Meeting with ERAU Chancellor, Cottonwood Mayor, and District 3 County Supervisor regarding airplane noise.
- Virtual participation in the LACT GAHRE Policy Committee meeting.
- Phone call from realtor regarding property in Centerville.
- Phone call with Yavapai-Apache Nation Chairwoman regarding the water settlement legislation update.
- Wrote email to Rep. Crane urging support for the Yavapai-Apache Nation water settlement legislation.

Upcoming events: Concerts in the Park and July 4th Events.



From the office of Vice Mayor Hunseder

June 2025 Report

- 06/03/25 – CDBA Meeting.
- 06/04/25 – Attended Yavapai Leadership Meeting with the Mayor and Town Manager.
- 06/14/25 – Attended Clarkdale Concert in the Park.
- 06/16/25 – Town of Clarkdale Special Council Meeting.
- 06/23/25 – One-on-one with Town Manager Guthrie.
- 06/24/25 – Town of Clarkdale Council Executive and Regular Meetings.
- 06/26/25 – NACOG Executive Committee Meeting.
- 06/25-29 – Out of State for vacation.



From the office of Council Member O'Neill

June Report

- 6-23 One-on-one with Town Manager Guthrie.
- 6-24 Executive session, Council meeting.
- 6-26 NACOG Regional Council meeting (representing Vice Mayor Hunseder).
- 6-29 Helped pick up the park following the concert.



From the office of Council Member Babbitt-Pierce

June Report

- June 16 - Town Council Meeting.
- June 23 - Meeting with Town Manager Guthrie.
- June 24 - Town Council Meeting.
- June 15 - Meeting with Clarkdale residents.
- June 27 - Greater Verde Valley Chamber of Commerce Annual Meeting.



From the office of Council Member Laura Jones

June 2025
Council Member Report

- 6/3 Met with VVAIR Members.
- 6/4 Attended Cottonwood Airport Commission Meeting.
- 6/9 Attended Sustaining Flows Council Meeting.
- 6/14 Attended and sold 50/50 raffle tickets at Concert in the Park.
- 6/16 Attended Special Council Meeting.
- 6/23 Met with Town Manger Guthrie.
Interviewed by Verde Intendent for profile.
- 6/24 Executive Session Town Council Meeting.
Town Council Meeting.
- 6/28 Attended and sold 50/50 raffle tickets at Concert in the Park.



Clarkdale Police Department

Randy S. Taylor, D.M., Chief of Police

MEMORANDUM

DATE: June 26, 2025
TO: Town Council
FROM: Randy Taylor, Police Chief
RE: Special Event Liquor License Recommendation

The following Special Event Liquor License application to the Arizona Department of Liquor Licenses and Control was reviewed and approved:

APPLICANT: Robyn C. Prud'homme-Bauer/The Clarkdale Foundation
EVENT: 11th Annual Clarktoberfest
LOCATION: 900-1000 Main Street, Clarkdale
DATE AND TIME OF EVENT: Saturday, Oct. 4, 2025, 12 p.m. to 6 p.m.
DATE OF RECOMMENDATION: June 26, 2025



Staff Report

Item Number: 6.A.

Agenda Item:

Approval of Minutes

Consider and act upon the draft minutes from the special meeting held on June 16, 2025; the draft minutes from the special meeting on June 24, 2025; and the draft minutes from the regular meeting held on June 24, 2025.

Staff Contact:

Charity Brooks, Town Clerk

Meeting Date:

July 8, 2025

Strategic Goal:

Not applicable.

Background:

Review of the draft minutes from the special meeting held on June 16, 2025; the draft minutes from the special meeting on June 24, 2025; and the draft minutes from the regular meeting held on June 24, 2025.

Budget Impact:

No budget impact.

Recommendation:

Staff recommends that the Council approve the draft minutes from the special meeting held on June 16, 2025; the draft minutes from the special meeting on June 24, 2025; and the draft minutes from the regular meeting held on June 24, 2025 and authorize the Mayor and Town Clerk to execute all documents.



**SUMMARIZED MINUTES OF A SPECIAL MEETING OF THE TOWN COUNCIL
OF THE TOWN OF CLARKDALE
MONDAY, JUNE 16, 2025 AT 12:30 PM**

(To listen to the full audio of the meeting, please visit www.clarkdale.az.gov – agendas & minutes)

Members Present: Mayor Prud'homme-Bauer, Vice Mayor Debbie Hunseder, and Council Members, Marney Babbitt-Pierce, and Laura Jones

Member Absent: Council Member Lisa O'Neill

Other Municipal Officials Present: Susan Guthrie, Town Manager; Charity Brooks, Town Clerk; D.K. Green, Grants Manager

Zoom: One member of the public was present.

Audience: Approximately four members of the public were present.

1. CALL TO ORDER - *Mayor Prud'homme-Bauer called the meeting to order at 12:30 p.m.*

2. ROLL CALL – *Present: Mayor Prud'homme-Bauer, Vice Mayor Hunseder, Council Members Babbitt-Pierce and Jones. Absent: Council Member O'Neill.*

3. PUBLIC COMMENT
No public comment.

4. NEW BUSINESS

A. Resolution #1736 - Grant Application to the AZ SMART Fund for Design of the Luke Lane & Broadway Street Improvement Project

Discuss, consider, and act upon a request by staff to approve Resolution #1736 regarding a grant application to the Arizona SMART Grant Fund, for the design of the Luke Lane & Broadway Improvement Project, from the original amount of "up to \$1 million" to the new amount of \$1,328,821 for the design of the Luke Lane/Broadway Street Project to add pavement, sidewalks, bike lanes, curb and gutter, etc. to the Luke Lane Industrial Area, including the completion of multi-modal connectivity to Patio Park.

Action: Approve Resolution #1736 regarding a grant application to the Arizona SMART Grant Fund, for the design of the Luke Lane & Broadway Improvement Project, from the original amount of "up to \$1 million" to the new amount of \$1,328,821 for the design of the Luke Lane/Broadway Street Project to add pavement, sidewalks, bike lanes, curb and gutter, etc. to the Luke Lane Industrial Area, including the completion of multi-modal connectivity to Patio Park and

authorize the Mayor and Town Clerk to execute all documents:

Motion: Vice Mayor Hunseder

Second: Council Member Jones

Vote: Approved 4-0

Voting Member	Aye/Nay
Mayor Robyn Prud'homme-Bauer	Aye
Vice Mayor Debbie Hunseder	Aye
Council Member Lisa O'Neill	Absent
Council Member Marney Babbitt-Pierce	Aye
Council Member Laura Jones	Aye

5. FUTURE AGENDA ITEMS

Town Council did not propose items to be placed on a future agenda.

6. ADJOURNMENT

Action: Motion to Adjourn:

Motion: Vice Mayor Hunseder

Second: Council Member Jones

Vote: Approved 4-0

Voting Member	Aye/Nay
Mayor Robyn Prud'homme-Bauer	Aye
Vice Mayor Debbie Hunseder	Aye
Council Member Lisa O'Neill	Absent
Council Member Marney Babbitt-Pierce	Aye
Council Member Laura Jones	Aye

Mayor Prud'homme-Bauer adjourned the meeting without objection at 12:45 p.m.

APPROVED:

ATTESTED/SUBMITTED:

Robyn Prud'homme-Bauer, Mayor

Charity Brooks, Town Clerk

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of the Town of Clarkdale, Arizona held on the 16th day of June 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Date approved by Town Council: July 8, 2025

Charity Brooks, Town Clerk



**SUMMARIZED MINUTES OF A SPECIAL MEETING OF THE TOWN COUNCIL
OF THE TOWN OF CLARKDALE
TUESDAY, JUNE 24, 2025 AT 2:00 PM**

(To listen to the full audio of the meeting, please visit www.clarkdale.az.gov – agendas & minutes)

Members Present: Mayor Prud'homme-Bauer, Vice Mayor Debbie Hunseder, and Council Members, Lisa O'Neill, Marney Babbitt-Pierce, and Laura Jones

Other Municipal Officials Present: Susan Guthrie, Town Manager; Charity Brooks, Town Clerk; Town Attorney, Stephen Polk; Parks and Recreation Director, Joni Westcott; and Ruth Mayday, Assistant Town Manager

Zoom: Stephen Polk, Town Attorney, was present on Zoom.

Audience: No members of the public were present.

1. **CALL TO ORDER** - *Mayor Prud'homme-Bauer called the meeting to order at 2:01 p.m.*
2. **ROLL CALL** – *All members present.*
3. **POSSIBLE VOTE TO ENTER EXECUTIVE SESSION** - The Council may vote to discuss the following matters in executive session pursuant to A.R.S. § 38-431.03 (A)(3) discussion or consultation for legal advice with the attorney or attorneys of the public body and/or A.R.S. § 38-431.03 (A)(7) discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.

A. Mountain Gate Trails

B. Town Owned Property Adjacent to Benatz Trail

Action: Motion to enter executive session:

Motion: Council Member Babbitt-Pierce

Second: Vice Mayor Hunseder

Vote: Approved 5-0

Voting Member	Aye/Nay
Mayor Robyn Prud'homme-Bauer	Aye
Vice Mayor Debbie Hunseder	Aye

Council Member Lisa O'Neill	Aye
Council Member Marney Babbitt-Pierce	Aye
Council Member Laura Jones	Aye

4. RESUMPTION OF REGULAR MEETING - *Immediately following the executive session, the Council resumed public session at 2:58 p.m.*

No action was taken on either item.

5. ADJOURNMENT

Action: Motion to Adjourn:

Motion: Vice Mayor Hunseder

Second: Council Member Jones

Vote: Approved 5-0

Voting Member	Aye/Nay
Mayor Robyn Prud'homme-Bauer	Aye
Vice Mayor Debbie Hunseder	Aye
Council Member Lisa O'Neill	Aye
Council Member Marney Babbitt-Pierce	Aye
Council Member Laura Jones	Aye

Mayor Prud'homme-Bauer adjourned the meeting without objection at 2:59 p.m.

APPROVED:

ATTESTED/SUBMITTED:

Robyn Prud'homme-Bauer, Mayor

Charity Brooks, Town Clerk

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of the Town of Clarkdale, Arizona held on the 24th day of June 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Date approved by Town Council: July 8, 2025

Charity Brooks, Town Clerk



**SUMMARIZED MINUTES OF A REGULAR MEETING OF THE TOWN COUNCIL
OF THE TOWN OF CLARKDALE
TUESDAY, JUNE 24, 2025 AT 3:00 PM**

(To listen to the full audio of the meeting, please visit www.clarkdale.az.gov – agendas & minutes)

Members Present: Mayor Prud'homme-Bauer, Vice Mayor Debbie Hunseder, and Council Members, Lisa O'Neill, Marney Babbitt-Pierce, and Laura Jones

Other Municipal Officials Present: Susan Guthrie, Town Manager; Charity Brooks, Town Clerk; Joni Westcott, Parks and Recreation Director; D.K. Green, Grants Manager; Ruth Mayday, Assistant Town Manager; Brittney Earles, Finance Manager; Chell Smart, Parks and Recreation Assistant Manager and Town PIO; Randy Taylor, Police Chief

Zoom: Two members of the public were present.

Audience: Approximately 18 members of the public were present.

1. CALL TO ORDER - *Mayor Prud'homme-Bauer called the meeting to order at 3 p.m.*

2. ROLL CALL – *All members present.*

3. PUBLIC COMMENT

Austin Jackson – Clarkdale resident. Feels historic integrity in Clarkdale is important. Does not want to see LED lights throughout Clarkdale. Suggests that the Town research 'soft' LED lights or other lighting.

Wendy Jackson – Clarkdale resident. States that neighbors are unhappy with new lighting in Selna Mongini park and the colors of the new park structures.

Jim Midkiff – Pool contractor. Would like the Town to consider changing pool setbacks to 5' as opposed to 10'.

4. REPORTS

A. Current Events – (submitted electronically)

A brief summary of current events. The Council will not propose, discuss, deliberate, or take legal action on any matter in the summary. Reports submitted electronically:

- Mayor's Report
- Vice-Mayor's Report

- Councilmembers' Reports

5. REPORTS

Departmental Reports (submitted with Council packet) –
Summary of written reports from Town Departments and other agencies:

- Building Permit Report
- Grants Report
- Magistrate Court Report
- Parks and Recreation Report
- Police Department Report
- Verde Valley Humane Society
- Water and Wastewater Report
- Finance Report

6. REPORTS

A. Organizational Reports – (submitted electronically)

- VTPO – Verde Valley Transportation Planning Organization
Meet next week. Group is working on a new format.
- NACOG - Northern Arizona Council of Governments
Meeting on Thursday.
- NAMWUA - Northern Arizona Municipal Water Users Association
Attended the Water Utility Leadership Forum.
- TPAC – Transportation Policy Advisory Council
Will share minutes when available.
- VFLC – Verde Front Leadership Council
Next meeting on July 30.
- Sustaining Flows Committee
Friends of the Verde River received a grant for \$150,000.
- Yavapai Communities for Young Children
Met in May. Working on second project.
- Vulnerable Road Users SHSP Emphasis Area Team
No meeting.
- NACOG Community Action Board (CAB)
No meeting. Shared Community Needs Assessment with the Council.

7. CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the Town Council at a work session or during a New Business discussion. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

Clerk Note: Item C pulled from consent by Council Member Jones for further discussion.

A. Approval of Minutes

Consider and act upon the draft minutes from the regular meeting held on May 27, 2025.

B. Emergency Dispatch Services Agreement

Consider and act upon an Emergency Dispatch Services Agreement with the City of Cottonwood.

C. Ordinance #439 - Implementing SB1182, Construction Hours Preemption

Consider and act upon Ordinance #439, amending Clarkdale's Town Code to align with the provisions of SB1182, Construction Hours Preemption.

Item pulled by Council Member Jones for further discussion to clarify the time frames for construction.

Action: Approve Ordinance #439, amending Clarkdale's Town Code to align with the provisions of SB1182, Construction Hours Preemption with year-round weekday hours of 5 a.m. to 7 p.m. and Saturday and Sunday hours from 7 a.m. to 7 p.m. Concrete pour can begin at 4 a.m. during the weekday and authorize the Mayor, Town Attorney and Town Clerk to execute all documents.

Motion: Council Member Jones

Second: Council Member O'Neill

Vote: Approved 5-0

Voting Member	Aye/Nay
Mayor Robyn Prud'homme-Bauer	Aye
Vice Mayor Debbie Hunseder	Aye
Council Member Lisa O'Neill	Aye
Council Member Marney Babbitt-Pierce	Aye
Council Member Laura Jones	Aye

D. Friends of Clark Memorial Library Annual Facility Use Agreement

Consider and act upon the 2025-2026 Facility Use Agreement for the use of Town facilities by the Friends of Clark Memorial Library.

E. Clarkdale Historical Society and Museum Facility Use Agreement

Consider and act upon the 2025-2026 Facility Use Agreement for the use of Town facilities by the Clarkdale Historical Society and Museum.

F. Mingus Gem and Mineral Club, Inc. Facility Use Agreement

Consider and act upon the 2025-2026 Facility Use Agreement for the use of Town facilities by Mingus Gem and Mineral Club, Inc.

G. Made in Clarkdale, Inc. Facility Use Agreement

Consider and act upon the 2025-2026 Facility Use Agreement for the use of Town facilities by Made in Clarkdale, Inc.

Action: Approve consent agenda items A, B, D, E, F and G as presented:

Motion: Council Member O'Neill

Second: Council Member Babbitt-Pierce

Vote: Approved 5-0

Voting Member	Aye/Nay
Mayor Robyn Prud'homme-Bauer	Aye
Vice Mayor Debbie Hunseder	Aye
Council Member Lisa O'Neill	Aye
Council Member Marney Babbitt-Pierce	Aye
Council Member Laura Jones	Aye

8. NEW BUSINESS

A. Clarkdale-Jerome School District 6th Grade Art Contest Winners

The Council recognized the winners of the Clarkdale-Jerome School District 6th Grade Art Contest - "Hopes and Housing."

B. PUBLIC HEARING - Resolution #1737 - Truth in Taxation - Setting Forth the Intent to Raise the Property Tax Levy

The Council held a Public Hearing to take public comment regarding Resolution #1737, setting forth the Town's intent to levy primary property taxes in the amount of \$.13443 per hundred of assessed valuation (\$1.3443 per thousand of assessed valuation.)

Town Manager Susan Guthrie gave a presentation on Truth in Taxation and the final budget.

There were no public comments.

C. Resolution #1737 - Truth in Taxation - Setting Forth the Intent to Raise the Property Tax Levy

Consider and act upon Resolution #1737, setting forth the Town's intent to levy primary property taxes in the amount of \$.13443 per hundred of assessed valuation (\$1.3443 per thousand of assessed valuation.)

Action: Approve Resolution #1737 with a roll-call vote, setting forth the Town's intent to levy primary property taxes in the amount of \$.13443 per hundred of assessed valuation (\$1.3443 per thousand of assessed valuation.) and authorize the Mayor and Town Clerk to execute all documents:

Motion: Council Member Babbitt-Pierce

Second: Vice Mayor Hunseder

Vote: Approved 5-0

Voting Member – Roll Call Vote	Aye/Nay
Mayor Robyn Prud’homme-Bauer	Aye
Vice Mayor Debbie Hunseder	Aye
Council Member Lisa O’Neill	Aye
Council Member Marney Babbitt-Pierce	Aye
Council Member Laura Jones	Aye

D. PUBLIC HEARING - Resolution #1738 - Fiscal Year 2025-2026 Final Budget Adoption

The Council will hold a public hearing to take comments from the public regarding Resolution #1738, adopting the Final Budget in the amount of \$47,384,536 for the fiscal year ending June 30, 2026, per A.R.S. 42-17105 (A) as published.

Public Hearing:

Allen Spence – Clarkdale resident. Asked 'how do we know that we get all sales tax that is due?'

Town Manager Susan Guthrie stated that the Town can cross reference their information with the State.

9. ADJOURNMENT TO SPECIAL MEETING FOR BUDGET ADOPTION ACTION

Mayor Prud’homme-Bauer temporarily adjourned the regular meeting and called the special meeting to order at 4:14 p.m.

A. Resolution #1738 - Fiscal Year 2025-2026 Final Budget Adoption

Discuss, consider and act upon Resolution #1738, adopting the Final Budget in the amount of \$47,384,536 for the fiscal year ending June 30, 2026, per A.R.S. 42-17105 (A) as published.

Action: Approve Resolution #1738, adopting the Final Budget in the amount of \$47,384,536 for the fiscal year ending June 30, 2026, per A.R.S. 42-17105 (A) as published and authorize the Mayor and Town Clerk to execute all documents:

Motion: Council Member Jones

Second: Vice Mayor Hunseder

Vote: Approved 5-0

Voting Member	Aye/Nay
Mayor Robyn Prud’homme-Bauer	Aye
Vice Mayor Debbie Hunseder	Aye
Council Member Lisa O’Neill	Aye
Council Member Marney Babbitt-Pierce	Aye

Council Member Laura Jones	Aye
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Mayor Prud'homme-Bauer adjourned the special meeting without objection at 4:20 p.m.

10. RESUMPTION OF REGULAR MEETING - Immediately following the Special Meeting, the Council will resume the Regular Meeting.

Mayor Prud'homme-Bauer resumed the regular meeting at 4:20 p.m.

A. Resolution #1739 - One Big Beautiful Bill Act

Discuss, consider and act upon Resolution #1739, opposing the disposal of Bureau of Land Management and National Forest System Lands included in the proposed One Big Beautiful Act Bill.

Action: Approve Resolution #1739, opposing the disposal of Bureau of Land Management and National Forest System Lands and authorize the Mayor and Town Clerk to execute all documents:

Motion: Council Member Babbitt-Pierce

Second: Council Member O'Neill

Vote: Approved 5-0

Voting Member	Aye/Nay
Mayor Robyn Prud'homme-Bauer	Aye
Vice Mayor Debbie Hunseder	Aye
Council Member Lisa O'Neill	Aye
Council Member Marney Babbitt-Pierce	Aye
Council Member Laura Jones	Aye

11. FUTURE AGENDA ITEMS

Town Council did not propose items to be placed on a future agenda.

12. ADJOURNMENT

Action: Motion to Adjourn:

Motion: Council Member Babbitt-Pierce

Second: Council Member O'Neill

Vote: Approved 5-0

Voting Member	Aye/Nay
Mayor Robyn Prud'homme-Bauer	Aye
Vice Mayor Debbie Hunseder	Aye

Council Member Lisa O'Neill	Aye
Council Member Marney Babbitt-Pierce	Aye
Council Member Laura Jones	Aye

Mayor Prud'homme-Bauer adjourned the meeting without objection at 4:32 p.m.

APPROVED:

ATTESTED/SUBMITTED:

Robyn Prud'homme-Bauer, Mayor

Charity Brooks, Town Clerk

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the Town Council of the Town of Clarkdale, Arizona held on the 24th day of June 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Date approved by Town Council: July 8, 2025

Charity Brooks, Town Clerk



Staff Report

Item Number: 6.B.

Agenda Item:**Ordinance #440 - Zone Change Request from Single-Family and Limited Multiple-Family (R2) to Commercial**

Consider and act upon Ordinance #440, regarding a zone change request for Application No. PC-250024, APN 400-07-026F (414 Peace Garden Path, Clarkdale, AZ, a 5.37-acre lot) to change the zoning designation from Single Family and Limited Multiple Family Residential (R2) to Commercial (C), to accommodate the establishment of an Arts and Wellness Center.

Staff Contact:

Britania Esparza, Associate Planner

Meeting Date:

July 8, 2025

Strategic Goal:

This agenda item supports the following Clarkdale Strategic Goal Area:

- Goal Area 1 - Enhance the quality of life for residents, businesses and visitors to Clarkdale.
- Goal Area 3 - Strengthen and diversify our economy through cultivating a business-friendly climate for business attraction and strategically capitalizing upon tourism.

Background:

An application for a zone change has been submitted by Two Moons LLC to facilitate the establishment of an Arts and Wellness Center at the property located at 414 Peace Garden Path, Clarkdale, AZ (APN 400-07-026F). The proposed center will offer community classes, provide a teaching and meeting space, and feature a limited number of casitas to accommodate guests. Currently zoned as Single Family and Limited Multiple Family Residential (R2), the site does not support the business model of a wellness spa or artist retreat. Therefore, the applicant is requesting a zone change to Commercial (C), which would allow for uses such as artist studios (Section 3-100-2 of the Zoning Code), day spas, and other personal service businesses of a similar nature (Section 3-100-17).

This proposed rezone aligns with the General Plan's Land Use Designation of Neighborhood Commercial, which focuses on minimizing traffic impacts while accommodating the business needs of residents and surrounding areas. The Broadway corridor surrounding the property already includes several tourist and community-oriented businesses, supporting the appropriateness of the proposed use in this location. Additionally, the site's proximity to key regional

attractions, including Tuzigoot National Park, Taawaki Inn, Rain Spirit RV Resort, and the Verde Canyon Railroad, enhances its potential to serve as a destination for visitors. Tuzigoot National Park attracts more than 95,000 visitors annually, while the Verde Canyon Railroad draws more than 100,000 visitors each year. The site is also just 0.11 miles from the Verde River, further positioning it within a growing tourism corridor along South Broadway Street.

Penumbra, located on the former site of Asis Massage School, previously held a Conditional Use Permit (CUP) for the school, which was abandoned in 2022. A CUP is a zoning exception that allows a property owner to use their land in ways that deviate from standard zoning regulations under specific conditions. The CUP was abandoned because the new owners found that the permit did not align with their business plans. While there may be concerns about "spot zoning" due to the General Plan's current designation of Neighborhood Commercial, the proposed rezone aligns with the broader goals for this area and would fall within the intended scope of the Neighborhood Commercial Land Use Designation.

Regarding the current zoning potential build-out, the 5.37-acre site could accommodate up to 12 four-plexes or 48 dwelling units, based on square footage and 40% lot coverage allotment (not factoring in limitations related to buildable land). While the proposed rezone for the wellness and arts retreat would require a change to its zoning classification, it is projected to have less of an environmental, infrastructural and community impact than the existing zoning, which allows for a higher density of development. The proposed use is projected to be more compatible with the site's current and future context, while also aligning with the evolving commercial and tourism-driven landscape of the area.

Section 13-020 Procedure for Amendments of the Zoning Code outlines specific items for review that are addressed below:

1. Conformance with the Clarkdale General Plan, specifically the Land Use Element:
 - The proposed amendment aligns with the Clarkdale General Plan, as the site is designated as Neighborhood Commercial.
2. Conformance with a Focus Area Plan (Broadway Focus Area Plan - 2018):
 - In conformance with Focus Area Plan in place for the site.
3. Provision of Buffering to Adjacent Land Uses:
 1. The wellness retreat proposal includes thoughtful landscape design, lighting, and buffering elements to create a serene and peaceful environment for guests while ensuring compatibility with adjacent land uses.
4. Mitigation of Traffic Impact:
 - The requested zoning change will facilitate a lower-density development, which will result in a reduced traffic impact compared to the current by-right zoning allowances.
5. Mitigation of Noise Impact on Surrounding Properties:

- The proposal includes measures to address noise concerns, ensuring a quieter environment that enhances the guest experience and minimizes any potential impact on surrounding properties.
- 6. Conformance to Existing Zoning Regulations:
 - The proposed development will comply with all relevant zoning regulations, including the Outdoor Lighting Code and Landscape Design Standards.
- 7. Provision of Community Benefits
 - Tourism Opportunity: The project adds a potential new element to the Town's tourism portfolio.
 - Improvement to Public Right-of-Way: No improvements to the public right-of-way are necessary for this project.
 - Installation of Utility Infrastructure: Installation of utilities will occur as necessary to serve the project.
 - Improvement of Public Space: The site benefits from immediate access to pedestrian and bike-friendly paths, connections to walking trails, and is located just minutes from downtown.
- 8. Protection of Open Spaces: No open spaces will be affected by this project.

A Neighborhood Meeting was held on March 5, 2025, at the Clark Memorial Club House with about six residents in attendance. Those in attendance understood current and proposed uses and the impact on their own residences.

In conclusion, the proposed rezone would support a business model that complements the growing tourism economy and serves the needs of the community, with less intensive impacts than the potential build-out allowed under the current zoning.

The Planning Commission heard this proposal on April 15, 2025, and approved the application with a recommendation for Town Council to do the same. Following the hearing, staff waited for any written protests from neighboring properties and thus far none had been received. The time allotted for citizens to file a written protest as determined by the Zoning Code has expired.

The Town Council unanimously approved Zone Change Application No. PC-250024 on April 8, 2025. Following that approval, staff completed the required process to prepare and legally review the final ordinance, Ordinance #439, along with the land survey and legal description and are now presenting it to the Council for consent.

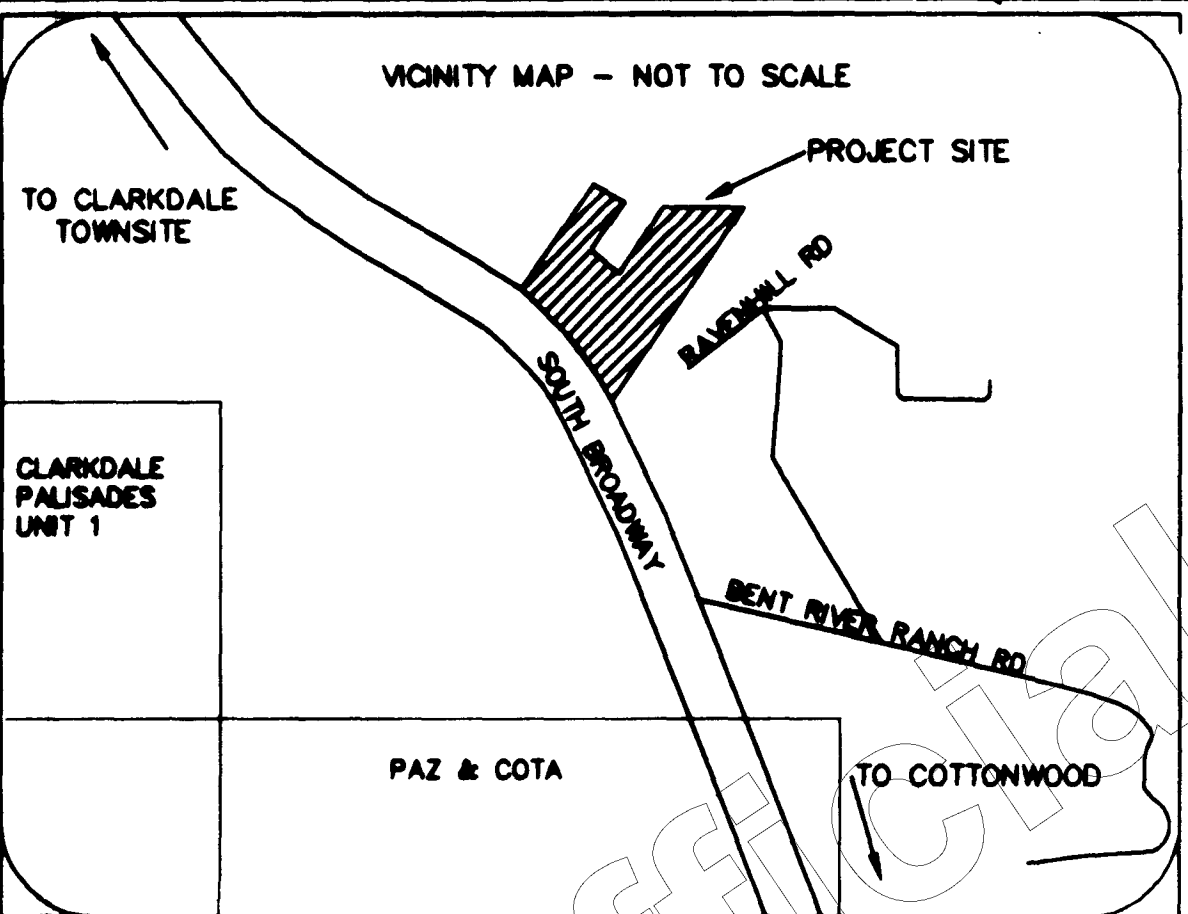
Budget Impact: No budget impact.

Recommendation: Staff recommends that the Council approve Ordinance #440, regarding a zone change request for Application No. PC-250024, APN 400-07-026F (414 Peace Garden Path, Clarkdale, AZ, a 5.37-acre lot) to change the zoning designation

from Single Family and Limited Multiple Family Residential (R2) to Commercial (C), to accommodate the establishment of an Arts and Wellness Center and authorize the Mayor, Town Attorney and Town Clerk to execute all documents.

Exhibit A

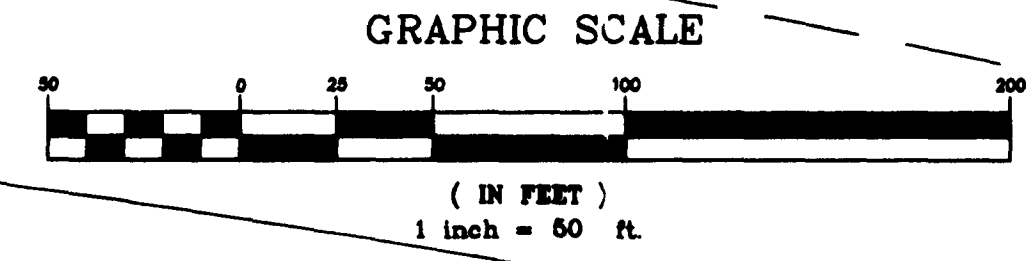
Parcel 2, RECORD OF SURVEY, recorded in Book 178 of Surveys, Page 12, records of Yavapai County, Arizona being a portion of the Southwest quarter of Section 21, Township 16 North, Range 3 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.



MINOR LAND DIVISION MAP **L.S. 178/12**
FOR JOSEPH J. AND JAMIE M. RONGO IN THE TOWN OF CLARKDALE
OF A PARCEL OF LAND AS SHOWN ON A RECORD OF SURVEY RECORDED IN BOOK 88 OF LAND SURVEYS, PAGE 25 YAVAPAI COUNTY RECORDER'S OFFICE
LOCATED IN THE SOUTHWEST 1/4 OF SECTION 21, T16N, R3E, G&SRM, YAVAPAI COUNTY, ARIZONA
ASSESSOR'S PARCEL NO.S 400-07-026A & 400-07-026C

OWNER
JOSEPH J. AND JAMIE M. RONGO
501 PEACE GARDEN PATH
CLARKDALE, ARIZONA 86324
928-634-8972

400-07-004C
STATE PARKS BOARD



- *** LEGEND ***
- - FOUND 5/8" REBAR W/PLASTIC CAP STAMPED "COR_STONE LS 32224"
 - ⊕ - FOUND GLO BRASS CAP STAMPED "1940"
 - - CALCULATED POSITION NOTHING FOUND OR SET
 - - FOUND 1 INCH O.D. PIPE WITH NO IDENTIFICATION
 - ⊙ - FOUND 1/2" REBAR W/PLASTIC CAP STAMPED "JU&A LS 4491"
 - ◇ - FOUND RAILROAD RAIL HIGHWAY RIGHT OF WAY MONUMENT (TO OLD TO READ)
 - - FOUND 1/2 INCH REBAR WITH NO IDENTIFICATION
 - - FOUND 5/8 INCH SMOOTH ROD WITH NO IDENTIFICATION
 - - FOUND 1/2 INCH REBAR W/PLASTIC CAP STAMPED "LANDMARK LS 14184"
 - ⊙ - FOUND 1/2" REBAR W/PLASTIC CAP STAMPED "MINGUS LS 5541"
 - ⊙ - FOUND 1/2 INCH REBAR W/ALUMINUM TAG STAMPED "LS 32224"
 - ⊙ - FOUND 3/8" REBAR WITH NO IDENTIFICATION
 - ⊙ - FOUND 3/8" PIPE W/BRASS TOP
 - - SET 1/2" REBAR W/PLASTIC CAP STAMPED "LS 33873"
 - ⊕ - TELEPHONE JUNCTION BOX
 - ⊕ - 3 GAS METERS
 - ⊕ - INGROUND TELEPHONE BOX
 - EP - EDGE OF PAVEMENT
 - x - BARB WIRE FENCE
 - R - DOCUMENT RECORDED IN BOOK 88, L.S., PAGE 25 Y.C.R.O.
 - O.R. - OFFICIAL RECORDS
 - L.S. - LAND SURVEY
 - Y.C.R.O. - YAVAPAI COUNTY RECORDER'S OFFICE
 - XXXX/YYY - DOCUMENT RECORDED IN BOOK XXXX, O.R., PAGE YYY Y.C.R.O.
- - BUILDING
- PAVED DRIVE
- GRAVEL ROAD

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHD BEARING
C1	149.68	1531.79	5°35'55"	149.62	N31°07'54"W
C2	311.67	1531.79	11°39'28"	311.13	N39°32'54"W
C3	70.75	1531.79	2°38'47"	70.75	N46°42'02"W
C4	84.30	1531.79	3°09'12"	84.29	N49°32'06"W
C5	491.67	1531.79	18°23'26"	489.56	N37°21'37"W
C6	44.78	50.00	51°18'51"	43.30	N09°54'25"E
C7	246.65	50.00	282°38'24"	62.50	N54°25'49"W
C8	44.78	50.00	51°18'51"	43.30	S61°13'58"W

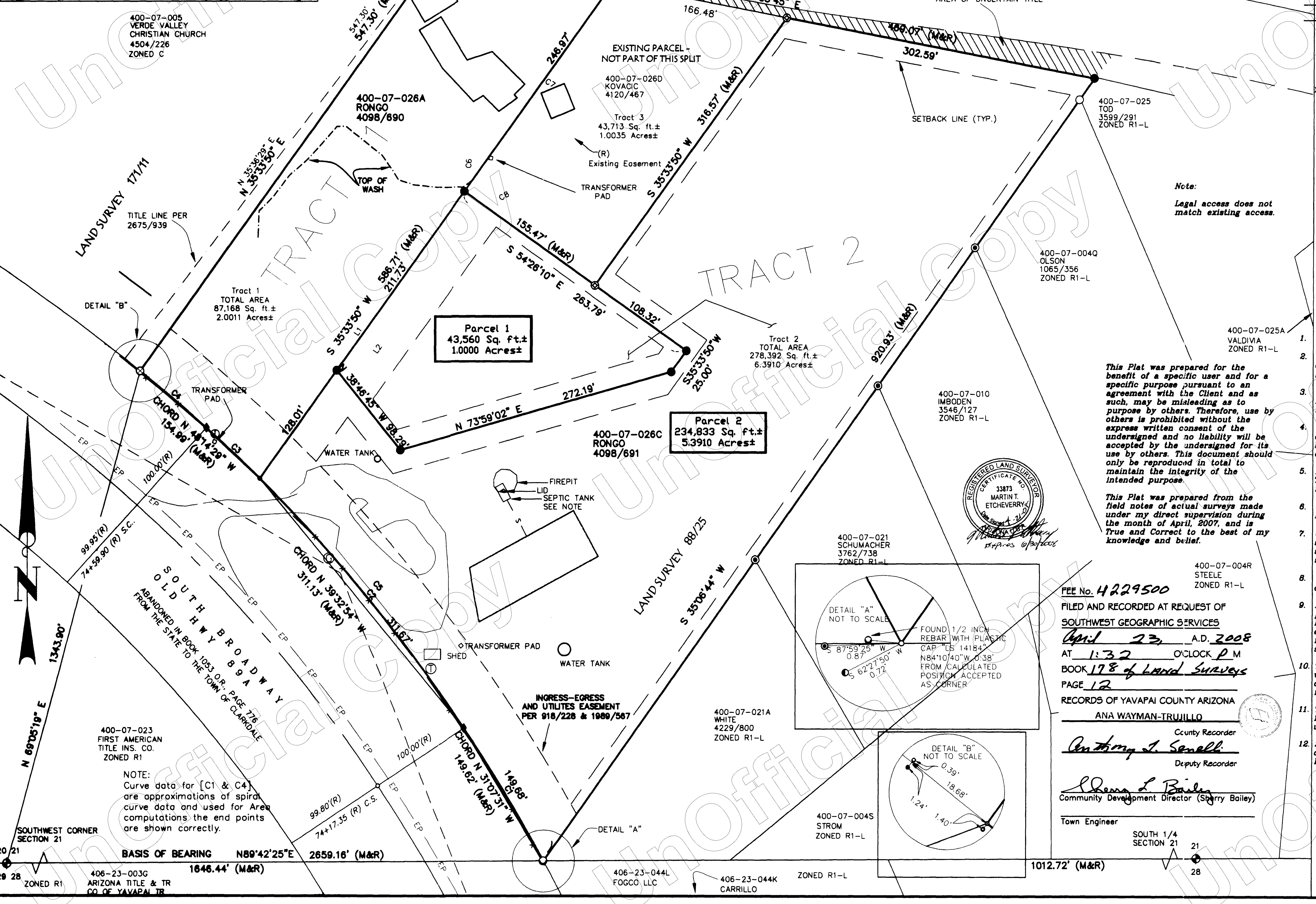
LINE TABLE		
LINE	LENGTH	BEARING
L1	339.74	N35°33'50"E
L2	343.97	N35°33'50"E

- **Notes****
- Record dimensions are italicized.
 - This plat represents the Surveyor's best effort to create conforming parcels and does not guarantee that all conditions and requirements that are out of the Surveyor's scope of expertise are met.
 - This map was based upon a recorded map prepared by CORNERSTONE SURVEYING & ENGINEERING, INC., recorded in Book 88 Page 25 of Land Surveys, Yavapai County, Arizona, Stamp dated: July 2, 2003 R.L.S. - Stan Dickey R.L.S. # 32224
 - This Survey was performed using documents provided by the Client. 10. All easements which appear in schedule "B" of Title Commitment #06002831 JIC, issued by Stewart Title Guaranty Company, and dated 21-October-2003 are shown hereon, except for an electric line easement recorded in book 170 of Deeds, Page 308.
 - No research was performed to verify ownership, easements or encumbrances. Therefore a title search and or consulting a title company representative is recommended.
 - Owner/Grantee of Record per documents recorded in Book 4098, of Official Records, Pages 890 & 891, Y.C.R.O.: Joseph J. & Jamie M. Rongo
 - Clarkdale zoning: R2 Minimum Front & Rear Yard 20' Minimum side yard 8' for single family dwelling & single story multi-unit structures, 10 ft for multi-unit structures exceeding one story Minimum Average lot width 60 ft Minimum Lot size: 8,000 sq. ft. per single family dwelling unit.
 - Yavapai County septic system setbacks: from well 100' min.; from property lines with community water 50' min.; from property lines with well 50' min.
 - In January of 1978 Arizona Title and Trust Company acquired title to the subject property from Clarkdale Realty in a document recorded in Book 713 of Official Records, Page 502. Arizona Title acquired the south half of the southwest quarter excepting APN 400-07-005 and 400-07-008 and a portion of 400-07-022 which are fully described in said document. They have therefore been excluded from the subject parcel.
 - The subject property was described as running to the southerly railroad right of way in Book 908 o.r., Page 289. However, more recent descriptions have discontinued this practice. This change in the writings has created a gap. The gap is shown as a shaded area hereon.
 - The right of way data contained on the official right of way map dated Jan. 21, 1941 does not match field information, the as-builts of project s-388-706 were used to position the right of way line.
 - Septic tank position from Yavapai County Environmental Services Department commercial Septic System Permit Application Permit no: 49849 for 400-07-004B Dated: 4-28-00

Southwest Geographic Services
P.O. Box 8701 Cottonwood, Az. 86328
(928) 646-0766

RECORD OF SURVEY	DRAWN BY: J.M.G.	CHECKED BY: M.T.E.
LOCATION: South Broadway Clarkdale Yavapai County, Arizona	SCALE: 1 INCH = 50 FEET	DATE: APRIL 21, 2008
JOB No.: 07-310	SHEET: 1 of 2	

PARCELS OF LAND DESCRIBED IN BK 88 L.S., PG 25
Y.C.R.O. IN THE SW 1/4 OF S21, T16N, R3E, G&SRM

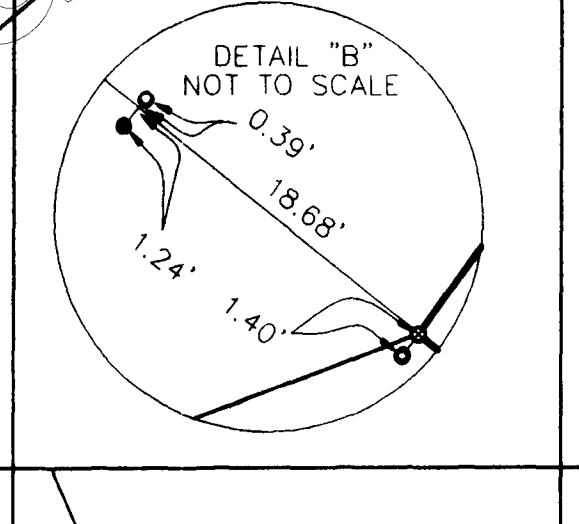
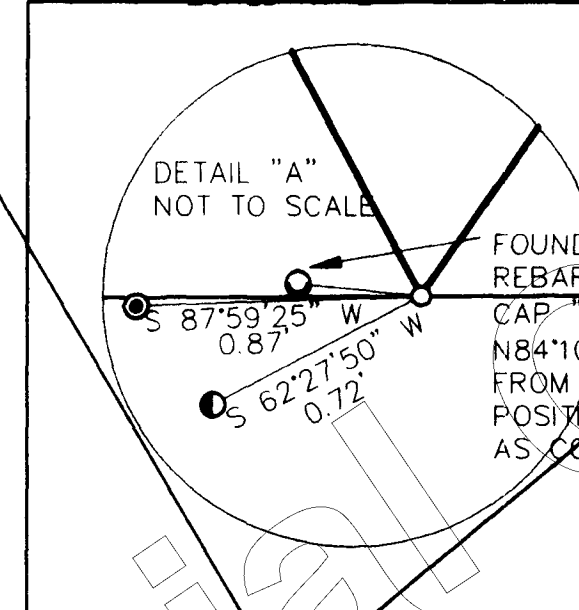


This Plat was prepared for the benefit of a specific user and for a specific purpose pursuant to an agreement with the Client and as such, may be misleading as to purpose by others. Therefore, use by others is prohibited without the express written consent of the undersigned and no liability will be accepted by the undersigned for its use by others. This document should only be reproduced in total to maintain the integrity of the intended purpose.

This Plat was prepared from the field notes of actual surveys made under my direct supervision during the month of April, 2007, and is True and Correct to the best of my knowledge and belief.

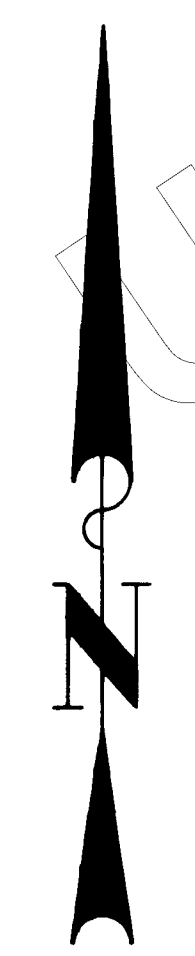


FEE No. 4229500
FILED AND RECORDED AT REQUEST OF
SOUTHWEST GEOGRAPHIC SERVICES
April 23, A.D. 2008
AT 1:32 O'CLOCK P.M.
BOOK 178 of Land Surveys
PAGE 12
RECORDS OF YAVAPAI COUNTY ARIZONA
ANA WAYMAN-TRUJILLO
County Recorder
Anthony J. Senell
Deputy Recorder
Sherry L. Bailey
Community Development Director (Sherry Bailey)
Town Engineer



NOTE:
Curve data for C1 & C4 are approximations of spiral curve data and used for Area computations the end points are shown correctly.

Basement of Bearing N89°42'25"E 2659.16' (M&R)
1646.44' (M&R)
406-23-003G ARIZONA TITLE & TR CO OF YAVAPAI TR
406-23-044L FOGGCO, LLC
406-23-044K CARRILLO
ZONED R1-L



TO COTTONWOOD

Sedona

Martin Etcheverry, R.L.S.
martine@commspeed.net

MINOR LAND DIVISION MAP
FOR JOSEPH J. AND JAMIE M. RONGO IN THE TOWN OF
CLARKDALE
OF A PARCEL OF LAND AS SHOWN ON A RECORD OF SURVEY
RECORDED IN BOOK 88 OF LAND SURVEYS, PAGE 25 YAVAPAI
COUNTY RECORDER'S OFFICE
LOCATED IN THE SOUTHWEST 1/4 OF SECTION 21, T16N, R3E,
G4SRM, YAVAPAI COUNTY, ARIZONA
ASSESSOR'S PARCEL NO.S 400-07-026A & 400-07-026C

L. S. 178/13

April 9, 2008
Job No.: 07-310

A portion of land lying within the Southwest quarter of Section 21, Township 16 North, Range 3 East of the Gila and Salt River Base and Meridian in Yavapai County, Arizona, being a portion of that certain parcel of land as shown on a Minor Land Division map Recorded in Book 88 of Land Surveys Page 25, Yavapai County Records Office, described as "Tract 2", and more particularly described as follows:

Commencing at the most westerly corner of said "Tract 2" thence N 35°33'50" E a distance of 128.01 feet to a set ½" rebar with cap stamped "LS 33873" and the **TRUE POINT OF BEGINNING:**

Thence continuing N 35° 33'50" E a distance of 211.73 feet to a set ½" rebar with cap stamped "LS 33873";

Thence S 54°26'10" E a distance of 263.79 feet to a set ½" rebar with cap stamped "LS 33873";

Thence S 35°33'50" W a distance of 25.00 feet to a set ½" rebar with cap stamped "LS 33873";

Thence S 73°59'02" W a distance of 272.19 feet to a set ½" rebar with cap stamped "LS 33873";

Thence N 38°46'45" W a distance of 98.29 feet to the TRUE POINT OF BEGINNING.

Parcel contains 1.0000 acres more or less.

Sedona

Martin Etcheverry, R.L.S.
martine@commspeed.net

P.O. Box 2701
Cottonwood, AZ 86326
(928) 649-0758 voice
(928) 649-8083 fax
www.southwest-geographic.com

FILE NO: 4229500
FILED AND RECORDED AT REQUEST OF
SOUTHWEST GEOGRAPHIC SERVICES
April 23, A.D. 2008
AT 1:32 O'CLOCK P M
BOOK 178 of Land Surveys
PAGE 13
RECORDS OF YAVAPAI COUNTY ARIZONA
ANA WAYMAN-TRUJILLO
Anthony J. Sanelli County Recorder
Deputy Recorder

April 9, 2008
Job No.: 07-310

A portion of land lying within the Southwest quarter of Section 21, Township 16 North, Range 3 East of the Gila and Salt River Base and Meridian in Yavapai County, Arizona, being a portion of that certain parcel of land as shown on a Minor Land Division map Recorded in Book 88 of Land Surveys Page 25, Yavapai County Records Office, and described as "Tract 2" on said Land Division Map:

Excepting the following described property:

A portion of land lying within the Southwest quarter of Section 21, Township 16 North, Range 3 East of the Gila and Salt River Base and Meridian in Yavapai County, Arizona, being a portion of that certain parcel of land as shown on a Minor Land Division map Recorded in Book 88 of Land Surveys Page 25, Yavapai County Records Office, described as "Tract 2", and more particularly described as follows:

Commencing at the most westerly corner of said "Tract 2" thence N 35°33'50" E a distance of 128.01 feet to a set 1/2" rebar with cap stamped "LS 33873" and the **TRUE POINT OF BEGINNING:**

Thence continuing N 35° 33'50" E a distance of 211.73 feet to a set ½" rebar with cap stamped "LS 33873";

Thence S 54°26'10" E a distance of 263.79 feet to a set ½" rebar with cap stamped "LS 33873";

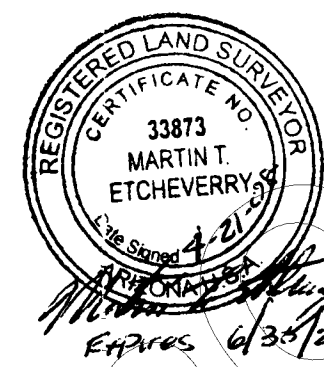
Thence S 35°33'50" W a distance of 25.00 feet to a set ½" rebar with cap stamped "LS 33873";

Thence S 73°59'02" W a distance of 272.19 feet to a set ½" rebar with cap stamped "LS 33873";

Thence N 38°46'45" W a distance of 98.29 feet to the **TRUE POINT OF BEGINNING**.
Parcel contains 1.0000 acres more or less.

End of exception description:

Parcel contains 5.3910 acres more or less.



Southwest Geographic Services

P.O. Box 2701 Cottonwood, Az. 86328
(928) 649-0758

RECORD OF SURVEY LOCATION: <i>South Broadway</i> <i>Clarkdale</i> <i>Yavapai County, Arizona</i>	DRAWN BY: J.M.G.		CHECKED BY: M.T.E.	
	SCALE: 1 INCH = 50 FEET			
	DATE: APRIL 21, 2008			
	JOB No.: 07-310		SHEET: 2 of 2	

PARCELS OF LAND DESCRIBED IN BK 88 L.S., PG 25
Y.C.R.O. IN THE SW4 OF S21, T16N, R3E, G&SRM



Staff Report

Item Number: 6.C.

<u>Agenda Item:</u>	Ordinance #442 - Amending the Final Plat for The Crossroads at Mingus Consider and act upon Ordinance #442, amending the final plat for The Crossroads at Mingus by combining Lots 11 and 12, and waive the statutory hearing process as provided in Chapter 12, <u>Subdivision Regulations</u> , Section 12-1-090 <u>Re-subdivision of Land</u> .
<u>Staff Contact:</u>	Ruth Mayday, Assistant Town Manager/Community Development Director
<u>Meeting Date:</u>	July 8, 2025
<u>Strategic Goal:</u>	This agenda item supports the following Clarkdale Strategic Goal Area: • Goal Area 1 - Enhance the quality of life for residents, businesses and visitors to Clarkdale.
<u>Background:</u>	The applicants, Richard and Patricia Malloy, are requesting the Council approve the combination of Lots 11 and 12 as illustrated in the Record of Survey dated June 27, 2025, and sealed by Mark J. Farr, RLS. The applicants approached the Town late in 2024 and were advised by a former staff member that they did not need the Town's approval and only needed to record a form with the County. Unfortunately, that is not the case when the lots to be combined are in a platted subdivision. Statutorily, once a Final Plat is approved by Town Council, only they can amend it. Chapter 12, <u>Subdivision Regulations</u>, Section 12-1-090, <u>Re-subdivision of Land</u>, anticipates the need to make amendments to approved plats and provides for that process in this Section. Staff have reviewed the proposed re-subdivision of land and find that it meets the size and other requirements set forth in the zoning code; the Homeowner's Association also supports the change. Because of the minor nature of this request and the error in guidance, staff suggest waiving the statutory approval process.
<u>Budget Impact:</u>	No budget impact.

Recommendation: Staff recommends that the Council approve Ordinance #442, amending the final plat for The Crossroads at Mingus by combining Lots 11 and 12 and also waive the statutory hearing process as provided in Chapter 12, Subdivision Regulations, Section 12-1-090 Re-subdivision of Land and authorize the Mayor, Town Attorney and Town Clerk to execute all documents.

ORDINANCE #442

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CLARKDALE, A MUNICIPAL CORPORATION OF ARIZONA, AMENDING THE FINAL PLAT FOR THE CROSSROADS OF MINGUS BY COMBINING LOTS 11 AND 12.

WHEREAS, The Final Development Plan (FDP) for The Highlands Subdivision (predecessor to The Crossroads at Mingus) was approved by Town Council on Feb. 22, 2005; and

WHEREAS, The Final Plat for the Highlands was approved by Town Council on March 28, 2005; and

WHEREAS, The Final Development Plan (FDP) for the Crossroads at Mingus subdivision (formerly The Highlands) was approved by Town Council on April 12, 2011; and

WHEREAS, The Final Plat for The Crossroads at Mingus was approved by Town Council on June 14, 2011; and

WHEREAS, Chapter 12, Subdivision Regulations, Section 12-1-090, Re-subdivision of Land, requires that Town Council approve minor revisions of lot lines; and

WHEREAS, Council may also waive the statutory notification procedure for minor revisions;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the Town of Clarkdale, Arizona, as follows:

SECTION 1. That the Town Council waives the statutory notification process for this minor re-subdivision of land.

SECTION 2. That the Town Council approve the combination set forth in the Record of Survey, Lots 11 and 12, The Crossroads at Mingus dated June 27, 2025, and sealed by Mark J. Farr, RLS (exhibit A).

SECTION 3. The Owners of Record, Richard and Patricia Malloy, shall record the approved Record of Survey and associated documentation with the Yavapai County Recorder's office within 90 days of approval. If not recorded timely, the Council may take action to revoke this action.

PASSED AND ADOPTED by the Town Council on this 8th day of July 2025.

ATTEST:

Robyn Prud'homme-Bauer, Mayor

Charity Brooks, Town Clerk

APPROVED AS TO FORM:

Stephen Polk, Town Attorney



SOUTHWESTERN
ENVIRONMENTAL
CONSULTANTS, INC.

www.sec-landmgt.com
info@sec-landmgt.com

Exhibit B

Legal Description

25-0506CS
Page 1 of 1

LEGAL DESCRIPTION

A parcel of land located in Section 32, Township 16 North, Range 3 East of the Gila and Salt River Meridian, Yavapai County, Arizona, being Lot 11 and Lot 12, THE CROSSROADS AT MINGUS, according to the plat of record in Book 63 of Maps and Plats, pages 80-1 through 80-11, Yavapai County, Arizona, containing 0.60 acre more or less and being subject to any easements or encumbrances of record.

The description hereon was prepared by SEC Inc. on June 27, 2025.

SEC Inc. and the registrant cited below will not be responsible for errors committed by others if this description is not reproduced in its entirety exactly as written above including this disclaimer. No liability is accepted for misuse or assumptions made by unauthorized users.

The description above is graphically depicted in the Exhibit attached hereto and made a part hereof without which this document is to be considered incomplete.

The author of this description is Mark J. Farr RLS 40829.



Growth is inevitable...it's planning that makes the difference.

825 COVE PARKWAY, STE A, COTTONWOOD, AZ 86326 • (928) 634-5889 • www.sec-landmgt.com



Staff Report

Item Number: 6.D.

Agenda Item: **Personnel Budget Increase in Community Development**
Consider, and act upon increasing the personnel budget in Community Development for the FY2025-2026 Budget.

Staff Contact: Susan Guthrie, Town Manager

Meeting Date: July 8, 2025

Strategic Goal: This agenda item supports the following Clarkdale Strategic Goal Area:

- Goal Area 5 - Strategically invest in organizational development to enhance efficiency and service delivery and to attract and retain an exemplary workforce.

Background: As part of the budget preparation for the 2025/2026 fiscal year budget, significant cuts were made to the Community Development personnel budget as a result of removing the Assistant Director position. Upon review, it was determined that many of these duties are now falling to the Associate Planner position, which would result in that employee working outside their job class. To correct this issue, it is recommended that the salary and title for that position be upgraded to reflect the duties that are assigned.

The FOG requires Council approval for changes to the personnel budget.

The proposed title and salary are as follows:
New Title: Senior Planner
Annual Salary: \$60,000

Budget Impact: There is no overall budget impact as the recommended transfers do not increase the overall budget. Funding for the requested changes will come from Contingency 01-5-2000-9400.

Recommendation: Staff recommends that the Council approve increasing the personnel budget in Community Development for the FY2025-2026 Budget.



Staff Report

Item Number: 7.A.

Agenda Item: **Ordinance #441 - Amending Town Code Chapter 17 to Clarify Design Review Responsibilities**

Discuss, consider and act upon Ordinance #441, amending the Town Code Chapter 17, Boards and Commissions; Article 17-5 Planning Commission; and Section 17-5-4 Design Review.

Staff Contact: Ruth Mayday, Assistant Town Manager/Community Development Director

Meeting Date: July 8, 2025

Strategic Goal: Not applicable.

Background: Local governments may make, amend, or repeal all ordinances necessary or proper for the carrying into effect of the powers vested in the corporation, or any department or officer thereof as set forth in Arizona Revised Statutes ("A.R.S.") §9-240.28. Town Council approved certain amendments to Chapter 17, Boards and Commissions, Article 17-5, Planning Commission, upon the adoption of Ordinance #438 on December 10, 2024.

Ordinance #438 reassigned responsibilities for Design Review to the Planning Commission and the Historic Preservation Commission. Town Council subsequently approved Ordinance No. 424, Historic Preservation Ordinance, on Jan. 14, 2025, also adding language regarding design review responsibilities for the Historic Preservation District. The superseding language in Ordinance #424 conflicts with the previous amendments adopted in Ordinance #438.

Language voiding conflicting ordinances and parts of ordinances was included in Ordinance #424 as follows: SECTION 3. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

The Town desires to amend the Town Code to conform with Ordinance #424.

Budget Impact: No budget impact.

Recommendation: Staff recommends that the Council approve Ordinance #441, amending the

Town Code Chapter 17, Boards and Commissions; Article 17-5 Planning Commission; and Section 17-5-4 Design Review and authorize the Mayor, Town Attorney and Town Clerk to execute all documents.

ORDINANCE #441

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CLARKDALE, A MUNICIPAL CORPORATION OF ARIZONA, AMENDING THE TOWN CODE CHAPTER 17, BOARDS AND COMMISSIONS, ARTICLE 17-5 PLANNING COMMISSION, SECTION 17-5-4 DESIGN REVIEW

WHEREAS, Local governments may make, amend, or repeal all ordinances necessary or proper for the carrying into effect of the powers vested in the corporation, or any department or officer thereof as set forth in Arizona Revised Statutes (“A.R.S.”) §9-240.28 (a); and

WHEREAS, Town Council approved certain amendments to Chapter 17, Boards and Commissions, Article 17-5, Planning Commission, upon the adoption of Ordinance #438 on December 10, 2024; and

WHEREAS, Ordinance #438 reassigned responsibilities for Design Review to the Planning Commission and the Historic Preservation Commission; and

WHEREAS, Town Council subsequently approved Ordinance #424, Historic Preservation Ordinance, on Jan. 14, 2025, also adding language regarding design review responsibilities for the Historic Preservation District; and

WHEREAS, The superseding language in Ordinance #424 conflicts with the previous amendments adopted in Ordinance #438; and

WHEREAS, Language voiding conflicting ordinances and parts of ordinances was included in Ordinance #424 as follows: “SECTION 3. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.”

WHEREAS, The Town desires to amend Town Code to conform with Ordinance #424;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the Town of Clarkdale, Arizona, as follows:

SECTION 1. The recitals above are incorporated as if fully set forth herein.

SECTION 2. That certain document entitled Ordinance #441 as depicted in Exhibit A hereby adopted as an amendment to the Town Code, dated this date, one paper

copy and one electronic copy of which are on file in the office of the Town Clerk and is hereby declared to be a public record and said copies are hereby ordered to remain on file with the Town Clerk.

SECTION 3. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, is hereby repealed.

PASSED AND ADOPTED by the Town Council on this 8th day of July 2025.

ATTEST:

Robyn Prud'homme-Bauer, Mayor

Charity Brooks, Town Clerk

APPROVED AS TO FORM:

Stephen Polk, Town Attorney

EXHIBIT A, ORDINANCE #441

Section 17-5-3 Public Hearings

The Planning Commission shall hold Zoning Ordinance public hearings and give notice of said public hearing as provided by A.R.S. § 9-462.04 along with other public hearings and notice of such as required. After the hearing, the Planning Commission shall render its decision in the form of a written recommendation to the Council and shall include the reasons for the recommendation. [Prior code § 17-5-3.]

Section 17-5-4 Design Review

The Planning Commission shall also consider matters of design as follows:

A. Zoning Applications. During a public hearing, the Planning Commission shall consider and hear comments regarding design review requirements as set forth in Chapter 11, Design Review and Site Plan Review, Section 11-040, Review Criteria for Design Review, of the Zoning Code and shall include recommendation for approval of design review in its recommendations to Town Council.

B. Design Review Not Related to a Zoning Application. The Planning Commission shall review and approve, approve with conditions, or deny proposed design for all commercial and industrial projects and forward the same to Town Council for approval. The Commission may also return the item to staff for additional work.

C. The Historic Preservation Commission shall conduct design review for properties and structures ~~that have opted into located in~~ the Historic Preservation District. [Ordinance #438, 2024.]

Article 17-6 PUBLIC SAFETY PERSONNEL RETIREMENT BOARD

The Public Safety Personnel Retirement Board of the Town of Clarkdale is hereby established to carry out A.R.S. § 38-841 et seq., in order to provide a uniform, consistent and equitable Statewide program for public safety personnel who are regularly assigned hazardous duty in the State of Arizona, of which the administration of the system and responsibility for making the provisions of the system effective for each employer are vested in the local Board. [Prior code Art. 17-7.]



Staff Report

Item Number: 7.B.

Agenda Item:**Ordinance #443 - Adoption of the 2025-2026 Property Tax Levy**

Discuss, consider and act upon Ordinance #443, adopting a Primary Tax Levy in the amount of \$.13443 per hundred of the assessed valuation (\$1.3443 per thousand of assessed valuation) for the fiscal year ending June 30, 2026.

Staff Contact:

Susan Guthrie, Town Manager
Joe Duffy, Finance Director

Meeting Date:

July 8, 2025

Strategic Goal:

This agenda item supports the following Clarkdale Strategic Goal Area:

- Goal Area 1 - Enhance the quality of life for residents, businesses and visitors to Clarkdale.
- Goal Area 2 - Enhance the quality and availability of parks, recreation and cultural opportunities.
- Goal Area 3 - Strengthen and diversify our economy through cultivating a business-friendly climate for business attraction and strategically capitalizing upon tourism.
- Goal Area 4 - Plan for the maintenance and growth of quality infrastructure that is sustainable and resilient.
- Goal Area 5 - Strategically invest in organizational development to enhance efficiency and service delivery and to attract and retain an exemplary workforce.
- Goal Area 6 - Adopt water conservation strategies that prevent negative aquifer impacts and no degradation of Verde River Flows.

Background:

On June 24, 2025, the Town Council held a public hearing regarding the Town's final budget and property tax levy. State statute requires at least 14 days between the public hearing and adoption of the property tax levy.

The tax levy is placed on each one-hundred dollars (\$100) of the assessed value of all property, both real and personal, within the corporate limits of the Town of Clarkdale, except property that the law exempts from taxation.

The recommended tax rate for the fiscal year ending June 30, 2026, is \$1.3443 to raise \$728,000 for purposes of funding general municipal government operations and maintenance. The following table reflects the tax

rate and levy for the prior four years and the recommended levy for next fiscal year:

FISCAL YEAR	TAX RATE	TAXES
2022-2023	\$1.4765	\$620,127
2023-2024	\$1.415	\$639,000
2024-2025	\$1.3443	\$667,000
2025-2026	\$1.3443	\$728,000

Budget Impact: \$728,000 to General Fund revenue.

Recommendation: Staff recommends that the Council approve Ordinance #443, adopting a Primary Tax Levy in the amount of \$.13443 per hundred of the assessed valuation (\$1.3443 per thousand of assessed valuation) for the fiscal year ending June 30, 2026, and authorize the Mayor, Town Attorney and Town Clerk to execute all documents.

ORDINANCE #443

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CLARKDALE, YAVAPAI COUNTY, ARIZONA, ADOPTING A PRIMARY PROPERTY TAX LEVY UPON EACH ONE HUNDRED DOLLARS (\$100) OF THE ASSESSED VALUATION OF PROPERTY SUBJECT TO THE TAXATION WITHIN THE TOWN OF CLARKDALE FOR THE FISCAL YEAR 2025-2026

WHEREAS, in accordance with the provision of Arizona Revised Statutes, Title 42, Chapter 17, Articles 1-5, the Common Council did, following due public notice, meet in a regular meeting on the 24th day of June 2025, whereby any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS, Yavapai County is now the tax assessing and collecting authority for the Town of Clarkdale, the Town Manager is hereby directed to transmit a certified copy of this tax levy ordinance to the Yavapai County, Arizona officials as required by law.

WHEREAS, all requirements for Truth in Taxation have been met.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CLARKDALE, ARIZONA, as follows:

SECTION 1: There is hereby levied on each one hundred dollars (\$100) of assessed value of all property, both real and personal, within the corporate limits of the Town of Clarkdale, except such property as may be by law exempt from taxation, a primary property tax rate equating to \$1.3443, which is sufficient to generate a primary property tax levy of seven hundred twenty eight thousand dollars (\$728,000), an amount less than the maximum allowable primary tax levy under the Arizona Constitution. The primary property tax levy is for the purpose of providing funds for the general municipal, administrative, operations and maintenance expenses of the Town.

SECTION 2: All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of this document adopted herein by reference are hereby repealed.

Irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by and tax deed; failure or neglect of any officers or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not effect the lien of the Town of Clarkdale upon such property for the delinquent taxes unpaid thereof; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien therefor or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 3: This ordinance shall be in full force effect from and after its passage by the Council and approval by the Mayor.

ORDINANCE #443

PASSED AND ADOPTED by the Mayor and Council of the Town of Clarkdale,
Arizona, this 8th day of July 2025.

ATTEST:

Robyn Prud'homme-Bauer, Mayor

Charity Brooks, Town Clerk

APPROVED AS TO FORM:

Stephen Polk, Town Attorney

Passed:

Posted:

Published:

Effective:



Staff Report

Item Number: 7.C.

Agenda Item: **FY 2025-2026 Pavement Management**
Discuss, consider and act upon proposals from Cactus Asphalt for pavement preservation in an amount not to exceed \$690,000.

Staff Contact: Lou Andersen, Public Works Director

Meeting Date: July 8, 2025

Strategic Goal: This agenda item supports the following Clarkdale Strategic Goal Area:

- Goal Area 4 - Plan for the maintenance and growth of quality infrastructure that is sustainable and resilient.

Background: In March 2024, a Street Maintenance Work Session was held to discuss the results of the pavement assessment. Public Works presented a plan to treat the most deteriorated segments in FY 24-25 with an estimated cost of \$1.6 million, then continue preservation efforts each year thereafter. Council directed Staff at that time to proceed with the Pavement Management Plan presented, and to incorporate it into the five-year Capital Improvement Projects Budget.

Pinal County has an active Job Order Contract with Cactus Asphalt for asphalt maintenance and repairs. The contract does include cooperative purchasing language (paragraph 15.16) that allows the Town of Clarkdale to utilize the services and pricing of their agreement.

FY 24-25 pavement preservation included the crack seal treatments in preparation for chip and fog seal. Proposals for FY 25-26 include slurry and microseal on South Broadway (\$186,278.86), patching on Tenth and Second South (\$23,658.71) and chip and fog seal in Centerville, Patio Park, and Sky Drive along with overlay of Rio Vista (\$447,354.95).

It is possible change orders would be required to address items discovered during maintenance, and additional pavement segments could be added to the project scope.

Budget Impact: CIP T02, 06-5-0800-8000, budgeted at \$690,000.

Recommendation: Staff recommends that the Council approve the proposal from Cactus Asphalt for pavement preservation in an amount not to exceed \$690,000 and authorize the Town Manager to execute all documents.



To:	TOWN OF CLARKDALE	Contact:	Lou Andersen
Address:	Clarkdale, AZ	Phone:	
		Fax:	
Project Name:	Clarkdale - 2025 Additional Pavement Preservation Maps	Bid Number:	
Project Location:	Patio Park / Centerville / Sky Drive / Rio Vista, Clarkdale, AZ	Bid Date:	4/7/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Centerville					
3-1	Asphalt Emulsion Fog Seal SS 1:1 Or CSS 1:1, <50 TNS	17.00	TON	\$415.00	\$7,055.00
3-10	Traffic Control - Fog Seal (Based On Binder TON)	17.00	TON	\$225.00	\$3,825.00
3-9	Fog Seal Binder - Haul And Apply Services	17.00	TON	\$550.00	\$9,350.00
4-10	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 64 -16, 16% Tire Rubber, 3% SBS Polymer), >100 TNS	86.00	TON	\$805.00	\$69,230.00
4-15	Chip Seal Binder - Haul And Apply Services	86.00	TON	\$150.00	\$12,900.00
4-19	Chip Seal Aggregate - HVT Pre-Coated	467.00	TON	\$170.00	\$79,390.00
4-24	Traffic Control - Chip And Scrub Seal (Based On Binder TON), >100 TNS	86.00	TON	\$45.00	\$3,870.00
9-8	Paved Surface Cleaning	4.73	MILE	\$1,050.00	\$4,966.50
9-9	Community Relations	5.00	HR	\$250.00	\$1,250.00
Total Price for above Centerville Items:					\$191,836.50
Patio Park					
3-1	Asphalt Emulsion Fog Seal SS 1:1 Or CSS 1:1, <50 TNS	4.00	TON	\$415.00	\$1,660.00
3-10	Traffic Control - Fog Seal (Based On Binder TON)	4.00	TON	\$225.00	\$900.00
3-9	Fog Seal Binder - Haul And Apply Services	4.00	TON	\$550.00	\$2,200.00
4-10	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 64 -16, 16% Tire Rubber, 3% SBS Polymer), >100 TNS	21.00	TON	\$805.00	\$16,905.00
4-15	Chip Seal Binder - Haul And Apply Services	21.00	TON	\$150.00	\$3,150.00
4-19	Chip Seal Aggregate - HVT Pre-Coated	112.00	TON	\$170.00	\$19,040.00
4-24	Traffic Control - Chip And Scrub Seal (Based On Binder TON), >100 TNS	21.00	TON	\$45.00	\$945.00
7-4	15 Mil (4") White Traffic Paint Stripe	220.00	LF	\$0.20	\$44.00
7-5	15 Mil (4") Yellow Traffic Paint Stripe	200.00	LF	\$0.20	\$40.00
7-7	Paint Symbol - RR Crossing	1.00	EACH	\$165.00	\$165.00
9-1	Traffic Control (Not For Items No. 1.5)	10.00	HR	\$375.00	\$3,750.00
9-8	Paved Surface Cleaning	1.12	MILE	\$1,050.00	\$1,176.00
9-9	Community Relations	5.00	HR	\$250.00	\$1,250.00
Total Price for above Patio Park Items:					\$51,225.00
Rio Vista Overlay					
6-1	Asphalt Concrete Pavement (Marshall 1/2" Mix Low Traffic), <500 TNS	261.00	TON	\$200.00	\$52,200.00
6-16	Bituminous Tack Coat (CSS-1H, Diluted)	1.00	TON	\$775.00	\$775.00
6-24	Asphalt Profiling / Micro Milling (4,000-16,000) 1,687 SY @ 3" (Leave Material On-Site To Build Roadway)	5,061.00	SYIN	\$2.75	\$13,917.75
8-5	Adjust Manhole Frame & Cover To Grade, MAG Det. 422	1.00	EACH	\$925.00	\$925.00
9-1	Traffic Control (Not For Items No. 1.5)	60.00	HR	\$375.00	\$22,500.00

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Contractors Licenses: AZ – 194430 • NV – 0040581 • NM – 022995 • UT – 944049-5501

† 623-907-2800 † 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353



To:	TOWN OF CLARKDALE	Contact:	Lou Andersen
Address:	Clarkdale, AZ	Phone:	
		Fax:	
Project Name:	Clarkdale - 2025 Additional Pavement Preservation Maps	Bid Number:	
Project Location:	Patio Park / Centerville / Sky Drive / Rio Vista, Clarkdale, AZ	Bid Date:	4/7/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
9-7	Miscellaneous Removals And Other Work: Grading Roadway For Paving ~ 1,687 SY	30.00	HR	\$600.00	\$18,000.00
9-7	Miscellaneous Removals And Other Work: Cut/Back-Up Thickened Edge	20.00	HR	\$600.00	\$12,000.00
9-9	Community Relations	5.00	HR	\$250.00	\$1,250.00
Total Price for above Rio Vista Overlay Items:					\$121,567.75

Sky Drive

1-2	Crack Sealing 1/4" To 1" Width, > 5,000 LBS	3,000.00	LB	\$1.75	\$5,250.00
1-5	Traffic Control - Crack Sealing	3,000.00	LB	\$0.70	\$2,100.00
3-1	Asphalt Emulsion Fog Seal SS 1:1 Or CSS 1:1, <50 TNS	3.00	TON	\$415.00	\$1,245.00
3-10	Traffic Control - Fog Seal (Based On Binder TON)	3.00	TON	\$225.00	\$675.00
3-9	Fog Seal Binder - Haul And Apply Services	3.00	TON	\$550.00	\$1,650.00
4-10	Chip Seal Binder: Polymer Modified Asphalt Rubber (PG 64 -16, 16% Tire Rubber, 3% SBS Polymer), >100 TNS	16.00	TON	\$805.00	\$12,880.00
4-15	Chip Seal Binder - Haul And Apply Services	16.00	TON	\$150.00	\$2,400.00
4-19	Chip Seal Aggregate - HVT Pre-Coated	84.00	TON	\$170.00	\$14,280.00
4-24	Traffic Control - Chip And Scrub Seal (Based On Binder TON), >100 TNS	16.00	TON	\$45.00	\$720.00
6-17	Asphaltic Concrete Patching (Remove And Replace)	14.00	TON	\$440.00	\$6,160.00
9-1	Traffic Control (Not For Items No. 1.5)	10.00	HR	\$375.00	\$3,750.00
9-8	Paved Surface Cleaning	0.85	MILE	\$1,050.00	\$892.50
9-9	Community Relations	5.00	HR	\$250.00	\$1,250.00

Total Price for above Sky Drive Items: \$53,252.50

Bid Price Subtotal: \$417,881.75

Yavapai County, State And Clarkdale 7.05%: \$29,473.20

Total Bid Price: \$447,354.95

Notes:

- **Pricing based off Pinal County JOC 234128ROQ**
- Standard Terms and Conditions to follow.
- All work quoted above is scheduled on an "as available" basis unless otherwise stated. Cactus encourages customers to verify start dates as soon as possible and realize that schedule issues and or changes on your project may mean you will be moved back to our next available date behind other customers who have met their intended schedule. **Your project will not be formally scheduled without a binding letter of intent or a formal contract.** We apologize for any inconvenience, but we value our relationships with all customers.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.

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† 623-907-2800 † 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353



To:	TOWN OF CLARKDALE	Contact:	Lou Andersen
Address:	Clarkdale, AZ	Phone:	
		Fax:	
Project Name:	Clarkdale - 2025 Additional Pavement Preservation Maps	Bid Number:	
Project Location:	Patio Park / Centerville / Sky Drive / Rio Vista, Clarkdale, AZ	Bid Date:	4/7/2025

- Quoted prices are valid for 14 days unless otherwise noted, PO or letter of intent to award required to lock pricing past 14 days. Final material pricing expires 3 months from quote date with PO or LOI.
- Cactus is not responsible for notification, nor removal of vehicles and property from work areas.
- Cactus will require this proposal with exclusions be included in any contractual agreement.
- Unit prices above include all applicable State, County & City taxes for contracting.
- In the event that quantities differ from above, billing will reflect agreed upon measured quantities.
- EXCLUSIONS (Unless Otherwise Specified): Bonds, Permits, Plans, Engineering, Survey, Staking, Traffic Control, Construction Water, As-Built, Testing, Inspection, Clear & Grub, Grading, Landscape Repairs, Weed Killer, Crack Routing, Crack-Sealing, Curb Line/Joint Sealing, Asphalt Patching, ABC, Landscape Materials, Vegetation Replacement, Preservative Seals, Prime Coats, Concrete Structures, Irrigation/Pipe Work, All Underground Items, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, Striping, Curb Painting, New Signage, Parking Bumpers Removal or Replacement, Import, Export, Excavation, Subgrade Stabilization, Removal of Debris Generated by Other Trades, Erosion Control, SWPPP, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.
- Asphalt materials pricing is based on the current months ADOT index for Bituminous materials. There are strong indicators that there will be significant increases in asphalt prices going forward. Adjustments to the quoted prices for paving items will be made and finalized 14 days prior to the time of scheduled paving operations with appropriate notification, documentation and communication.
- AZROC 194430-A General Engineering
- As of February 2023 Cactus Asphalt, Southwest Slurry Seal and American Pavement Preservation of Nevada have merged under one banner to form one of the largest and premier pavement preservation groups in the Southwest. If you have received a bid or proposal from Cactus Asphalt, Southwest Slurry Seal and/or American Pavement Preservation of Nevada for the same project, please contact us immediately and deem the second and third proposal "non-responsive".
- The elimination of any existing drainage problem or reflective cracking is neither intended nor guaranteed when providing slurry and micro sealing services.
- Power steering marks are normal and should not be cause for undue concern on slurry and micro surfacing pavement treatments.

Terms and Conditions: Due to the complex nature of private utility locating, please review the agreement: Cactus Asphalt will consider our performance in any claim that may arise. We are not responsible for any nonconductive line. (Non-Metallic, PVC, Water Line, Etc.) We are not responsible for any conductive lines with no accessible connection point. We are not responsible for conductive lines that do not appear on blueprints, maps, or as-builts provided by customer. We are not responsible for locating lines where no blueprints, maps, or as-builts provided are by customer prior to locating. Cactus Asphalt is not responsible for any damages related from Blue Stake Ticket Services. Owners/Clients are reminded that per AZ One Call Law, AZ Blue Stake Center must be notified, and all affected utility owners must respond prior to commencement of excavation.



To: TOWN OF CLARKDALE Address: Clarkdale, AZ	Contact: Lou Andersen Phone: Fax:
Project Name: Clarkdale - 2025 Additional Pavement Preservation Maps Project Location: Patio Park / Centerville / Sky Drive / Rio Vista, Clarkdale, AZ	Bid Number: Bid Date: 4/7/2025

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Cactus Asphalt Authorized Signature: _____ Estimator: Tim Osterholz
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6/26/2025 9:05:00 AM

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† 623-907-2800 f 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353

TERMS AND CONDITIONS

GENERAL

Owner shall timely notify Cactus Asphalt (Cactus) in writing when the premises will be ready for work to commence, and shall give unobstructed access to all areas where work is to be done. Any necessary towing and costs of delays shall be the responsibility of the owner.

Cactus is not responsible for any utility lines (water, electric, sprinkler, communications, cable, etc.) which may lie within eighteen inches (18") of the surface. Owner is responsible for supplying all known layouts of any such utility lines which are known to exist. Cactus is not responsible for damage to undisclosed, unknown or improperly placed lines.

If Cactus encounters any different site condition or concealed condition, including but not limited to underground utilities, debris, ground water, underground storage tanks, hazardous material, "hard dig" soils, or any material or substance regulated by federal, state, local law, ordinance, or regulation, any other environmental, health or safety issue, or concern, or other conditions, that were unknown to Cactus before submission of this Proposal, the contract price shall be equitably adjusted to compensate Cactus for any additional work performed or damages incurred as a result of any such conditions. At Cactus' sole discretion, Cactus may stop all work on the project, until the parties have reached an agreement, in writing, concerning any such equitable adjustment, and Cactus shall have no obligation to perform any work which, as determined by Cactus, directly or indirectly involves any environmental, health or safety risk or hazard.

The Owner is responsible for ensuring that all surfaces are kept in a condition acceptable to the application of the agreed upon product. This includes ensuring that all automatic sprinklers that may place water on the surface are turned off. Any delay caused by failure to perform the above may result in additional expense to the owner.

Cactus is not responsible for ponding water where grade is less than 2%.

Owner is to provide a water source that is acceptable to Cactus and is sufficient for performing the work.

Cactus is fully licensed and insured. All Cactus employees are covered by Worker's Compensation Insurance.

Unless otherwise agreed in writing, the prices contained within this agreement do not include the costs of permits or bonds.

WARRANTY

All work performed by Cactus is covered by a one year warranty on workmanship. Normal wear and tear, abuse, weather, and other acts of God are excluded.

PAYMENT AND TAXES

By law, taxes may only be waived upon receipt of a valid exemption certificate. Taxes are determined in accordance with the jurisdiction where the work is performed. The owner is responsible for payment of all taxes.

Unless otherwise stated within this agreement, all payment is due upon transmittal of invoice. In addition to other terms contained elsewhere in this proposal, Owner agrees to pay a service charge at the rate of 2% per month on all accounts that become 10 days past due. All costs of collection, as well as attorney's fees, will be added to the balance and interest due.

Cactus reserves the right (without further notice) to suspend or terminate this agreement if work is stopped for 30 or more days because of a failure to make progress payments or other delay not caused by Cactus. In such event Cactus reserves the right to recover payment for all work performed, including reasonable overhead, profit and damages under the contract.

This agreement shall be governed by and construed in accordance with Arizona law, and any lawsuit or arbitration arising from this agreement must be filed in Maricopa County, Arizona. If any provision of this agreement is determined invalid or unenforceable by a court of competent jurisdiction, that provision alone will be deemed stricken and the remainder of the agreement will be enforced.

Any dispute arising from this agreement, not timely resolved after good faith negotiation, will be submitted, at Cactus's sole discretion, to mediation, binding arbitration, or litigation in state court. If mediation is elected, its completion is an express condition precedent to Cactus's election of binding arbitration or state court litigation. If Cactus elects arbitration, the arbitration will be governed by and conducted in accordance with the Arizona Revised Uniform Arbitration Act at A.R.S. §12-1501, et seq.

A property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of A.R.S. § 32-1154(A). Any such complaint must be filed within the applicable time period set forth in A.R.S. § 32-1155(A). The Registrar's phone number is (602) 542-1525, and its website address is <http://www.azroc.gov/>.



To:	TOWN OF CLARKDALE	Contact:	Lou Andersen
Address:	Clarkdale, AZ	Phone:	
		Fax:	
Project Name:	Clarkdale 10th & 2nd St. Edge Patching	Bid Number:	
Project Location:	10th & 2nd St., Clarkdale, AZ	Bid Date:	6/4/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
6-17	Asphaltic Concrete Patching (Remove And Replace)	23.00	TON	\$440.000	\$10,120.00
6-22	Asphalt Profiling / Micro Milling (1-2,000)	400.00	SYIN	\$8.700	\$3,480.00
9-1	Traffic Control (Not For Items No. 1.5)	12.00	HR	\$375.000	\$4,500.00
9-4	Flagging Services (Hours Vary By Job)	20.00	HR	\$50.000	\$1,000.00
9-7	Miscellaneous Removals And Other Work: Plant Opening Fee	5.00	HR	\$600.000	\$3,000.00
Bid Price Subtotal:					\$22,100.00
Yavapai County, State And Clarkdale 7.05%:					\$1,558.71
Total Bid Price:					\$23,658.71

Notes:

- **Pricing based off Pinal County JOC 234128ROQ**
- Standard Terms and Conditions to follow.
- All work quoted above is scheduled on an "as available" basis unless otherwise stated. Cactus encourages customers to verify start dates as soon as possible and realize that schedule issues and or changes on your project may mean you will be moved back to our next available date behind other customers who have met their intended schedule. **Your project will not be formally scheduled without a binding letter of intent or a formal contract.** We apologize for any inconvenience, but we value our relationships with all customers.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.
- Quoted prices are valid for 14 days unless otherwise noted, PO or letter of intent to award required to lock pricing past 14 days. Final material pricing expires 3 months from quote date with PO or LOI.
- Cactus is not responsible for notification, nor removal of vehicles and property from work areas.
- Cactus will require this proposal with exclusions be included in any contractual agreement.
- Unit prices above include all applicable State, County & City taxes for contracting.
- In the event that quantities differ from above, billing will reflect agreed upon measured quantities.
- **EXCLUSIONS (Unless Otherwise Specified):** Bonds, Permits, Plans, Engineering, Survey, Staking, Traffic Control, Construction Water, As-Builts, Testing, Inspection, Clear & Grubb, Grading, Landscape Repairs, Weed Killer, Crack Routing, Crack-Sealing, Curb Line/Joint Sealing, Asphalt Patching, ABC, Landscape Materials, Vegetation Replacement, Preservative Seals, Prime Coats, Concrete Structures, Irrigation/Pipe Work, All Underground Items, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, Striping, Curb Painting, New Signage, Parking Bumpers Removal or Replacement, Import, Export, Excavation, Subgrade Stabilization, Removal of Debris Generated by Other Trades, Erosion Control, SWPPP, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.
- Asphalt materials pricing is based on the current months ADOT index for Bituminous materials. There are strong indicators that there will be significant increases in asphalt prices going forward. Adjustments to the quoted prices for paving items will be made and finalized 14 days prior to the time of scheduled paving operations with appropriate notification, documentation and communication.
- AZROC 194430-A General Engineering

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t 623-907-2800 f 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353



To:	TOWN OF CLARKDALE	Contact:	Lou Andersen
Address:	Clarkdale, AZ	Phone:	
		Fax:	
Project Name:	Clarkdale 10th & 2nd St. Edge Patching	Bid Number:	
Project Location:	10th & 2nd St., Clarkdale, AZ	Bid Date:	6/4/2025

- As of February 2023 Cactus Asphalt, Southwest Slurry Seal and American Pavement Preservation of Nevada have merged under one banner to form one of the largest and premier pavement preservation groups in the Southwest. If you have received a bid or proposal from Cactus Asphalt, Southwest Slurry Seal and/or American Pavement Preservation of Nevada for the same project, please contact us immediately and deem the second and third proposal "non-responsive".
- The elimination of any existing drainage problem or reflective cracking is neither intended nor guaranteed when providing slurry and micro sealing services.
- Power steering marks are normal and should not be cause for undue concern on slurry and micro surfacing pavement treatments.

Terms and Conditions: Due to the complex nature of private utility locating, please review the agreement: Cactus Asphalt will consider our performance in any claim that may arise. We are not responsible for any nonconductive line. (Non-Metallic, PVC, Water Line, Etc.) We are not responsible for any conductive lines with no accessible connection point. We are not responsible for conductive lines that do not appear on blueprints, maps, or as-builts provided by customer. We are not responsible for locating lines where no blueprints, maps, or as-builts provided are by customer prior to locating. Cactus Asphalt is not responsible for any damages related from Blue Stake Ticket Services. Owners/Clients are reminded that per AZ One Call Law, AZ Blue Stake Center must be notified, and all affected utility owners must respond prior to commencement of excavation.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Cactus Asphalt Authorized Signature: _____ Estimator: Tim Osterholz
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6/26/2025 7:43:30 AM

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TERMS AND CONDITIONS

GENERAL

Owner shall timely notify Cactus Asphalt (Cactus) in writing when the premises will be ready for work to commence, and shall give unobstructed access to all areas where work is to be done. Any necessary towing and costs of delays shall be the responsibility of the owner.

Cactus is not responsible for any utility lines (water, electric, sprinkler, communications, cable, etc.) which may lie within eighteen inches (18") of the surface. Owner is responsible for supplying all known layouts of any such utility lines which are known to exist. Cactus is not responsible for damage to undisclosed, unknown or improperly placed lines.

If Cactus encounters any different site condition or concealed condition, including but not limited to underground utilities, debris, ground water, underground storage tanks, hazardous material, "hard dig" soils, or any material or substance regulated by federal, state, local law, ordinance, or regulation, any other environmental, health or safety issue, or concern, or other conditions, that were unknown to Cactus before submission of this Proposal, the contract price shall be equitably adjusted to compensate Cactus for any additional work performed or damages incurred as a result of any such conditions. At Cactus' sole discretion, Cactus may stop all work on the project, until the parties have reached an agreement, in writing, concerning any such equitable adjustment, and Cactus shall have no obligation to perform any work which, as determined by Cactus, directly or indirectly involves any environmental, health or safety risk or hazard.

The Owner is responsible for ensuring that all surfaces are kept in a condition acceptable to the application of the agreed upon product. This includes ensuring that all automatic sprinklers that may place water on the surface are turned off. Any delay caused by failure to perform the above may result in additional expense to the owner.

Cactus is not responsible for ponding water where grade is less than 2%.

Owner is to provide a water source that is acceptable to Cactus and is sufficient for performing the work.

Cactus is fully licensed and insured. All Cactus employees are covered by Worker's Compensation Insurance.

Unless otherwise agreed in writing, the prices contained within this agreement do not include the costs of permits or bonds.

WARRANTY

All work performed by Cactus is covered by a one year warranty on workmanship. Normal wear and tear, abuse, weather, and other acts of God are excluded.

PAYMENT AND TAXES

By law, taxes may only be waived upon receipt of a valid exemption certificate. Taxes are determined in accordance with the jurisdiction where the work is performed. The owner is responsible for payment of all taxes.

Unless otherwise stated within this agreement, all payment is due upon transmittal of invoice. In addition to other terms contained elsewhere in this proposal, Owner agrees to pay a service charge at the rate of 2% per month on all accounts that become 10 days past due. All costs of collection, as well as attorney's fees, will be added to the balance and interest due.

Cactus reserves the right (without further notice) to suspend or terminate this agreement if work is stopped for 30 or more days because of a failure to make progress payments or other delay not caused by Cactus. In such event Cactus reserves the right to recover payment for all work performed, including reasonable overhead, profit and damages under the contract.

This agreement shall be governed by and construed in accordance with Arizona law, and any lawsuit or arbitration arising from this agreement must be filed in Maricopa County, Arizona. If any provision of this agreement is determined invalid or unenforceable by a court of competent jurisdiction, that provision alone will be deemed stricken and the remainder of the agreement will be enforced.

Any dispute arising from this agreement, not timely resolved after good faith negotiation, will be submitted, at Cactus's sole discretion, to mediation, binding arbitration, or litigation in state court. If mediation is elected, its completion is an express condition precedent to Cactus's election of binding arbitration or state court litigation. If Cactus elects arbitration, the arbitration will be governed by and conducted in accordance with the Arizona Revised Uniform Arbitration Act at A.R.S. §12-1501, et seq.

A property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of A.R.S. § 32-1154(A). Any such complaint must be filed within the applicable time period set forth in A.R.S. § 32-1155(A). The Registrar's phone number is (602) 542-1525, and its website address is <http://www.azroc.gov/>.



To:	TOWN OF CLARKDALE	Contact:	Lou Andersen
Address:	Clarkdale, AZ	Phone:	
		Fax:	
Project Name:	Clarkdale - Broadway Rd Fog Seal	Bid Number:	
Project Location:	Broadway Road (Main St To 1 Mile South East), Clarkdale, AZ	Bid Date:	3/10/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Thermoplastic Striping 9th ST. To Town Limit					
7-10	60 Mil (4") White Thermoplastic Traffic Stripe	19,730.00	LF	\$0.55	\$10,851.50
7-11	60 Mil (4") Yellow Thermoplastic Traffic Stripe	19,400.00	LF	\$0.55	\$10,670.00
7-12	Transverse Thermoplastic 4" Equivalent	2,484.00	LF	\$1.30	\$3,229.20
7-13	Thermoplastic Symbol - Arrow, 90 Mil	3.00	EACH	\$205.00	\$615.00
7-15	Thermoplastic Symbol - Bike Lane Marking Set, 90 Mil	14.00	EACH	\$240.00	\$3,360.00
7-16	Thermoplastic Legend, Only - 90 Mil	2.00	EACH	\$205.00	\$410.00
9-1	Traffic Control (Not For Items No. 1.5)	20.00	HR	\$375.00	\$7,500.00
9-8	Paved Surface Cleaning	2.64	MILE	\$1,050.00	\$2,772.00
Total Price for above Thermoplastic Striping 9th ST. To Town Limit Items:					\$39,407.70
Type III Micro					
1-2	Crack Sealing 1/4" To 1" Width, > 5,000 LBS	5,500.00	LB	\$1.75	\$9,625.00
1-5	Traffic Control - Crack Sealing	5,500.00	LB	\$0.70	\$3,850.00
5-1	Micro Surface Binder : MSE (MAG Spec.), <100 TNS	35.00	TON	\$1,237.00	\$43,295.00
5-23	Traffic Control - Slurry And Micro Seal (Based On Binder TON)	38.00	TON	\$115.00	\$4,370.00
5-21	Slurry Seal Aggregate (Type III)	272.00	TON	\$170.00	\$46,240.00
7-4	15 Mil (4") White Traffic Paint Stripe	10,700.00	LF	\$0.20	\$2,140.00
7-5	15 Mil (4") Yellow Traffic Paint Stripe	10,900.00	LF	\$0.20	\$2,180.00
9-1	Traffic Control (Not For Items No. 1.5): TC For Striping, Survey	20.00	HR	\$375.00	\$7,500.00
9-2	Message Board (Per Unit Per Day)	20.00	DY	\$95.00	\$1,900.00
9-3	Uniformed Off-Duty Law Enforcement Officer & Official Vehicle	48.00	HR	\$100.00	\$4,800.00
9-6	Document Existing Pavement Markings	24.00	HR	\$250.00	\$6,000.00
9-8	Paved Surface Cleaning: 18,080 SY / 7,040 SY/Mile	2.57	MILE	\$1,050.00	\$2,698.50
Total Price for above Type III Micro Items:					\$134,598.50
Bid Price Subtotal:					\$174,006.20
Yavapai County, State And Clarkdale 7.05%:					\$12,272.66
Total Bid Price:					\$186,278.86

Notes:

- Pricing based off Pinal County JOC 234128ROQ
- Standard Terms and Conditions to follow.

6/26/2025 9:03:44 AM

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Contractors Licenses: AZ – 194430 • NV – 0040581 • NM – 022995 • UT – 944049-5501

† 623-907-2800 † 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353



To:	TOWN OF CLARKDALE	Contact:	Lou Andersen
Address:	Clarkdale, AZ	Phone:	
		Fax:	
Project Name:	Clarkdale - Broadway Rd Fog Seal	Bid Number:	
Project Location:	Broadway Road (Main St To 1 Mile South East), Clarkdale, AZ	Bid Date:	3/10/2025

- All work quoted above is scheduled on an "as available" basis unless otherwise stated. Cactus encourages customers to verify start dates as soon as possible and realize that schedule issues and or changes on your project may mean you will be moved back to our next available date behind other customers who have met their intended schedule. **Your project will not be formally scheduled without a binding letter of intent or a formal contract.** We apologize for any inconvenience, but we value our relationships with all customers.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.
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To: TOWN OF CLARKDALE Address: Clarkdale, AZ	Contact: Lou Andersen Phone: Fax:
Project Name: Clarkdale - Broadway Rd Fog Seal Project Location: Broadway Road (Main St To 1 Mile South East), Clarkdale, AZ	Bid Number: Bid Date: 3/10/2025

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Cactus Asphalt Authorized Signature: _____ Estimator: Jeff Smith
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This agreement shall be governed by and construed in accordance with Arizona law, and any lawsuit or arbitration arising from this agreement must be filed in Maricopa County, Arizona. If any provision of this agreement is determined invalid or unenforceable by a court of competent jurisdiction, that provision alone will be deemed stricken and the remainder of the agreement will be enforced.

Any dispute arising from this agreement, not timely resolved after good faith negotiation, will be submitted, at Cactus's sole discretion, to mediation, binding arbitration, or litigation in state court. If mediation is elected, its completion is an express condition precedent to Cactus's election of binding arbitration or state court litigation. If Cactus elects arbitration, the arbitration will be governed by and conducted in accordance with the Arizona Revised Uniform Arbitration Act at A.R.S. §12-1501, et seq.

A property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of A.R.S. § 32-1154(A). Any such complaint must be filed within the applicable time period set forth in A.R.S. § 32-1155(A). The Registrar's phone number is (602) 542-1525, and its website address is <http://www.azroc.gov/>.



Staff Report

Item Number: 7.D.

Agenda Item: **Tiffany Construction Proposal and Contract - 3rd North Sewer Project No. 223371**
Discuss, consider and act upon a proposal from Tiffany Construction in the amount of \$1,863,712.73 for the 3rd North Sewer Replacement Project.

Staff Contact: Joshua Tomerlin, Utilities Director

Meeting Date: July 8, 2025

Strategic Goal: This agenda item supports the following Clarkdale Strategic Goal Area:

- Goal Area 4 - Plan for the maintenance and growth of quality infrastructure that is sustainable and resilient.

Background: The original 100-year-old 6-inch clay sewer line for Third North Street is still in use and runs through the back of residential parcels, underneath structures, and pools. The sewer line has several issues that impede its function, maintenance, and repair.

Council awarded the design of the sewer line realignment to Ardurra on Nov. 14, 2023. Notifications were mailed to residents that would be impacted by the project and a neighborhood meeting was held on Oct. 3, 2024. Ardurra and Town staff met with each property owner on their parcel to make the necessary final adjustments to the design.

On March 11, 2025, the Town Council approved Resolution #1733 for a Clean Water Revolving Fund (CWRF) loan from the Water Infrastructure Finance Authority of Arizona (WIFA) in the amount of \$2,000,000 for assistance in funding the construction of the Third North Sewer Realignment Project.

The scope of work includes replacing and realigning the sewer main and service connections for approximately 23 homes. The project also entails realigning and replacing the water main and services for approximately eight of those homes to meet sewer and water line spacing regulations. Initially, the project includes restoration of residence yards, sidewalks and roadways that are impacted by this work.

We will be utilizing a cooperative contract from Coconino County Flood Control

Districts JOC, RFQ 2023-105 with Tiffany Construction. Tiffany Construction's proposal for the 3rd North Sewer Replacement Project is in the amount of \$1,863,712.73.

Budget Impact:

CIP: S09, Account:11-5-0800-8002 WIFA Loan Funds.

The WIFA CWRP loan in the amount of \$2,000,000 is expected to cover all construction costs with annual loan payments of approximately \$72,138 for the duration of the 25-year loan. The Town does qualify for up to \$600,000 in loan forgiveness from WIFA.

Recommendation:

Staff recommends that the Council approve the proposal from Tiffany Construction in the amount of \$1,863,712.73 for the 3rd North Sewer Replacement Project.

Town of Clarkdale

39 North 9th St, Clarkdale, Arizona 86324



PROPOSAL AND CONTRACT FOR THE FOLLOWING DESCRIBED WORK:

**TOWN OF CLARKDALE
3rd NORTH STREET SEWER
PROJECT NO. 223371**



Prepared By:



TOWN OF CLARKDALE, ARIZONA

PROPOSAL

TO: Honorable Mayor and Council
39 North 9th St,
Clarkdale, Arizona 86324

Having carefully examined the Contract Documents and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and all else necessary for the completion of the work listed and agrees to execute the Contract Documents and furnish the required Bonds and Certificates of Insurance for the completion of said work, at the locations and for the prices set forth on the SCHEDULE OF VALUES.

Understands that procurement of this project shall be in accordance with all applicable Standard Specifications and as otherwise required by the General Provisions and Additional Specifications included in the Contract Documents.

Agrees that upon receipt of Notice of Award from the Town of Clarkdale, they will execute the Contract Documents.

Work shall commence no later than July 7th, 2025, after the Notice to Proceed and shall be completed within 180 calendar days, beginning with the day following the starting date specified in the Notice to Proceed. The time allowed for completion of the work includes lead time for obtaining the necessary material and/or equipment.

June 24, 2025

The Town of Clarkdale retains the right to reject any or all proposals and to waive minor defects and technicalities or withhold the award, as may be deemed best for the interest of the Town.

This proposal shall be valid for a period of thirty days.

THIS PROPOSAL IS SUBMITTED BY Tiffany Construction Company, a
corporation organized under the laws of the State of Arizona, a partnership
consisting of _____ or individual trading as _____
_____ of the Town of _____ and is the
holder of Arizona State Contractor's License(s):

Classification(s) _____
A - General Engineering
No.(s) 071494

Respectfully submitted,

Tiffany Construction Company
Firm

7122 N. 27th Ave, Phoenix, Az 85051

Address

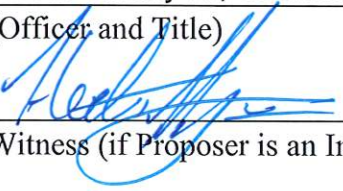

Herb Tiffany III, President

By (Officer & Title)

6/25/2025
Date

ATTEST:

Herb Tiffany IV, Secretary
(Officer and Title)



Witness (if Proposer is an Individual)

SCHEDULE OF VALUES

Firm Name: Tiffany Construction Company

Mailing Address: 7122 N. 27th Ave

Town Phoenix State Arizona Zip 85051

Telephone (602) 276-2414

PURSUANT to and in compliance with the Contract Documents relating to the construction of:

**TOWN OF CLARKDALE
3rd NORTH STREET SEWER
223371**

This is to certify that the above documents, as well as the site upon which work is to be performed and any and all conditions affecting the work, have been carefully examined, that the amount and nature of the work to be accomplished is thoroughly understood and that at no time will misunderstanding of the drawings, specifications or conditions to be overcome be alleged or pled as a basis for change orders, damages or non-performances,

I (We) acknowledge that the following Schedule of Values and table is for the convenience of the Town of Clarkdale to analyze the individual components of the Proposal and to provide a means for partial payments during the project. The sum of the extended unit prices shall be the final price for product procurement in accordance with the technical specifications. The total price listed on the Schedule of Values shall be the same as listed on the proposal to the Town of Clarkdale.

SCHEDULE OF VALUES INSTRUCTIONS:

1. The “ENGINEERS ESTIMATED QUANTITY” and the “CONTRACTORS UNIT PRICE” will be used as a means of computing progress payments and as a basis for any Change Orders incurred.
2. The Owner reserves the right to recalculate the following Schedules if they appear malapportioned.

SCHEDULE OF VALUES Town of Clarkdale 3rd North Street Sewer (223371)					
Item Description		Est. Quant.	Units	Unit Price	Total Price
	MOBILIZATION	1	LS	\$40,000.00	\$40,000.00
	TRAFFIC CONTROL	1	LS	\$33,500.00	\$33,500.00
	CONSTRUCTION STAKING	1	LS	\$32,900.00	\$32,900.00
	SWPPP	1	LS	\$3,600.00	\$3,600.00
	BOND	1	LS	\$12,200.00	\$12,200.00
	QUALITY CONTROL	1	LS	\$39,550.00	\$39,550.00
1	SAWCUT, REMOVE & DISPOSE EX ASPHALT	772	SY	\$39.60	\$30,571.20
2	REMOVE & DISPOSE OF EX CONCRETE CURB	190	LF	\$36.00	\$6,840.00
3	REMOVE & DISPOSE OF EX CONCRETE	1775	SF	\$11.50	\$20,412.50
5	REMOVE & DISPOSE OF APPURTENANCE	1	EA	\$245.00	\$245.00
6	ABANDON EXISTING MANHOLE	3	EA	\$1,800.00	\$5,400.00
7	CAP AND ABANDON EX SEWERLINE	3	EA	\$120.00	\$360.00
8	REMOVE OR ABANDON EX SEWERLINE	1800	LF	\$5.00	\$9,000.00
9	REMOVE OR ABANDON EX WATERLINE	590	LF	\$5.75	\$3,392.50
10	DISCONNECT WATER SERVICE	7	EA	\$315.00	\$2,205.00
12	REMOVE AND DISPOSE MANHOLE	2	EA	\$5,500.00	\$11,000.00
100	REGRADE UNPAVED ALLEY	1032	SY	\$12.60	\$13,003.20
101	ASPHALT REPAIR	772	SY	\$85.50	\$66,006.00
102	CONCRETE PATCHING	1105	SF	\$24.20	\$26,741.00
103	REPLACE CURB & GUTTER	10	LF	\$45.00	\$450.00
104	REPLACE SIDEWALK	256	SF	\$31.00	\$7,936.00
108	INSTALL SURVERY MONUMENT	1	EA	\$950.00	\$950.00
110	INSTALL DOUBLE YELLOW STRIPING	880	LF	\$3.25	\$2,860.00
112	REPLACE ROLLED CURB	150	LF	\$45.00	\$6,750.00
113	RELOCATE SIGN	1	EA	\$400.00	\$400.00
114	CONSTRUCT VALLEY GUTTER	405	SF	\$22.00	\$8,910.00
115	INSTALL TRUNCATED DOME	2	EA	\$715.00	\$1,430.00
116	INSTALL SINGLE REVEAL CURB	20	LF	\$45.00	\$900.00
117	CONSTRUCT CURB & GUTTER	27	LF	\$45.00	\$1,215.00
300	CONSTRUCT 8" PVC WATERLINE	570	LF	\$170.00	\$96,900.00
312	INSTALL 8" GATE VALVE	3	EA	\$3,850.00	\$11,550.00
314	CONNECT 8" GATE VALVE	2	EA	\$2,850.00	\$5,700.00

SCHEDULE OF VALUES Town of Clarkdale 3rd North Street Sewer (223371)					
Item Description		Est. Quant.	Units	Unit Price	Total Price
315	EXTEND EX WATER SERVICE LINE	7	EA	\$3,780.00	\$26,460.00
320	RELOCATE & INSTALL EX WATER METER	7	EA	\$1,530.00	\$10,710.00
370	CONSTRUCT 8" DIP WATER MAIN REALIGNMENT	1	EA	\$21,000.00	\$21,000.00
380	INSTALL AIR RELEASE VALVE	1	EA	\$7,500.00	\$7,500.00
401	PREPARE MAIN LINE FOR SEWER TIE IN	3	EA	\$750.00	\$2,250.00
402	INSTALL 4" SEWER SERVICE	2000	LF	\$179.00	\$358,000.00
403	SEVICE CONNECTION INTO MAINLINE W/ CLEANOUT	22	EA	\$1,500.00	\$33,000.00
406	SERVICE UTILITY CROSSING(S)	41	EA	\$1,300.00	\$53,300.00
407	INSTALL 48" SEWER MANHOLE	10	EA	\$18,730.00	\$187,300.00
408	CONNECT SEWERLINE LINE TO MANHOLE	3	EA	\$292.00	\$876.00
410	INSTALL 8" PVC SEWER MAIN	1665	LF	\$175.00	\$291,375.00
417	RECONNECT ADDITIONAL SERVICE TAPS	7	EA	\$2,250.00	\$15,750.00
419	INSTALL EXTRA PROTECTION	1	EA	\$4,500.00	\$4,500.00
420	INSTALL 48" SEWER DROP MANHOLE	1	EA	\$18,730.00	\$18,730.00
	ALLOWANCES				
	ROCK EXCAVATION	220	CY	\$197.25	\$43,395.00
	RELOCATE GAS LINE	1	EA	\$4,940.00	\$4,940.00
	HOMEOWNER YARD RESTORATION (T&M)	1	LS	\$150,000.00	\$150,000.00
4	REMOVE & DISPOSE OF LANDSCAPING PLANT	6	EA		
11	REMOVE AND DISPOSE FENCE	14	EA		
13	REMOVE FLAGSTONE, PAVERS, TILE	392	SF		
14	REMOVE AND SALVAGE PLANTER BOX	1	EA		
106	REPLACE FLAGSTONE, PAVERS OR TILE	392	SF		
107	REPLACE LANDSCAPING PLANTS	6	EA		
111	RECONSTRUCT SALVAGED PLANTER BOX	1	EA		
404	CMU BLOCK WALL REPLACEMENT	1	EA		
405	FENCE REPLACEMENT	13	EA		
415	REPLACE STACKED ROCK WALL	1	EA		
	SUBTOTAL COST				\$1,740,933.40
	TAX	1	LS	7.0525%	\$122,779.33

SCHEDULE OF VALUES Town of Clarkdale 3rd North Street Sewer (223371)				
Item Description	Est. Quant.	Units	Unit Price	Total Price
GRAND TOTAL, PRICE				\$1,863,712.73

GRAND TOTAL – PRICE (in words)

ONE MILLION EIGHT HUNDRED SIXTY-THREE THOUSAND SEVEN HUNDRED TWELVE
DOLLARS AND SEVENTY-THREE CENTS

NOTE: All quantities shown are approximate and are furnished solely for the contractor's convenience. The individual items are for use by the Town to analyze price, use as a basis for any supplemental agreements, and for partial progress payments.

CONTRACT DOCUMENTS

(The following documents are required for the Contract issuance)

CONTRACT

This Agreement, made and entered into this 25th day of June 2025 by and between the Town of Clarkdale, Arizona, party of the First Part, termed in these Contract Documents as the “Owner” and Tiffany Construction Company party of the Second Part, termed in these Contract Documents as the “Contractor,”

WITNESSETH, that the said Contractor does hereby covenant, contract, and agree with the Owner for an in consideration of the payments made as provides for herein, to the Contractor by said organization, and under the penalties expressed in the bonds and specifications hereto attached, at his/her proper cost and expense to do all the work and furnish all materials, tools, labor, traffic control and all appliances and appurtenances called for by this Contract, free from all claims, liens and charges whatsoever, in the manner and under the conditions hereinafter specified that are necessary for the project entitled:

TOWN OF CLARKDALE: 3rd N STREET SEWER Project # 223371

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the specifications, general provisions, and project drawings. The Proposal Package, Specifications, project description, General Provisions and Drawings, furnished by the Owner and any addenda and written clarifications thereto, are made part of this agreement.

In consideration for the satisfactory completion of the services specified herein, the Owner shall pay the Contractor up to a proposal price of (write in words):

\$ ONE MILLION EIGHT HUNDRED SIXTY-THREE THOUSAND SEVEN HUNDRED
TWELVE DOLLARS AND SEVENTY-THREE CENTS

STANDARD TERMS AND CONDITIONS

1. CERTIFICATION: By signature in the Offer section of the Offer and Contract Award page, the Contractor certifies:

- a. The submission of the offer did not involve collusion or other anti-competitive practices.
- b. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

2. INSURANCE: The Contractor shall, at all times during the process of the work, purchase and maintain with an insurance carrier (approved by the Owner) full coverage for workmen's compensation, property damage insurance in the amount of \$1,000,000, and public liability insurance in the amount of \$1,000,000, and fire, extended coverage, and theft insurance.

The Contractor's insurance carrier shall provide the Owner with the appropriate "Certificate of Insurance" for all coverage required. The certificated must include the type of coverage, the limits of coverage and the effective dates of said coverage and name the Owner as a co-insured.

In the event of cancellation of any of the required coverage, the insurance carrier must notify the Owner a minimum of ten (10) working days in advance of such cancellation.

Contractor shall provide a certification of General Liability Insurance Coverage in a minimum amount of \$1,000,000 Combined Single Limit per Occurrence and \$1,000,000 in the Annual Aggregate for Bodily Injury and Property Damage; \$1,000,000 Products/Completed Operations; and \$1,000,000 Personal & Advertising Injury. A Certificate of Insurance and Additional Insured Endorsement CG2010 shall be attached to this request. The Owner shall be named as co-insured on all insurance policies and certificates for the amount set out herein.

Contractor shall provide to the Owner a copy of the liability insurance certificate providing coverage for the Owner and naming the Owner as a co-insured in the above amount. Contractor must show proof of Worker's Compensation Insurance.

In no event shall the insurance coverages required by this Paragraph be considered or applied to limit the amount of damages that the Owner may recover from the Contractor in the event of a breach of this contract or any claim or cause of action that may arise during or from the work performed by the Contractor and/or any subcontractor with whom the Contractor contracts.

3. INDEMNIFICATION OF TOWN: Contractor shall defend, indemnify, and hold harmless the Owner, and its officers, employees, and agents from and against any and all liabilities, damages, losses and costs, including reasonable attorney fees and court costs, that may arise during or from the Contractor's performance of the work under this contract or from the Contractor's performance of its other duties and responsibilities under this contract, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Contractor, subcontractor, or other persons employed or used by the Contractor in the performance of the contract or any subcontract. Contractor shall include this Paragraph in contract or subcontract entered by Contractor for performance of work under this contract.

4. GRATUITIES: The Owner may, by written notice to the Contractor, cancel this contract if it is found by the Owner that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Owner, with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the Owner cancel this contract pursuant to this provision, the Owner shall be entitled, in addition to any other rights and remedies, to recover or withhold

from the Contractor the amount of the gratuity. Paying the expense of normal business meals which area available to all eligible Town government customers shall not be prohibited by this paragraph.

5. APPLICABLE LAW: In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona, and the Town of Clarkdale, including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act, and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the Owner that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the Owner. The Owner may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the Owner regarding any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters with any Subcontractors who provide Services under this agreement or any subcontract. "Services" is defined as furnishing labor, time, or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, utility, building or transportation facility, or any improvement to real property.

Contractor warrants for the term of this agreement and for six months thereafter that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be administrated by the Owner. Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise

provided in this contract or in statutes pertaining specifically to the Owner. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the Owner may cancel this contract without penalty or further obligations by the Owner or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Owner or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

6. CONTRACT AMENDMENTS: This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter contracts on behalf of the Owner and the Contractor.

7. SEVERABILITY: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

8. RELATIONSHIP OF THE PARTIES: It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any of the Owner payments issued hereunder, and that the Contractor should plan to directly pay such expenses, if any.

9. INTERPRETATION-PAROL EVIDENCE: This contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified, or rescinded except as provided for herein, absent a written agreement signed by both parties. Any attempt at oral modification of this contract shall be void and of no effect.

10. FORCE MAJEURE: Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror; hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring

force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

11. RIGHT TO AUDIT RECORDS: The Owner may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the Owner. This right to audit also empowers the Owner to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

12. TITLE AND RISK OF LOSS: The title and risk of loss of material and/or service shall not pass to the Owner until the Owner receives the material or service at the point of delivery, unless otherwise provided within this Contract.

13. PUBLIC RECORD: All offers submitted in response to this solicitation shall become property of the Owner and shall become a matter of public record available for review after the award notification. However, subsequent to the award of the contract, any information and documents obtained by the Owner during the course of an audit for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the Owner is ordered or otherwise directed to do so by a court of competent jurisdiction.

14. PROHIBITED LOBBYING ACTIVITIES: The Contractor or his/her agent or representative shall not contact, orally or in any written form, any Owner elected official or any Owner employee other than the District Manager, the procuring department, or Town Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a Town Council agenda. The Contractor's proposal shall be disqualified for violation of this provision. This provision shall not prohibit a Contractor from petitioning an elected official after submission of a staff report for placement on a Town Council agenda or engaging in any other protected First Amendment activity after submission of a staff report for placement on a Town Council agenda.

15. PROHIBITED POLITICAL CONTRIBUTIONS: The Contractor during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any Town elective office during the term of this Agreement. The Owner reserves the right to terminate the Agreement without penalty for any violation of this provision.

16. CONFIDENTIALITY OF RECORDS: The Contractor shall establish and maintain procedures and controls that are acceptable to the Owner for the purpose of assuring that information contained in its records or obtained from the Owner or from others in carrying out its

functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the Owner. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

17. IDENTITY THEFT PREVENTION: The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the Owner or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the Owner. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

18. CHOICE OF LAW, VENUE, AND ATTORNEYS' FEES: This Contract shall be interpreted and applied in accordance with Arizona law, including choice of law provisions. Any litigation initiated to enforce the terms and conditions of this Contract shall be filed in the Superior Court of Arizona for Yavapai County or the United States District Court for the District of Arizona. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, which shall include, but not be limited to, hourly compensation of all employees, officers, agents, or consultants necessary for such litigation and reasonable costs of meals, travel, and lodging.

IN WITNESS WHEREOF, two (2) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first herein written.

June 24, 2025

TOWN MANAGER

CONTRACTOR



Signature

APPROVED AS TO FORM:

President

Town Attorney

Title

Attest

Tiffany Construction Company
Company

Town Clerk

7122 N. 27th Ave, Phoenix, Az 85051

Address

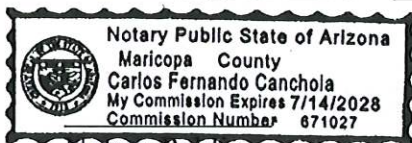
(602) 276-2414

Telephone #

STATE OF ARIZONA)

County of Maricopa) ss.
)

Signed before me this 25 day of June, 2025 by who is personally known
to be the President of Tiffany Construction



Notary Public

My Commission Expires on

7/14/28

GENERAL CONDITIONS

INTRODUCTION

The governing specifications for the Contract are defined in Town of Clarkdale Town Code, this Proposal package, the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction (MAG), the Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, and Construction Standard Details. Contract requirements for the Water Infrastructure Finance of Arizona (WIFA) Funds shall be adhered to and are attached to this document. Should any criteria set forth by these documents conflict, the more stringent criteria shall be adhered to as determined by the Engineer.

MAG UNIFORM STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION ARE HEREBY AMENDED TO INCLUDE THE FOLLOWING:

SECTION 101 ABBREVIATIONS AND DEFINITIONS

101.2 DEFINITIONS AND TERMS

Revised to Include:

The following definitions have been modified or added. All other definitions and terms not mentioned below, but used in this proposal package are as defined in MAG Section 101.

- | | | |
|----|-----------------------|---|
| A. | “Town” or “Owner” | Town of Clarkdale |
| B. | “Contracting Agency” | Town of Clarkdale |
| C. | “Town Representative” | Town of Clarkdale Town Manager or Designee |
| D. | “FHWA” | Federal Highway Administration |
| E. | “District” | ADOT, North Central District |
| F. | “Inspector” | Town of Clarkdale Town Manager or Designee |
| G. | “Sub-Contractor” | Any person, firm or corporation other than any employee of the Contractor, supplying for and under agreement with the Contractor for labor and materials at the project site in connection with this Contract |
| H. | “MAG” | The Uniform Standard Specifications for Public Works Construction by the Maricopa Association of Governments, latest edition. |
| I. | “Engineer” | Town Representative as designated at the Pre-Construction meeting |

SECTION 102 PROPOSAL REQUIREMENTS AND CONDITIONS

102.4 EXAMINATION OF PLANS, SPECIAL PROVISIONS AND SITE OF WORK

Revised to Include:

The Contractor acknowledges that he/she has satisfied himself/herself as to the nature and location of the work, the general and local conditions, including but not limited to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, sanitation facilities, roads and uncertainties of weather, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, and the character of equipment and facilities needed preliminary to and during the prosecution of the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself/herself with all the available information concerning these conditions will not relieve him/her from the responsibility of estimating properly the difficulty or cost of successfully performing the work.

The Contractor shall review any existing geotechnical or other reports available. The contractor may do such testing, including but not limited to borings or excavation of surface or sub-surface material to satisfy his obligations hereunder. Contractor is required to follow standard procedures for Blue Stake, notifications, traffic control plans, permits, etc., prior to commencing any field investigations.

Prior to submitting a Proposal, Contractors shall carefully read the specifications and other Contract Documents, visit the work sites and fully inform themselves as to all existing and local conditions and limitations. The Contract Documents show conditions as they are believed to exist, but is not intended to infer or guarantee that the conditions as shown therein constitute a representation by the Town or any of its officers that such conditions actually exist, nor shall the Town or any of its officers be liable for any loss sustained by the contractor as a result of any variance between conditions as indicated in the Contract Documents and the actual conditions revealed during the progress of the work or otherwise.

The submission of the proposal hereunder shall be considered as evidence that the Proposer has made the necessary investigation and is prima facie evidence that the Proposer is satisfied with respect to the conditions to be encountered, quantity and quality of the work or materials to be performed or furnished, and the requirements and provisions of the Contract Documents and that the Proposer agrees that, if he/she is awarded the Contract, he/she will make no claim against the Town based on mistakes, ignorance, or misunderstanding of the Contract provisions.

102.10 WITHDRAWALS OR REVISION OF PROPOSAL

Revise first Sentence:

Delete the word “telegram” and replace with “email”

END OF SECTION

SECTION 103 AWARD AND EXECUTION OF CONTRACT

103.7 EXECUTION AND APPROVAL OF CONTRACT

Revised to Include:

Once the Town Council has approved the Proposal and a Notice of Award has been given to the Contractor, the Contractor must submit the signed contract, Payment Bond, and the Performance Bond.

A Notice to Proceed will be issued to the Contractor on the date shown on the project Timeline.

The Contractor must furnish a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the total award amount, as computed on the schedule of values, from a Surety Company holding a permit from the State of Arizona.

The Contractor will sign two (2) identical Contracts with the Town of Clarkdale for the work specified herein at the price of his/her Proposal including any alternate Proposal awarded. Both signed Contracts will be returned to the Town. The Town Manager will then sign all copies and a fully executed original will be returned to the Contractor.

END OF SECTION

SECTION 104: SCOPE OF WORK

104.1 WORK TO BE DONE

104.1.1 General

Revised to Include:

RECORD DRAWINGS: The contractor is responsible for maintaining a set of as-built record drawings until the end of construction at which time the as-builts shall be turned over to the Town. Record drawings will be used to track the location of installed waterline and all appurtenances; as-built roadway improvements; and installed storm drain conveyance structures. Record Drawings are Construction drawings, documents or plans

which depict the locations of actual improvements to serve as a record of all improvements and changes to the original, approved plans.

Record Drawings shall show all changes that occurred during construction, including changes in materials, distances, lengths, locations, elevations, volumes, etc. This is to include all work performed by Subcontractors. The Contractor shall be responsible to accurately maintain records of the construction activities. This shall be provided to the Town upon completion of the work.

PRE-CONSTRUCTION VIDEO: The Contractor shall record and provide the Town with a pre-construction video (in readable format) of the full construction area prior to mobilization, paying special attention to the private property boundaries, improvements constructed on or near private property, and adequately documenting the existing conditions within the project corridor. This video will serve as a record of pre-existing conditions. It is in the best interest of the Contractor to record a thorough document for the record.

104.1.2 MAINTENANCE OF TRAFFIC

Revised To Include:

The Contractor shall perform all construction activities in a manner that allows at least 10 feet of vehicle access.

Within one week after the date of the Notice to Proceed, the selected Contractor shall submit a Traffic Control and Public Involvement Plan that shall also include temporary signage, on and offsite, to direct local and tourist vehicles and pedestrians to locations of significance.

The selected Contractor must also be responsive to additional signage which may be requested by other local businesses and should be prepared to reasonably negotiate with them on the type and location of such signage.

The Contractor shall notify the adjacent property owners, tenants, Town of Clarkdale Departments which may be affected, such as sanitation, police, fire department, etc., and any other parties which may be affected in writing and distribute the notice at least 72 hours prior to, and no earlier than one (1) week prior to performing the work that affects access to property or interrupts water or sewer service. Notification letters shall be approved by the Town. If there are any delays in the construction, the property owners shall be re-notified.

The Contractor shall coordinate with the owner and the Town prior to beginning work on private property. The Contractor shall contact the owner, in person, a minimum of 48 hours prior to commencing work on the property. If the first attempt is unsuccessful, second and third attempts shall be made in person and in writing. If the owner is

unavailable for coordination after three attempts, the Contractor may commence work after obtaining the Inspector's approval.

Any damage to or alteration of existing conditions on private or Town owned property while working outside the roadway, including markings placed during "Blue Stake" investigation, shall be repaired or replaced to the satisfaction of the owner and the Town Inspector by the Contractor at no additional cost to the Town. Existing conditions as defined herein shall include, but not be limited to: plants, rocks and other landscaping materials, plastic lining under rock, masonry walls, driveways unless otherwise noted on the Approved Plans, planters, electrical lines, lighting, septic systems, and underground sprinkler systems. Damaged irrigation or sprinkler lines shall be isolated and repaired within 24 hours. No payment for landscape restoration on private property shall be made for work not keynoted on the plans.

At least one lane of traffic is to be open at all times during the work. No open trenches shall be allowed to remain overnight. The Contractor is to receive approval from the Town on the length of lane closures to be implemented at any one time.

At all times, the selected Contractor is to maintain contact with local businesses to assure that appropriate business/customer access is preserved during the work.

All underground work must be completed to the satisfaction of the Town prior to the start of any surface work, unless the Contractor can provide a sequence of work schedule and traffic control plan which shall demonstrate, to the satisfaction of the Town, that neither traffic safety nor Contractor operations shall be adversely impacted. The Town shall have total discretion and authority to accept or reject the Contractor's proposed sequence of work schedule and traffic control plan.

104.1.3 Cleanup and Dust Control

Revised to Include:

The Contractor shall be cognizant of nuisance or inconvenience to the public and of excessive blowing of dust, dirt or refuse which can affect the adjacent properties and public areas and shall institute measures to control such, at the direction of the Town.

The Contractor shall be responsible for containing all construction activities within the limits of construction illustrated on the plans. The Contractor shall keep the site free from accumulations of waste materials, rubbish, and other debris resulting from construction operations. The Contractor shall provide on-site containers for collection and removal of waste materials in accordance with applicable regulations. The Contractor shall provide all required work and materials necessary to clean the site on a daily basis to the satisfaction of the Town Inspector.

104.2 ALTERATIONS OF WORK

104.2.1 By the Contracting Agency

Revised to Include:

The Town shall have the right to make such alterations, deletions and/or additions in or to the work herein described, or require such extra work as it shall find necessary in order to best accomplish the object and purpose hereof, and the same shall in no way affect or make void the Contract nor release the surety or sureties on any bond or bonds given to ensure the performance thereof to protect laborers or material suppliers.

The Town shall have authority to order minor changes in the work not inconsistent with the purposes thereof. However, no extra work or changes shall be made, except on written order of the Town first being obtained by the Contractor. Unless such order is first obtained, the Contractor shall not be entitled to payment for extra work. The Town shall be entitled to deductions from or credits to the Contract price for any changes reducing the costs of the work whether or not such order is first obtained.

There shall be no "extras" and/or added cost to the Contract price unless written prior approval is given by the Town three (3) working days, or more, in advance of the work being done by the Contractor. Such approval for extra cost shall be signed by the Town prior to such work being done by the Contractor.

When extra work or changes in the work are ordered by the Town, the Contractor shall furnish all labor, tools, material and equipment that may be necessary for the performance and completion thereof, and shall immediately proceed to perform or make the same. For such extra work or changes, the Contractor shall receive compensation based upon the detailed cost estimate quoted in the Contractor's proposal or upon prices previously agreed to in writing.

END OF SECTION

SECTION 105 CONTROL OF WORK

105.2 PLANS AND SHOP DRAWINGS

Revised to Include:

The Contractor shall include a cover sheet with all submittals listing the submittal items and if there are any deviations from the standard that are being requested for any item OR if they are per specification.

105.5 COOPERATION OF CONTRACTOR

Revised to Include:

The Contractors shall coordinate his/her work with other Contractors, the Town, individual property owners and other emergency service organizations within the project area.

The Contractor shall have on the project site at all times during work, a competent superintendent and any necessary assistants, all satisfactory to the Town. The superintendent shall not be changed except with the prior consent of the Town, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The superintendent shall represent the Contractor in his absence and all directions given to him/her shall be as binding as if given to the Contractor. Representations made by the Contractor's designated Superintendent shall be binding on the Contractor. Sub-contractors and/or sub-contractor personnel will not be considered as authorized superintendents for the Contractor.

PRE-CONSTRUCTION CONFERENCE: The Contractor and all subcontractors shall attend a pre-construction conference meeting at a time and location designated by the Town. The Contractor shall be prepared and ready to present to the Town all required schedules, plans, etc. as described elsewhere in these special provisions and within the MAG Standard Specifications.

WEEKLY MEETINGS: The Contractor shall plan for and attend weekly construction progress meetings with the Town at a location and designated time determined by the Town. The Contractor shall include in the construction schedule adequate time for weekly construction progress meetings. The Contractor shall submit an additional two-week schedule for future meetings at the weekly meetings.

CONSTRUCTION FIELD OFFICE: A construction field office is not required for this project by the Town of Clarkdale, but optional for the contractor.

105.12 MAINTENANCE DURING CONSTRUCTION

Revised to Include:

The Contractor assumes full responsibility for the safe keeping of all materials and equipment and for the protection of all unfinished work until final acceptance by the Town and if any of it is damaged or destroyed from any cause, he/she shall replace it at his own expense.

FLOODING PROTECTION: Contractor shall protect each construction site from flooding during storm events. The Town of Clarkdale shall not be responsible for additional cost associated with flood damage during storm events.

105.13 FAILURE TO MAINTAIN ROADWAY OR STRUCTURE

Revised to Include:

Any damages to the roadway as a result of the Contractor's work will be repaired by the Contractor. Any detours, haul roads, etc., required as a part of the Contract will be the

responsibility of the Contractor to construct and repair/restore following completion of the work.

105.15 ACCEPTANCE

105.15(B) Revised to Include:

The Contractor will provide written notice that the entire project is substantially complete. This notice indicates that the owner can occupy or utilize the work for its intended use. The Town will make a final inspection, and will notify the Contractor in writing of all incomplete or defective work. The Contractor shall immediately take measures as are necessary to remedy such deficiencies.

The Contractor shall not receive final payment until all incomplete or defective work has been completed or corrected and the entire project has been accepted by the Town.

END OF SECTION

SECTION 106 CONTROL OF MATERIALS

106.2 SAMPLES AND TESTS OF MATERIALS

Revised to Include:

Contractor is required to provide certifications and test results to the Town for all materials incorporated into the project in a timely manner.

The Town has the right to ask for literature and samples of items to be used in the construction of the project by the Contractor as noted in the Contract Documents.

The Contractor shall pay for all samples required, including but not limited to, sample, shipping and delivery charges. Materials testing and certified results shall be provided to the Town at the Contractors expense.

106.4 TRADE NAMES AND SUBSTITUTIONS

Revised to Include:

J. That the equipment, tools or materials proposed for substitution are equal to or superior to that specified in the Contract, and further, that the equipment named in the specifications cannot be delivered to the job in time to complete the work in proper sequence of work of other contractors, due to conditions beyond the control of the Contractor. To receive consideration, requests for substitutions must be accompanied by documentary proof of equality of difference in price and delivery time, if any, in the form of certified quotations from suppliers of both specified and proposed equipment.

K. In case of a difference in cost, the Town shall receive all benefits of the difference in cost involved in any substitution, and the Contract shall be altered by change order to

credit the Town with the savings so obtained. If the substituted equipment, tools, or materials are more expensive, the additional expense shall be borne by the Contractor.
END OF SECTION

SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.1 LAWS TO BE OBSERVED

Revised to Include:

Where drawings, specifications, or special provisions conflict with the laws or codes the law shall be followed, but where drawings, specifications or special provisions are over and above the requirements of law, the drawings, specifications and special provisions shall be followed.

107.2 PERMITS:

Shall be replaced by the following:

The Contractor shall, at their own expense, procure all permits, certificates and licenses required of them by law for the execution of his work. The Contractor shall, at their own expense, obtain any necessary permits required by laws or codes to perform the work specified herein. It shall be the responsibility of the Contractor to obtain and provide payment for all required permits for construction.

107.5 SAFETY, HEALTH AND SANITATION PROVISIONS

Revised to Include:

The Contractor shall comply with the provisions of William Steiger Safety and Health Act of 1970 and the Occupational Safety and Health Act, 1972. The Contractor shall require all their employees to wear approved safety vests while in the Town right of way.

107.7 BARRICADES AND WARNING SIGNS

Revised to Include:

The Contractor shall design, provide, and maintain throughout the performance of the Contract work such signage, barriers and other safeguards as may be required for traffic and pedestrian safety and control, as needed.

Maintenance Roads constructed by this project should be signed “Closed” and barricaded from public access during construction until final fencing, gates and locks are installed.

107.9 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

Revised to Include:

The Contractor shall be financially responsible for safe-guarding of the existing buildings, utilities and property, and persons during construction from damage or injury.

The Contractor shall be responsible for all damages to existing items, including but not limited to, roadways, piping systems, electrical systems, vegetation, or other property caused by his/her work owned by Town or other entities/individuals. He/she shall repair, at his/her expense, all damage so caused and in a manner satisfactory to the Town. It is the Contractor's responsibility to inform the Town of any needed repairs prior to start of repairs.

Contractor shall salvage and/or relocate existing landscape. Contractor will be responsible for restoring all other landscape and hardscape damaged by Contractor's work to original condition. Should perceived damages occur to private or Town property or otherwise as an apparent result of construction activities and the Contractor cannot verify or produce visual evidence of the pre-existing conditions, the Contractor shall be held responsible for the damages.

END OF SECTION

SECTION 108 COMMENCEMENT, PROSECUTION, AND PROGRESS

108.1 NOTICE TO PROCEED

Revised to Include:

The Contractor shall be issued a NOTICE TO PROCEED which sets the date the Contractor shall begin.

108.4 CONTRACTORS CONSTRUCTION SCHEDULE

Revised to Include:

This Contract requires a construction schedule. The construction schedule shall be in sufficient detail so that the Town may plan their work on the project. This schedule does not waive the requirement to provide the Town seventy-two (72) hours' notice prior to beginning work on a different section of the project. A detailed proposed construction schedule and sequence of basic operations meeting the general Contract requirements shall be submitted to the Town prior to or at the Pre-Construction meeting. The Contractor's work sequence and schedule shall be approved by the Town before any work commences.

The Contractor shall be responsible for planning, scheduling, and reporting the progress of the work as to ensure timely completion of the work called for in the contract. The Contractor shall submit a schedule of the work prior to beginning construction which shall include a list of work items and the start and stop dates of each item.

The Contractor shall make three (3) copies and submit updated schedules and reports in one-week increments commencing from the date of the Notice to Proceed in conformance with the following:

A. The Town shall determine if the schedule requires revision in whole or in part, and

shall inform the Contractor of such revisions and of non-compliance with contract schedule within five (5) calendar days of such non-compliance.

- B. The report shall show the activities or portion of activities completed during the two week period and the portion completed on the project to date. Actual start and finish dates shall be shown plus future activities for the next two (2) week period
- C. The report shall state the percentage of contract amount actually earned as of the report date.

No direct payment will be made to Contractor for costs relating to preparation and submission of schedules and reports and revisions thereto.

108.5 LIMITATION OF OPERATIONS

Revised to Include:

The Contractor shall plan construction activities between regular working hours. Regular working hours are defined as 7:00 a.m. to 7:00 p.m., Monday through Friday, excluding federal and state holidays. **Only at the Town's request or its approval will work be conducted outside of these hours.**

Work outside these hours is permissible provided a construction schedule has been prepared, submitted to and found acceptable by the Town of Clarkdale. The Town retains the right to retract approval of a revised schedule if complaints are received. The schedule shall identify the work to be performed including the location and duration of planned activities. Submittals shall be made a minimum of seven days prior to the planned work to allow sufficient time for the Town to review the request and schedule any necessary inspections.

108.8 GUARANTEE AND WARRANTEE PROVISIONS

Revised to Include:

Except as specifically provided otherwise, the Contractor shall guarantee all work against defective material for a period of one (1) year from the date of the Final Acceptance by the Town of the Contract work. Workmanship warranties will be provided for a period of two (2) years from the date of Final Acceptance.

Defective work, noticed to Contractor prior to final payment, requiring replacement or repair shall be done immediately by the Contractor at his/her own expense. In case of failure of the Contractor to make such corrections or replacements at Contractor's expense, the Town will withhold any money due the Contractor, under his/her Contract, in an amount equal to the expense so incurred. In case this expense is in excess of any balance due said Contractor under the Contract, Contractor shall pay the amount of such excess to

the Town. Contractor shall be disqualified from future Town proposals until the balance due is paid to Town.

The Town shall give notice to the Contractor, via certified mail, of work found defective within the established warranty periods. The Contractor has fourteen (14) calendar days after receipt of said notice to give a schedule as to when the defective work shall be repaired/replaced at the Contractors expense. Failure to respond and schedule the respective repair/replacement work items(s) shall disqualify the Contractor from proposing on any future Town contracts. Disqualification shall be lifted after Contractor completes the work, at his own expense or after the Town has the work completed and that work expense is paid by the Contractor to the Town.

108.11 TERMINATION OF CONTRACT

Revised to Include:

If the Contractor shall be adjudged bankrupt, or if he/she should make general assignment for the benefit of his/her creditors, or if a receiver should be appointed on account of his insolvency, or if he/she should persistently or repeatedly refuse or should fail to supply enough properly skilled workmen or proper materials, or if he/she should fail to make prompt payment to subcontractors for material for labor, or persistently disregard laws, ordinances, or the instructions of the Inspector, or otherwise be guilty of a material violation of any provision of the Contract, then the Town may without prejudice to any other right or remedy and after giving the Contractor and his surety, if any, seven (7) calendar days written notice, terminate the employment of the Contractor and take possession of the premises and all materials, tools and appliances thereon and finish the work by whatever method the Town may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work including compensation for additional engineering, managerial and administration expenses, such excess shall be paid the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Town.

Standard termination of this Contract will occur three (3) years after the Notice of Award date, i.e., if Contractor fails to complete inspection punch-list items, call for inspection, etc. by that date. Town reserves the option to complete work and close out the project account without further payment to the Contractor.

END OF SECTION

SECTION 109 MEASUREMENTS AND PAYMENTS

109.2.1 TAXES AND FEES

Revised to Include:

The Contractor shall not include taxes and fees on exempt items, as outlined in the most

current edition of the Arizona Revised Statutes. The Contractor shall furnish the Town with a list of suppliers including materials and equipment furnished by each, which are exempt.

109.5.4.1 WORK PERFORMED BY SUBCONTRACTORS

Revised to Include:

The Contractor shall be responsible for the work of all subcontractors as stated herein.

The Contractor shall indemnify and save harmless the Town against any claims filed for non-payment of his/her bills for subcontractors, labor and/or materials used in connection with the Contract work.

109.7 PAYMENT FOR BOND ISSUE AND BUDGET PROJECTS

Revised to Include:

It is mutually agreed between the parties to the Contract that no certificate given or payment made under the Contract, except the final certification of final payment, shall be conclusive evidence of the performance of the Contract, and no payment shall be construed to be an acceptance of any defective work or improper material.

Progress payments shall be made on this Contract.

Requests for payment shall be received by the Town by the end of each month prior to the month in which payment will be made. Otherwise, the Contractor should expect at least a forty-five (45) day delay in being paid without exception. The following is the procedure to be followed in order to receive payment in a timely manner:

Submit an invoice to the Town with the following information:

1. Quantities and percentage complete by the end of each month.
2. Invoice number.
3. Pay request number.
4. Prior payments, retention amounts and change orders.

Revised to Include:

After completion of all Contract work, the Contractor shall file with the Town his/her affidavit, sworn to before a Notary Public, stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the project have been paid in full and there are no bills outstanding against the project for either labor or materials, except certain items, if any, to be set forth in such affidavit, covering disputed claims, or items in connection with which notices to withhold have been filed.

The affidavit shall also state that all completed work under this Contract is guaranteed for a period of one (1) year or as stipulated by Arizona State Law from the date of Final

Acceptance by the Town except where specified herein.

The filing of such affidavit by the Contractor shall be a prerequisite to the making of the final payment on the Contract by the Town.

END OF SECTION

WIFA CONTRACT DOCUMENTS



Contract Packet

Governmental

Includes:

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

**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.

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

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 country 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
Clean Water Revolving Fund
Drinking Water Revolving Fund**

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 CWRP and DWRP 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 CWRF 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

American Iron and Steel Materials and De Minimis Worksheet

Rev: 03/2020

Water Infrastructure Finance Authority of Arizona CWSRF and DWSRF Funded Projects

[Visit EPA's Guidance Document for more information on American Iron and Steel Covered Products and De Minimis items.](#)

Project:			
Total Materials Cost:		\$0.00	
Total Amount Covered Under De Minimis Waiver (incidental items):		\$0.00	
Percent (must be 5% or less of total materials cost):		#DIV/0!	

Covered products include: Lined or unlined pipes or fittings; manhole covers; municipal castings; pipe clamps and restraints; valves; structural steel; hydrants, tanks; flanges; reinforced precast concrete; construction materials.

Products not subject to American Iron and Steel include mechanical and electrical equipment and related appurtenances.

Incidental items are miscellaneous, generally low-cost items, often procured in bulk, such as washers, screws, fasteners, small amounts of wire, etc.

Product Classification (select from drop-down)	Product Description	Dollar Amount	Date Purchased	Supplier	AIS Documentation Received (covered products only)

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 QUADRUPLICATE, TO THE CONTRACTING OFFICER.

1. TO: ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210		2. FROM: (REPORTING OFFICE)		
3. CONTRACTOR				4. DATE OF REQUEST
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)
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) (Use reverse or attach additional sheets, if necessary)	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	
16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. ☐ AGREE ☐ DISAGREE

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



PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1)	(2)	(3)	OT OR ST	(4) DAY AND DATE	(5)	(6)	(7)	(8) DEDUCTIONS						(9)							
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION									TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK	
				HOURS WORKED EACH DAY																	
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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) 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.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, 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, 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

(over)

Page 130 of 149

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/resources/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.	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. 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: • 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). 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.

EMPLOYEE INTERVIEW FOR DAVIS-BACON LABOR STANDARDS

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	

"General Decision Number: AZ20250061 06/20/2025

Superseded General Decision Number: AZ20240061

State: Arizona

Construction Type: Heavy

County: Yavapai County in Arizona.

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).

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:	◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$17.75 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 2025.
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:	◆ Executive Order 13658 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

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	01/03/2025
1	02/07/2025
2	06/06/2025
3	06/20/2025

* ELEC0570-014 06/01/2025

	Rates	Fringes
Electrician.....	\$ 33.00	21.33%+6.00

ELEC0769-001 08/04/2024		

	Rates	Fringes
Electrician: Lineperson.....	\$ 59.69	20.83

ELEC0769-003 08/04/2024		

	Rates	Fringes
Electrician: Groundperson.....	\$ 34.62	15.82

ELEC0769-004 08/04/2024		

	Rates	Fringes
Electrician: Line Equipment Operator.....	\$ 44.77	17.84

ENGI0012-035 12/01/2024		

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Oiler.....	\$ 32.29	18.12

ENGI0012-037 12/01/2024		

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Field Equipment Serviceperson.....	\$ 35.56	18.12

ENGI0012-042 12/01/2024		

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Crane/Derrick.....	\$ 36.64	18.12

ENGI0012-043 12/01/2024		

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Mechanic.....	\$ 37.67	18.12

ENGI0012-044 12/01/2024		

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 32.29	18.12

ENGI0012-045 12/01/2024		

POWER EQUIPMENT OPERATOR:

Backhoe/Backhoe & Loader

Combo/Track Backhoe.....\$ 35.56 18.12

ENGI0012-046 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Bulldozer.....

\$ 35.56 18.12

ENGI0012-047 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Compactor/Roller.....

\$ 35.56 18.12

ENGI0012-048 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Drill Rig/Auger.....

\$ 35.56 18.12

ENGI0012-049 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Loader/Front End Loader.....

\$ 35.56 18.12

ENGI0012-054 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Trencher.....

\$ 35.56 18.12

ENGI0012-055 12/01/2024

Rates Fringes

TRUCK DRIVER

Hydrovac.....

\$ 35.56 18.12

ENGI0012-058 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Excavator/Trackhoe.....

\$ 36.64 18.12

ENGI0012-059 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Grade Checker.....

\$ 36.64 18.12

ENGI0012-061 12/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR:

Motor Grader/Blade.....	\$ 36.64	18.12
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LAB01184-013 06/01/2025

Rates	Fringes
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Laborer: Jackhammer.....	\$ 29.05	9.26
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LAB01184-014 06/01/2025

Rates	Fringes
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Laborer: Pipelayer.....	\$ 29.91	9.26
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LAB01184-015 06/01/2025

Rates	Fringes
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Power Equipment Operator: Forklift.....	\$ 30.88	9.26
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LAB01184-016 06/01/2025

Rates	Fringes
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Power Equipment Operator: Horizontal Directional Drill.....	\$ 31.98	9.26
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LAB01184-022 06/01/2025

Rates	Fringes
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Laborer: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 29.05	9.26
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LAB01184-028 06/01/2025

Rates	Fringes
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LABORER: Grade Setter.....	\$ 29.91	9.26
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LAB01184-034 06/01/2025

Rates	Fringes
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Truck Driver: Concrete.....	\$ 30.88	9.26
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LAB01184-035 06/01/2025

Rates	Fringes
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Truck Driver: Dump.....	\$ 30.88	9.26
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LAB01184-036 06/01/2025

Rates	Fringes
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Truck Driver: Water.....	\$ 30.88	9.26
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LAB01184-042 06/01/2025

	Rates	Fringes
Traffic Control.....	\$ 27.41	9.26

LAB01184-050 06/01/2025

	Rates	Fringes
Carpenter: Formwork Concrete.....	\$ 31.98	9.26

* UAVG-AZ-0005 01/01/2025

	Rates	Fringes
Laborer: Mason Tender.....	\$ 27.79	8.87

SUAZ2023-011 11/19/2024

	Rates	Fringes
Laborer: General.....	\$ 24.02	3.86
Power Equipment Operator: Scraper.....	\$ 32.41	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular

rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and

prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

ADDENDUM TO AGREEMENT

This Addendum is added to that certain Contract (the "Contract") of even date herewith between the **Town of Clarkdale**, a municipal corporation of the State of Arizona (hereinafter "Town") and **Tiffany Construction Company**, an Arizona corporation (hereinafter "Contractor"), to include the following provisions, the same as if said provisions were contained in the body of said document.

RECITALS

- A. After a competitive procurement process, Coconino County Flood Control District ("CCFCD"), on behalf of itself and the Strategic Alliance for Volume Expenditures ("SAVE"), a cooperative purchasing group, finalized a Job Order Contract ("JOC Contract") with Tiffany Construction Company, an Arizona corporation, on June 6, 2023.
- B. Pursuant to A.R.S. § 41-2632 and Town Code Article 3-3, Section 3-3-9(D), the Town may bypass formal bidding if another governmental entity has contracted for the same goods or services and if it is deemed by the purchasing agent that separate bidding would not yield lower prices.
- C. The goods and services stipulated in the JOC Contract align with the Town's requirements, and the purchasing agent has determined that a formal bidding process would unlikely offer a cost advantage.
- D. As a participant in SAVE, the Town is entitled to utilize the JOC Contract for job order construction services.
- E. The Town and Contractor desire to enter into the Contract, and this Addendum, for the purpose of (i) acknowledging a cooperative purchasing contractual relationship under the JOC Contract and (ii) contracting for the job order specified herein.

ADDENDUM

- 1. Incorporation of JOC Contract. The parties acknowledge and agree that the Contract is made pursuant to and in accordance with that certain Job Order Contract ("JOC Contract") entered into between Coconino County Flood Control District and Tiffany Construction Company on June 6, 2023, through the Strategic Alliance for Volume Expenditures ("SAVE"). The terms and conditions of the JOC Contract are hereby incorporated into this Contract by reference as if fully set forth herein.
- 2. WIFA Compliance. Contractor agrees to comply with all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the project. This compliance obligation encompasses, without limitation, all WIFA requirements placed upon the Town in its loan agreements with WIFA, including those set forth in the WIFA Contract Packet attached to the Contract, which shall be binding upon Contractor to the same extent as they are binding upon the Town. Contractor shall include such requirements in any contract with a subcontractor who will furnish labor, time or effort towards project completion on behalf of Contractor.
 - a. Debarment and Suspension. Contractor shall, on or before the date the parties enter into the Contract, provide to the Town the SAM.gov certification reflecting that Contractor is not debarred or suspended.
 - b. Compliance with Federal Regulations. For the avoidance of doubt, Contractor agrees to comply with any and all requirements placed upon the Town by way of its receipt of WIFA Funds pursuant to 2 CFR Part 200 and its Subparts, including record retention requirements.
- 3. Non-Discrimination: Contractor warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination

prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.

4. Forced Labor of Ethnic Uyghurs A.R.S. § 35-394. To the extent applicable, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; (3) any contractors, 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. If the Contractor becomes aware during the term of the contract that it is not in compliance with this certification, Contractor shall notify HPDWID within five days of becoming aware of the noncompliance. If Contractor does not provide the public entity with a written certification that the company has remedied the noncompliance within one hundred eighty days after notifying the public entity of the noncompliance, the contract shall terminate.
5. Anti-Israeli Boycott A.R.S. § 35-393.01. To the extent applicable, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, engage in a boycott of goods or services from Israel. The Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Contractor (if any) are currently engaged in a boycott of Israel. The Contractor further and additionally agrees that for the duration of this Agreement, neither Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Contractor (if any) shall engage in a boycott of Israel.

"Boycott of Israel" shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

6. Subcontractors. Contractor shall provide a list of all subcontractors hired and all subcontractors used by Contractor for the performance of any responsibilities under the Contract. Contractor agrees to provide said disclosure to the Town within twenty-four (24) hours of Contractor entering into a contract with a subcontractor to provide any services under the provisions of the Contract. Contractor warrants to the Town that all subcontractors used by Contractor shall be fully prepared and capable of performing all subcontractors' responsibilities. It is agreed that all subcontractors performing work under the Contract must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that all terms and conditions of the Contract and this Addendum be incorporated therein, namely the WIFA Contract Packet and associated requirements.
7. Non-appropriation: This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the Town to expenditures in excess of funds appropriated and allotted for the purposes outlined in the Agreement.
8. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.
9. Other Agreements: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
10. Insurance: The Contractor shall purchase (and maintain) from a company or companies lawfully authorized to do business in Arizona such insurance as will protect the Contractor and Town from claims set forth below which may arise out of or result from the Contractor's operations under the parties' Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. claims under Workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed. The Contractor and all subcontractors of Contractor, on request shall furnish to Town duly executed forms as prescribed by the Arizona Industrial Commission showing that Workmen's Compensation and Occupational Disease Insurance is in full force and effect;
- b. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees, where attributable to Contractor's act or omission;
- d. claims for damages as a result of personal injury, whether or not arising out of the employment with the Contractor;
- e. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- f. claims for cyber incidents, including data breaches, business interruption, and network damage;
- g. claims for professional errors or omissions;
- h. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- i. claims involving Contractor's obligations of indemnity under the parties' agreement.

The insurance required by this section shall be written in the amount of not less than \$1,000,000 single claim and \$2,000,000 aggregate limit of liability.

11. Limits of Liability: Notwithstanding any provision or proposal to the contrary, the Contractor's liability shall not be limited to the amount of its fees or applicable insurance coverage, but instead the Contractor shall be liable for the full amount of any damages as a result of the Contractor's breach of Agreement or negligent acts or omissions.
12. Termination for Convenience: The Town reserves the right to terminate the Agreement, in whole or in part at any time without penalty or recourse, upon thirty (30) days' written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Town. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to Town upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed and materials accepted before the effective date of the termination, and shall not be entitled to any further amounts.
13. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Addendum shall be deemed to be inserted herein, and this Addendum shall be read and enforced as though it were included therein.
14. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Addendum, the Contract, and the JOC Contract, the documents shall govern in the following order: this Addendum, the Contract, then the JOC Contract.

[Signature Page Follows]

This Addendum shall be effective on and from the date last signed below. To the extent this Addendum conflicts with or is inconsistent with any term of the original Agreement referenced above, this Addendum shall control. In all other respects and manner, the original Agreement entered into by and between the parties shall remain in full force and effect.

TOWN OF CLARKDALE

Susan Guthrie, Town Manager

Date

ATTEST

Charity Brooks
Town Clerk

Date

Approved as to form:

Stephen W. Polk
Town Attorney

Date

CONTRACTOR

By: Herbert C. Tiffany
Its: President

Date



Staff Report

Item Number: 7.E.

Agenda Item: **FY 2024-2025 Budget Transfers**
Discuss, consider and act upon the budget transfers for the 2024-2025 fiscal year.

Staff Contact: Joe Duffy, Finance Director

Meeting Date: July 8, 2025

Strategic Goal: This agenda item supports the following Clarkdale Strategic Goal Area:

- Goal Area 5 - Strategically invest in organizational development to enhance efficiency and service delivery and to attract and retain an exemplary workforce.

Background: Arizona Revised Statutes Title 42, Chapter 17, Article 3 defines the requirements for the local government budget process. A city or town cannot increase its budget once the budget is approved by its governing body. The Statutes allow for the transfer of budget authority from one budget item to another if all the following apply:

- The monies are available.
- The transfer is in the public interest and based on a demonstrated need.
- The transfer does not result in a violation of the limitations prescribed in Article IX, Sections 19 and 20, the Constitution of Arizona (i.e., property tax levy and expenditure limitation requirements).
- A majority of the members of the governing body vote affirmatively on the transfer at a public meeting.

As the annual adopted budget is a plan of expected financial outcomes built to meet the needs and priorities of the Community, it will often be the case that the budget will require adjustment during the year.

Upon review of the FY2024-2025 operations, the Town staff identified certain instances where budget authority transfers are necessary. The recommended transfers are in compliance with and conform to the Council adopted financial policies.

The attached table reflects the recommended Department operating transfers for FY2024-2025.

Additionally, transfers included in the FY2025 budget have been made.

Budget Impact: There is no budget impact, as the recommended transfers do not increase the overall budget.

Recommendation: Staff recommends that the Council approve the budget transfers as presented for the 2024-2025 fiscal year.

Recommended Budgetary Amendments & Transfers for the Fiscal Year Ending June 30, 2025

Fund	Budget Item	Original Budget	Increase(Decrease)	Revised Budget	Reason for Transfer
General Fund	Contingency	\$1,398,166	(\$560,500)	\$837,666	
General Fund	Finance Department	\$341,743	\$50,000	\$391,743	Staff Turnover
General Fund	Public Works	\$658,204	\$20,000	\$678,204	Misc. line items – water, elec., etc
General Fund CIP	Clark Building North Soffit	\$45,000	\$490,500	\$535,500	Clark Building Rehab