

Instructions to Bidders

Bidders must adhere to the following:

1. Complete the Contractor's Qualification Statement, being certain to include the following information:
 - a. Include information concerning the firm's experience in the past five (5) years in the construction of public facilities, specifically identifying projects funded with federal dollars subject to federal Labor Standards/Davis-Bacon. List the most representative projects. Be certain to include information on how to contact the owner as these references may be verified during the scoring process.
 - b. Identify the project team (owner, construction supervisor, bookkeeper, etc.) and crew make-up by classification (carpenter, concrete finisher, laborer, etc.). Remember to submit short resumes of the key personnel.
 - c. Provide a list of current major project commitments by the firm.
 - d. Provide a minimum of three (3) credit references including company name, contact person, address and telephone number.
2. Utilizing the form provided, identify sub-contractors and material suppliers known when bid is submitted.
3. Provide a detailed timeframe for project completion.
4. Utilizing the form provided, submit the LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements. This form is to be signed by the owner or corporate officer of the bidder.
5. Utilizing the form provided, submit the Certifications. This form is to be signed by the owner or corporate officer of the bidder.

Bid Security, Performance Bond and Payment Bond

The bid guarantee shall be in the form of a certified or cashier's check, upon a solvent bank or a surety bond for five (5%) percent of the amount of the bid.

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

Such bonds shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of

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

Insurance

The contractor shall purchase and maintain during the contract time insurance as listed in the contract. The contractor will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to the *City of Bullhead City*.

The Certificate of Insurance shall name as additional insured the *City of Bullhead City* and *its employees and Consultants*. As required by law, the Certificate of Insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Arizona or countersigned by an agent of the carrier authorized to do business in the State of Arizona.

Additionally, the contractor will be required to purchase and maintain Worker's Compensation Insurance, including occupational disease provisions, for all employees at the site of the project. In case any work is sublet, the contractor shall require such sub-contractor similarly to provide Workers' Compensation Insurance, including occupational disease provisions, for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

COMPLETE THE FOLLOWING INSURANCE REQUIREMENTS AFTER CONSULTATION WITH LEGAL COUNSEL.

- Workers' Compensation (statutory)
- Protective Bodily Injury
- Personal Property
- Automobile Bodily Injury and Property Damage

Award of the Contract

The *City of Bullhead City* reserves the right to reject any and all bids and to award the contract to other than the low bidder with good cause. The *City* further reserves the right to waive any informality or irregularities in the bidding process. Additionally, the bidder recognizes the right of the *City* to reject a

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

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

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

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

Protest Procedure

Bid protests shall be submitted in writing to: *City Clerk, City of Bullhead City, 2355 Trane Road, Bullhead City Arizona 86442* within *seventy-two (72) hours* of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, ADOH, *Public Works Director* or others, the *City* will respond to the protest. The *City of Bullhead City* reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

The Following Documents are attached and made a condition of this bid:

Required Bid Security

Contractor Qualification Statement and supporting documentation

Sub-contractor and Material Suppliers list

LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

Certifications

Non-Collusion Affidavit

GENERAL CONDITIONS

FEDERAL FUNDS: This contract is being funded by a **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**, under a grant to Bullhead City from the **ARIZONA DEPARTMENT OF HOUSING (ADOH) AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)**. The contractor acknowledges that all applicable Federal Regulations and laws apply, and he must provide proof of registration with Sam.gov, his EIN Number and proof of his designated DUNS number.

CONTRACT: The “Contract” is the written agreement covering the performance of the work and furnishing of labor, materials, incidental services, tools, and equipment in the construction of the work and incorporates the “Contract Documents”, It also includes supplemental agreements amending or extending the work contemplated in the manner hereinafter described and which may be required to complete the work in an acceptable manner to the City. The Contract may include Contract change orders.

CONTRACT DOCUMENTS: The “Contract Documents” consist of the bidding requirements, contract forms, conditions of the contract including General and/or Supplemental General Conditions, Special Provisions, the technical specifications, and the drawings, including all Addenda and modifications thereafter incorporated into the documents before their execution and including all other requirements incorporated by specific reference thereto and under which Contractor is obligated to perform.

CITY INSPECTOR: Representative of the City responsible for the supervision of Contractor’s requirements under the Contract and through whom authorized City communications may be delivered and through whom Contractor delivers communications, not including Notices.

FIELD ORDER AND CHANGE ORDERS: A Field Order is a written order issued by the City Inspector to the Contractor during construction, which interprets either the technical specifications and/or drawings for the work to be performed by Contractor, including all addenda and modifications, which may be incorporated into the technical specifications and/or drawings before the Bid Opening Date. A Change Order is a written order effecting a change in the work which involves: 1) any adjustment in the Contract Price; 2) any change in the plans, specifications and/or drawings for performance of the work; or 3) any extension of the Contract time. Field Orders, which may only involve interpretation of the plans, drawings and/or technical specifications contained within the Contract Documents, may be issued by the City Inspector to the Contractor during construction but all Change Orders must be approved in advance by the Project Manager or City.

IMMIGRATION LAW: Contractor shall comply with the Federal Immigration Reform and Control Act of 1986 (IRCA). Contractor understands and acknowledges the applicability of the IRCA to Contractor. Contractor agrees to comply with the IRCA in performance of any resultant Contract and to permit the City inspection of their personnel records to confirm compliance. Contractor will remain in compliance throughout the performance of the Contract. Contractor also warrants that it and any subcontractors used in performance of this Contract are in compliance with State law (see A.R.S. §23-214A) and Contractor further acknowledges that pursuant to A.R.S. §41-4401, a breach of this warranty is a material breach of this Contract subject to penalties up to and not including termination of this Contract, and that the City retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Contract to ensure compliance with this warranty.

WRITTEN NOTICE: The term "Written Notice" or the requirement to notify signifies a written communication delivered in person or by certified or registered mail to Contractor or the City as listed in the Contract.

SUBSTANTIAL COMPLETION: "Substantial Completion" shall be that degree of completion of the project or a defined portion of the project sufficient to provide the City at the City's discretion, the full-time use of the project or defined portion of the project for the purpose for which it was intended. "Substantial Completion" shall not be considered final acceptance.

WORK: The word "work" within these Contract Documents shall include all material labor, tools. Utilities, and all appliances, machinery, transportation, and appurtenances necessary to perform and complete the contract, and any additional items not specifically indicated or described which can be reasonably inferred as pertaining to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure.

NOTICE TO PROCEED: After the City has issued a Notice of Award, the Contractor shall provide the Performance Bond, the Payment Bond, the certificate of insurance, the work schedule, the monthly cash flow, and a signed agreement within ten (10) calendar days. The City's attorney will review each document and, if they are found to be acceptable, City will sign and execute the Contract. Within ten (10) calendar days after executing the Contract, City will issue and Notice to Proceed. Within ten (10) calendar days of the effective date of the Notice to Proceed, the work shall commence. Contractor will not commence any work until the Notice to Proceed has been issued. The Contractor is not entitled to any compensation for any work from the City until the City has issued a Notice to Proceed to the Contractor.

ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS: The City may furnish additional instructions to the Contractor by means of drawings or otherwise, during the progress of

the work necessary to make clear, to define in greater detail, the intent of the specifications and Contract drawings. The additional drawings and instruction supplied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

SCHEDULE, REPORTS AND RECORDS: Contractor shall submit to Project Manager certified payrolls, estimates, records and other data where applicable as are required by the Contract Documents for the work performed. After Contract award and prior to the Pre-Construction Conference, Contractor shall prepare a detailed progress schedule for Project Manager's review and approval. The progress schedule shall be brought up to date and submitted to the Project Manager prior to each progress payment request and at any other time intervals as the Project Manager may request. Contractor shall retain and make available to the City and to any federal agency administering electronically stored data related to the project for a period of five years subsequent to Notice of Completion of the project.

DRAWINGS AND SPECIFICATIONS: The intent of the drawings and specifications is that the contractor shall furnish all labor, materials, tools, equipment, utilities, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable quality and manner, ready for use, occupancy or operation.

MATERIALS, SERVICES, AND FACILITIES: It is understood that, except otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within a specified time. Only materials conforming to specifications and approved by Project Manager and City Inspector shall be used in the work. All material proposed for use may be inspected or tested at any time during their preparation and use.

Contractor warrants to the City that the materials and equipment furnished under the Contract will be new and of a quality equal to that specified or approved and that all work will be of a superior quality, free from faults and defects and in conformance with the Contract documents. Mechanical and electrical equipment shall be the products of manufacturers of established good reputations and regularly engaged in the fabrication of the equipment. All materials which the City Inspector or Project Manager has determined not to conform to the requirements of the plans and specifications will be rejected and shall be removed immediately from the vicinity of the work by the Contractor at his own expense.

If any part or portions of the work done or material furnished under the Contract proves defective or nonconforming with the drawings and specifications, and if the imperfection is

not of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal will create conditions which are dangerous and unsuitable, the Project Manager shall have the right and authority to retain the work but shall make any deductions in the final payment as may be just and reasonable. Adjustment shall be affected whether final payment has been made.

INSPECTIONS AND TESTING: All material and equipment, used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents and as required by law or ordinance.

If any work is not visible contrary to the written instructions of the City Inspector or prior to inspection, it must, if requested by the City Inspector, be uncovered for observation, and replaced at the Contractor's expense.

If the City Inspector considers it necessary or advisable that work that has already been approved and inspected or tested by the City Inspector or others, the Contractor, at the City Inspector's request, will uncover, expose or otherwise make available for observation, inspection or testing that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If the work is defective, the Contractor will bear all the expenses of uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If the work is not found to be defective, the Contractor will be allowed an increase in the Contract price or an extension for the Contract time, or both, directly attributable to the uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

SUBSTITUTIONS: Whenever a material, article or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function may be considered. Contractor may recommend the substitution of a material, article, or piece of equipment, and if, in the opinion of the Project Manager or City Inspector, the material article, or piece of equipment is of equal substance and function to that specified, the City Inspector or Project Manager may approve of its substitution and use by Contractor. Any cost differential shall be deductible from the Contract price and the Contract Documents shall be appropriately modified by Change Order. Contractor warrants that if substitutions are approved, no major changes in function or general design of the product will result. Incidental changes or extra component parts required to accommodate the substitution will be made by the Contractor without a change in the Contract Price or Contract time. Any substitutions not properly approved and authorized by the City Inspector or Project Manager may be considered defective and the Contractor may be required to remove the substituted material, article, or piece of equipment. In that event, Contractor bears any,

and all costs associated with removal of the substituted item(s), including, but not limited to, engineering, inspection, testing or surveying costs incurred by the City.

SURVEYS, PERMITS, REGULATIONS: Contractor shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of benchmarks adjacent to those as shown in the Contract documents. Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors which may have been made in laying out the work. Permits, licenses, and easements of temporary nature necessary for the prosecution of the work shall be secured and paid for by Contractor unless otherwise stated in the Supplemental General Conditions. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If Contractor perceives that the Contract Documents are at variance therewith, he shall promptly notify the City Inspector and Project Manager in writing and any necessary changes shall be adjusted as provided in the section titled "CHANGES IN THE WORK". If Contractor performs and works knowing it to be contrary to any laws, ordinances, rules and regulations, and does not notify the City Inspector or Project Manager, he assumes full responsibility and bears all costs attributable to that work.

PROTECTION OF WORK, PROPERTY AND PENSIONS: Contractor shall have sole responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all employees on the work site and other persons who may be affected thereby, all the work and all the materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawn, walks, pavements, roadways, structures, utilities and other items not designated for removal or replacement in the course of construction.

Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of anybody having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He shall notify owners of adjacent utilities when the course of work may affect them. Contractor shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the Contract Documents or the acts or omissions of the City, or anyone employed by the City for whose acts the City may be liable, and not attributable, directly or indirectly, in whole or part, to the fault or negligence of the Contractor.

In emergencies affecting the safety of person or the work or the property at the site or adjacent thereto, Contractor, without special instruction or authorization from the City

Inspector, Project Manager or City, shall act to prevent threatened damage, injury or loss. He shall give the City prompt written notice of any significant changes in the work or deviations from the Contract Documents caused hereby, and a Change Order shall thereon be negotiated and issued covering the charges and deviations involved, as provided in the section titled "CHANGES IN THE WORK".

Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents and the safety of all those at the site. The person shall be a Contractor's Superintendent unless otherwise designated by Contractor in writing to the City.

Contractor is required to provide a copy of its written safety programs to the City and Project Manager for review by the Risk Management Division prior to commencing work.

PUBLIC SAFETY: Contractor shall furnish, at his own expense, and without any additional cost to the City, any flagman and guards as are reasonable and necessary to give adequate warning to the public of any dangerous conditions which may be encountered by motorist and/or pedestrians, and Contractor shall furnish, erect and maintain any fences, barricades, lights, signs, and other traffic control devices as may be instructed by the City.

If Contractor is neglectful, or negligent in furnishing and/or maintaining warning and protective facilities as required herein, the City may furnish and/or maintain those facilities and charge Contractor by deducting the cost from periodic progress payments due to the Contractor.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, or with the property owner's reasonable access to or use of the property.

SUPERVISION BY CONTRACTOR: Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall employ and designate in writing by Contractor as Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of Contractor and all communications given to and by the Supervisor shall be binding as of given to and by Contractor. Contractor shall be responsible to the City, Project Manager, and property owner for the acts and omissions of the employees, subcontractors, and the agents and employees, and other persons performing any other work on the contract with the Contractor.

CHANGES IN THE WORK: The City may at any time, as the need arises, order changes within the scope of work without invalidating the Contract. If changes increase or decrease the amounts due to Contractor under the Contract Documents, or results in changes in the time required for performance of the work, those adjustments shall be authorized by a written change order approved by the City or the Project Manager.

The City may, at any time, by issuing a Change Order, make changes in the plans, specifications, or other details of the work. Contractor shall proceed with the performance of any changes in the work so ordered by the City unless the Contractor believes that the Change Order entitles him to a change in the Contract price or time, or both, in which event he shall give the City and Project Manager written notice within seven (7) calendar days after the receipt of the ordered change. Contractor shall justify the basis for the change in Contract price or time through written documentation submitted to City within fourteen (14) calendar days after Contractor's receipt of the Change Order. Contractor shall not execute any changes in the work until and unless Contractor has received an executed Change Order approved by the Project Manager. If the Contractor wishes to make a claim for an increase in the Contract price, he shall give Project Manager written notice within fourteen (14) calendar days after the occurrence of the event-giving rise to the claim. This notice shall be given by Contractor before proceeding to execute the work, except in an emergency endangering life or property, in which case Contractor shall proceed in accordance with the provisions of the Contract. No claim is valid, unless made by Contractor in accordance with the provisions of the Contract. Any changes in the Contract price resulting from a claim shall be authorized in a written change order approve by the Project Manager.

The value of any work covered by a Change Order shall be determined by one or more of the following methods in order of precedence listed below:

- A. Unit prices previously approved
- B. An Agreed upon lump sum
- C. Cost plus percentage

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: The date beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed. Contractor shall proceed with the work at a rate of progress to insure full completion within the Contract time. It is expressly understood and agreed by and between Contractor and City, that the Contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

In case of failure on the part of the Contractor to complete the Contract within the time provided, or with a written extension as may be agreed upon by the City, the Contract may be terminated by written notice given by City as specified in Section "PAYMENTS TO CONTRACTOR"

If Contractor is terminated, City shall have the right to take over the work and to proceed with same until it is completed, either by performing the work itself directly, or by contracting it out to some other person or persons, and in that event City may take

possession of and utilize, in completing the work, any materials, appliances and plans as may be on the site of the work and necessary for its completion. Nothing herein shall be deemed to limit the right of the City in the event of any breach of Contract by Contractor, but all rights herein given to City are and shall be deemed to be additional to any other rights or remedies which City has under any provision of law. If Contractor fails to complete the work, or any part in the time agreed upon in the Contract or within any extra time as may have been allowed for delays and extensions granted as provided in the Contract, Contractor shall reimburse City for the additional expense and damage for each calendar day that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of the additional expense and damage incurred by reason of failure to complete the work is the per diem rate, as stipulated in section "TIME FOR COMPLETION AND LIQUIDATED DAMAGES". The listed amounts are hereby agreed upon as liquidated damages for the loss to City on account of expense due to the employment of engineers, inspectors, and other employees after the expiration of the time of completion, and on account of the value of the operation of the works dependent thereon. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages, which have accrued against Contract. The City shall have the right to deduct any damages from the amount due, or that may become due to Contractor, or the amount of damages shall be due and collectible from Contractor or his Surety. Contractor shall not be charged with liquidated damages or any excess costs when the delay in the completion of the work is due to one or more of the following: acts of God; acts of City; acts of another Contractor in the performance of a separate contract; fire; flood; epidemics; or quarantine restrictions; strikes; embargoes; and extraordinary weather conditions. Written Notice of delay must be submitted to City for approval within three (3) calendar days of the occurrence. If the event notice is not given as provided, liquidated damages may be assessed.

CORRECTION OF WORK: Contractor shall promptly correct all work rejected by City or City Inspector as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion and whether or not fabricated, installed or completed. Contractor shall bear all costs of correcting the rejected work, including costs for replacement and removal. Contractor shall also bear the costs of making good all work of City or separate Contractor destroyed or damaged by the correction or removal. Corrective actions shall commence within ten (10) calendar days of Written Notice.

SUBSURFACE CONDITIONS: Contractor shall promptly, and before the conditions are disturbed, except in the even of an emergency, notify City by Written Notice of:

- A. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

B. Unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

City shall promptly investigate any physical conditions identified by Contractor, and if the City or Project Manager finds those conditions materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made, and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice, provided that the City or Project Manager may, if determined the facts so given, consider and adjust any claims asserted before the date of the final payment.

SUSPENSION OF WORK, TERMINATION AND DELAY: City may suspend the work or any portion thereof for a period of not more than ninety (90) calendar days or for further time as agreed upon by Contractor. The suspension will be initiated by City. Written Notice documenting the suspension will be delivered to Contractor. Contractor will resume work upon receiving another Written Notice from City to proceed. Contractor may negotiate an increase in the total Contract price or an extension of the Contract time, or both, directly attributable to any suspension.

In addition to any other reasons for termination provided in the Contract, Contractor shall be considered in default of the Contract, and the default will be considered as cause for City to terminate the Contract for any of the following reasons if the Contractor:

- A. Fails to begin the work under the Contract within the time specified in the "Notice to Proceed", or
- B. Fails to perform the work or fails to provide sufficient workers, equipment, or materials to assure completion of work in accordance with the terms of the Contract, or
- C. Performs the work unsuitably or neglects or refuses to remove materials or to perform new work as may be rejected as acceptable and unsuitable, or
- D. Discontinues the prosecution of work, or
- E. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- F. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- G. Allows any final judgement to stand against him unsatisfied for a period of ten (10) calendar days, or
- H. Makes an assignment for the benefit of creditors, or acceptable manner, or
- I. Is otherwise in breach of the Contract and has failed to remedy the breach within ten (10) calendar days of written notice of the existence of the breach, or
- J. Fails to provide safe conditions for his workers and/or the general public, or

K. Fails to pay subcontractors in accordance with Section 8.27 PAYMENTS TO CONTRACTOR.

If City considers Contractor in default of the Contract for any listed reason, City shall immediately give written notice to Contractor and Contractor's Surety as to the reasons for considering the Contractor in default and City's intent to terminate the Contract.

If Contractor or Surety, within a period of ten (10) calendar days after notice, does not proceed in accordance therewith, the City shall have, upon written notification of the facts of the delay or neglect, the power and authority without violating the Contract, to take the prosecution of the work out of the hands of Contractor. City may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of the Contract according to the terms and provisions thereof, or use any other methods, as in the opinion of City will require for the completion of the Contract in an acceptable manner.

All costs and charges incurred by City, together with the cost of completing the work under Contract, will be deducted from any monies due or which may come due to Contractor. If an expense exceeds the sum which would have been payable under the Contract, then the Contractor and Surety shall pay the City the amount of the excess.

Where the Contractor's services have been terminated by City, the termination will not affect any rights or remedies of City against Contractor then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by City will not release Contractor from liability.

Upon several calendar days written notice to Contractor, City may, without cause and without prejudice to any other right or remedy of City, elect to terminate the Agreement. In that case, Contractor shall be paid (without duplication of any items):

- A. for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit for such work;
- B. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted work, plus fair and reasonable sums for overhead on those expenses;
- C. for reasonable costs incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
- D. for reasonable expenses, directly attributable to termination.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from the termination.

When the Contract, or any portion is terminated before completion of all work, adjustments in the amount bid for the pay items will be made on the actual quantity of work performed and accepted, or as mutually agreed for pay items of work partially completed or not started. No claim for loss of anticipated profits will be considered.

Termination of the Contract or any portion thereof shall not relieve Contractor of responsibilities for the completed work nor the Surety of its obligation for and concerning any just claims arising out of the work performed.

ISSUANCE OF NOTICE OF COMPLETION AND FINAL ACCEPTANCE BY CITY: Upon completion of the project, a final inspection shall be requested by Contractor, in writing, and City will make an inspection within seven (7) calendar days. If all construction provided for and contemplated by the Contract is found completed to satisfaction, that inspection shall constitute the final inspection and City will make the final acceptance and issue a Notice of Completion to Contractor.

If, however, the inspection discloses any work, as a whole or in part, as being unsatisfactory, City will give Contractor the necessary instructions for correction, and Contractor shall immediately comply with and constitute the final inspection provided the work has been satisfactorily completed. In that event, City will make the final acceptance and issue a Notice of Completion to Contractor.

PAYMENTS TO CONTRACTOR: At the time a partial pay estimate is submitted, Contractor shall, at least ten (10) calendar days before each progress payment falls due (but not more often than once a month), submit to City a partial payment estimate filled out and signed by Contractor covering the work performed during the period covered by the partial payment estimate and supported by data as City may reasonably require. All partial and final pay estimates submitted by Contractor must be on a form that substantially conforms to City's Standard Application & Certificate for Payment template, a copy of which is available from City. If payment is requested on the basis of materials and equipment not incorporated in the work, title to those materials and equipment shall vest in City, and Contractor shall supply, at the time of submission of payment estimate, supporting documents satisfactory to City, to establish and protect City's interest in materials and equipment, and Contractor shall maintain appropriate insurance on same until time as actual possession occurs. City will, within twenty-one (21) calendar days of presentation of an approved partial payment estimate, pay Contractor a progress payment on the basis of the approved partial payment estimate. All payments by City must be mailed to Contractor via standard United States Parcel Post service and postmarked within twenty-one (21) calendar days of presentation to City, of an approved partial payment estimate. If Contractor desires an alternative payment method it will be the sole responsibility and expense, of Contractor to contact City's Finance Department directly and request an alternative method, provided, however, that the Finance Department is under no obligation to agree to an alternative method unless it determines, at its sole discretion, that the

request is reasonable acceptable to the Finance Department. City shall retain ten (10%) percent of the amount of each payment until final completion and acceptance of all work covered by Contract Documents. When the Contract is fifty percent completed, one-half of the amount retained shall be paid to Contractor provided the Contractor makes a written request for the payment and Contractor is making satisfactory progress on the Contract and there is no specific cause or claim requiring a great amount be retained. After the Contract is fifty percent completed, no more than five (5%) percent of the amount of any subsequent progress payments made under the Contract may be retained providing Contractor is making satisfactory progress on the project, except that if at any time, City determines satisfactory progress is not being made, ten (10%) retention shall be reinstated for all progress payments made under the Contract subsequent to the determination.

Contractor shall promptly pay each subcontractor, upon receipt of payment from City on account of subcontractors' work, the amount to which subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to Contractor on account of the subcontractor's work. Contractor shall, by an appropriate agreement with each subcontractor, require each to make payments to sub-contractors in similar manner.

City shall have the right to enter the work area for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except as may be caused by agents or employees of City.

Contractor shall indemnify, defend and save City, or City's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and supplies, incurred in the furtherance of the performance of the work. Contractor shall, at City's request, furnish satisfactory evidence that all obligations of the nature described above have been paid, discharged, or waived. If Contractor fails to pay lawful demands, the City may, but without obligation, and after having notified Contractor, either pay unpaid bills, or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed. In paying any unpaid bills of Contractor, any payment made by City shall be considered as payment made under the Contract Documents by City to Contractor and City shall not be liable to Contractor for any payments made in good faith.

If any payment to Contractor is delayed after the date due, interest shall be paid at the rate of one percent per month of fraction of a month on such unpaid balance as may be due. If City fails to make payment sixty (60) calendar days after final completion and acceptance, including any retained amounts (subject to the presentation of waivers and releases as required by Section below), in addition to other remedies available to Contractor, interest shall be paid at the rate of one percent per month or fraction of the month on unpaid

balance as may be due, except for that amount necessary to pay the expenses City reasonably expects to incur in order to pay or discharge the expense determined by City in the finding justifying the retention or delay. Interest does not accrue on payments made after sixty (60) days when made in connection with the City's actions to pay Contractor's unpaid demands by the parties listed in the immediately preceding section.

City may require Contractor to furnish partial releases or liens executed by all persons, firms, and corporations who have furnished labor services or materials incorporated into the work during the period of time for which the progress payment is due, releasing the lien rights as these persons, firms or corporations may have for that period. If any of the laborers, subcontractors, or material men service upon City a "Notice to City" or otherwise put City on notice that they are owed any unpaid money by Contractor, City shall have the right to pay these persons directly, and City shall receive a credit upon the Contract sum.

ACCEPTANCE OF FINAL PAYMENT AND RELEASE: Upon completion of the project, a Final Inspection shall be requested in writing by Contractor. Following City's acceptance of the work, City will issue a Notice of Completion to Contractor. Release of retained amount may not be delayed without a specific written finding by City for the reasons justifying the delay in payment. No later than sixty (60) days after the issuing of the Notice of Completion, and subject to Contractor's presentation of the necessary number of the Unconditional Waiver and Lien Releases (see PAYMENTS TO CONTRACTOR section) from all subcontractors, City will pay to Contractor the entire sum due after deducting all previous payments and all amounts retained under the provisions of the Contract. All previous prior partial estimates and payments are subject to correction in the final estimate and payment.

The acceptance by Contractor of final payment operates as an unconditional release by Contractor to City for any claims and all liabilities which may be asserted by Contractor against City for every alleged act and neglect of City, as well as City's agents and employees, relating to or arising out of the work. Any payment by City, however, final or otherwise, does not release Contractor or Contractor's agents or employees, or Contractor's Sureties, from any obligations they may have under the Contract Documents or the performance and payment bonds.

The Contractor shall maintain books, records, and documents of all cost and data in support of the services provided. Bullhead City or its authorized representative shall have access to and the right to audit the books, records, and documents of the Contractor. These provisions for an audit will give Bullhead City unlimited access during normal working hours to the Contractor's books and records as they pertain to this Contract.

Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Bullhead City

for a period of five (5) years all its books, records, documents, and other evidence bearing the cost and expenses of the services related to the work hereunder.

In addition, since this contract is funded under a grant from a Federal Agency, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and works of the Contractor which are directly pertinent to a specific Federally funded program for the purpose of making audits, examinations, excerpts and transcriptions.

INSURANCE: Contractor shall purchase and maintain the following insurance during the term of the contract:

- A. Commercial General Liability and Property Damage Insurance including vehicle coverage protecting Contractor from all claims or personal injury, including death, and all claims for destruction of/or damage to property, arising out of / or in connection with any operation under the Contract Documents, whether the operations be by the Contractor or by any subcontractor, or anyone directly or indirectly employed by Contractor or by a subcontractor. Insurance shall be written with a limit of liability to include primary and excess coverage in an amount not less than \$2,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage.
- B. Fire and Extended Coverage Insurance upon the project to the full insurable value thereof for the benefit of the property owner.
- C. Workman's Compensation Insurance in the limits as required by the State of Arizona, including occupational disease provisions, for all of his employees at the site of the project and in the case of any work is sublet, Contractor shall require subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all employees unless the employees are covered by the protection afforded by Contractor.

Certificates of Insurance for all required coverages and acceptable to City, shall be filed with City prior to commencement of the work, and shall name Bullhead City, its agents, consultants, representatives, officers, directors, officials, and employees as additional insured party by endorsement. These certificates shall contain a provision that coverages afforded under the policies will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) calendar days prior to Written Notice to City.

Insurance shall be procured and maintained at Contractor's own expense, during the Contract time, and with an insurance carrier possessing an A.M. Best rating of no less than "A."

CONTRACT SECURITY: Contractor shall within ten (10) calendar days after the receipt of the Notice of Award, furnish the City with a Performance Bond and a Payment Bond in sums equal to the amount of the Contract price, conditioned upon the performance by Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents.

The bonds shall be executed by Contractor and a corporate bonding company licensed to transact business in the State of Arizona and the company issuing bonds shall possess, at a minimum, an "A" rating based upon the most recent issue of the *A.M. Best Insurance Guide*. The expense of these bonds shall be borne by Contractor.

ASSIGNMENTS: Neither Contractor or City shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or the obligations thereunder, without written consent of the other party, nor shall Contractor assign any monies due or become due without the previous written consent of the City.

INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, property owner and their agents, employees, consultants, appointed and elected officials from and against all claims, damages, losses and expenses, including but not limited to: attorney's fees arising out of or resulting from the performance of the work, provided that any claims, damages, losses or expenses (1) are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the work itself) including the loss of use resulting there from; and (2) is caused in whole or in part by any negligent act or omission of Contractor, a subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party identified hereunder. The obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described herein.

In any and all claims against City or property owner, or any of their agents, employees, consultants, appointed and/or elected officials or by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation of benefits payable by or for the Contractor or any subcontractor under Workman's Compensation Acts, Disability Benefit Act, or other employee benefits acts.

SEPARATE CONTRACTS: City reserves the right to let other contracts in connection with this project. City may also perform additional work related to the project or may let other contracts containing provisions similar to these. Contractors shall afford other contractors

who are parties to those contracts (or City if performing the additional work with its own forces), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate this work with the work of other contractors.

SUBCONTRACTING: Contractor may utilize the services of specialty subcontractors on those parts of the work which come under normal contracting practices or are typically performed by specialty subcontractors, provided Contractor, as soon as practical after the award of Contract, furnishes the City in writing the names of the persons or entities, (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work, together with their Arizona Contractor's License numbers. City will promptly reply to Contractor in writing stating whether or not City, after due investigation, has reasonable objection to any proposed person or entity.

Contractor shall not award work to subcontractors, in excess of forty-nine (49%) percent of the Contract price without prior written approval of City.

Contractor is fully responsible to City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

Contractor shall not employ any subcontractors that are not properly licensed with Bullhead City and the State of Arizona, Changes in subcontractors listed with the proposal shall be made only with the approval of the City. All subcontractors must be registered with Sam.gov and must provide proof of registration.

Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and City. Contractor shall be fully responsible to City for the acts and omissions of subcontractors, and of persons employed by them, as Contractor is for the acts and omissions of persons directly employed by him.

GUARANTEE: Except as otherwise specified, all work shall be guaranteed by Contractor, including the work performed by Subcontractors, against defects resulting from the use of inferior materials, equipment, or workmanship for a period of one (1) year from the date of the Notice of Completion by the City, or within any longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents.

The performance bond shall remain in full force and effect throughout the guarantee period.

DISPUTE RESOLUTION: All disputes should be resolved through the good faith efforts of representatives of Project Manager, City, and Contractor whom have the authority to reach settlement of dispute. If disagreement persists, both parties may mutually agree that all claims, disputes and other matters in question arising out of, or relating to, the Contract

Documents or the breach thereof, except for the claims which have been waived by the making and acceptance of final payment, be decided by arbitration in accordance with the American Arbitration Association or any other similar body. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law (§12-1501 et Seq.) of the State of Arizona. The award rendered by the arbitrators shall be final, and judgement may be entered upon in any court having proper jurisdiction. The prevailing party is entitled to recover all costs and attorney fees related to the arbitration.

If either Contractor or City refuses to consent to arbitration of a claim, dispute, or any other matter in question arising out of, or relating to the Contract Documents or the breach thereof, then either party may initiate a lawsuit against the other to resolve such claims, disputes, and/or matters in question arising out of or in any way related to the Contract Documents or the alleged breach thereof. The parties agree that any lawsuit filed by either party to the Contract against the other shall be filed in the Bullhead City Superior Court.

TAXES AND CHARGES: Contractor shall pay all State and local sales and use taxes on items, and in a manner required by the laws and statutes of the State of Arizona and its political subdivisions. Contractor shall withhold and pay any and all withholding taxes whether State or Federal, and pay all Social Security charges, State Unemployment, Compensation charges, Industrial Insurance, Workers' Compensation charges, and pay or cause to be withheld as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now and may hereafter, bee required to be paid or withheld under any laws.

SEVERANCE/GOVERNING LAW: If any provision contained in the Contract is found to be contrary to the applicable law, then is shall be severed, and the remaining provisions of the Contract shall remain in full force and effect. The Contract shall be governed by the laws of the State of Arizona.

CONFLICTS WITHIN PLANS OR SPECIFICATIONS: If there is a conflict between sections of the Specifications or between the Plans and Specifications, the following list of priorities shall be used to resolve the conflict:

- A. Executed Change Orders
- B. Addenda
- C. Contract Agreement
- D. Special Provisions
- E. General Conditions
- F. Invitation to Bid and Bid Documents
- G. Supplemental Specifications
- H. Technical Specifications
- I. Plans
- J. Referenced Standard Specifications or other Documents

NONDISCRIMINATION: Contractor, in compliance with the City's non-discrimination duties of Title VI of the Civil Rights Act of 1964, certifies that with regard to the work performed pursuant to this Contract, that it will not discriminate on the grounds of race, color, sex, religion, creed, age, physical or mental disability, or national origin or ancestry in any contracts with the public and in the selection and retention of employees or subcontractors, nor in the procurement of materials and leases of equipment. Contractor must comply in all applicable respects, with the Americans with Disabilities Act.

EQUAL EMPLOYMENT OPPORTUNITY: Contractor agrees to comply with Executive Order 11246. "Equal Employment Opportunity." As amended by Executive Order 11375 and as supplemented by 41 Code of Federal Regulations Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

INTEGRATION: This Contract represents the entire agreement between the parties hereto and supersedes any and all prior negotiations or representations, either written or oral. Amendments or modifications to the Contract shall be in writing, signed by both parties, or by Change Orders.

HAZARD COMMUNICATION PROGRAM: All Contractors working on City Projects shall submit a copy of their hazard communications plan to the City Inspector and the City's Risk Management Division prior to commencement of work on any project.

FEDERAL CERTIFICATIONS: Contractor understands that the project is funded with federal grant funds and agrees to abide by all applicable federal certifications required of the project as incorporated herein and specifically set out in Article 11.

WRITTEN ACKNOWLEDGEMENT OF FEDERAL FUNDING (IF APPLICABLE): All published materials, including printed products, publications, articles, media events, news releases, written material related to public appearance or interviews, public service announcements or other activity related to this project shall reflect the relationship between Bullhead City and the Federal (if applicable) awarding agency, and shall reflect the following statement in legible, easily readable print:

"This project is being funded by a Contract under a Community Development Block Grant (CDBG) to Bullhead City from the Arizona Department of Housing (ADOH) and the U.S. Department of Housing and Urban Development (HUD). ADOH and HUD Funding is not an endorsement of any products, opinions, or services. All ADOH and HUD funded programs are extended to the public on a non-discriminatory basis."

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S. 276C: If the contract exceeds contracts and sub-grants of \$2,000 for construction, Contractor agrees to comply with Copeland "Anti-Kickback Act" (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3 "Contractors and Subcontractors on Public Building or

Public Work Financed with Whole or Part by Loans or Grants from the United States"). The Act provides that each Contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of the public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

DISBARMENT AND SUSPENSION (E.O.'S 12549 AND 12689): No Contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with E. O.'s 12549 and 12689, "Disbarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractor's declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract exceeds \$25,000.00, the Contractor shall complete the attached required certification regarding its exclusion status and that of its principal employees.

DAVIS BACON ACT: As amended, (40 U.S.C. 276 a to a-7) – When required by Federal Program legislation, all construction contracts awarded by the recipients and sub-recipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor Regulations (29CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at the rate not less than the minimum wages specified in the Wage Determination made by the Secretary of Labor. The contractor shall abide by the attached "Wage Rate Determination" provided by the Wage Determinations OnLine.gov in relation to this project. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of the contract should be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal Awarding agency. **This project does require Davis Bacon compliance.**

INTANGIBLE PROPERTY: It is understood by the Contractor that this Contract is funded by Federal funds under a grant, and that the Federal award agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce or otherwise use any copyrighted work or other data first produced under the award for Federal purposes, and to authorize other to do so. Bullhead City and the Contractor are also subject to all applicable regulations governing patents and inventions, including government-wide regulations issued by the U.S. Congress or by other federal body having jurisdiction.

FEDERAL LABOR STANDARDS PROVISIONS: The federal "Fair Labor Standard Provisions" as described in HUD Form 4010 (Attached) apply to this contract, and by submitting a proposal under this RFP, a Contractor agrees to be bound by the provisions described therein (including the use of Department of Labor Approved Payroll Reporting and

Compliance Forms LS-4 and LS-5). Contractor shall submit signed LS-2 (and where applicable in relationship to sub-contractors, signed LS-3). "CDBG Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements" along with any proposal submitted under this RFP. **This project does require Davis Bacon compliance and Federal Labor Standards Provisions.**

Construction contractors are required to be registered and current in the federal SAM (System of Award Management) system and have a Unique Entity ID number. The website for registration is <https://sam.gov/content/home>."

CERTIFICATIONS

CIVIL RIGHTS

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

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

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

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

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

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

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

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with

federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

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

EQUAL EMPLOYMENT OPPORTUNITY

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such

information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR

46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES -
SECTION 503

(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
 - a) Recruitment, advertising and job application procedures;
 - b) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - c) Rates of pay or any other form of compensation and changes in compensation;
 - d) Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
 - e) Leaves of absence, sick leave or any other leave;
 - f) Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;
 - g) Activities sponsored by the contractor including social or recreational programs; and
 - h) Any other term, condition or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.
6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

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

ACCESS TO RECORDS AND RECORDS RETENTION

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

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Grantee, Consultants*, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

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

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

ANTI-LOBBYING

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

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

Buy America, Buy America Act (BABA)

1. The undersigned agrees to comply with the Build America, Buy America Act (BABA) as outlined below:

a. "On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note. The waiver, published March 15, 2023, establishes a phased implementation schedule for application of the BAP to covered materials and HUD programs.

The BAP is applicable now to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022. For CPD, the BAP will apply next to iron and steel used in covered Recovery Housing Program (RHP) projects for funding obligated on or after August 23, 2023.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

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

(Typed Name of Official)

(Signature of Official)

(Typed Name of Firm)

(Date)

5.1 AFFIDAVIT

AFFIDAVIT OF BIDDER CERTIFYING
NO COLLUSION IN BIDDING FOR
CONTRACT

STATE OF _____

) ss

TOWN OF _____

(name of individual)

BEING DULY SWORN, DEPOSES AND SAYS:

THAT HE/SHE IS _____

(title)

OF _____

(name of business)

THAT PURSUANT TO SECTION § 34-253 OF THE ARIZONA REVISED STATUTES, HE/SHE
CERTIFIES AS FOLLOWS:

THAT NEITHER HE/SHE NOR ANYONE ASSOCIATED WITH THE BUSINESS

(name of business)
HAS DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT,
PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN
RESTRAINT OF FREE COMETITIVE BIDDING IN CONNECTION WITH THIS
PROJECT

By: _____

(name of individual)

(name of business)

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____, 20____

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

Contractors may use AIA Document A305 - Contractor's Qualification Statement or this form to fulfill the qualification requirements of the bid.

CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath to the truth and correctness of all statements and of all answer to questions made hereinafter.

SUBMITTED TO: BULLHEAD CITY

**ADDRESS: 2355 TRANE ROAD
BULLHEAD CITY, AZ 86442**

SUBMITTED BY:

NAME:

DUNS NUMBER:

SAM.GOV UEI NUMBER:

TAXPAYER/EMPLOYER ID NUMBER:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual

- Joint Venture
- Other

1. How many years has your organization been in business as a general contractor?

2. How many years has your organization been in business under its present business name?