PROJECT:

CDBG PY13-005
Adult Care Service
Exterior Grounds Improvement

PREPARED BY:

CITY OF PRESCOTT, ARIZONA
Community Development, CDBG Program Administration
CDBG@prescott-az.gov

BID DUE DATE:

March 27, 2013

NOTICE INVITING BIDS

CDBG - PY13 005 ADULT CARE SERVICE – EXTERIOR GROUNDS IMPROVEMENT

NOTICE INVITING BIDS

CDBG PY13 005, ADULT DAY CARE SERVICE, EXTERIOR GROUNDS IMPROVEMENTS
The City of Prescott, Arizona, requests bids from qualified general contractors to provide planning, permitting, materials and labor for exterior improvements at the Adult Day Care Services Susan J. Rheem Center. The center is located at 826 Sunset Avenue, Prescott, Arizona 86301 Generally the work is to renovate the exterior patio and yard areas of the Susan J. Rheem Adult Care Center to improve drainage, repair concrete slab areas, improve security fencing, and to provide shading in order to provide a safe, healing and comfortable outdoor environment for the Center's participants. This project is a HUD, CDBG federally-funded construction project and is subject to compliance with all applicable Federal Labor Standards including the Davis Bacon Act. Contractor Guide to the Davis Bacon Act is available for review and a copy can be downloaded at:
http://www.hud.gov/offices/adm/hudclips/guidebooks/HUD-LR-4812/4812-LR.pdf.
A performance bond in the amount of 100% of the bid amount shall be required upon execution of the contract and prior to beginning work. The project is expected to take 20 days to complete after issuance of the Notice to Proceed. A FACILITY INSPECTION FOR PROSPECTIVE BIDS WILL BE HELD AT THE SUSAN J RHEEM CENTER, ADULT CARE SERVICE FACILITY ON MONDAY MARCH 3, 2014 FROM 10:00 A.M. – 12:00 NOON AND IS HIGHLY RECOMMENDED FOR ALL TRADES ASSOCIATED WITH THIS PROJECT.
A MANDATORY PRE-BID CONFERENCE WILL BE HELD AT THE PUBLIC WORKS BUILDING, 433 N. VIRGINIA STREET, PRESCOTT, AZ 86303 AT 10:00 AM ON MARCH 10, 2014. SEALED BIDS SHALL BE RECEIVED BEFORE 2:00 P.M. MST (ARIZONA TIME) ON THURSDAY, MARCH 27, 2014, AT THE OFFICE OF THE CITY CLERK, 201 SOUTH CORTEZ STREET, PRESCOTT, AZ 86303. Any sealed bids received at or after 2:00 p.m. on the above-stated date will be returned unopened. The sealed bid envelope shall indicate the name and address of the bidder, and shall be marked: "Bid: CDBG PY13-005, Adult Care Service, Exterior Grounds Improvement". All bids will be opened and read aloud in the Prescott City Hall Council Chambers. The City of Prescott reserves the right to accept or reject any or all bids, and/or some or all of the alternates bid, and waive any informality deemed in the best interest of the City and to reject the bids of any persons who have been delinquent or unfaithful to any contract with the City of Prescott. Questions regarding the general terms and conditions of this Notice Inviting Bids (NIB) should be in writing and addressed to: City of Prescott, CDBG Program Administrator, and 201 S. Cortez St, Prescott, Arizona 86303. Copies of the Notice Inviting Bids, Scope of Work, contract documents, and other necessary information, are available online for public inspection at http://www.prescott-az.gov/business/bids or by request to CDBG Grant Administrator at cdbg@prescott-az.gov or call (928) 777-1143.

_____
Shaun Rydell, Community Program Manager
Published: 2xCourier February 23 & March 2, 2014

CITY OF PRESCOTT

CDBG GRANTS ADMINISTRATION
201 S. CORTEZ STREET
PRESCOTT, AZ 86303

CDBG - PY13 005 Adult Care Service – Exterior Grounds Improvement
826 Sunset Ave., PRESCOTT, AZ 86303

The City of Prescott is soliciting bids to renovate the exterior patio and yard areas of the Susan J. Rheem Adult Care Center to improve drainage, repair concrete slab areas, improve security fencing, and to provide shading in order to provide a safe, healing and comfortable outdoor environment for the Center's participants. The facility is located at 826 Sunset Avenue, PRESCOTT, AZ 86303. This project is a federally-funded construction project and is subject to compliance with all applicable Federal Labor Standards including the Davis Bacon Act. A performance bond in the amount of 100% of the bid amount shall be required upon execution of the contract and prior to beginning work. **Sealed bids [one (1) original signed and two (2) copies] shall be opened on Thursday, March 27, 2014 at 2:00 PM in the Council Chambers, City Hall, 201 S. Cortez Street, Prescott, AZ 86303.**

	TABLE OF CONTENTS	PAGE
	Cover Sheet	1
	Notice Inviting Bids	2
SECTION		
1.0	Solicitation Specifications – Scope of Work	4
2.0	Solicitation Process Requirements	12
3.0	General Contract Terms and Conditions	15
4.0	Standard Bid Information	19
5.0	Instructions for Submittal of Bid Forms	20
BID FORMS	***BID FORMS – MUST BE RETURNED WITH SEALED BID***	**PAGE**
A	Bidder Response Cover Sheet	21
B	Price Sheet	22
C	Subcontractors List	23
D	Bid Certification	24
E	Non Collusion – Bidder Affidavit	25
F	Bidder Demographic Information	26-27
G	Bidder Qualifications, Representation and Warranties	28
H	Bidder Certification of Federal Provisions – described in Appendix I and II	29
REFERENCE	**APPENDIX**	**PAGE**
I	Federal Labor Standards Provisions – Davis Bacon Act	30
	Davis Bacon Wage Determination for this Project	31
II	Federal Contract Provisions	36
III	Sample Contract Language	40

1.0 SOLICITATION SPECIFICATIONS

PROJECT:	**PY13-005, Adult Day Care Services, Susan J. Rheem Center**
LOCATION:	**826 Sunset Avenue, PRESCOTT, AZ 86303**
APN - ID#	**111-11-110B**
OWNER:	**Prescott Senior Day Care Center Inc.**
Director:	**Karen Brewer- (928) 445-6384**
Architect:	**Robert Burford - (928) 776-4157**
EFFECTIVE DATE OF BUILDING CONSTRUCTION:	**1985 SQUARE FOOTAGE: 7,354 Lot Size 0.72**
ZONING:	**(MF-M) USE: Senior Day Care Center**

DESCRIPTION OF THE WORK

THE CITY OF PRESCOTT, ARIZONA IS SOLICITING PROPOSALS FROM GENERAL CONTRACTORS TO SUBMIT BIDS FOR THE FOLLOWING COMMUNITY CDBG HUD FUNDED PROJECT:

A. Renovate the exterior patio and yard areas of the Susan J. Rheem Adult Care Center to improve drainage, repair concrete slab areas, improve security fencing, and to provide shading in order to provide a safe, healing and comfortable outdoor environment for the Center's participants. This project is in partnership with funding from the Federal HUD – CDBG Program, City of Prescott, Community Development and the Susan J. Rheem Centers, Senior Day Care Center.

B. The general categories include: Site preparation and final cleanup, surface water control and drainage improvements, providing electrical power and water to the yard area, repairing and enlarging the patio areas, providing secure fencing for the site and providing a shade structure for use by the participants

C. Contractors must be licensed appropriately and have the ability to coordinate and complete all of the projects listed below. Building permits and associated project specific plans are required to submit for approval to complete the work. **Projects bids will be reviewed and approved by council and shall be awarded at a Public Meeting with the commitment from the contractor(s) to have the work completed no later than June 15th, 2014.**

D. The project is a federal funded, HUD CDBG housing renovation project supported by the City of Prescott CDBG Program Year 2013 funds. This is a Davis Bacon Wage Project and requires full compliance by the contractor and subcontractors associated with the Federal Labor Standard Provisions, Davis Bacon Act, and the labor wage determination of the act. **Appendix I and II.**

SCOPE OF WORK - (Also see construction documents)

Site Plans to include any existing easements and call out with type, size, book and page, required building improvement plans, details and site plan development indicating sprinkler, electric, cable, phone and existing water meter and private water line, PVB, water backflow prevention device proposed, sewer mains and existing service lines including location of sewer backwater valve proposed locations shall be shown on the site plan. Site plan should serve to locate any additional proposed exterior improvements including fence location.

PROJECT AREA 1: MAIN PATIO AREA

1. Demolition

Remove approximately 600 sq.ft. of the existing concrete patio slab. Remove approximately 120 sq.ft. of the asphalt parking lot pavement. Remove approximately 280 sq.ft. of landscape materials. Remove approximately 75 lin.ft. of 6' tall chain link fencing. Remove existing wood lattice shade structure.

2. Patio and sidewalk paving

Install new concrete patio slab and sidewalk paving. (approximately 700 sq.ft.) Grade slab areas to drain to parking lot. Match existing finish and detailing.

3. Security fencing

Install new 6' tall WWF chain link fencing to match existing along parking lot and along rear of the property as shown. (approximately 180 lin.ft.)

4. Utilities

Provide new water and electricity service lines to existing planter area from existing utilities at building. Provide yard hydrant for landscape water use and one -20 amp circuit with GFCI/waterproof outlet on planter as directed by Owner.

5. Miscellaneous

This project must comply with all ADA requirements. During construction the Center will be open and the building must remain secure for the participants. Clean the area upon completion and provide Owner with any instructions, manuals and etc. as required and appropriate.

OPTION #1. SHADE STRUCTURE

Install new prefabricated shade structure as shown and detailed. Shade structure is steel frame with fabric shade cloth.

OPTION #2 NORTH SIDE OF EXISTING BUILDING

a. Demolition

Remove existing concrete landing, stairs and railings at the north door area. Remove and salvage existing wooden storage shed from the area. Note that the shed will need to be removed in panels to be removed. Shed to be relocated as shown.

b. Sidewalk and ramp paving and handrails

Install new concrete sidewalk paving. (approximately 250 sq.ft.) Match existing finish and detailing. Install new steel hand railings at landings and ramp areas. (Approximately 78 lin.ft.)

c. Miscellaneous

Reconfigure existing gutter downspout at north side of building to drain to the east away from the doorway area. Relocate existing chain link fencing and gate at east end of this area to the west end of this area as shown. Relocate access keypad to new gate location. Use existing electric circuit at the new location for keypad use.

This project must comply with all ADA requirements. During construction the Center will be open and the building must remain secure for the participants. Clean the area upon completion and provide Owner with any instructions, manuals or other as required and appropriate.

CITY SERVICE - CONTACT INFORMATION:

Planning and Zoning	George Worley	928-777-1287
CDBG Funding Administrator	Shaun Rydell	928-777-1143
Building Division	Randy Pluimer	928-777-1228
Engineering Services - Utilities	Gwen Rowitsch	928-777-1140
Fire Department	Dave Mecca	928-777-1760
Inspection – Interactive Voice Response – (IVR)	To schedule an Inspection	928-777-1176

GENERAL PROJECT NOTES

A. Additional Instructions and Detail Drawings

The Contractor shall furnish additional instructions and detail drawings to subcontractors as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

B. Shop or Setting Drawings

The Contractor shall submit promptly to the building official copies of each shop or setting drawing prepared. After examination and approval of such drawings by the building code official, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the building official corrected copies. The Contractor will be solely responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the building official in writing of any deviations at the time he furnishes such drawings.

C. Materials, Services, and Facilities

1. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
2. It is understood that normal residential utilities including water, light, and power are available and provided at the site at no cost to the contractor.
3. Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

D. Inspection and Testing of Materials

1. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The owner will pay for all laboratory inspection service direct and not as a part of the contract.
2. Materials or construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

E. “Or Equal” Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers’ or vendors’ names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the project administrator, of equal substance and function. It shall not be purchased or installed by the Contractor without the project administrator’s written approval.

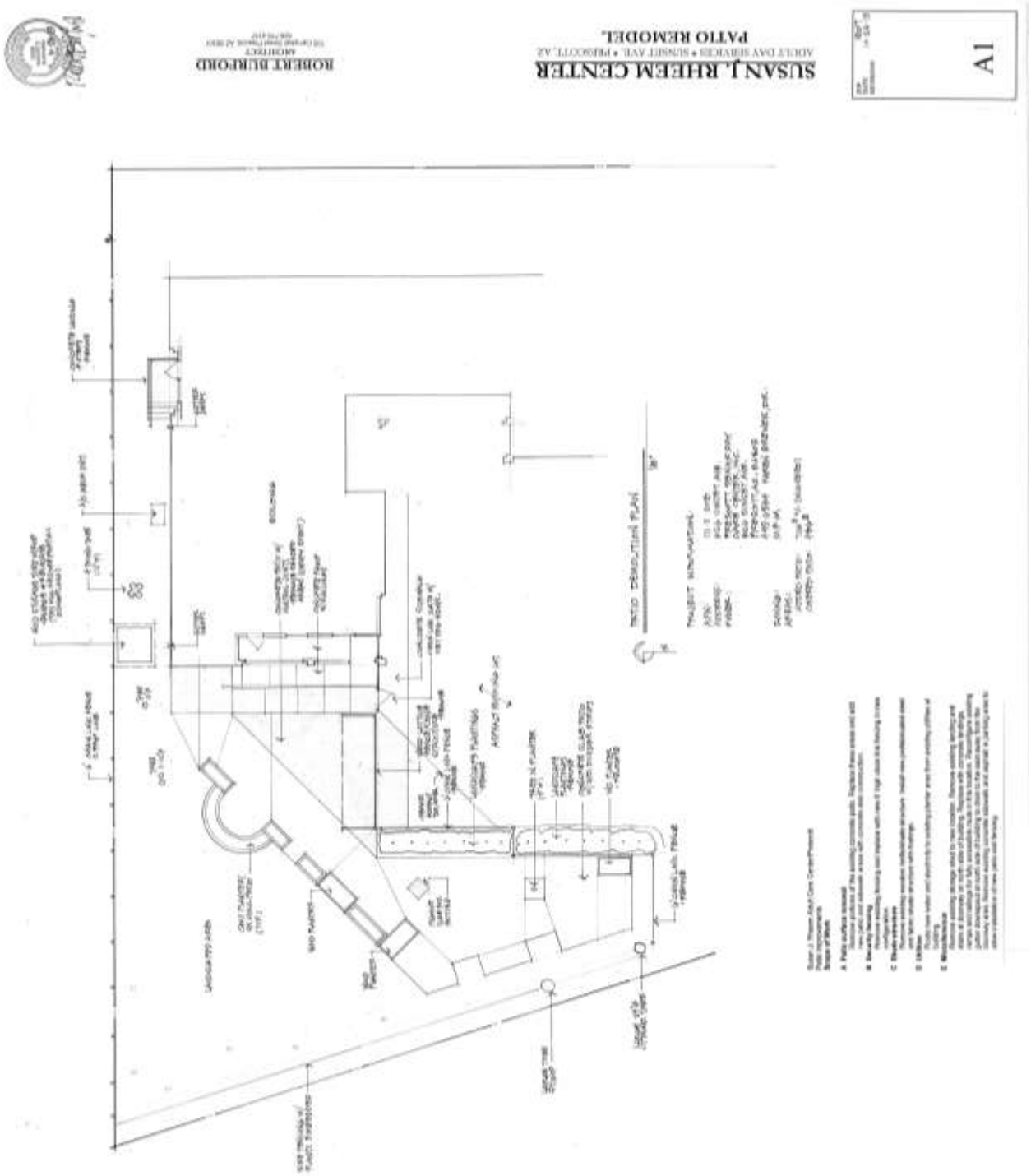
PROJECT PLANS

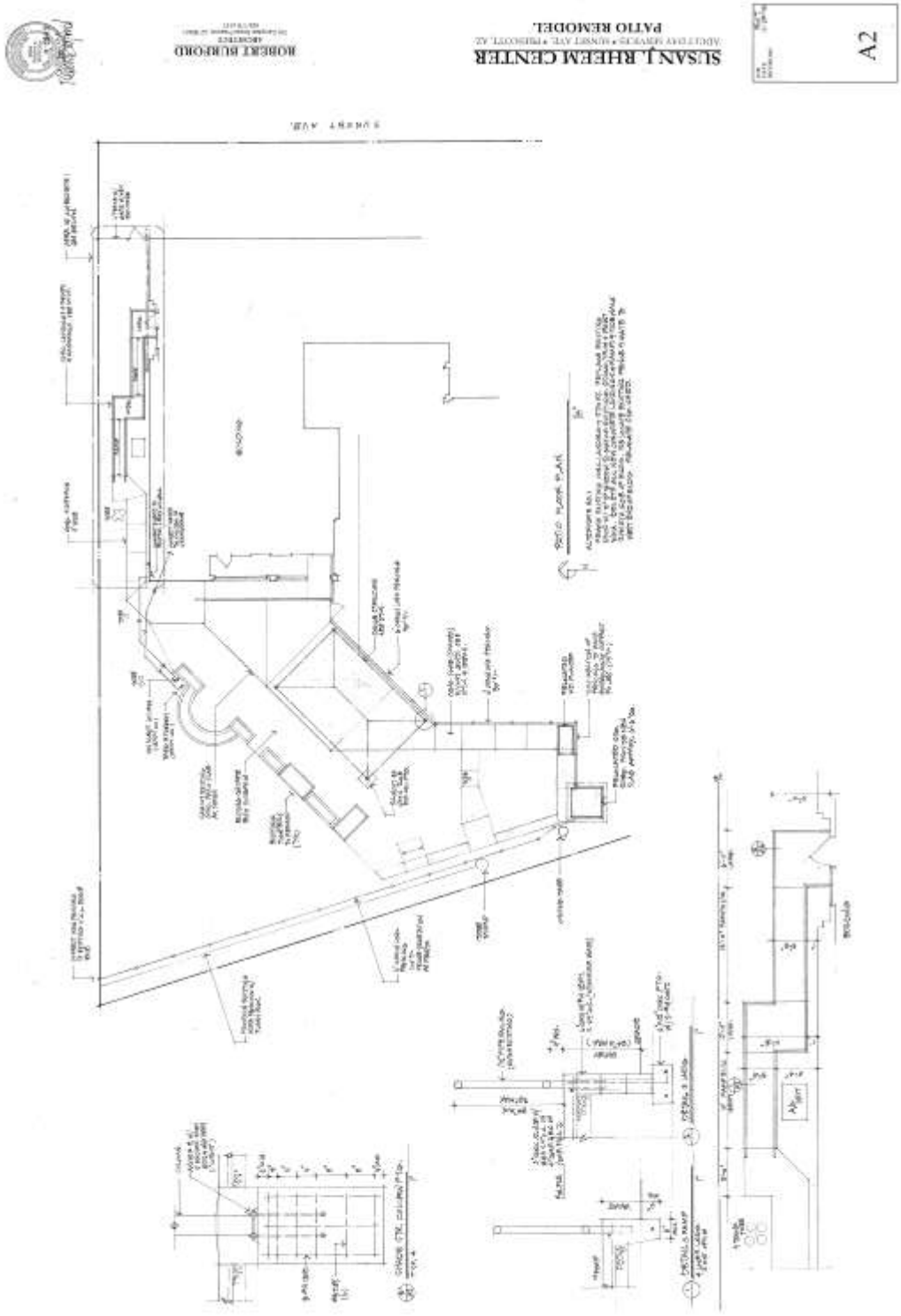
Aerial Photograph of Site

Adult Day Care Services, Susan J. Rheem Center

826 Sunset Avenue, PRESCOTT, AZ 86303

Source: http://gis.yavapai.us/v4/map.aspx?search=111-11-110B


SUSAN L. RHEEM CENTER
ADULT DAY SERVICES • SUNSET AVE. • PRESCOTT, AZ
PATIO REMODEL
ROBERT BURROUD
ARCHITECT
A1


SUSAN J. RHEEM CENTER
ADULT DAY SERVICES • SUNSET AVE. • PRESCOTT, AZ
PATIO REMODEL
ROBERT RUDROD
ARCHITECT
A2
SUNSET AVE.

SPECIFICATIONS
Susan J. Rheem Adult Care Center/Prescott Patio remodeling

I. GENERAL REQUIREMENTS

A. SUMMARY OF WORK

1. Conform to the General Conditions for the Contract for Construction, AIA A201, latest edition, or as approved by Owner and General Contractor.
2. References: Comply with all pertinent standards and provisions of the International Building Code as published by the International Code Council, latest adopted edition. Comply with all pertinent codes and ordinances of the City of Prescott, Yavapai County and the State of Arizona.
3. Inspection: Prior to installation of any Work, carefully examine installed work of other trades and verify work is complete to the point where pertinent installation may properly commence.
4. Preparation: Make all field measurements necessary for the work.
5. Installation: Install all products and perform all work in strict accordance with the original design and manufacturer's current recommendations.
6. Cleaning: Do not allow the accumulation of scraps and debris from any portion of the Work.
7. Security: Maintain provisions for locking the building as soon as possible.

B. MATERIAL AND EQUIPMENT

1. Workmanship: Conform to all methods and operations for the best standards and accepted practices of the trade or trades involved. Include all items of fabrication, construction or installation regularly furnished or required for a completed and operable facility.
2. Personnel: All Work shall be executed by personnel who are thoroughly trained and experienced in the types of construction involved, and the materials and techniques specified.
3. Delivery, storage and handling: Deliver all manufactured materials in original packages, containers or bundles, with seals intact and labels intact. Provide all necessary protection for all stored materials. Replace all items damaged by handling, weather, dirt or any other cause.
4. Substitutions: No substitutions will be allowed without written approval of the Architect.

II. SITE WORK

A. SITE PREPARATION

1. Location on site: Verify location and orientation Project components with Owner and Architect.
2. Native vegetation: Make every effort to protect native vegetation and boulders which are not located within the building perimeter. Provide barriers to prevent workers from driving or parking on protected areas. Restore disturbed areas to natural condition.

3. Excavation: Excavate to grades shown. Bear footings and slabs on firm, undisturbed, native soil. Bear footings at minimum 18 inches below lowest adjacent finish or natural grade.
4. Fill: ASTM C136. Compact fill in horizontal 8" lifts to minimum 95% of maximum dry density.

B. SITE DRAINAGE

1. General: Slope grade away from patio areas.
2. Make every effort to provide positive drainage off of slab areas. It is recognized that the levelness of the site makes this a challenge. Review drainage concepts with Architect prior to installing any concrete.

III. CONCRETE

A. GENERAL

1. Conform to ACI 301, Specifications for Structural Concrete for Buildings.

B. MATERIALS

1. Portland cement: ASTM C150, Type 1.
2. Aggregates: ASTM C33.
3. Water: Potable.
4. Reinforcing steel: ASTM A615.

C. MIXES

1. Concrete: ASTM C94, 2500 psi.
2. Admixtures: Review any proposed concrete admixtures including accelerators with Architect.

D. INSTALLATION

1. Concrete: Remove all wood scraps and debris from areas to receive concrete. Convey concrete from mixer to place of final deposit by methods that will prevent segregation or loss of materials. Place as dry as possible, and in a continuous operation until placement of section is complete. Thoroughly consolidate all concrete during placement. Level and trowel smooth. Do not overwork.
2. Exterior flatwork: Provide control joints to form approximate square shapes and/or as shown on drawings. Keep continuously moist for at least seven (7) days. After all free water has disappeared from the surface, a liquid membrane-forming compound shall be applied to the surface. Provide light broom finish on all exterior concrete.
4. Footings: Finish to within +/- ¼ "of level.

IV. MASONRY

A. CONCRETE MASONRY MATERIALS

1. Hollow concrete masonry units: ASTM C90 Grade N, Type I, Fm' = 1350 psi (n = 4d).
2. Portland cement: ASTM C150, Type I or II, non-staining.
3. Sand: ASTM C144.
4. Hydrated lime: ASTM C207, Type S.
5. Water: Potable.
6. Aggregate for grout: Size no. 8.
7. Reinforcing steel: ASTM A615, Grade 40, new, free from rust, Fy = 40 ksi. Bar lap 40 bar diameters.

B. REINFORCING

1. Minimum vertical reinforcing: Unless otherwise noted on the Drawings, provide #4 vertical in center of grouted cell at all corners, wall intersections, wall ends, jambs, each side of control joints, and at intervals not to exceed 48 inches on center. Dowel or reinforcing to foundation with equal size and lap bar minimum 40 bar diameters.
2. Minimum horizontal reinforcing: Unless otherwise noted on the Drawings, provide 2-#4 bars or 1-#6 bar in center of 9 or 4 inch deep continuous grouted bond beam at floor and rooflines, and at intervals not to exceed 48" on center. Place bars continuous through control joints. Provide bent bars to match horizontal reinforcing at corners and intersecting walls.

C. MASONRY MIXES

1. Mortar: ASTM C270, Type-S. 1800 psi.
2. Grout: ASTM C476, maximum-3/8" aggregate. 2000 psi.
3. Preparation: Mix by mechanical means. Mix only as much mortar as can be used in one hour. Do not re-temper.

D. MASONRY INSTALLATION

1. Laying-up: Unless otherwise indicated, lay-up walls in a running bond, level, plumb, and true to the lines and dimensions indicated. Place all units in mortar with full shoved bed and head joints. Install proper masonry units for caps where applicable.
2. Joints: Straight, clean and uniform in thickness. Flush tool joint where block is to receive stucco.
3. Grout: Grout solid all cells in masonry units containing reinforcing, all masonry units below grade.

V. METALS

A. RAILINGS AND MISCELLANEOUS METAL

1. Steel: ASTM A501 or A53. Sizes shown on drawings.
2. Welding rods: AWS A5.0 E70 Series.
3. Welding: Comply with AWS "The Welding Handbook." Develop full strength of member. Grind smooth.
4. Finish: Primer and finish paint at railings. Field touch up. Color as selected by Architect.

B. CHAIN LINK FENCE

1. Scope
   Contractor shall furnish all labor, materials, and equipment, and perform all operations necessary for construction of chain link fences including gates to the sizes, lines, and grades specified. Unless specified otherwise, chain link fence fabric shall be six (6) feet in height and posts shall not be placed at more than 10-foot intervals and continuous top rails shall be provided; fabric shall be placed on outside of post line. It is the intent to match the existing fencing. If any of the existing fencing components can be salvaged and reused please note same in bid submittal.
2. Submittals
   Prior to beginning work, Contractor shall submit the following to Owner:
   a. A list of all material required for fence construction including manufacturer's name, designation, description, and related data.
   b. Appropriate catalog data
3. Materials
   Top rail 1-7/8" minimum, end posts 2-3/8" minimum, line posts 1-7/8. Set corner posts in 10" diameter x 24" deep concrete footings and line posts in 8" diameter x 24" deep concrete footings.
   Chain link fabric shall 11-1/2 gauge 2-1/8" mesh.
   Posts, braces, and rails shall conform to Section 206-6 of the Standard specifications. Unless specified otherwise, all posts shall be sized for fabric over 72 inches in height.
4. Installation
   Chain link fence shall be installed in accordance with standard practices. All trees, brush, and other obstacles which interfere with construction of fencing shall be removed or relocated as directed by Owner. Malleable iron post tops shall be secured to posts and they shall carry top rails, unless specified otherwise.

VI. THERMAL AND MOISTURE PROTECTION

A. GUTTERS AND DOWNSPOUTS

1. Gutters and downspouts: Seamless aluminum in color as selected by Owner.

IX. FINISHES

A. PAINTING

1. Acceptable manufacturers: Benjamin Moore, Frazee Deero, Dunn Edwards, Sherwin-Williams.
2. Exterior metal: Semi-gloss three coats; one primer, two color. Color to be selected by Owner.

VII. SPECIALTIES

A. SHADE STRUCTURE

1. Manufacturer: USAShade & Fabric Structures Inc. (or equal)

2. Pre-fabricated shade structure: 27' x 19' four post hip with 8' entry height. Provide semi-recessed post base type installation. Fabric to be HDPE "Shadecure or Colorcure" with 10 year warranties. Colors of steel and shade fabric to be selected by Owner.
3. Websites for additional information:
   www.usa-shade.com
   http://www.shadecat.com/catalogpage.asp?productID=6461
   (See general installation link on this website as well)
4. Installation: Install on footings as recommended by manufacturer and as detailed. Verify all conditions prior to installation with Architect.

B. PLUMBING

1. Provide underground water supply piping to new yard hydrant from existing plumbing system at building. Materials for piping to be per UPC and at choice of contractor. Verify location with Architect prior to installation.

C. ELECTRICAL

1. Provide underground electric supply from existing junction box on exterior of building (currently serving storage shed) to new junction box on existing CMU planter in patio area. Provide GFCI outlet and weatherproof cover. Verify location with Architect prior to installation.

END OF SPECIFICATIONS

ROBERT BURFORD
ARCHITECT
705 Campbell Street Prescott, AZ 86301
928.778.4167

SUSAN J. RHEEM CENTER
ADULT DAY SERVICES • SUNSET AVE. • PRESCOTT, AZ
PATIO REMODEL

JOB 15-7
DATE 12-23-15
REVISIONS

A3

2.0 SOLICITATION PROCESS REQUIREMENTS

2.1 Communications with the City: Unless authorized by the Contracting Officer, no other City official or employee is empowered to speak for the City with respect to this solicitation. Bidders are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Failure to observe this requirement may be grounds for rejection of Bidder's bid. **For this solicitation, bidders may contact:**

City of Prescott
Shaun Rydell, CDBG Contracting Officer
Phone 928-777-1143
Email: cdbg@prescott-az.gov

2.2 Schedule

2.2.1. SOLICITATION ADVERTISEMENT

Sunday, February 23 and March 2, 2014, *the Courier*, Prescott, AZ

2.2.2. **FACILITY INSPECTION FOR PROSPECTIVE BIDDERS (beneficial)**
Monday, March 3, 2014 between 8:00 a.m. and 10:00 a.m.
, Prescott, AZ 86303 or by appointment with
Day Care Center Director, Karen Brewe r- (928) 445-6384

2.2.3. MANDATORY PRE-BID MEETING
Monday, March 10, 2014, at 10:00 a.m.
Public Works Conference Room
433 N Virginia Street
Prescott, AZ 86301 (928) 777-1130

2.2.4 SEALED BIDS DUE (ONE (1) ORIGINAL AND TWO (2) COPIES)
Thursday, March 27, 2014, delivered before 2:00 p.m.
City of Prescott
Attention: City Clerk BID TITLE: PY13 008 Prescott Area Family Shelter
201 S. Cortez Street
Prescott, AZ 86303

2.2.5 SEALED BID OPENING
Thursday, March 27, 2012 at 2:00 p.m.
City Council Chambers,
201 S. Cortez Street,
Prescott, AZ 86303

2.3 Addenda and Bid Tabulations

Changes to this solicitation will be made only by formal written addenda issued by the Grants Administrator. Any such addenda will be posted on the City's website at **http://www.prescott-az.gov/business/bids.** Bidders are responsible for checking the City website for any and all addenda to this solicitation, answers to questions posed by other Bidders, and related information. Changes to this solicitation may be made by the City if, in the sole judgment of the City, the changes will not compromise the City's objectives in this acquisition. All addenda issued by the City shall become a part of the specifications of this solicitation, and will be made part of the resulting agreement. Bid tabulations will be posted on the website with the corresponding solicitation when they become available.

2.4 Proprietary Material

A Bidder shall clearly mark any proprietary information contained in its bid with the words "proprietary information." Bidder shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a bid as proprietary may result in rejection of the bid. Bidders should be aware that the City is required by law to make its records available for public inspection. The Bidder, by submission of materials marked proprietary, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose these materials.

2.5 Multiple Bids

A Bidder may submit multiple bids for any solicitation however, each bid must be submitted separately (in its own complete package) from the others.

2.6 Delivery of Bids

Sealed bids (one (1) original and two (2) copies) must be received at the City Hall, Attention: City Clerk, no later than the date and time listed in Section 2.2. The bids will be opened and read publicly in the Council Chambers at that time.

- **If the bid is delivered by the U.S. Postal Service, the bid should be addressed to**:
  City of Prescott
  Attention: CITY CLERK Bid Title: CDBG PY13-008 Prescott Area Family Shelter, PH II
  201 S. Cortez Street
  Prescott, AZ 86303

- **If the bid is delivered by an entity other than the U.S. Postal Service, the bid should be addressed to:**
  City of Prescott
  Attention: CITY CLERK Bid Title: CDBG PY13-008 Prescott Area Family Shelter, PH II
  201 S. Cortez Street
  Prescott, AZ 86303

Bidder shall enclose all Bid Forms as discussed in 2.15 Bid Submittals (**one (1) original and two (2) copies) in a sealed envelope.** The envelope should identify the Bidder's name, mailing address, Solicitation and Title, and the time and date of opening. The City shall not consider late bids, telegraphic (fax) or telephone bids. Bidder is solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of bids. Bids received after the deadline will be returned unopened.

2.7 Cost of Bids

The City shall not be liable for any costs incurred by Bidder in the preparation and submittal of a bid(s) in response to the solicitation or in the participation of any part of the acquisition process.

2.8 Errors in Bids

Bidder is responsible for all errors or omission in their bids, and any such errors or omission will not serve to diminish their obligations to the City.

2.9 Withdrawal of Bids

A bid may be withdrawn by written request of the Bidder prior to the bid due date and time listed in **Section 2.2 Schedule.** No bid may be withdrawn for a period of 90 calendar days after the bid due date and time.

2.10 Changes in Bids

Prior to the bid due date and time listed in Section 2.2, a Bidder may make changes to its bid provided the change is initialed and dated by the Bidder. Corrections and/or modifications received after the closing time specified will not be accepted.

2.11 Rejection of Bids

The City reserves the right to reject any and all bids and to waive any immaterial defects and irregularities in bids.

2.12 Disposition of Bids

All materials submitted in response to the solicitation, including samples, shall become the property of the City upon delivery to the City.

2.13 Incorporation of Solicitation and Response in Agreement

This solicitation, including all bid forms, attachments and addenda, and all promises, warranties, commitments and representations in the successful bid shall be binding and shall become obligations of the agreement.

2.14 Protests

Any protest of a notice that a bid is non-responsive must be filed by 5:00 p.m. on the third business day after such notification. All such protests shall be in writing, contain a complete statement of the grounds for protest, and is filed with the City Clerk, 201 S. Cortez Street, Prescott, AZ 86302, FAX 928-777-1241. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the Apparent Successful Bidder(s). The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other bidder.

2.15 Bid Submittal

Bid (one (1) original and two (2) copies) must be sealed and the envelope must clearly indicate the information as described in Section 2.2. Bidder must fully complete and submit the following documents:

2.15.1 Bid Form A - Bidder Response Cover Sheet
2.15.2 Bid Form B - Price Sheet
2.15.3 Bid Form C – Subcontractors List
2.15.4 Bid Form D – Bid Certification
2.15.5 Bid Form E – Non-Collusion Bidder Affidavit
2.15.7 Bid Form F – Bidder Demographic Information (Optional)
2.15.8 Bid Form G – Bidder Qualifications, Representations and Warranties
2.15.9 Bid Form H - Bidder Certification of Federal Contract and labor Provisions

3.0 GENERAL CONTRACT TERMS AND CONDITIONS

3.1. **Entire Agreement**: This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. The City's RFQ/RFP, all addenda to the RFQ/RFP, and the Contractor's response to the RFQ/RFP are explicitly included in this contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City's RFQ/RFP; the City's RFQ/RFP; and the Contractor's response to the RFQ/RFP.

3.2. **Term:** The term of this Contract shall commence on the date the Mayor signs the same and shall expire as stated within the Contract.

3.3. **Freight:** Prices include freight prepaid and allowed. The Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges.

3.4. **Title:** Prices are F.O.B. destination. Title to items and risk of loss remain with Contractor until City receives items at the delivery point.

3.5. **Overages/Undergoes:** Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.

3.6. **Schedule:** Unless the City's Contracting Officer requests a change in schedule, the Contractor shall deliver the items or render the services as stated in the Contract. At the City's option, the Contractor's failure to timely deliver or perform may require expedited shipping at the Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Contracting Officer of such difficulty and the length of the anticipated delay.

3.7. **Payment:** Invoices will be paid within thirty (30) days after the Bidder's completion and the City's acceptance of the goods or services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice therefore.

3.8. **Unlawful Overcharges:** The Contractor assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.

3.9. **Price Warranty:** The Contractor warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The Contractor warrants that prices shown on this Contract are complete, and that no additional charge of any type shall be added without the City's express written consent.

3.10. **Warranties**: The Contractor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.

3.11. **Equal Employment Opportunity:** During the term of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race,

color, sex, national origin, or the presence of any sensory, mental or physical handicap. 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.

3.12. **Diversity:** The City encourages the Contractor to employ a workforce reflective of the region's diversity.

3.13. **Discrimination in Contracting**: The Contractor shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

3.14. **Record Keeping**: The Contractor shall maintain, for at least 36 months after expiration or earlier termination of the term of this Contract, relevant records and information necessary to document the Contractor's utilization of other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in the contract. The City shall have the right to inspect and copy such records. If this Contract involves federal funds, the Contractor shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.

3.15. **Publicity:** The Contractor shall not advertise or publish the fact that the City has contracted to purchase items from the Contractor without the City's prior written approval.

3.16. **Proprietary and Confidential Information:** The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.

3.17. **Indemnification**: The CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the City, its officers, departments and divisions, employees and agents, from and against any and all claims, damages, losses, expenses, liabilities, attorney fees, court costs or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement or any other claim resulting from Contractor's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or his/her agents. The Contractor further releases and discharges the City, officers, departments and divisions, agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Contractor has or may have against the City, its agents or employees, arising out of or in any way connected with the Contractor's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

3.18. **Insurance:** The Contractor shall secure and maintain, at all times during the term of this Contract, at its own expense, a policy or policies of insurance known as:

3.18.1. Commercial General Liability written on an insurance industry standard occurrence form (ISO form CG 00 01) or equivalent including premises/operations, products/completed operations, personal/advertising injury, contractual liability, and independent contractors liability;

3.18.2. If any vehicle is used in the performance of this Contract, a policy of Business Automobile Liability written on an insurance industry standard form (ISO form CA 00 01) or equivalent, including coverage for owned, non-owned, leased or hired vehicles; and

3.18.3. If any work under this Contract will be performed by a resident of the state of Arizona, Worker's Compensation ("Industrial Insurance") as required by the State of Arizona. The insurance as provided under items 3.19.1 and 3.19.2 above shall be endorsed to include The City of Prescott, its officers, elected officials, employees, agents and volunteers as an Additional Insured per ISO form CG2010 11/85 or CG2026 or equivalent, and to not permit reduction or cancellation by the insurer without forty-five (45) days prior written notice to the City. The Contractor's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the Contractor's insurance.

3.19. **Compliance with Law:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of The City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

3.20. **Licenses and Similar Authorizations:** The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

3.21. **Taxes:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.

3.22. **Americans with Disabilities Act:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

3.23. **Adjustments:** The City's Agent at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

3.24. **Amendments:** Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties. Unless Contractor is otherwise notified, the City's Grants Administrator shall be the City's authorized agent.

3.25. **Assignment**: Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.

3.26. **Binding Effect:** The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

3.27. **Waiver:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

3.28. **Applicable Law:** This Contract shall be construed under the laws of the State of Arizona. The venue for any action relating to this Contract shall be in the Superior Court for Yavapai County, State of Arizona.

3.29. **Remedies Cumulative:** Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

3.30. **Severability:** Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

3.31. **Gratuities:** The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Contract upon one (1) calendar day's notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.

3.32. Termination:

3.32.1. For Cause: Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.

3.32.2. For Reasons Beyond Reasonable Control of a Party: Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

3.32.3. For Public Convenience: The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City.

3.32.4. Notice: Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

3.33. Contractor Immigration Warranty

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. §34-301, "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 City that the 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 Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

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

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are 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, building or transportation facility or improvement to real property.

4.0 STANDARD BID INFORMATION

4.1. **Default by Bidder:** In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

4.2. **Cash Discounts:** In connection with any cash discount specified on this bid, time will be computed from the date of complete delivery of the supplies, equipment or services as specified or from the date correct invoices are received in the City Finance office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.

4.3. **Warranty:** Manufacturer's warranties shall remain in effect. All equipment purchased shall be purchased from one (1) vendor. That one vendor shall be fully responsible for all warranty performance relating to any part of component of the purchased equipment. The vendor's responsibility shall include all warranty involving sub-contractors. The vendor shall supply a warranty on all parts and workmanship from the initial delivery date. The vendor shall guarantee further that the equipment to be supplied complies with all applicable regulations.

4.4. **Litigation:** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or another other state or federal statute.

4.5. **Brand Names**: Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.

5.0 INSTRUCTIONS FOR SUBMITTAL OF BID FORMS

5.1. **Bid Form A - Solicitation Response Cover Sheet**: Bidder shall complete, sign, and submit Form A as the first page of the bid package

5.2. **Bid Form B - Price Sheet:** Bidder shall certify that its bid will be valid for 120 days after submission. Bidder may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.

5.3. **Bid Form C – Subcontractor List** Bidder shall complete, sign, and submit Form C

5.4. **Bid Form D - Bid Certification**: Bidder shall complete, sign, and submit Form D

5.5. **Form E - Non-Collusion - Affidavit:** Bidder shall complete, sign, and submit Form E.

5.6. **Form F – Bidders Demographic Optional Information: Form G is for informational purposes** only, is not required to be answered or submitted, and responses will not be taken into consideration in bid evaluation, or in agreement award or administration. Bidder may complete, sign, and submit Form G.

5.7. Form G - Bidder Qualifications, Representations and Warranties

5.7.1. Bidder shall complete and submit Solicitation Form H. Bidder shall provide additional information as required. The City reserves the right to inspect any of Bidder's facilities and equipment after the bid due date and time listed in Section 2.2. The Bidder shall make such facilities and equipment available for the City's inspection within eight business hours of the City's request. The City may require additional information concerning a Bidder's facilities, equipment, personnel, and procedures. The Bidder shall supply such information within the time noted in the City's request.

5.7.2. The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to perform the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

5.7.3. Bidder shall provide two (2) references, a sub-contractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign and submit Form H.

5.8 Bid Form H – Bidder Certification of Federal Labor and Contract Provisions described in Appendix I, I (a) and II – Bidder shall sign, date and submit a copy indicating receipt and general understanding of contractor obligations' in said document.

BID FORM A – BIDDER RESPONSE COVER SHEET (RETURN WITH BID)

City of Prescott

Solicitation Response

Solicitation Number: **CDBG PY13-005**

Description: _____

Please note all that apply:

☐ **Total Price including tax (do not consider Options) ……$_____**

☐ **Addenda Number(s) Received (if any) ……..……_____**

☐ **Original and signed Bid Forms A through H and two (2) photocopies of same.**

Business Name: _____ DUNS # _____

Business Address: _____ AZ ROC # _____

_____

Business Phone: (_____) _____

Business Contact: _____ e:mail_____

Business Payroll: _____e:mail_____

E-mail Address: _____@_____

Fax: ( ) _____

Supplier Comments: _____

_____

_____

_____

BID FORM B – PRICE SHEET (RETURN WITH BID)

1.	Demolition	$
2.	Patio and Sidewalk Paving	$
3.	Security Fencing	$
4.	Utilities – Expand water and electric lines	$
5.	Miscellaneous	$
Planning	Site Plan and any additional Construction Details	$
Admin Fees	Davis Bacon Act - Payroll Certification	$
Permit Fees	Building Permit Fees	$
	Contingency	$
	TOTAL BID AMOUNT **Including all applicable sales tax**	**$ _____**
OPTION 1.	**SHADE STRUCTURE**	$
OPTION 2.	**NORTH SIDE OF EXISTING BUILDING**	
a.	Demolition	$
b.	Sidewalk and ramp paving and ADA handrails	$
c.	Miscellaneous	$

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, transportation, and services for the_____ project and hereby declares that he or she has visited the site and examined the contract documents relating to the work covered by the above bid.

Days Required for Completion Upon Execution of Contract: _____ **days**

Payment Terms: _____ Dated this _____ day of _____ 2014

_____

Signature Title

FORM C - SUBCONTRACTORS LIST (RETURN WITH BID)

	Company Name and ROC License Number	Mailing Address	Phone Number
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
	Note: Davis Bacon Act and Wage Determination are a requirement for all project labor and tradesman. Please inform the project subcontractors of this contract condition and the administrative payroll and recordkeeping requirements.		

Signature Title

FORM D – BID CERTIFICATION (RETURN WITH BID)

Bidder Name:_____

The undersigned Bidder hereby certifies as follows:

D.1 That he/she has read The City of Prescott's solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Issue Date
_____	_____
_____	_____

D.2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

D.3 That the Bidder's bid Package consists of the following Bid Forms:

- Bid Form A - Bidder Response Cover Sheet
- Bid Form B - Price Sheet
- Bid Form C – Subcontractors List
- Bid Form D - Bid Certification
- Bid Form E - Non-Collusion Bidder Affidavit (notarized)
- Bid Form F – Bidder Demographic Optional Information
- Bid Form G – Bidder Qualifications, Representations and Warranties
- Bid Form H – Bidder Certification of Federal Contract and Labor Provisions

D.4 That to the best of his/her knowledge, the person, firm, association, partnership or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

D.5 That to the best of his/her knowledge, the person, firm, association, partnership or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

D.6 That the Bidder's bid is valid for 90 days.

Dated this _____ day of _____ 2014.

_____ _____

Signature **Title**

BID FORM E– NON COLLUSION – BIDDER AFFIDAVIT (RETURN WITH BID)

State of _____)
) ss.
County of _____)

_____, being first duly sworn, deposes and says:

That he/she is_____ of _____
(Title) (Bidder)

who submits herewith to the City of Prescott, Arizona, a proposal:

That all statements of fact in such proposal are true; That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Prescott, Arizona, or of any bidder or anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or of that of anyone else;
4. Did not, directly or indirectly, submit his proposed price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except the City of Prescott, Arizona, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By:_____

SUBSCRIBED AND SWORN to before me by _____this _____ day of _____, 2014.

Notary Public

Commission Expires

BID FORM F – BIDDER DEMOGRAPHIC INFORMATION (RETURN WITH BID)

I certify that: _____ (Co Name)

a. The demographic and business information of the undersigned are:

Contractor Information

Amount of Contract	Type of Trade Code*	Racial Code*	Hispanic Y/N	Women Owned Y/N	IRS Tax ID#	Section 3 Y/N	Legal Name, Address, City, State, Zip	AZ License No.
$								

*See Demographic and Trade Code table below for information

Demographic and Trade Codes

Race	Type of Trade Code
11 – White	**1 – New Construction**
12 – African American	***2 – Substantial Rehab***
13 – Asian	**3 – Repair**
14 – American Indian or Alaskan Native	**4 – Service**
15 – Native Hawaiian or other Pacific Islander	**5 – Project Management**
16 – American Indian or Alaskan Native and White	**6 – Professional**
17 – Asian and White	**7 – Tenant Services**
18 – African American and White	**8 – Education Training**
19 – American Indian or Alaskan Native and White	**9 – Architecture/Engineering**
20 – Other Multi-racial	**10 - Other**

b. The undersigned is: ☐ a sole proprietorship; ☐ a partnership; ☐ a corporation

organized in the State of _____; or ☐ another organization

_____

_____

_____

(Please describe if box checked another organization)

BID FORM F (CONT.) – BIDDER DEMOGRAPHIC INFORMATION (RETURN WITH BID)

c. The name, title and address of the owners, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest, are: (Indicate if None)

NAME	ADDRESS	NATURE OF INTEREST

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (Indicate if None)

NAME	ADDRESS	TRADE CODE

Dated this _____ day of _____ 2014.

_____

_____

Signature **Title**

BID FORM G – BIDDER QUALIFICATIONS, REPRESENTATIONS AND WARRANTIES (RETURN WITH BID)

Bidder Name:_____

The undersigned Bidder hereby certifies as follows:

H1 **Taxes and Liens** - Bidder has no unsatisfied tax or judgment lien on record.

H2 **Subcontractors** – Bidder submits a completed and signed **Bid Form C,** a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform requirements of the proposed agreement. The list shall include the firm's name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.

H3 **References** – The City will enter into an agreement only with a Bidder(s) having a reputation of satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Reference #2

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

H4 **Bidder's Examination** - Bidder has made its own examination, investigation and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix II and III), and the solicitation. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation and research, and that is will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid. There will be no amendments to this contract regarding wages.

Dated this _____ day of _____ 2014.

_____ _____

Signature **Title**

BID FORM H – BIDDER CERTIFICATION OF FEDERAL LABOR AND CONTRACT PROVISIONS DESCRIBED IN APPENDIX I. AND II. (RETURN WITH BID)

I_____ having read and understand the contract obligation of Appendix I and II.On behalf of Contractors name **_____on this _____Day of _____, 2014.**

I1 Appendix I: FEDERAL LABOR STANDARDS PROVISIONS – Davis Bacon Act

I2 The appendixIA, Federal Labor Standards Provisions and Davis Bacon Wage determination are hereby incorporated into this Request for Quote and the Contractor shall make themselves aware of all conditions and requirements contained therein as it relates to this contract. Davis-Bacon Act prevailing wages payable to laborers and mechanics employed on covered construction work;

I3 The Davis-Bacon Act.

This Act applies to contracts in excess of $2,000 for the construction, alteration, and/or repair of public buildings or public works, including painting and decorating, where the United States or the District of Columbia is a direct party to the contract. The Act requires all contractors and subcontractors to pay the various classes of laborers and mechanics employed on the site of the work on the contract the wage rates and fringe benefits determined by the S/L to be prevailing for corresponding classes of employees engaged on similar projects in the locality. In addition, the Act requires that certain labor standards provisions be specified in the contract awarded to the successful bidder (*see* 29 CFR § 5.5 (a)). An applicable wage determination must also be included in the contract documents.

I4 In case of discrepancy between any clause, condition, requirement, or wording between those documents contained in Appendix A and any other contract quote document, the requirements of Appendix A shall take precedence.

I5 Appendix II: The Certifications (Civil Rights, Equal Employment Opportunity, Affirmative Action for Handicapped Workers -Section 503, Fly Ash, Access to Records and Records Retention, Conflict of Interest, 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.

_____	_____
(Printed name of authorized contractor or agent)	**(Signature of authorized Contractor or agent)**
_____	_____
(Title)	**(date)**
_____	_____
(Printed name of Company)	**(date)**

Appendix I - FEDERAL LABOR STANDARDS PROVISIONS – Davis Bacon Act

The attached Davis Bacon Wage guidelines are hereby incorporated into this Request for Quote and the Contractor shall make themselves aware of all conditions and requirements contained therein as it relates to this contract. Davis-Bacon Act prevailing wages payable to laborers and mechanics employed on covered construction work;

The Davis-Bacon Act.

This Act applies to contracts in excess of $2,000 for the construction, alteration, and/or repair of public buildings or public works, including painting and decorating, where the United States or the District of Columbia is a direct party to the contract. The Act requires all contractors and subcontractors to pay the various classes of laborers and mechanics employed on the site of the work on the contract the wage rates and fringe benefits determined by the S/L to be prevailing for corresponding classes of employees engaged on similar projects in the locality. In addition, the Act requires that certain labor standards provisions be specified in the contract awarded to the successful bidder (*see* 29 CFR § 5.5 (a)). An applicable wage determination must also be included in the contract documents.

In case of discrepancy between any clause, condition, requirement, or wording between those documents contained in Appendix B and any other contract quote document, the requirements of Appendix I. shall take precedence.

The HUD documents to reference include:

HUD – 5370-EZ: General Contract Conditions for Small Construction/ Development Contracts

HUD – 4230- A Request for additional Classification and Wage Rate

Department of Labor Forms Appendix I. (a) :

- Prevailing Wage Decision Number **AZ140035 01/17/2014 AZ35**
- Poster resource: WH-1321 – Davis Bacon posters (English and En Espanol) – Required to be posted at job site with wage determination

The Prevailing Wage Decision Number for this project is:

County: Yavapai

Type: Building

General Decision Number: AZ140035 01/17/2014 AZ35

RESOURCES:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/labor_relations/olrform

Selecting Davis Bacon Wage Determinations: http://www.wdol.gov/dba.aspx

Instructions for Completing Payroll Form, WH-347 http://www.dol.gov/whd/forms/wh347instr.htm

WH 347 form http://www.dol.gov/whd/forms/wh347.pdf

Making Davis Bacon Work – Contractors Guide http://www.hud.gov/offices/adm/hudclips/guidebooks/HUD-LR-4812/4812-LR.pdf

The City of Prescott may issue by addendum an updated Prevailing Wage Decision Number up to 10 days prior to Bid Award.

See Appendix I (a) Davis Bacon Wage Decision

Appendix I (a), Davis Bacon Prevailing Wage for this Project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>

General Decision Number: AZ140035 01/03/2014  AZ35

Superseded General Decision Number: AZ20130035

State: Arizona

Construction Type: Building

County: Yavapai County in Arizona.

BUILDING CONSTRUCTION PROJECTS (does not include single family
homes or apartments up to and including 4 stories).


Modification Number     Publication Date
          0             01/03/2014

 ELEC0640-009 09/01/2012

                                  Rates          Fringes

ELECTRICIAN.....................$ 25.64          3%+7.71
-----------------------------------------------------------------
 ENGI0428-014 07/29/2013

                                  Rates          Fringes

POWER EQUIPMENT OPERATOR:
     (1) Oiler...................$ 20.99             9.34
-----------------------------------------------------------------
 IRON0075-003 01/01/2013

                                  Rates          Fringes

IRONWORKER, STRUCTURAL...........$ 26.52            20.65

Zone 1:  0 to 50 miles from City Hall in Phoenix or Tucson
Zone 2:  050 to 100 miles - Add $4.00
Zone 3:  100 to 150 miles - Add $5.00
Zone 4:  150 miles & over - Add $6.50

-----------------------------------------------------------------
* LABO0383-005 11/01/2013

                                  Rates          Fringes

LABORER (MASON TENDER-BRICK).....$ 18.63             4.35
-----------------------------------------------------------------
 PLAS0394-001 07/01/2011

                                  Rates          Fringes

CEMENT MASON/CONCRETE FINISHER...$ 22.84             8.57
-----------------------------------------------------------------
 PLUM0469-001 07/01/2013

                                  Rates          Fringes
```

PLUMBER/PIPEFITTER.....$ 33.55 17.05

SFAZ0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	$ 30.12	19.47

SHEE0359-002 07/01/2013

	Rates	Fringes
SHEET METAL WORKER: (HVAC Duct Installation Only) Zone 1.....	$ 30.42	14.99

SUA2012-023 05/30/2012

	Rates	Fringes
BRICKLAYER.....	$ 21.63	0.00
CARPENTER.....	$ 21.98	0.00
IRONWORKER, ORNAMENTAL.....	$ 18.43	0.00
IRONWORKER, REINFORCING.....	$ 14.11	0.00
LABORER: Common or General.....	$ 15.56	1.95
LABORER: Irrigation.....	$ 12.26	0.47
LABORER: Mason Tender - Cement/Concrete.....	$ 15.51	2.90
LABORER: Pipelayer.....	$ 15.14	0.88
LABORER: Power Tool Operator....	$ 14.85	4.20
MASON - STONE.....	$ 18.25	0.95
OPERATOR: Backhoe/Excavator/Trackhoe.....	$ 18.96	2.43
OPERATOR: Bulldozer.....	$ 20.54	6.31
OPERATOR: Crane.....	$ 24.62	5.27
OPERATOR: Drill Rig Caissons....	$ 19.06	2.39
OPERATOR: Drill.....	$ 19.16	0.00
OPERATOR: Forklift.....	$ 18.39	0.00
OPERATOR: Grader/Blade.....	$ 21.39	4.26
OPERATOR: Loader (Front End)....	$ 18.14	1.02

OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 21.00	3.77
OPERATOR: Roller	$ 20.53	0.00
OPERATOR: Scraper	$ 21.41	0.00
OPERATOR: Screed	$ 22.17	4.42
OPERATOR: Trencher	$ 16.24	1.34
PAINTER: Brush, Roller and Spray	$ 17.33	1.25
ROOFER, Includes Waterproofing, and Installation of Metal Roofs	$ 16.31	1.49
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 18.45	2.56
TILE FINISHER	$ 12.50	0.00
TILE SETTER	$ 15.54	0.84
TRUCK DRIVER: Dump Trucks	$ 16.90	0.00
TRUCK DRIVER: Water Truck	$ 15.81	0.00

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the

four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

APPENDIX II - Federal Contract Provisions – (Contract Requirement)

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

1. **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.
2. **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.
3. **And, Rehabilitation Act of 1973, Section 504**, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;
4. **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, and Handicap under any program or activity funded in whole or part under Title I (CDBG) of the Act.
5. **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.
6. **And, Americans with Disabilities Act of 1990**, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."
7. **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.
8. **And, Executive Order 11246**, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of $10,000.

B. 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, creed, sex, color, national origin, familial status, religious affiliation or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. 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 GRANTEE setting forth the provisions of this non-discrimination clause.2. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR for the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap.

2. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
3. The CONTRACTOR will furnish all information and reports required by Executive Order 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/her books, records, and accounts by the GRANTEE's Department of Housing and/or Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
4. In the event of the CONTRACTOR's non-compliance with any provision of this contract or with any of such rules, regulations or orders, this Agreement may be canceled, 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
5. The CONTRACTOR will include the provisions of the subparagraphs 12 (a) through (f) 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 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the GRANTEE's Department of Housing and/or Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: 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 by the GRANTEE's Department of Housing and/or Community Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

C. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS SECTION 503 (if contract $25,000 or over)

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
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, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor 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.

D. 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 CITY of Prescott, 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 five years following the "official US Department of Housing and Urban Development date of the grant or the resolution of all audit findings, whichever is later.

E. 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 CITY of Prescott.
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 CITY of Prescott that develops at any time during this contract will be immediately disclosed to the CITY of Prescott.

F. ANTI-LOBBYING CERTIFICATION - 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.

G. These Certifications (Civil Rights, Equal Employment Opportunity, Affirmative Action for Handicapped Workers -Section 503, Fly Ash, Access to Records and Records Retention, Conflict of Interest, 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.

Contract Requirement:

_____	_____
(Printed name of authorized contractors)	(signature of authorized Contractor)
_____	_____
(Title)	(date)
_____	_____
(Printed name of firm)	(date)

Appendix III – Sample Contract

CONTRACT NUMBER: _____
Between
The City of Prescott, Arizona
and
_____

THIS AGREEMENT, made and entered into this ___th day of _____, 2014, by and between _____, hereinafter known as the CONTRACTOR, and the CITY OF PRESCOTT, a municipal corporation organized and existing under and by virtue of its City Charter and the laws of the State of Arizona, hereinafter known as the CITY.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

ARTICLE I - SCOPE OF WORK

The CONTRACTOR shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform the installation of concrete stairway and handrail according to building codes for_____, at the following site location _____, Prescott, Arizona. (description of project general scope) The installation shall be in a good and workmanlike manner and be installed to the satisfaction of the CITY through its agents and under the direction and supervision of the Community Development Director or his properly authorized agents (hereinafter referred to as the "Project Director") and strictly pursuant to and in conformity with the price quote sheet attached hereto as Exhibit "A", which exhibit is fully incorporated herein by reference. This agreement in no way creates any third-party beneficiaries.

ARTICLE II - CONTRACT DOCUMENTS

The contract documents consist of this Contract, with the incorporated "Exhibit A". In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".

ARTICLE III - TIME OF COMPLETION

A. The CONTRACTOR hereby agrees to commence work on or before the tenth (10th) day after written notice to do so, and to fully complete the same within twenty (20) calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided herein, or as may be mutually agreed upon by the parties in writing.

B. It is the CONTRACTOR'S responsibility to establish methods of installation and an installation schedule which will facilitate the completion of work required by this Contract within the Contract period and with full consideration for the seasonal weather during which the work is

scheduled. Judgment as to hazardous conditions shall be made jointly by the CITY and CONTRACTOR.

C. Any request for extension of time shall be made in writing to the Project Director, stating the reason for said request, and such request shall be received by the CITY immediately following the end of the delay-causing condition. The extension of time allowed shall be as determined by the Project Director and approved by the CITY. An extension of time may be granted by the CITY after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration.

ARTICLE IV – COMPENSATION

A. For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with directions of the CITY, through its agents, and to its satisfaction, the CITY agrees to pay the said CONTRACTOR the sum of _____Dollars and Zero Cents ($x,xxx.xx).

B. CONTRACTOR shall satisfy the CITY that all bills for labor and materials incorporated in the work have been paid, and shall complete and submit to the CITY a certification relinquishing any and all claims or right of lien under, in connection with, or as a result of the work under the Contract before final payment shall be made.

C. The intent of the Contract is that maximum payment shall not exceed the agreed total price set forth in Article IV(A).

D. The CITY will pay the CONTRACTOR the 100% the full contract amount upon completion from the date of City approval of the project.

ARTICLE V - CONFLICT OF INTEREST

Pursuant to A.R.S. Section 38-511, the CITY may cancel this contract without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the Contract on behalf of the CITY is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent 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. In the foregoing event, the CITY further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating the Contract on behalf of the CITY from any other party to the Contract, arising as a result of the Contract.

ARTICLE VI - INDEPENDENT CONTRACTOR STATUS

It is expressly agreed and understood by and between the parties that the CONTRACTOR is being retained by the CITY as an independent contractor, and as such the CONTRACTOR shall not become a CITY employee, and is not entitled to payment or compensation from the CITY or to any fringe benefits to which other CITY employees are entitled other than that compensation as set forth in the Compensation Section of the Contract. As an independent contractor, the CONTRACTOR further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Contract. As an independent contractor, the CONTRACTOR further agrees that he will not make any claim, demand or application to or for any right or privilege applicable

to any officer or employee of the CITY, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE VII – NONDISCRIMINATION

The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor 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, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended.

ARTICLE VIII - INDEMNIFICATION AND HOLD HARMLESS

The CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the City, its officers, departments and divisions, employees and agents, from and against any and all claims, damages, losses, expenses, liabilities, attorney fees, court costs or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement or any other claim resulting from Contractor's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or his/her agents. The Contractor further releases and discharges the City, officers, departments and divisions, agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Contractor has or may have against the City, its agents or employees, arising out of or in any way connected with the Contractor's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

ARTICLE IX – INSURANCE

The Contractor agrees, at its sole expense, to maintain on a primary basis during the life of this Contract, or the performance of Work hereunder, insurance coverage's, limits, and endorsements, unless otherwise noted herein.

The Contractor agrees the insurance requirements herein, as well as City's review or acknowledgement, is not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Contractor under this Contract. Contractor shall obtain and maintain in effect during the term of this Agreement a policy or policies of liability insurance with limits not less than those stated below:

Commercial General Liability – Occurrence Form

1. Commercial General Liability – Contractor agrees to maintain Commercial General Liability at a limit of liability no less than $1,000,000 Each Occurrence $2,000,000 Annual Aggregate. Contractor agrees its coverage's will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The Contractor agrees any Self-Insured Retention or deductible shall not exceed $25,000.

a. The policy shall be endorsed to include the following additional insured language**: "The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor".**

2. Automobile Liability

Business Automobile Liability – Contractor agrees to maintain Business Automobile Liability at a limit of liability no less than $1,000,000 Each Occurrence. Coverage's shall include liability for Owned, Non-Owned & Hired Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

ADDITIONAL INSURED ENDORSEMENTS – The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured – Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of CG2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. Attach an actual copy of the endorsement(s). The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Prescott".

Deductibles, Coinsurance Penalties & Self-Insured Retention. – Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to City, the Contractor agrees, when requested by City, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

WAIVER OF SUBROGATION – Contractor agrees by entering in to this written Contract to a Waiver of Subrogation in favor of the City for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

RIGHT TO REVISE OR REJECT – Contractor agrees the City reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally in the State of Arizona. In such events, the City shall provide Contractor written notice of such revisions or rejections.

NO REPRESENTATION OF COVERAGE ADEQUACY – The coverage, limits or endorsements required herein protect the primary interests of the City, and the Contractor agrees in no way should these coverage, limits or endorsements required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

CERTIFICATES OF INSURANCE – Contractor agrees to provide City a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in fill force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by City, the Contractor agrees to not continue Work pursuant to this Contract, unless all required insurance remains in effect.

The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial General Liability with a CG 2010 10 01 Additional Insured – Owners, Lessees, or Contractors – Schedule Person or Organization, or CG 2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization in combination with the CG 2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations, or similar endorsement providing equal or broader Additional Insured coverage. Attach an actual copy of the endorsement.

2. Clearly indicate the project name and project number. PY13-011West Yavapai Guidance Clinic – Stair and Handrail Project.

3. Cleary identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.

4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

5. Clearly indicate Certificate Holder(s) as follows:
   City of Prescott, 201 South Cortez St., Prescott, AZ 86303

(1) Original: c/o Grants Administrator

(1) Copy: c/o City Clerk

ARTICLE X – AMBIGUITY

This Contract is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Contract is not to be construed against either party.

ARTICLE XI – DISPUTES

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project which is the subject of this Agreement. The parties hereto further expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

ARTICLE XII – CONTRACTOR IMMIGRATION WARRANTY

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "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 City that the 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 Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

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

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction.

Article XIII – NON-AVAILABILITY OF FUNDS

Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

ARTICLE IX This is a federally funded construction project subject to all federal labor laws, including the Davis-Bacon Act. The applicable Davis Bacon Wage Determination is attached hereto and incorporated herein by reference as Exhibit "B".

Dated this _____ day of _____, 2014.

_____
CONTRACTOR

Name:_____

Title:_____

Company: _____

APPROVED by the City of Prescott this _____th day of_____2014.

_____
MARLIN D. KUYKENDALL, MAYOR

ATTEST:

APPROVED AS TO FORM:

_____
DANA R. DELONG, CITY CLERK

_____
JON M. PALADINI, CITY ATTORNEY