PROJECT:

CDBG PY13-008
Prescott Area Family Shelter
PHASE II

PREPARED BY:

CITY OF PRESCOTT, ARIZONA

Community Development, CDBG Program Administration

928-777-1143

BID DUE DATE:

March 26, 2015, 2:00 p.m.

NOTICE INVITING BIDS

PROJECT: CDBG - PY13 008, PRESCOTT AREA FAMILY SHELTER – PH II

DESCRIPTION: The City of Prescott, Arizona, requests bids from qualified general contractors to renovate the Prescott Area Family Shelter located at 337 N. Rush Street. This project generally consists of electrical upgrades, ADA bathroom renovations, egress windows, and other improvements as specified in the bid package. This project is a HUD, CDBG federally-funded construction project, but is NOT subject to the Davis Bacon Act and prevailing wage rates.

A MANDATORY PRE-BID CONFERENCE AND WALK-THROUGH WILL BE HELD AT THE PRESCOTT AREA FAMILY SHELTER OFFICE, 336 N. RUSH STREET, PRESCOTT, AT 10:00 AM ON MARCH 5, 2015.

SEALED BIDS SHALL BE RECEIVED BEFORE 2:00 P.M. MST (ARIZONA TIME) ON THURSDAY, MARCH 26, 2015, 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 PY13-008, Prescott Area Family Shelter Phase II". 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 bid documents will be available online starting February 25, 2015 for public inspection at http://www.prescott-az.gov/business/bids or by request to CDBG Grant Administrator at isabel.rollins@prescott-az.gov or (928) 778-2692.

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Isabel Rollins, CDBG Grant Administrator

Published: 2xCourier February 23 & March 2, 2015

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

CDBG PY13-008 PRESCOTT AREA FAMILY SHELTER PHASE II
337 N. Rush Street, Prescott, AZ

The City of Prescott is soliciting bids for the renovation of a Residential Use building at 337 N. Rush Street, Prescott, AZ 86303. This project is a federally-funded construction project, but is not subject to compliance with the Davis Bacon Act and prevailing wage rates. 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 26, 2015 at 2:00 PM in the Council Chambers, City Hall, 201 S. Cortez Street, Prescott, AZ 86303.**

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1.0 SOLICITATION SPECIFICATIONS

PROJECT:	**PY13-008, PRESCOTT AREA FAMILY SHELTER**
LOCATION:	**337 N. RUSH STREET, PRESCOTT, AZ 86301**
APN - ID#	**114-03-038B**
OWNER:	**DISABLED AMERICAN VETERANS PRESCOTT CH. 16 INC.**
FAMILY SHELTER OPERATOR:	**PRESCOTT AREA SHELTER SERVICES (PASS)**
EFFECTIVE DATE OF BUILDING CONSTRUCTION:	**1980 SQUARE FOOTAGE: 2,650**
ZONING:	**Industrial Transition (IT) USE: Congregate Living**

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 Prescott Area Shelter Service Housing Unit located at 337 N. Rush Street, to serve as a Family Shelter for at risk to homelessness clients. This project is in partnership with the Disabled American Veterans and Prescott Area Shelter Services; a community wide transitional shelter program.

B. Cost associated with water service fees upgrade to a larger meter will be paid for by the property owner and are not a part of this contract.

C. Contractors must be licensed appropriately and have the ability to coordinate and complete all of the projects listed below. Project 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, 2015.

D. The project is a federal funded, HUD CDBG housing renovation project supported by the City of Prescott CDBG Program Year 2013 and 2014 funds.

E. The work to be included under this contract shall include administrative requirements, labor, equipment and materials necessary to address building code and housing standards including:

SCOPE OF WORK SUMMARY (see plans and specifications for complete description)

1. **Upper Floor**
    1. Remove existing window in bedroom and install an egress window including all trim and finish.
    2. Install a fire escape ladder and storage box below window.
2. **Main Floor**
    1. Install an ADA bathroom at the existing bathroom, to include the installation of plumbing; drainage and vent that meet required code and ADA compliance, as well as ADA accessible toilet, shower, required shower grab bar and all required shower fixtures and trim. Includes expansion onto deck area and widening of hallway.
3. **Lower Floor**
    1. Install exhaust fan with vent to exterior wall in Bathroom #1.
    2. Install expansion tank with PT valve with piping to exterior at water heater.
    3. Remove existing window in large bedroom and a portion of the CMU wall below, and install an egress window including all trim and finish.
4. **Site**
    1. Install RPZ valving at underground water service yard line near existing water meter.

Alternate #1 - Fire Sprinkler System

a. Provide a complete Fire Sprinkler system in compliance with the International Fire Code (IFC), NFPA-24, City of Prescott and YAG standards.

Alternate #2 – Interior Walls

a. Install new 2 x 4 frame partition walls with soundproofing insulation to divide existing living room space on main floor.
b. Install two doors and three electrical outlets, and relocate fire alarm as indicated on plans.

Alternate #3 - Fencing

a. Install approximately 250 linear feet of new 60” tall chain link fencing around the property perimeter and three gates.

Alternate #4 – Concrete Paving

a. Remove existing concrete in lower parking area and install new reinforced concrete slab.

Alternate #5 – Air Conditioning

a. Install air-conditioner components to existing FAU at west end of lower level. Include all components for a complete system.

Alternate #6 – Security System

a. Install a security camera system with cameras at all exterior doors with the capacity to connect to PASS offices across the street.

CITY SERVICE - CONTACT INFORMATION:

Planning and Zoning	George Worley	928-777-1287
CDBG Funding Administrator	Isabel Rollins	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.

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
Isabel Rollins, CDBG Contracting Officer
Phone 928-777-1143 or 928-778-2692
Email: irollins@prescott-az.gov

2.2 Schedule

2.2.1. SOLICITATION ADVERTISEMENT

Monday, February 23 and March 2, 2015, *The Courier*, Prescott, AZ

2.2.2. **FACILITY INSPECTION FOR PROSPECTIVE BIDDERS**
Thursday, March 5, 2015 at 10:00 a.m.
337 N Rush Street, Prescott, AZ 86301 or by appointment with
Shelter Director 928-777 -5933

2.2.3. MANDATORY PRE-BID MEETING
Thursday, March 5, 2015, at 10:00 a.m.
336 N Rush Street
Prescott, AZ 86303 (928) 778-2692

2.2.4 SEALED BIDS DUE (ONE (1) ORIGINAL AND TWO (2) COPIES)
Thursday, March 26, 2015, delivered before 2:00 p.m.
City of Prescott
Attention: City Clerk BID TITLE: PY13 008 Prescott Area Family Shelter, PH II
201 S. Cortez Street
Prescott, AZ 86303

2.2.5 SEALED BID OPENING
Thursday**,** March 26, 2015 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

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 RFB, all addenda to the RFB, and the Contractor's response to the RFB 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 RFB; the City's RFB; and the Contractor's response to the RFB.

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 90 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 F 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 G. 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 G.

Bid Form A – Bidder Response Cover Sheet (return with bid)

City of Prescott

Solicitation Response

Solicitation Number: **CDBG PY13-008, PRESCOTT AREA FAMILY SHELTER -PHASE II**

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 G 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)

BASE BID		
1.	Upper Floor – work as listed	$
2.	Main Floor – work as listed	$
3.	Lower Floor – work as listed	$
4.	Site – RPZ valving	$
	Contingency	
	Miscellaneous / Other	$
	TOTAL BASE BID AMOUNT **Including all applicable sales tax, materials, supplies, labor, overhead, profit**	**$** _____
ALTERNATES		
Alternate 1.	Fire Sprinkler System	$
Alternate 2.	Interior Walls	$
Alternate 3.	Fencing	$
Alternate 4.	Concrete Paving	$
Alternate 5.	Air Conditioning	$
Alternate 6.	Security System	$

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 _____ 2015

_____

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			

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

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 _____ 2015.

_____ _____

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 _____, 2015.

_____ _____
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 _____ 2015.

_____

_____

Signature **Title**

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

Bidder Name:_____

The undersigned Bidder hereby certifies as follows:

G1 **Taxes and Liens** - Bidder has no unsatisfied tax or judgment lien on record.

G2 **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.

G3 **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.

G4 **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 I and II), 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 _____ 2015.

_____ _____

Signature **Title**

APPENDIX I - 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 II – Sample Contract

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

THIS AGREEMENT, made and entered into this ___th day of _____, 2015, 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.

Dated this _____ day of _____, 2015.

_____
CONTRACTOR

Name:_____

Title:_____

Company: _____

APPROVED by the City of Prescott this _____th day of_____2015.

_____
MARLIN D. KUYKENDALL, MAYOR

ATTEST:

APPROVED AS TO FORM:

_____
DANA R. DELONG, CITY CLERK

_____
JON M. PALADINI, CITY ATTORNEY