



CONTRACT DOCUMENTS

City of Kingman Project Number
BLD19-0325

**CITY OF KINGMAN
FIRE STATION #22
CONSTRUCTION
1605 HARRISON AVE.
KINGMAN, ARIZONA 86401**

November 2019

JEN MILES
Mayor

TRAVIS LINGENFELTER
Vice Mayor

SUEANN MELLO KEENER

DEANA NELSON

JAMIE SCOTT STEHLY

KEN WATKINS

DAVID WAYT

Council Members

RON FOGGIN
City Manager

JAKE RHOADES
Fire Chief

KEITH EATON
Assistant Fire Chief

ANNIE MEREDITH
City Clerk

City of Kingman Fire Department
310 North Fourth Street, Kingman, Arizona 86401
(928) 753-2891, Fax (928) 753-7597
www.cityofkingman.gov

SPECIAL NOTICE

BIDDER'S ATTENTION IS CALLED TO THE FACT THAT ALL BIDS MUST BE COMPLETED ON THE PROPOSAL FORMS PROVIDED.

NO SUBSTITUTIONS OR ALTERATIONS WILL BE ACCEPTED.

BIDS WILL BE RETURNED UNOPENED IF NOT SUBMITTED PROPERLY SEALED.

BIDS RECEIVED AFTER THE DEADLINE WILL BE RETURNED UNOPENED.

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ADVERTISEMENT FOR BIDS

ISSUED BY: THE CITY OF KINGMAN, 310 N. FOURTH ST., KINGMAN, ARIZONA

ISSUE DATE: November 21, 2019

PUBLISH DATE: November 27, 2019

2ND PUBLISH DATE: December 1, 2019

TO: POTENTIAL BIDDERS

The City of Kingman will accept sealed Bids from qualified firms at the office of the **City Clerk at 310 North Fourth Street, Kingman, AZ 86401, until 3:00 PM Local Time on December 19, 2019 (Thursday)**. Bids will be opened and read aloud. Bids received after the deadline will be returned unopened.

Project Description: The FIRE STATION #22 PROJECT is located at 1605 Harrison Ave. within the City of Kingman. The project will consist of the construction of two additions as well as a remodel of the existing structures.

It is expected that all work will be complete by June 1, 2020.

For additional information on plan and specification review locations and how to obtain plans and specifications, as well as additional bidding procedures contact:

Keith Eaton, keaton@cityofkingman.gov or Jake Rhoades, jrhoades@cityofkingman.gov

Bids must be submitted on the Proposal Form provided and be accompanied by an Unconditional Certified Check, Cashier's Check, or Bid Bond for not less than Ten Percent of the total bid, payable to the City of Kingman, Arizona.

The right is hereby reserved to accept or reject any or all bids or parts thereto, to waive any informality in any proposal and reject the bids of any persons who have been delinquent or unfaithful to any contract with the City of Kingman.

The City will conduct a Pre-Bid Conference at Fire Station #22, 1605 Harrison Ave., Kingman Arizona on **Tuesday, December 3, 2019 beginning at 1:00 p.m. local time**. Bidder's attendance is not required, but encouraged.

END OF ADVERTISEMENT FOR BIDS

INVITATION TO BID

The City of Kingman will accept sealed Bids from qualified firms at the office of the City Clerk at 310 North Fourth Street, Kingman, AZ 86401, until 3:00 PM Local Time on December 19, 2019 (Thursday). Bids will be opened and read aloud. Bids received after the deadline will be returned unopened. Bids will be opened and read aloud. Bids received after the deadline will be returned unopened.

Project Description:

The FIRE STATION #22 PROJECT is located at 1605 Harrison Ave. within the City of Kingman. The project will consist of the construction of two additions as well as a remodel of the existing structures. The primary construction contractor is required to have a DUNs number and must be registered and current in the federal SAM (System of Award Management) system.

Bid Documents may be obtained beginning November 21, 2019 from the following:
City of Kingman Fire Department 412 E. Oak Street, Kingman, AZ 86401,
Phone: (928) 753-2891 or by e-mail at keaton@cityofkingman.gov

Copies of the Bid Documents may be obtained upon receipt of a non-refundable fee in the amount of \$75.00 per set; limit two sets. There will be no charge for emailed copies of the bid documents. Even though the construction plans and specifications may be obtained from the plan rooms or downloaded from the City's web site, **all bidders will need to get the bidding package directly from the City of Kingman Fire Department.** This will allow the City to maintain an accurate plan holders list in the event that addendums need to be sent out to all the bidders.

The contract documents may be examined at the following locations:

1. Kingman Fire Department Administration, 412 E. Oak Street, Kingman, AZ 86401 or www.cityofkingman.gov

Refer to other bidding requirements described in the Instructions to Bidders Section of the Contract Documents.

Submit your offer on the Proposal form provided. Bidders may supplement this form as appropriate.

A bid security in the form of a certified check, cashier's check or bid bond in the amount of 10% of the total bid payable to the City Of Kingman shall accompany each proposal.

Your offer will be required to be submitted under a condition of irrevocability for a period of 30 days after submission.

The successful bidder will be required to execute the Standard Form of Contract for Construction within Ten calendar days after formal Award of Contract.

The successful bidder, simultaneously with the execution of the Contract, will be required to furnish a Payment Bond in an amount equal to One Hundred Percent of the Contract Price, a Performance Bond in an amount equal to One Hundred Percent of the Contract Price, and Certificates of Insurance.

The City will conduct a non-mandatory Pre-Bid Conference at Kingman Fire Station #22, 1605 Harrison Ave. Kingman, Arizona on **Tuesday, December 3, 2019** beginning at 1:30 p.m. local time. Interested bidders are encouraged to attend.

The right is hereby reserved to accept or reject any or all bids or parts thereto, to waive any informality in any proposal and reject the bids of any persons who have been delinquent or unfaithful to any contract with the City of Kingman.

END OF INVITATION TO BID

INSTRUCTIONS TO BIDDERS

BID SUBMISSION

Sealed bids complete with all required documents will be accepted at the office of the City Clerk at 310 North Fourth Street, Kingman, AZ 86401 until 3:00 PM local time on the **19th** day of **December**, 2019 for the construction of this project.

The following documents need to be submitted as part of the bid:

1. Contractor's Qualification Statement
2. Proposal Form - Acknowledge all addendums or write "NONE" if no addendums.
3. Confirm all math calculations and the total bid amount.
4. Bid Security in the form of bid bond, unconditional certified check or cashier's check payable to the City of Kingman for 10% of the bid amount.
5. Affirmative Action Certification
6. Subcontractors List
7. Section 3 Assurance and Forms; S3B-1, S3B-2 and S3B-3

Offer submitted after the above listed due time shall be returned to the bidder unopened. Alternative proposals will not be considered unless specifically called for. Oral, telephonic, faxed, emailed or modified proposals will not be considered.

Bids will be opened publicly immediately after the bid acceptance time at the 310 North Fourth Street address.

PROJECT DETAILS

The intent of this Bid request is to obtain an offer to furnish any and all required labor, material, construction equipment, transportation and services. The FIRE STATION #22 PROJECT is located at 1605 Harrison Ave. within the City of Kingman. The project will consist of the construction of two additions as well as a remodel of the existing structures. for a stipulated price contract, in strict conformity with the construction plans, specifications and contract documents.

Work for this project must be completed prior to June 1,2020, beginning with the day following the starting date specified in the Notice to Proceed.

BID DOCUMENT AVAILABILTY

Copies of the Bid Documents may be obtained upon receipt of a non-refundable fee in the amount of \$75.00 per set; limit two sets. There will be no charge for emailed copies of the bid documents.

Bid documents are on display at the offices of the following construction plan rooms:

1. Kingman Fire Department Administration, 412 East Oak Street, Kingman, AZ 86401
or www.cityofkingman.gov

Bid documents should be verified for completeness. If bid documents are found to be incomplete or contain discrepancies or omissions, the City of Kingman should be notified immediately.

INQUIRIES/PLAN ADDENDA

Questions concerning the construction items need to be directed to Keith Eaton, Assistant Fire Chief, telephone (928) 753-8134, fax (928) 753-2891, or email keaton@cityofkingman.gov

Addenda may be issued during the bidding period. All addenda will become part of the contract
City of Kingman Contract No. BLD19-0325

documents. All plan holders need to make sure that their correct contact information, including email address, are on file with the Fire Department's Plan Holders List for this project. Addenda to the bid documents, if any, will be distributed to the contacts as listed on the Plan Holders List.

Verbal answers are not binding on any party. All clarification requested by bidders must be in writing not less than 7 days before the bid due date. The reply will be in the form of an Addendum, copies of which will be forwarded to all contacts on the Plan Holders List.

SITE ASSESSMENT

It is recommended that potential bidders examine the project site before submitting a bid.

NON-MANDATORY PRE-BID CONFERENCE

A non-mandatory pre-bid conference has been scheduled for **1:00 p.m.** on the **3rd** day of **December, 2019**, at the location of the **Kingman Fire Department Station #22, 1605 Harrison Ave., Kingman, AZ 86401.**

All general contract bidders and subcontract bidders are encouraged to attend this meeting.

QUALIFICATIONS

Bidders must have or be able to obtain the necessary Arizona Registrar of Contractors license to complete the work as listed on the construction plans and contract documents prior to bid submission. Failure to do so will be cause to invalidate the bid. The Arizona Registrar of Contractors will be contacted to obtain license and complaint information about the bidders.

Contractors are advised that they are also required to have a City Business License prior to commencing work on this project. The City Business License can be obtained from the City of Kingman Finance Department at 310 N. 4th Street, Kingman, AZ 86401, phone (928) 753-5561, fax (928) 753-6867.

BID SUBMISSION

Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.

Prior to bid submission, bidders shall carefully examine the Plans, read the Specifications, Special Provisions and these Contract Documents, visit the site of the work, fully inform themselves as to all existing conditions and limitations, and shall consider those conditions and limitations in the preparation of their bid.

Bids shall be properly executed on the Proposal and forms provided. Numbers shall be stated in figures where so required. The completed forms shall be without interlineations, alterations or erasures. Bids shall not contain any recapitulations of the work to be done.

Bidders will be responsible for all applicable City and State sales taxes. No separate payment will be made to the Contractor by the City for these taxes. Improperly completed information, irregularities in the bid bond, may be cause to declare the bid invalid or informal.

Each bidder shall submit one copy of the executed bid documents on the Proposal and forms provided, signed and sealed with the required security, clearly identified with the bidder's name,

address, and phone numbers; project name and project number (BLD19-0325); and City of Kingman's name on the outside. The Specification Booklet does not need to be turned in with the bid.

A tabulation of all submitted bids will be available for review following bid opening.

BID INELIGIBILITY

Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the City of Kingman, be declared unacceptable.

Bid forms, Appendices and enclosures which are improperly prepared may, at the discretion of the City of Kingman, be declared unacceptable.

Failure to provide security deposit, bonding or the proper forms will, at the discretion of the City of Kingman, invalidate the bid.

PROPOSAL GUARANTEE

Bids shall be accompanied by a proposal guarantee in the form of a certified check, cashier's check or bid bond for an amount not less than ten percent (10%) of the total bid. The proposal guarantee if done through a bid bond needs to name the City of Kingman as obligee, signed and sealed by the contractor and surety company. The proposal guarantee will be returned after delivery to the City of Kingman of the required performance and payment bonds by the accepted bidder. If no contract is awarded, all proposal guarantees will be returned.

OFFER ACCEPTANCE

Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the bid closing date. The contract will be awarded to the lowest responsive, responsible bidder as determined by the lowest Total Bid, who also complies with these instructions. The City of Kingman reserves the right to accept or reject any or all offers if it may deem it best for the public good or to reject the offers of any persons who have been unfaithful or delinquent to any contract with the City. The City reserves the right to waive any informality in the offers received.

After acceptance, the City will issue to the successful bidder, a written letter of Contract Awards within 30 days after the opening of bids. The successful bidder will be required to execute the Contract, Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days after formal Contract Award. The contractor will be responsible for the costs to secure the Performance and Payment Bonds. No separate payment will be made to the contractor by the City for these items.

INFORMATION FOR BIDDERS

1. **CONTRACT DOCUMENTS**

The Contract Documents for this Project consist of the following:

Volume 1

- Advertisement for Bids
- Invitation to Bid
- Instructions to Bidders
- Information for Bidders
- General Conditions Supplement
- Special Provisions
- Contractor's Qualification Statement
- Proposal
- Affirmative Action Certification
- HUD Required Certifications
- Wage Rate Decision
- Subcontractors and Material Suppliers List
- Section 3 Assurance and Forms
- Contract
- Certificate of Insurance
- Payment Bond
- Performance Bond
- Contractor's Affidavit

Volume 2

Plans

Any Addenda issued by the City of Kingman during the time of bidding shall be attached to and become a part of the Contract Documents.

2. **STANDARD SPECIFICATIONS AND STANDARD DETAILS**

Attention is called to the fact that the City of Kingman is now operating under the 2012 edition of the International Code Council family of codes.

3. **WORK UNDER THIS CONTRACT**

The work to be done under this Contract shall include the furnishing of all labor, material, and equipment necessary for or incidental to the construction and completion of all work indicated in the Contract Documents.

4. **LOCATION OF PROJECT**

This project is located at 1605 Harrison Ave. Kingman Arizona 86401

5. **PROPOSAL PAMPHLET**

Bids shall be made in accordance with the following instructions: Prior to bid submission, bidders shall carefully examine the Plans, read the Specifications, Special Provisions and these Contract Documents, visit the site of the work, fully inform themselves as to all existing conditions and limitations, and shall consider those conditions and limitations in the preparation of their bid.

Bids shall be properly executed on the Proposal and forms provided with the Contract Documents. Numbers shall be stated in figures where so required. The completed forms shall be without interlineations, alterations, or erasures. The Bidder shall sign his proposal and complete all required forms and information. The Specifications Booklet does not need to be turned in with the bid.

Attention is called to the fact that bidders will be responsible for all applicable City and State sales taxes. No separate payment will be made to the Contractor by the City for these taxes.

Bids shall not contain any recapitulations of the work to be done. Alternative proposals will not be considered unless called for. No oral, telegraphic, telephonic, or modified proposals will be considered.

Each bidder shall submit one copy of the executed bid documents on the Proposal and forms provided, signed and sealed with the required security, envelope shall be clearly identified with the bidder's name, address, and phone numbers; project name and project number (BLD19-0325); and City of Kingman's name on the outside.

6. **CONTRACT AND BONDS**

The form of Contract, which the successful bidder as Contractor will be required to execute, and the forms of Performance Bond and Payment Bond which he will be required to furnish are included in the Contract Documents and should be carefully examined by the bidder.

7. **INTERPRETATION OF PLANS AND DOCUMENTS**

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other proposed Contract Documents, or finds discrepancies in or omissions from the Plans or Specifications, he may submit to the Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Questions received less than seven working days prior to bid opening time shall not be answered. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed documents.

8. **ADDENDA**

Any Addenda issued during the time of bidding, forming a part of the documents purchased by the bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the Contract, and placed within the pages of the Contract Documents, Volume I. All addenda shall be acknowledged on the Proposal Form at the time of bid submittal.

9. **AWARD OR REJECTION OF BIDS**

The Contract will be awarded to the lowest responsive, responsible bidder as determined by the lowest Total Bid, who also complies with these instructions and with the Advertisement for Bids. The City however, reserves the right to accept or reject any or all bids if it may deem it best for the public good or to reject the bids of any persons who have been unfaithful or delinquent to any contract with the City of Kingman, and to waive any informality in the bids received. The award, if made, will be within 30 days after the opening of bids.

10. **SPECIAL NOTICE**

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed, and the Contractor must employ, as far as possible, such methods and means in carrying out his work as will not cause any interruption or interference to any other contractor or City operations.

11. **QUESTIONS ON PLANS AND SPECIFICATIONS**

Questions concerning the construction items need to be directed to Keith Eaton, Assistant Fire Chief, telephone (928) 753-2891 or email keaton@cityofkingman.gov

The City of Kingman shall not be held responsible for any oral instructions. Any changes to the Plans and Specifications will be in the form of an Addendum which will be furnished to all plan holders.

12. **LISTING OF SUBCONTRACTORS**

A list of sub-contractors including addresses, phone numbers, & contact names shall be submitted at the Pre-Construction Conference.

13. **CITY BUSINESS LICENSE**

The Contractor is advised that he is required to have a City Business License, which may be obtained from the Finance Department at 310 North Fourth Street, Kingman, Arizona 86401, Phone (928) 753-5561, FAX (928) 753-6867, for a cost of \$100.00.

14. **RELOCATION AND/OR ADJUSTMENT OF EXISTING FACILITIES, SERVICES, AND ACCESS**

If relocation or adjustment of existing facilities is noted on the Plans, this is intended to include the relocation or adjustment of items appurtenant to the noted piece of work, just as if they were specifically called out. If these appurtenant items are damaged, broken, or lost during construction, they shall be replaced by the Contractor with items of equal or better quality.

15. **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its agents, officers, officials and employees from and against all tortuous claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its agents, employees or any tier of Contractor's subcontractors in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any tortuous claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss or use resulting there from, caused by Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. This obligation shall survive termination or expiration of this Contract. The obligation under this section shall not extend to the negligence of the City, its agents, officers, officials, and employees.

The amount and type of insurance coverage as required herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **INSURANCE REQUIREMENTS**

CONTRACTOR and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under the terms of the Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or Subcontractors.

The insurance requirements herein are minimum requirements for and in no way limit the indemnity covenants contained in the Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under the Contract by the CONTRACTOR, his agents, representatives, employees, or subcontractors, or otherwise limit the City's recourse to any remedy available at law or in equity. CONTRACTOR is free to purchase such additional insurance as may be determined necessary.

Minimum Scope And Limits Of Insurance. CONTRACTOR shall provide coverage with limits of liability not less than those shown below:

REQUIRED COVERAGE

Contractor's Insurance

The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this section or elsewhere in the RFQ. The Contractor shall purchase and maintain the insurance required from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Arizona. The Contractor shall maintain the required insurance until the expiration of the period for correction of work as set forth, unless a different duration is stated below:

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than \$1,000,000 each occurrence, \$5,000,000 general aggregate, and \$5,000,000 aggregate for products-completed operations hazard, providing coverage for claims including:

1. Damages because of because of bodily injury, sickness or disease, and death of any person;
2. Personal and advertising injury;
3. Damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
4. Bodily injury or property damage arising out of completed operations; and
5. The Contractor's indemnity obligations under Section 9.15.

Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than \$1,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

The City of Kingman shall be named as Additional Insured under a Form #CG 20 12, CG 20 26, or equivalent, for Primary and Non-Contributory Limits to the City. Contractor is required to include a copy of the actual Additional Insured Policy Endorsement that meets the above requirements. Said endorsements must include the policy number and City of Kingman under the schedule.

Certificate Holder shall read: City of Kingman. Name and address for Additional Insured Policy Endorsement and Certificate of Insurance:

City of Kingman
Attn: Risk Management
310 N. Fourth Street
Kingman, AZ 86401

Description of Operations: The name of the project and project number are to be shown in the description section of the Certificate of Insurance.

Policy(ies) must be underwritten by a company licensed to do business in Arizona that is currently rated by A.M. Best as A- VII or higher.

The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required above, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Workers' Compensation coverage at statutory limits by an insurer licensed in the State of Arizona is required.

If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements as listed herein. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. If a policy does expire during the life of the project, a renewal certificate of insurance and policy endorsements will be sent to the City of Kingman not less than ten (10) days prior to the expiration date. If a policy is to be cancelled, changed or not renewed, a proper notice of such action will be sent to the City not less than thirty (30) days prior to any such action by the insurance company.

Certificate of Insurance, Endorsements, and Notice(s) shall be sent to:

City of Kingman
ATTN: Risk Management
310 N. Fourth Street
Kingman, AZ 86401

Contractor must disclose any deductible or self-insured retention greater than \$25,000 and such deductible/retention must be approved by City. Permittee is responsible for deductibles and retentions.

To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

Contractor shall purchase and maintain in full force and effect, from an insurance company or insurance companies lawfully authorized to issue insurance in Arizona, builder's completed value risk policy ("Builder's Risk Policy") of insurance in a non-reporting form insuring against all "Special Form" risk of physical loss or damage to the Improvements, including, but not limited to, risk of loss from fire, windstorm and other hazards, collapse, transit coverage, vandalism, malicious mischief, and theft. The Builder's Risk Policy shall include endorsements providing coverage for building materials and supplies and temporary premises. The Builder's Risk Policy shall be in the amount of the full

replacement value of the Improvements and shall contain a deductible amount not more than \$25,000. Owner shall be named as an additional insured. The Builder's Risk Policy shall include an endorsement permitting initial occupancy.

17. **CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS**

Prior to final payment, the Contractor shall submit an executed copy of the Contractor's Affidavit Regarding Settlement of Claims, using the form provided herein.

18. **NONPERFORMANCE OF WORK TASKS BY THE CONTRACTOR**

If the Contractor fails, neglects, or refuses to perform work tasks necessary for the completion of the total job; to replace defective work; or to repair or resurface, in an acceptable manner public right-of-ways and/or private properties disturbed by his work which are a nuisance, a hazard, or which impedes or endangers vehicular traffic and the public, the City may serve written notice upon the Contractor of its intention to have the work performed by others. Unless within three days after the service of such notice, the Contractor has made such arrangement and scheduled the accomplishment of said work tasks to the satisfaction of the City, the City will proceed to have the work accomplished by others and deduct the costs thereof from amounts due the Contractor.

20. **CONSTRUCTION WATER**

A hydrant meter is available from the City at no cost to the contractor. The Contractor must request the hydrant meter and complete the necessary paperwork with the Finance Department prior to obtaining it from the Public Works Department. Water used for tests and construction purposes will also be provided by the City at no cost, except that if a repeat leakage test is required due to failure of the pipe installation to meet specifications, the Contractor shall pay the City for the water used, at the City's currently prevailing rates.

21. **IMMIGRATION CONTROL ACT**

The Contractor shall comply with the provisions of the Immigration Reform and Control Act of 1986, Pub. L.99-603 and the Rules and Regulations issued by the Department of Justice, effective May 1, 1987, 8 CFR Part 274a, published in the Federal Register at pages 16221 to 16228.

22. **COMPLIANCE WITH FEDERAL AND STATE LAWS**

The 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 Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. 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 such inspections. The Contractor and its subcontractors warrant keeping the papers and records open for random inspection during normal business hours by the City. The contractor and its subcontractors shall cooperate with the City's random inspections including granting the City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Neither the Contractor nor any of 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.

23. **WORK SCHEDULE**

It is expected work will be conducted following a normal 8 hours per day, 40 hours per week work schedule. Nighttime work may be allowed at the city's discretion. The Contractor shall submit a written request and obtain prior written approval before deviating from such a schedule.

The Contractor shall conduct the work at all times in such a manner and sequence that will assure the least interference with traffic and inconvenience to the public.

24. **UTILITIES**

Contractors shall protect all existing underground structures and utilities and cooperate with the Utility Companies in protecting all services. At least two working days (48 hours) prior to commencement of construction, the Contractor shall notify:

Blue Stake

8-1-1 or 1-800-STAKE-IT

25. **PERMITS**

The Contractor will obtain no-fee permits from the Fire Department, Building & Life Safety Division prior to the commencement of construction for projects in the City right of way.

26. **LIQUIDATED DAMAGES**

Liquidated damages for the overall project shall be in accordance with MAG Standard Specification 108.9.

27. **PROJECT SCHEDULE**

Prior to commencing construction, the Contractor shall submit a project schedule that identifies major work elements and the approximate time of completion for each. The fire department shall approve the project schedule before the Contractor proceeds with any work under this contract.

28. **TRAFFIC CONTROL**

The Contractor shall develop a traffic control plan, and shall be responsible for all costs incurred in its development and implementation. The traffic control plan shall be submitted to, and approved by the city engineer prior to the start of work.

All traffic influenced by the construction will be regulated in accordance with M.A.G. Uniform Standard Specifications for Public Works Construction, Part 400, Right-of-Way and Traffic Control, and Section 401, Traffic Control. It shall be the Contractor's responsibility to provide the required traffic control devices in order to comply with the latest edition of the Manual on Uniform Traffic Control Devices, adopted by the City of Kingman.

Permission to restrict or close City Streets shall be in accordance with M.A.G. Uniform Standard Specifications for Public Works Construction

29. **FINAL INSPECTION AND ACCEPTANCE OF PROJECT**

When all work comprised in the Contract has been completed, including clean-up and restoration, the Contractor shall so notify the City in writing, and the City will then make a final inspection. When defects, errors and omissions disclosed by the final inspection have been corrected, acceptance will be given in writing; but until such acceptance, the Contractor will be responsible for the work covered by this Contract.

GENERAL CONDITIONS SUPPLEMENT

1. GENERAL

The City of Kingman has adopted the 2012 Edition of the "International Code Council" family of Codes. These documents, with City amendments, are incorporated into these Contract Documents by reference.

In the event there is a conflict between one Contract Document and any of the other Contract Documents, the Document highest in precedence shall control and supersede the Document which is contrary to it. The order of precedence of the Contract Documents is as follows:

- First: Supplemental Agreements, the last in time being the first in precedence.
- Second: The formal Contract.
- Third: Advertisement for Bids.
- Fourth: Information for Bidders.
- Fifth: Plans.
- Sixth: General Conditions Supplement.
- Seventh: Contractor Proposal.

2. PRECONSTRUCTION CONFERENCE

Upon receipt of the Notice to Proceed, or at an earlier time if mutually agreeable, the City shall arrange for a preconstruction conference to be attended by the Contractor's superintendent, the City, and representatives of utilities, major subcontractors, and others whose input may be desired.

The purpose of this conference shall be to establish a working understanding between the parties and to discuss the construction schedule, survey schedule, shop drawings, submittals, reviews, cost breakdown of major lump sum items, applications for payment and their processing, and such other subjects as may be pertinent to the contract.

The Contractor will be required to provide the following information:

- 1. Names and emergency telephone numbers of key personnel involved in the project.
- 2. Names and contact information of all subcontractors proposed for use on the project.
- 3. Proposed construction schedule, indicating the time of starting and completion of each major item or phase of the project per the General Conditions Supplement.
- 4. Proposed payment schedule showing the estimated dollar volume of work for each calendar month during the life of the project.

5. Construction staking schedule outlining the frequency and offset of alignment and elevation stakes, to be mutually agreed upon.
6. Traffic Control plans.

No work shall begin until the Contractor's construction schedule and traffic control plans have been reviewed and approved by the City and all required permits and licenses have been obtained.

4. **PROJECT MEETINGS**

Progress meetings will be held weekly from the commencement of construction until final acceptance of the project is granted. The meetings will be attended by the Contractor, subcontractors, Architect, Inspector, utilities and other interested parties. The meetings will typically be held on-site with the time and dates established, by mutual agreement, prior to the beginning of construction. The purpose of these meetings are to establish and maintain lines of communication, report on progress, discuss and resolve problem areas and such other matters as related to the project.

5. **CONTRACTOR'S RESPONSIBILITY AND LIABILITY FOR SUBMITTALS**

It shall be the Contractor's responsibility to assure himself that equipment, systems, or materials submitted for use in the work under this Contract are in accordance with the intent of these Contract Documents.

The intent of these Contract Documents is that manufacturers or suppliers of equipment, systems, or materials that are named in the text for the item specified and as altered, adjusted, or revised by the manufacturer or supplier to conform to the specific requirements of the Contract Documents will require a certain amount of review to determine compliance and acceptability. The foregoing shall not be interpreted to exclude the equipment, systems, or materials of manufacturers or suppliers who are not named but have a product that is equal to the item as specified. It shall be the responsibility of the Contractor to ascertain that the unnamed product is equal to the item specified. The Contractor shall include with his submittal all information as required by these Contract Documents for the Substitution of Material or Equipment.

The above type of submittal and the subsequent review to determine compliance and acceptability will be taken as normal and the Contractor shall not be liable for the costs involved for this type of engineering review.

Should the Contractor submit equipment, systems, or materials from any manufacturer or suppliers, named or unnamed in the Contract Documents, that deviates from the intent or is non-responsive to the specific requirements of these Contract Documents, then he shall have deducted from periodic payments the costs of evaluating the equipment, system, or material as to its acceptability, and the Contractor shall be liable for said cost whether the items submitted are acceptable or not. Any delay, cost to the Contractor, or rescheduling caused by the evaluation of this equipment, system or material shall be at the Contractor's expense and will not be a reason for an extension of time for Contract completion. Deviations from the intent or non-responsiveness to the specific requirements of the Contract Documents shall include, but not be limited to; equipment, systems, or material that are new on the market, or that have little or no operational experience; equipment, systems, or materials that are untried in the application for which they are intended to be used; equipment, systems, or materials that will require a process change, or that would cause a process to change; equipment, systems, or

materials that will require changes or alterations to operational, structural, architectural, mechanical, electrical, or instrumental features.

6. **CONSTRUCTION SCHEDULE**

The Contractor shall submit a proposed construction schedule at the time of the preconstruction conference, for review and acceptance by the City. The construction schedule shall indicate the time of starting and completion of each major structure or phase of the project and such intermediate phases as will serve for well-defined control points. It shall also indicate the anticipated date of receipt of major items of equipment, and all items of equipment receipt and installation of which is critical to the scheduled progress of the project.

The Contractor shall notify the Fire Department at least two (2) working days before the following events:

- a. Start of construction in order to arrange for inspections to be provided by City Inspection Department.
- b. Construction staking to be provided by the City Surveyor or his authorized representative.
- c. Shutdown of City water or sewer facilities for tie-ins and/or operation of existing water valves.
- d. Commencement of any new phase of construction.

7. **SHOP DRAWINGS, SCHEDULES, AND SAMPLES**

Shop drawings, layout diagrams, catalog data, test reports, and information in sufficient detail to show complete compliance with all specified requirements shall be furnished to the fire department.

The Contractor, at his own expense, shall make such changes in the required drawings as may be necessary to conform to the Contract Documents. After completion of such checking, verification, and revising, the Contractor shall stamp and sign the drawings indicating his approval and submit the shop drawings and pertinent data for review. Prior to the approval of such drawings, any work which the Contractor may do on the fabrications covered by the same shall be at his own risk, as the City will not be responsible for any expense or delays incurred by the Contractor for changes to make the same conform to the Contract Documents.

8. **SUBMITTALS**

In time for each to serve its proper purpose and function, the Contractor shall submit such schedules, reports, drawings, list, literature, samples, operation and maintenance instructions, directions, certificates of compliance, and guarantees as are specified or reasonably required for construction, operation, and maintenance of the facilities to be built and/or furnished under this Contract.

Shop drawings and data shall be submitted to the Fire Department in such number of copies as will allow him to retain four copies of each submittal. The submittal shall clearly indicate the specific area of the Contract Documents for which the submittal is made. The additional copies received by him will be returned to the Contractor's representative at the job site. Notations of the action which has been taken will be placed on one of these returned copies.

The above drawings, lists, prints, samples, and other data shall become a part of the Contract and a copy of the same shall be kept with the job site Contract Documents, and the fabrications furnished, shall be in conformance with the same. However, the Building Official's review of the above drawings, lists, prints, specifications, samples, or other data shall in no way release the Contractor from his responsibility for the proper fulfillment of the requirements of this Contract nor for fulfilling the purpose of the installation nor from his liability to replace the same, should it prove defective or fail to meet the specified requirements.

9. **QUALITY CONTROL**

All material shall be new and of the specified quality and equal to the approved submittals and samples. All work shall be done and completed in a thorough, workmanlike manner. It shall be the duty of the Contractor to advise the City of apparent errors or omissions and request instructions before proceeding with the work. The City Engineer may, by appropriate instructions, correct errors and address omissions, which instructions shall be as binding upon the Contractor as though contained in the original Contract Documents.

At the option of the City, materials to be supplied under this Contract may be tested and/or inspected either at their place of origin or at the site of the work. The Contractor shall give the City written notification well in advance of actual readiness of materials to be tested and/or inspected at point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the material nor shall it preclude retesting or re-inspection at the site of the work.

Materials which require testing and inspection at the place of origin shall not be shipped prior to such testing and inspection has been completed and evidence of such testing forwarded to the Engineer.

10. **TRAFFIC CONTROL**

All traffic affected by this construction shall be regulated in accordance with MAG Uniform Standard Specifications for Public Works Construction, Part 400-Right of Way and Traffic Control, Section 401, Traffic Control and the latest Edition of the Manual on Uniform Traffic Control Devices.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures, as necessary. At the same time, the City will designate a representative who will be responsible to see that all traffic control and any alternates are implemented and monitored to the extent that traffic is carried through the work area in an effective manner in order to protect motorists, pedestrians, bicyclists and workers from hazard and accidents.

The following traffic regulations listed below and those shown on the plans are a minimum requirement throughout the project duration:

- A. Permission to restrict or close City Streets shall be in accordance with MAG Uniform Standard Specifications for Public Works Construction.
- B. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings, speed reduction, loose gravel, do not pass signs, business access, etc. in accordance with the above reference manuals.

- C. When construction activities or traffic hazards at the construction site require the use of flagman, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely.
- D. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangements should be made with the Kingman Police Department at telephone number (928) 753-2191 at the expense of the Contractor.
- E. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.
- F. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the above referenced manuals upon prior notification of the Engineer.
- G. The Contractor shall minimize disruption to adjacent business and residential access. Where two or more driveways exist for one parcel, the contractor shall leave one access open and clearly delineated. Business access points shall be clearly marked or signed and the access free from dips or bumps greater than 2 inches.
- H. During inclement weather or when the unpaved roadway is wet, the contractor shall furnish and install aggregate base course 3-inches in depth or greater as needed to provide a smooth, passable surface for the roadway and driveway accesses within the project limits.

The Contractor shall submit a written proposal at the preconstruction conference outlining plans for traffic control including phasing of traffic control and maintaining continuous access to residences and businesses affected by the traffic control of this project.

Any changes to the traffic control plan during construction shall be submitted to the Engineer for approval at least seventy-two (72) hours before implementation.

The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient lights, warning and danger signals and signs and take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes. The Contractor shall maintain all existing traffic signs erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs interfere with construction, the Contractor shall temporarily relocate said signs under the direction of the Inspector. The Contract will re-set all traffic and street signs relocated by the project to permanent locations when the construction is complete.

All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes, and payment for all such services and materials shall be considered as included in the other related pay items of the Contract.

No open trenches shall be permitted overnight where they cross existing pavement. Temporary patches shall be allowed in locations of new pavement placement. These trenches must be patched the same day with either hot mix asphalt, cold mix asphalt, concrete slurry, or plated for nighttime travel.

11. **TEMPORARY FACILITIES**

The Contractor shall provide all temporary facilities and utilities required for prosecution of the work, protection of employees and the public, protection of the work from damage by fire, weather or vandalism, and such other facilities as may be specified or required by any legally applicable law, ordinance, rule, or regulation.

The Contractor shall locate his office and shops, storage areas, employee parking, and other support activities in the Contractor's yard area as accepted by the Engineer.

12. **TEMPORARY UTILITIES**

ELECTRICAL SERVICE: The City shall arrange the use of the existing on-site electric.

WATER: Water used for construction purposes will be provided by the City at no cost. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water. Water for construction purposes must be free of impurities that would be detrimental in the construction process.

TEMPORARY LIGHTING: The Contractor shall provide temporary lighting in all work areas sufficient to maintain a lighting level during working hours not less than the lighting level required by OSHA standards.

HEATING AND VENTILATION: The Contractor shall provide means for heating and ventilating all work areas as may be required to protect work from damage by freezing, high temperatures, weather, or to provide a safe environment for workers. Heating may be by steam coils, vented or unvented direct fired heaters, or remote heating facilities except that unvented direct fired heaters shall not be used in any area where freshly placed concrete will be exposed to the combustion gasses, until at least two hours after it has attained its initial set.

SANITARY FACILITIES: The Contractor shall provide suitable chemical toilets or water closets for use of employees on this work. At the end of the job, such toilets shall be removed completely.

ACCIDENT PREVENTION: The Contractor shall comply with all applicable provisions of MAG Section 107, with the following changes: In Paragraph 107.5, **SAFETY, HEALTH AND SANITATION PROVISIONS**, the words "Maricopa County" shall be deleted, and the words "Mohave County" substituted. In the second paragraph, the words "or as the Engineer may determine" shall be deleted.

CONSTRUCTION FACILITIES: All construction hoists, elevators, scaffolds, stages, sheeting, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and/or move the loads to which they will be subjected. All railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.

TEMPORARY ENCLOSURES: When sandblasting, spray painting, spraying of insulation, or other similar activities are in progress the work area shall be enclosed adequately to contain the dust, overspray, or other potential hazard.

WARNING DEVICES AND BARRICADES: The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of the Occupational Safety and Health Administration and the Manual on Uniform Traffic Control Devices.

PROTECTION OF EXISTING ITEMS: The Contractor shall protect all existing structures, trees, shrubs, and other items on the project site that are to be preserved, by substantial barricades or other devices commensurate with the hazard, from injury or destruction by vehicles, equipment, workmen, or other agencies.

PROJECT SECURITY: The Contractor shall make adequate provision to protect the project and Contractor's facilities from fire, theft, and vandalism, and the public from unnecessary exposure to injury.

13. **STOCKPILE OF MATERIALS**

The Contractor may, if approved by the City, place or stockpile materials in the public right-of-way provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations. Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained. No material, when stockpiled shall alter in anyway the existing drainage pattern.

14. **EXCESS MATERIAL**

When excavations are made, resultant loose earth shall be utilized for filling by compacting in place or disposed of off the site.

Excess or unsuitable materials, broken asphaltic concrete and broken Portland cement concrete excavated from the project site shall be removed from the project and disposed of by the Contractor. The material may be disposed of at the City of Kingman's south side materials yard. The Contractor shall coordinate with the City of Kingman Parks and Recreation Department (Jerry Sipe 928-757-1705) prior to any transporting of material. The maximum size of material accepted at the City's disposal site is 3' x 3'.

Waste material shall not be placed on private property without express written permission of the property owner. A grading permit may be required for the placement of this material.

The Contractor at all times shall keep the premises free from accumulations of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris, rubbish, loose concrete, lumber, wire reinforcing and other materials not incorporated in the work. The Contractor shall provide for the legal disposal of all waster products, debris, etc., and shall make necessary arrangements for such disposal as stated above.

15. **SPECIAL CONTROLS**

The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm water, or other agencies under his control.

DUST CONTROL: The Contractor shall take whatever steps, procedures, or means as are required to prevent abnormal dust conditions being caused by his operations in connection with this Contract; and on any unpaved road which the Contractor or any of his subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to the Health or Environmental Control Agency having jurisdiction.

NOISE ABATEMENT: In inhabited areas, particularly residential, operations shall be performed in a manner to minimize unnecessary noise generation. In residential areas particular consideration shall be given to noise generated by construction activities during the night hours. City code (7-208(d)) allows for construction activity between the hours of 6:00 am and sunset. Any deviation from a normal 8 hours per day, 40 hours per week work schedule will require a written request from the Contractor (Refer to MAG Standard Specification 108.5).

DRAINAGE CONTROL: Excavation, fill, and grading operations shall be performed so as to disturb the pre-existing drainage patterns as little as possible. Drainage water shall not be diverted onto private property or into streets or drainage ways inadequate for the increased flow.

16. **PROJECT CLOSEOUT**

It is the intent of these Contract Documents that the Contractor shall deliver a complete and operable facility capable of performing its intended functions and ready for use.

CLEANUP: Throughout the period of construction the Contractor shall keep the work site clean and free of all rubbish and debris, and shall promptly remove from any portion of the site, or from property adjacent to the site of the work, all unused materials, surplus earth and debris. Upon completion of the work and prior to final acceptance the Contractor shall remove from the vicinity of the completed work all plant, surplus material, and equipment belonging to him or used under his direction during construction.

WASTE DISPOSAL: The Contractor shall provide for the disposal of all surplus materials, waste products, debris, etc., and shall make necessary arrangements for such disposal. The Contractor shall obtain written permission from property owner(s) prior to disposing of any surplus materials, waste products, or debris on private property. Copies of such written permission shall be furnished to the City prior to disposing of any materials on private property.

The City Engineer will not authorize the filling of ditches, washes, drainage ways, etc., which may in his opinion create drainage problems.

The Contractor shall maintain the disposal site(s) in a reasonable condition of appearance and safety during the construction period.

PROJECT RECORD DOCUMENTS: The Contractor shall maintain at the site, available to the City representative, one copy of all Drawings, Specifications, Addenda, accepted Shop Drawings, Change Orders and other modifications in good order and marked to record all changes made during construction. Record drawings shall be kept legible and current and shall show all changes in a contrasting, reproducible color. When the project is substantially complete, the Contractor shall submit these plans to the City Engineer for acceptance. The City Engineer shall be the sole judge as to the acceptability of the record plans. Receipt of an acceptable set is a prerequisite for final payment.

TOUCH-UP AND REPAIR: The Contractor shall touch up or repair all finished surfaces on structures, equipment, fixtures, or whatever, that have been damaged prior to final acceptance, Surfaces on which such touch-up or repair cannot be successfully accomplished shall be completely refinished or in the case of hardware and similar small items, the item shall be replaced.

GUARANTEE: The Contractor shall guarantee the work done on this project for two (2) year after project acceptance against faulty materials, faulty workmanship and failure to meet the requirements of the Specifications. Said guarantee by the Contractor shall not apply to damage caused by earthquakes or other acts of God, land subsidence, faulty operations or any abuse on the project by others. Project acceptance is done by City of Kingman Council action whereby all remaining retentions are released to the Contractor and the City officially approves the project and takes over maintenance responsibility.

17. **PROTECTION OF EXISTING UTILITIES**

Contractors shall protect all existing underground structures and utilities and cooperate with the Utility Companies in protecting all service lines. Forty-eight (48) hours prior to commencement of construction, the Contractor shall notify: Blue Stake (8-1-1) or (1-800-STAKE-IT). Notification is required per 25. UTILITIES: in the "INFORMATION FOR BIDDERS" section of this document.

A reasonable attempt has been made to locate existing utility mains as shown on the construction plans. The Contractor shall make his own investigations, including exploratory excavations, to determine the actual locations and type of existing service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes on or adjacent to the site of work.

For the purpose of this section, "Utilities" are defined as including water, sewer, gas, electric, telephone, fiber optic, cable television, signalization conduit/cables, coal slurry, storm drain, and irrigation lines.

In most cases, existing individual or building service utility lines are not shown on the Plans. It shall be the Contractor's responsibility to locate and protect these individual or building services. If, due to the Contractor's operations, any of these lines are damaged, he shall repair or replace these lines in a manner satisfactory to the owner of the utility at no extra cost to the City. The cost of location, protection, and working around these individual or house service utility lines shall be included in the Contractor's bid for the work under this Contract.

If the locations of any underground utilities not shown on the plans cause changes to be made in the plans and specifications resulting in extra expense to the Contractor, adjustment in payment may be negotiated with the Contracting Officer. However, no payment shall be made unless significant changes in the plans or specifications are required.

18. **SURVEY CONTROL POINTS AND MONUMENTS**

Existing survey monuments indicated on the Plans or found during construction shall be protected by the Contractor. In the event removal of monuments is necessary, removal and replacement shall be performed by permission of the City Surveyor, under direct supervision of the City Engineer or his authorized representative. Survey monuments shall be constructed to conform to the requirements of City of Kingman Standard Specification Sections 400 and applicable Standard Details. As indicated in the Special Provisions (Section 400.4) the existing bench marks removed by construction of this project will be replaced by the City of Kingman at no cost to the contractor.

19. **PAYMENTS TO CONTRACTOR**

Payments will be made on the basis of itemized statements provided by the Contractor and shall be submitted with an updated progress schedule and appropriate Federal Labor Standards forms in accordance with the Contract Agreement, the Standard Specifications and these General Conditions.

The City will retain a percentage of the amount of each estimate until final approval of improvements and final payment, in accordance with MAG Standard Specification 109.7.

This project is in whole or in part Federally funded and the contractor will be required to adhere to Davis Bacon/Federal labor standard provisions. All required Federal Labor Standards (LS) forms as listed in the Contract Agreement including weekly payroll report will need to be submitted to the City in order to comply. Errors or omissions on these forms may delay payment.

20. **SUSPENSIONS OF WORK**

The City reserves the right to suspend the work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the Contract time.

21. **CHARACTER AND STATUS OF WORKMEN AND WORKMANSHIP**

None but skilled foremen and workmen shall be employed on work requiring special qualifications. The Contractor shall be responsible for assuring the legal working status of its employee and its subcontractor's and shall employ only such superintendents, foremen and workmen as are careful, competent and skilled.

The methods, equipment and appliances used on the work shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the time limit specified. Except as is otherwise specified, the Contractor's procedure and methods of construction may, in general, be of his own choosing, provided they follow best general practice and are calculated to secure results which will satisfy the requirements of the plans and specifications.

The work covered by this Contract shall be carefully laid out in advance and preform in a manner to minimize interference with normal operation and utilization of the roads. The Contractor shall exercise caution during the course of this construction work to avoid damage to all existing or possible

unknown existing underground utilities. He shall conduct his construction operations in such a manner as to avoid injury to his personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.

PROPOSAL AND FORMS

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

CONTRACTOR'S QUALIFICATION STATEMENT

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

SUBMITTED TO: City of Kingman

ADDRESS: 310 N. 4th St., Kingman AZ 86401

SUBMITTED BY:

NAME:

ADDRESS:

ARIZONA CONTRACTOR'S LICENSE #

FEDERAL ID #

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual

- Joint Venture
- Other

1. How many years has your organization been in business as a general contractor?
2. How many years has your organization been in business under its present business name?
 - a. Under what other or former names has your organization operated?
3. If a corporation, answer the following:
 - a. Date of incorporation:
 - b. State of incorporation:
 - c. President's name:
 - d. Vice-president's name(s):
 - e. Secretary's name:
 - f. Treasurer's name:
4. If an individual or a partnership, answer the following:

- a. Date of organization:
 - b. Name and address of all partners (state whether general or limited partnership):
-
5. If other than a corporation or partnership, describe organization and name principals:
-
-
6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers. List states in which partnership or trade name is filed.
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7. We normally perform the following work with our own forces:
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-
-
8. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:

15. Name of bonding company and name and address of agent:

16. Attach a financial statement, audited if available, including Contractor's latest balance sheet and income statement showing the following items:
 - a. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):

 - b. Net fixed assets:

 - c. Other assets:

 - d. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes):

 - e. Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings):

 - f. Name of firm preparing financial statement and date thereof:

 - g. Is this financial statement for the identical organization named on page one?

 - h. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary):

 - i. Will this organization act as guarantor of the contract for construction?

17. Dated at _____ this
_____ day of _____, 20_____

Name of organization:

By:

Title:

18. _____ being duly sworn deposes and says that he/she is the
_____ of
_____ Contractor(s), and that answers to the
foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

**KINGMAN FIRE DEPARTMENT
FIRE STATION #22 CONSTRUCTION PROJECT
PROPOSAL FORM**

PROJECT IDENTIFICATION: *BLD19-0325 FIRE STATION #22 CONSTRUCTION PROJECT*

CONTRACT IDENTIFICATION AND NUMBER: *BLD19-0325*

THIS BID IS SUBMITTED TO: *The City of Kingman
310 N. Fourth Street
Kingman, AZ 86401*

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the *City of Kingman* in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to bidders, including without limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for 30 days after the day of bid opening. Bidder will sign and submit the Contract with the bonds and other documents required by the bidding requirements within 10 days after the date of Notice of Award.
3. In submitting this bid, bidder represents, as more fully set forth in the Contract, that:
 - a. Bidder has examined copies of all of the bidding documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addendum Number
_____	_____
_____	_____
_____	_____

- b. Bidder has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - c. Bidder specifies that the firm will not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order #75-5 and all other applicable state and federal laws, regulations and Executive Orders.

- d. Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions as provided in the General Conditions, and accepts the determination set forth in the General Conditions of the extent of the technical data contained in such reports and drawings upon which bidder is entitled to rely. Bidder acknowledges that the *City and FIRE DEPARTMENT* do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.
 - e. Bidder has correlated the information known to the bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
 - f. Bidder has provided the *City/Fire Department* written notice of all conflicts, errors, ambiguities or discrepancies that bidder has discovered in the contract documents and the written resolution thereof by *City/Fire Department* is acceptable to bidder, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
 - g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself/herself any advantage over any other bidder or over the *City*.
 - h. Bidder has included in each of the Activity Bids, the specified allowance amounts in accordance with the Specifications.
4. Bidder will complete the work in accordance with the contract documents for the following total bid price:

TOTAL BID

Total Bid (Numbers) \$ _____

Total Bid (Words) _____

5. Bidder agrees that the work (all or any combination of Activities) will be fully completed and ready for final payment prior to June 1, 2020 after the date when the contract times commences to run as provided in the General Conditions.
6. Bidder accepts the provisions of the Contract as to liquidated damages of *\$100 per day* for each consecutive calendar day in the event of failure to complete the work (all or any combination of Activities) within the times specified in the Contract.
7. The following documents are attached to and made a condition of this bid:
 - a. Signed and completed Contractor's Qualification Statement and supporting data.
 - b. Proposal Form – Acknowledge all addendums or write "NONE" if no addendums.
Confirm all math calculations and the total bid amount.
 - c. Bid Security in the form of Bid Bond, unconditional certified check or cashier's check payable to the City of Kingman for 10% of the bid amount.
 - d. Affirmative Action Certification
 - e. Subcontractors and Material List
 - f. Section 3 Assurances and Forms; S3B-1, S3B-2 AND S3B-3.
8. Communications concerning this bid shall be addressed to:

Name _____

Address _____

Phone _____

Submitted on _____, 20____.
(insert date)

State Contractor License No.: _____

If bidder is:

An Individual

By (Signature of Individual):
Typed or Printed Name of Individual:
doing business as:
Business Address:
Phone Number:

A Partnership

By (Firm's Name):
Signature of General Partner:
Typed or Printed Name of General Partner:
Business Address:
Phone Number:

A Corporation

By (Corporation's Name):	(Affix Seal)
State of Incorporation:	
Signature of Authorized Signer:	
Typed or Printed Name of Authorized Signer:	
Business Address:	
Phone Number:	

AFFIRMATIVE ACTION CERTIFICATION

The *City of Kingman*, as required by national policy, is an Affirmative Action Employer and therefore encourages the use of minority business enterprises, women-owned business enterprises and small business enterprises in a rural area whenever possible.

Although not required as a part of the bid, the *City of Kingman* requests your cooperation in submitting the following certification as a part of your bid package.

Name of Firm: _____

1. Minority Business Enterprise Yes No

A minority business enterprise is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

There is no standard definition of minority used by all federal financial assistance agencies; however, recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under Section 5 of Executive Order 11625.

Business firms which are 51 percent owned by minorities, but are in fact managed and operated by non-minority individuals do not qualify.

2. Women Business Enterprise Yes No

A women business enterprise (WBE) is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business; at least 51 percent of the stock is owned by one or more women; and, (2) whose daily business operations are managed and directed by one or more of the women owners.

Business firms which are 51 percent owned by women, but are in fact managed and operated by men do not qualify.

3. Small Business Enterprise in a Rural Area Yes No

A small business enterprise in a rural area (SBRA) is a business concern that is physically located outside any standard metropolitan statistical area.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

(Typed name of official) (Signature of official)

(Typed name of firm) (Date)

HUD REQUIRED CERTIFICATIONS

CIVIL RIGHTS CERTIFICATION

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

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

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

And, Rehabilitation Act of 1973, Section 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;

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.

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

And, Americans with Disabilities Act of 1990, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

And, Executive Order 11063, that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in housing and related facilities provided with federal assistance, or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

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.
3. 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.
4. 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.
5. 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.
6. 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.

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.

**ACCESS TO RECORDS AND RECORDS RETENTION CERTIFICATION
CERTIFICATION FOR CONTRACT, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

CONFLICT OF INTEREST CERTIFICATION

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 Kingman*.
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 Kingman* that develops at any time during this contract will be immediately disclosed to the *City of Kingman*.

**LOBBYING CERTIFICATION
CERTIFICATION FOR CONTRACT, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

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.

These Certifications 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 that \$100,000 for each such failure.

(Typed name of official)

(Signature of official)

(Typed name of firm)

(Date)

ARIZONA STATUTORY BID BOND
PURSUANT TO TITLES 28, 34 AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____, (hereinafter "Principal"), as Principal, and _____, (hereafter "Surety"), a corporation organized and existing under the laws of the State of _____, with its principal offices in the City of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Kingman, Arizona (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, executors, administrators, successors and assigns, jointly, and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____
_____.

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and materials furnished in the prosecution of the contact, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this _____ day of _____, 20_____.

Principal Seal Surety Seal

By: _____ By: _____
Attorney-in-Fact

It's: _____

AGENCY OF RECORD

AGENCY ADDRESS

CONTRACT AGREEMENT AND FORMS

General and Supplementary Conditions are provided by the project ENGINEER/engineer as part of the specifications. Insert the correct paragraph numbers where indicated.

CONTRACT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 2019, by and between the *City of Kingman, County of Mohave*, State of Arizona (hereinafter called the “CITY”) acting herein by the *Mayor of the City of Kingman*, hereunto duly authorized, and _____ (hereinafter called the “CONTRACTOR”) acting herein by _____ hereunto authorized.

WITNESSETH THAT:

The CITY desires to implement construction of the additions and remodel of the existing facilities of their fire station #22 and the CITY desires to engage the CONTRACTOR, who is licensed by the State of Arizona Registrar of Contractors, to render certain services in connection with its Project.

NOW, THEREFORE the parties do mutually agree as follows:

1. WORK

CONTRACTOR shall complete all work as specified or indicated in the contract documents. The project is located on 1605 Harrison Ave. Kingman Arizona 86401. The work generally consists of two additions to the existing facility as well as the remodel of the existing facility.

2. ACCESS TO INFORMATION

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

3. PROJECT MANAGER - ADMINISTRATION

The CITY will manage the project. The project manager shall be empowered to perform all administrative functions as required for management of the project and verification of compliance with all other administrative requirements.

4. CONTRACT TIMES

The work will be completed and ready for final payment prior to June 1, 2020 in accordance with the General Conditions. Time commences to run as provided in *the General Conditions, beginning one day after issuance of the Notice to Proceed.*

5. LIQUIDATED DAMAGES

CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the work is not completed within the times specified in paragraph 5 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the CITY if the work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty and as allowable by MAG Sec. 108)

CONTRACTOR shall pay the *CITY One Hundred Dollars (\$100.00)* for each day that expires after the time specified in paragraph 5. above for final completion until the work is complete and ready for final payment.

7. COMPENSATION AND METHOD OF PAYMENT

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed: _____ . Originals of the Applications for Payment are to be submitted, no later than the first day of the month to:

*The City of Kingman-Attention: Keith Eaton, Assistant Fire Chief
City Annex, 310 N. Fourth St. Kingman, AZ 86401*

Additionally, no later than the first day of the month, a copy of the Application for Payment is to be emailed to: *Keith Eaton, Assistant Fire Chief* keaton@cityofkingman.gov OR HAND DELIVERED TO THE ADDRESS ABOVE.

No later than the fifth of the month, the CITY shall review and verify the percentage, progress and quality of work completed. No later than the fifth of the month, CITY shall verify compliant completion of all necessary documentation required.

The CITY and CONTRACTOR mutually agree that the CITY will make a progress payment based on a duly certified (PROJECT MANAGER) and approved (by a duly authorized representative of the CITY) estimate of the work covered by the corresponding Application for Payment, subject to those conditions stipulated below, in the General Conditions and in other parts of the contract documents.

Until the aggregate value of the duly certified and approved Applications for Payment equals fifty percent (50%) of the contract price (i.e. 50% completion), the CITY will make payments in the amount equal to 90% of work completed (i.e. City will retain 10% of each estimate as additional guarantee for complete performance of the work), less the aggregate of payments previously made and less such deductions as CITY determines are appropriate to cover claims requiring a greater sum to be retained.

Upon fifty percent (50%) completion, one-half of the amount retained under the 10% retainage provision shall be paid to CONTRACTOR, provided CONTRACTOR is making satisfactory progress on the work and there is no specific cause or claim requiring a greater amount to be retained. After fifty percent (50%) completion, the CITY will retain five percent (5%) providing CONTRACTOR is making satisfactory progress, coupled with such deductions as CITY determines are appropriate to cover claims requiring a greater sum to be retained. If at any time, the CITY, with the advice of the ASSISTANT FIRE CHIEF, determines satisfactory progress is not being made, ten percent (10%) retainage shall be reinstated for all subsequent payments in accordance with ARS §34-221.

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

In lieu of retention, the CITY will, at the option of CONTRACTOR, accept security, as provided in ARS §34-221.

The CITY may deduct from each progress payment and final payment an amount equal to the CITY's estimate of the liquidated damages then due or that would become due based on the CITY's estimate of late completion of the work, if CONTRACTOR fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed to recover schedule. All moneys not paid when due as provided in the General Conditions shall bear interest in accordance with ARS §34-221(G).

8. INDEMNIFICATION

CONTRACTOR represents he has knowledge of all rules and regulations imposed by CDBG and the Department of Housing. CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the *CITY* and its agency members, the ENGINEER and the ARIZONA DEPARTMENT OF HOUSING from and for any violation caused by him and shall assume full responsibility for payment of Federal, State and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.

9. MISCELLANEOUS PROVISIONS

- a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona, and all obligations of the parties created hereunder are performable in *Mohave County, Arizona*.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

10. PROJECT FAMILIARITY AND IDENTIFICATION OF CONFLICTS

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

- a. CONTRACTOR has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- b. CONTRACTOR has given the *CITY* a written notice of all conflicts, errors, or discrepancies that he has discovered in the contract documents and the written resolution thereof by the *CITY* is acceptable to the CONTRACTOR.
- c. CONTRACTOR has examined and carefully studied the contract documents and other related data identified in the bidding documents including "technical data."
- d. CONTRACTOR is familiar with and satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- e. CONTRACTOR understands that this agreement may be canceled in accordance with ARS §38-511.

11. INSURANCE

CONTRACTOR and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under the terms of this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or Subcontractors.

The insurance requirements herein are minimum requirements for and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under this Contract by the CONTRACTOR, his agents, representatives, employees, or subcontractors, or otherwise limit the City's recourse to any remedy available at law or in equity. CONTRACTOR is free to purchase such additional insurance as may be determined necessary.

Minimum Scope and Limits of Insurance. CONTRACTOR shall provide coverage with limits of liability not less than those shown below:

Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend, and hold harmless the other Party and each officer, employee or agent thereof, for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including but not limited to, reasonable attorney's fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever to the extent that such claims are caused by the negligent acts, recklessness or intentional misconduct of Indemnifying Party, its officers, employees, agents, or any tier of subcontractor in connection with this agreement.

This Indemnifying clause will survive the termination of this agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnification.

REQUIRED COVERAGE

Contractor's Insurance

The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this section or elsewhere in the RFQ. The Contractor shall purchase and maintain the insurance required from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Arizona. The Contractor shall maintain the required insurance until the expiration of the period for correction of work as set forth, unless a different duration is stated below:

Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than \$1,000,000 each occurrence, \$5,000,000 general aggregate, and \$5,000,000 aggregate for products-completed operations hazard, providing coverage for claims including:

6. Damages because of because of bodily injury, sickness or disease, and death of any person;
7. Personal and advertising injury;
8. Damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
9. Bodily injury or property damage arising out of completed operations; and
10. The Contractor's indemnity obligations under Section 9.15.

Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than \$1,000,000 per accident, for bodily injury, death of any

person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

The City of Kingman shall be named as Additional Insured under a Form #CG 20 12, CG 20 26, or equivalent, for Primary and Non-Contributory Limits to the City. Contractor is required to include a copy of the actual Additional Insured Policy Endorsement that meets the above requirements. Said endorsements must include the policy number and City of Kingman under the schedule.

Certificate Holder shall read: City of Kingman. Name and address for Additional Insured Policy Endorsement and Certificate of Insurance:

City of Kingman
Attn: Risk Management
310 N. Fourth Street
Kingman, AZ 86401

Description of Operations: The name of the project and project number are to be shown in the description section of the Certificate of Insurance.

Policy(ies) must be underwritten by a company licensed to do business in Arizona that is currently rated by A.M. Best as A- VII or higher.

The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required above, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Workers' Compensation coverage at statutory limits by an insurer licensed in the State of Arizona is required.

If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements as listed herein. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. If a policy does expire during the life of the project, a renewal certificate of insurance and policy endorsements will be sent to the City of Kingman not less than ten (10) days prior to the expiration date. If a policy is to be cancelled, changed or not renewed, a proper notice of such action will be sent to the City not less than thirty (30) days prior to any such action by the insurance company.

Certificate of Insurance, Endorsements, and Notice(s) shall be sent to:

City of Kingman
ATTN: Risk Management
310 N. Fourth Street
Kingman, AZ 86401

Contractor must disclose any deductible or self-insured retention greater than \$25,000 and such deductible/retention must be approved by City. Permittee is responsible for deductibles and retentions.

To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

Contractor shall purchase and maintain in full force and effect, from an insurance company or insurance companies lawfully authorized to issue insurance in Arizona, builder's completed value risk policy ("Builder's Risk Policy") of insurance in a non-reporting form insuring against all "Special Form" risk of physical loss or damage to the Improvements, including, but not limited to, risk of loss from fire, windstorm and other hazards, collapse, transit coverage, vandalism, malicious mischief, and theft. The Builder's Risk Policy shall include endorsements providing coverage for building materials and supplies and temporary premises. The Builder's Risk Policy shall be in the amount of the full replacement value of the Improvements and shall contain a deductible amount not more than \$25,000. Owner shall be named as an additional insured. The Builder's Risk Policy shall include an endorsement permitting initial occupancy.

Subcontractors. CONTRACTOR shall ensure all Subcontractors performing work under the terms of this Contract secure and maintain all insurance coverages (including worker's compensation) and other financial sureties required by the laws of this state and within the scope of their services in connection with their presence and the performance of their duties pursuant to this Contract. CONTRACTOR shall be responsible for ensuring that all Subcontractors endorse CONTRACTOR and the City of Kingman as additional insured and that all Subcontractors shall maintain products and completed operations liability insurance for not less than one (1) year following the acceptance date.

12. CONTRACT DOCUMENTS

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

- a. Signed and completed Contractor's Qualification Statement and supporting data.
- b. Proposal Form – Acknowledge all addendums or write "NONE" if no addendums.
Confirm all math calculations and the total bid amount.
- c. Bid Security in the form of Bid Bond, unconditional certified check or cashier's check payable to the City of Kingman for 10% of the bid amount.
- d. Affirmative Action Certification
- e. Subcontractors List

14. TERMS AND CONDITIONS

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

15. CERTIFICATIONS

This Agreement is subject to the provisions entitled "Certifications" which were submitted by the CONTRACTOR and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

16. ARBITRATION

In the event of a dispute, the Parties agree to use arbitration only to the extent it is required by A.R.S. § 12-1518 or otherwise required by Arizona Rules of Civil Procedure. The Parties shall agree to fully exhaust administrative remedies before filing litigation.

17. LEGAL WORKERS ACT

In compliance with A.R.S. § 41-4401, the Parties hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the Parties' employment of their employees, and with the E-Verify requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). The Parties shall further ensure that each subcontractor who performs any work for the Parties under this Agreement likewise complies with the State and Federal Immigration Laws.

18. BOYCOTT

Contractor certifies that it is not currently engaged in, and agrees for the durations of this Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.01.

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

Approved as to Form:

CITY OF KINGMAN:

Mayor

City Attorney

CONTRACTOR:

President

Attest:

City Clerk

EXHIBIT "A"

TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT

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

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

b. The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the CONTRACTOR. If the Contract is terminated by the CITY as provided herein, the CONTRACTOR will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONTRACTOR, Paragraph 1 hereof relative to termination shall apply.

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

2. SANCTION, PENALTIES AND DEBARMENT

A breach of the contract provisions concerning violations of federal labor standards may be grounds for termination of the contract and result in sanctions, penalties including liquidated damages, and/or debarment of the contractor.

3. CHANGES

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

4. PERSONNEL

a. The CONTRACTOR represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

b. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be

specified by written contract or agreement and shall be subject to each provision of this Contract.

5. ASSIGNABILITY

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

6. REPORTS AND INFORMATION

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

7. RECORDS AND AUDITS (MAINTENANCE AND RETENTION)

The CONTRACTOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the *CITY* to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be retained for five years after the expiration of this contract unless permission to destroy them is granted in writing by the *CITY*.

8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the *CITY*.

9. COPYRIGHT

No report, plan, drawing or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR

10. COMPLIANCE WITH LOCAL LAWS

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

11. SECTION 3

THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO SECTION 3 PROVISIONS

The *CITY* will monitor compliance with such provisions and standards on behalf of the The City of Kingman and ADOH. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to the *CITY* is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to contact Bill Shilling, CDBG Administrator, (928) 753-8159.

S3B-1 SECTION 3 ASSURANCE (1 page)

This form is to be completed by the contractor and **submitted as a part of the bid package or within 3 days of contract award.** Completion of this form provides assurance that the contractor will comply with Section 3 requirements.

S3B-2 **ESTIMATED PROJECT WORK FORCE BREAKDOWN** (1 page)

This form is to be completed by the contractor and **submitted as a part of the bid package or within 3 days of contract award.** This form identifies additional positions needed to complete the Section 3 covered project.

S3B-3 **SECTION 3 BUSINESS SELF-CERTIFICATION** (1 page)

This form is to be completed by the contractor if applicable, and **submitted as a part of the bid package or within 3 days of contract award.** The bidder completes this form to qualify as a Section 3 business concern.

12. CONTRACTOR will comply with the requirements of the American with Disabilities Act (ADA).

13. INTEREST OF MEMBERS OF A CITY GOVERNING BODY

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

14. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

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

15. INTEREST OF CONTRACTOR AND EMPLOYEES

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

16. HANDICAPPED ACCESS

In performing all construction CONTRACTOR agrees to comply with “The American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable By, the Physically Handicapped.” CONTRACTOR represents that he understands said standard specifications and same are incorporated herein by this reference.

17. CLEAN AIR ACT, CLEAN WATER ACT

The CONTRACTOR shall comply with all provisions requiring compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and EPA regulations, 40 CFR Part 15 which prohibit the use of non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to the USFPA Assistant Administrator for Enforcement.

PRE-CONSTRUCTION CONFERENCE

The purpose of the Pre-Construction Conference is to provide a forum for The *City of Kingman*, contractor, and subcontractors to discuss the technical nature of the construction project and all of the compliance requirements of the contract. Contractor and subcontractor representatives shall attend.

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41,
ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____

(hereinafter "Principal"), as Principal, and _____, (hereafter
"Surety"), a corporation organized and existing under the laws of the State of _____, with its principal office
in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director
of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the **City of Kingman, Arizona**
(hereinafter "Obligee"), in the amount of _____ Dollars
(\$ _____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of
_____, 20____, to construct _____ which contract is hereby referred to and made a part
hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this _____ day of _____, 20____.

PRINCIPAL

SEAL

BY: _____

SURETY

BY: _____

AGENCY OF RECORD

AGENCY ADDRESS

CITY OF KINGMAN, ARIZONA
FIRE DEPARTMENT

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS
Part 100, Section 109, General Conditions

PROJECT _____
which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

To the City of Kingman, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimated, as full and complete payment under the terms of the Contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Kingman against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor, performance and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____, 20____.

CONTRACTOR

By: _____

STATE OF ARIZONA)
)ss.
COUNTY OF MOHAVE)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____