



COUNTY OF MOHAVE

REQUEST FOR CONTRACTOR'S QUALIFICATIONS **GRANT FUNDED HOUSING REHABILITATION PROGRAM** **PRE-QUALIFIED CONTRACTORS LIST (ONGOING)**

INTERESTED OFFERORS MAY DOWNLOAD A COPY OF THIS SOLICITATION FROM THE MOHAVE COUNTY PROCUREMENT DEPARTMENT WEB SITE AT:

<https://www.mohave.gov/departments/procurement/contracts-bid-opportunities>

INTERNET ACCESS IS AVAILABLE AT ALL PUBLIC LIBRARIES. INTERESTED OFFERORS MAY ALSO OBTAIN A COPY OF THIS SOLICITATION BY CALLING (928) 753-0752.

Mohave County is requesting Contractor Qualifications to maintain a list of Pre-Qualified Contractors to compete for grant funded housing rehabilitation projects. The intent of this Request for Qualifications is to establish the list of pre-qualified contractors who will be invited to site-walks and bid opportunities for identified rehabilitation projects.

Contractors agree to fully comply with all terms and conditions specified in this solicitation for inclusion on the Pre-Qualified Contractor's Listing. Each approved contractor shall register as vendor with Mohave County and shall comply with requirements of vendor registration.

Submission of a Response to this solicitation shall signify full understanding and agreement with the terms and conditions of the Request for Qualifications. No guarantee is made regarding the frequency rehabilitation project opportunities.

RESPONSES TO THIS REQUEST FOR QUALIFICATIONS WILL BE ACCEPTED ON AN ONGOING BASIS BY THE MOHAVE COUNTY PROCUREMENT DEPARTMENT.

Responses may be delivered to *Mohave County Procurement Department, 700 West Beale Street, First Floor East / P.O. Box 7000; Kingman, Arizona 86402-7000* or via email to the Procurement Officer listed in the documents.

QUESTIONS SHALL BE DIRECTED TO: **TERESA GARRETT**
PROCUREMENT OFFICER I
(928) 753-0752, EXT. 4412
garret@mohave.gov
Mohave County Department of Procurement
700 W. Beale Street, 1st Floor East
P.O. Box 7000
Kingman, Arizona 86402-7000

ISSUE DATE: December 9, 2024

SIMPLIFIED CONSTRUCTION PROCUREMENT
REQUEST FOR CONTRACTOR'S QUALIFICATIONS
HOUSING REHABILITATION PROGRAM
PRE-QUALIFIED CONTRACTORS LIST
(ONGOING)

On behalf of the Mohave County Community Services Department, the Department of Procurement maintains a Pre-Qualified General Contractor's listing to perform various residential repairs to single family owner-occupied dwellings throughout all areas of Mohave County. The Mohave County Community Services Department's Housing Rehabilitation Program utilizes federal and state grant funds available through the Arizona Department of Housing for repairs, replacement, removal, disposal, and/or new construction to qualified single family owner/occupied dwellings.

Mohave County will accept all interested Contractors' applications, who meet the specifications cited herein, including required documents specified herein, on an ongoing basis at the Mohave County Procurement Department at the following delivery address:

Mohave County Procurement Department
700 West Beale Street, 1st Floor East | P.O. Box 7000
Kingman, Arizona 86401
Telephone: (928) 753-0752 | Fax: (928) 753-0787

All inquiries shall be directed to:
Teresa Garrett, Procurement Officer
Telephone: (928) 753-0752, Extension 4412
Email: garret@mohave.gov

1. OVERVIEW/SCOPE OF PROGRAM

- 1.1. A procurement involving construction services, including rehabilitative construction project work, **not to exceed Fifty Thousand Dollars (\$50,000.00)** for any one construction, or rehab construction project, is being made pursuant to rules adopted by the Mohave County Procurement Director in accordance with this section which shall be known as the simplified construction procurement program.
- 1.2. **Project Thresholds:** The Procurement Department shall maintain a list of pre-qualified Contractors, properly licensed with the Arizona Registrar of Contractors, that have expressed an interest in performing work for the County and have provided evidence of their professional qualifications for such work. The list may be categorized to reflect the person or firm's primary field of expertise. Persons or firms desiring to be included on the pre-qualified list may register with the Procurement Department at any time.
- 1.3. **Required Licensing:** General Contractors with a residential license in one of the following approved categories.
 - 1.3.1. B
 - 1.3.2. B-3
 - 1.3.3. CR-61
 - 1.3.4. KB-1
 - 1.3.5. KB-2
- 1.4. **Annual Status & Recruitment:** The Procurement Department will notify each person or firm listed on the register annually of their status and invite updating of their professional qualifications. In addition to publication in the official newspaper of the County, a public advertisement may be placed in a major territorial newspaper of general circulation inviting firms to apply for inclusion on the County's list of pre-qualified Contractors.
- 1.5. **Qualifications and/or Performance Violations:** Firms who have failed to provide satisfactory evidence of qualifications or have performed unsatisfactorily during the past twelve (12) months may be subject to corrective action in accordance with Article IX of the Mohave County Procurement Code. ***The County reserves the right to update and validate its Pre-qualified General Contractor List from time to time and may remove a pre-qualified contractor for inactivity and/or require renewal of applications on file. Inactivity may be described as lack of response when invited to attend a bid walk or failure to respond to a solicitation by submitting a bid.***
- 1.6. **Contracts:** All contracts entered into under the housing rehabilitation program shall be executed in the name of the County by the Procurement Director in accordance with the requirements of A.R.S. Title 34 and the Mohave County Procurement Code.
- 1.7. **Construction Categories Associated with Projects:** It is the intent of Mohave County to award individual projects under this program to perform residential repairs in single owner/occupied dwellings to include, but not limited to, the following types of work:
 - 1.7.1. Miscellaneous Roofing
 - 1.7.2. Miscellaneous Cabinetry
 - 1.7.3. Miscellaneous Plumbing
 - 1.7.4. Miscellaneous Drywall
 - 1.7.5. Miscellaneous Floor Coverings
 - 1.7.6. Miscellaneous Tile Work
 - 1.7.7. Miscellaneous Electrical Work
 - 1.7.8. Miscellaneous Concrete Work
 - 1.7.9. Miscellaneous Solar
 - 1.7.10. Energy Retrofits
 - 1.7.11. Glaziers Flooring
 - 1.7.12. Septic Systems

1.7.13. HVAC Systems

1.7.14. ADA Accommodations

- 1.8. **Please Note:** Due to the population being served under these programs, Contractors receiving award for specified projects are advised that the work may require moving of furnishings and/or other items. Awarded Contractors will be responsible for any damage to furnishings or items moved or relocated by them during the performance of project work.

2. **PROJECT FUNDING/COMPLETION TIME**

- 2.1. **Project Scheduling:** Mohave County Community Services (MCCS) Department Housing Rehabilitation Projects are federal and state funded and shall require the successful Contractor to complete each project(s) within the stated time documented on the Informal Bid Request upon signing of Notice to Proceed (NTP) from the Community Services Department's Grants Coordinator. Awarded pre-approved Contractors shall be prepared to discuss their schedule with MCCS designated staff and the homeowner during the construction conference scheduled by MCCS for each rehab project they endorse.
- 2.2. **Extra Time Requests:** County shall not consider a Contractor's request for extension of time except under Contractor's proposed change order requests for specific awarded projects. A change order request can only be considered if it specifies:
- 2.2.1. A material change in Project scope, or contract documents; or
 - 2.2.2. Due to a delay of materials and/or equipment delivery, or delivery of damaged equipment with detailed proof of original order, date and documentation from supplier; or
 - 2.2.3. All other project line items have been completed, inspected, and signed off on by County with the exception of the authorized line item requiring extension as described herein.

3. **INSTRUCTIONS TO OFFERORS**

- 3.1. **INQUIRIES:** Any question related to this solicitation must be directed to the Procurement Officer whose name appears on the front page of this document. The Bidder may not contact or ask questions of the end-user department prior to award.
- 3.1.1. Questions must be submitted in writing. Conventional mail, facsimile, or email may be used, but email is preferred.
 - 3.1.2. Any correspondence related to a solicitation should refer to the appropriate Solicitation number, page and paragraph number.
 - 3.1.3. Oral interpretations or clarifications will be without legal effect. Only answers provided by formal written solicitation amendment will bind the County.
- 3.2. **VENDOR APPLICATION:** Prior to payment under this contract, the successful Bidder must have a completed vendor application on file with the Department of Finance as it is required for payment processing. The successful Bidder will be contacted by Finance for the appropriate paperwork necessary.
- 3.3. **SUBMITTAL INSTRUCTIONS:** In order to be considered, the Bidder must send a competitive bid for the specified housing rehab project to the Procurement Department, located at 700 W. Beale Street, 1st Floor East, Kingman, Arizona 86401, by the time and date cited on the front page of each Informal Bid Request (IBR).
- 3.3.1. Bids must be in the actual possession of the Procurement Department at the location indicated, on or prior to the exact time and date indicated above. Late Bids will not be considered, regardless of the reason for being late. The prevailing clock will be the Mohave County Procurement Department clock.

3.3.2. Kingman is considered a “rural” area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Bidders are encouraged to keep this in mind when arranging delivery of their submittals to avoid late delivery.

3.3.3. All bids must be completed in blue or black ink or typewritten.

3.4. FORMATTING AND ACCEPTANCE REQUIREMENTS

3.4.1. BID FORMAT:

3.4.1.1. A complete Bid must include, at minimum, the following items:

- 3.4.1.1.1. Signed offer page,
- 3.4.1.1.2. Signed solicitation amendments,
- 3.4.1.1.3. Completed Price Sheet,
- 3.4.1.1.4. List of Sub-Contractors.

3.4.2. It is permissible to copy the IBR forms if required. Electronic mail, facsimiles, and regular mail, are an acceptable form of delivery.

3.4.3. The Mohave County Procurement Department takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming submittal non-responsive.

3.4.4. The Offer and Acceptance page must be submitted with an original ink signature by the person authorized to sign the Bid.

3.4.5. The Price Sheet must be completed and included in the Bid.

3.4.6. Erasures, interlineations, or other modifications in the bid must be initialed in original ink by the authorized person signing the Bid.

3.4.7. In case of error in the extension of prices in the Bid, unit price governs. No bid will be altered, amended or withdrawn after the specified bid due time and date, unless in accordance with the Mohave County Procurement Code.

3.4.8. Periods of time, stated as a number of days, are in calendar days.

3.4.9. The County will not reimburse the cost of developing, presenting or providing any response to this Solicitation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in the straightforward and concise manner.

3.5. ADVISORIES AND RELATED INSTRUCTIONS

3.5.1. SOLICITATION AMENDMENTS:

3.5.1.1. Bidders must acknowledge receipt of all issued solicitation amendments by signing and submitting them with their Bid. Failure to submit signed amendments with the bid response may be grounds for deeming a Bid non-responsive.

3.5.1.2. It is the Bidder’s responsibility to obtain a copy of any amendment relevant to this Solicitation. Mohave County takes no responsibility for informing recipients of changes to the original solicitation document. Amendments can be obtained in the following ways:

3.5.1.2.1. Amendments can be obtained from the Mohave County website at: <https://www.mohave.gov/departments/procurement/contracts-bid-opportunities>. Internet access is available at all public libraries.

3.5.1.2.2. Bidders may call (928) 753-0752 to request a mailed or facsimile copy.

3.5.1.2.3. Amendments may be picked up during regular business hours at the Procurement Department, 700 W. Beale St., Kingman, AZ.

3.5.2. OFFER AND ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date. Any modifications to this will be considered an exception subject to INSTRUCTIONS TO BIDDERS, Section 3.9 “EXCEPTIONS TO CONTRACT PROVISIONS.”

3.5.3. ACCEPTANCE OF BID:

3.5.3.1. Notwithstanding any other provision of the solicitation, the County reserves the right to:

- 3.5.3.1.1. waive any immaterial defect or informality;
- 3.5.3.1.2. reject any or all Bids, or portions thereof;
- 3.5.3.1.3. cancel and reissue the solicitation.

- 3.6. **FAMILIARIZATION WITH SCOPE OF WORK:** Before signing a contract, a bidder must become familiar with the Scope of Work, applicable laws and regulations, and any other factors affecting performance of work. By signing the Offer Page, the Bidder agrees that they have familiarized themselves with the Scope of Work, applicable laws and regulations, and any other factors affecting performance of the work to the best of their knowledge. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.
- 3.7. **WITHDRAWAL OF BID:** At any time prior to a specified solicitation due time and date a bidder (or designated representative) may withdraw a bid by submitting a written request stating the reason for withdrawal.
- 3.8. **CONFIDENTIAL INFORMATION:** Confidential information will be considered and reviewed per the Mohave County Procurement Code Article 1, Section 5. If a bidder wishes to keep any portion of a bid, submittal, offer, specification, protest, or correspondence confidential, a statement must be provided with the Bid or other documentation. Confidential information must be identified as such wherever it appears. The Procurement Director will review the request and make a determination to confirm or deny it. The information identified as confidential will not be disclosed unless and until the Procurement Director makes a written determination to disclose the information.
- 3.8.1. Notwithstanding the above, all bids submitted in response to this invitation will become the property of the County and will become a matter of public record available for review pursuant to the Mohave County Procurement Code.
- 3.9. **EXCEPTIONS TO CONTRACT PROVISIONS:** Any exceptions to language or requirements listed in the Solicitation must be submitted in a clearly identified separate section of the sealed Bid in which the Bidder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions will be without force and effect in any resulting Contract unless the exception is specifically accepted by the Procurement Director in a written statement. The Bidder's preprinted or standard terms will not be considered by the County as a part of any resulting Contract.
- 3.9.1. All exceptions that are contained in the Bid may negatively impact a Bidder's susceptibility for award. A Bid that takes exception to any material requirement of the Solicitation may be rejected.
- 3.10. **CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all bidders must disclose if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Bidders are to indicate on the Offer Page of this solicitation either "Yes" (County employee is associated with your business), or "No." If "Yes", bidders must provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business where indicated.
- 3.11. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date County's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of twenty-one (21) calendar days or more will be deducted from the bid price in determining the low bid. However, the County will be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.
- 3.12. **PAYMENT:** All payments made by Mohave County for goods or services will be made to the firm named on the Offer and Acceptance form. If the Contractor does not wish payment to be made to that address, the vendor must submit an attached sheet indicating the proper mailing address with this bid.
- 3.13. **REMOVAL FROM LIST OF ELIGIBLE CONTRACTORS:** Either party may request removal of a firm upon sixty (60) days prior written notice to the other stating the reason for the removal request.
- 3.13.1. Removal of a Contractor may be pursued by Mohave County upon ten (10) days of written notice with cause resulting from any of the following:
- 3.13.1.1. Insurance certificates submitted with Contractor's application under this solicitation must be reviewed / approved by County's Risk Management Division within ten (10) days of award;
- 3.13.2. Each year a pre-approved Contractor remains on the pre-approved contractor listing, Contractor shall ensure approved insurance certificates shall be updated upon expiration date of the approved insurance certificate received from Contractor.

- 3.13.3. Should there be any questions regarding Contractor's insurance certificates under this solicitation, Contractor shall be prepared to immediately provide his/her insurance certificates to County upon request without delay.
- 3.14. **Non-compliance of successful Contractor to complete the project(s) per the stated time** documented on the Informal Bid Request (IBR) from date of issuance of Notice to Proceed.
- 3.15. **Non-compliance of successful Contractor to complete the specified project(s) Scope of Work in compliance with specifications cited in Item 4. SERVICES PERFORMED** herein, in order to meet the Health and Safety objectives specified by each of the grant funded programs being utilized for rehabilitation projects under this Contract. The Community Services Department, through its Grants Program Coordinator, and designated project(s) management staff, shall make all final determinations regarding Health and Safety compliance for all project(s) awarded herein.
- 3.16. **Non-compliance of successful Contractor to furnish and maintain required equipment.**
- 3.17. **Upon breach by the successful Contractor and failure to remedy the breach upon ten (10) consecutive calendar days** written notice from Mohave County Community Services Department.
- 3.18. **Upon declaration of bankruptcy** by the successful Contractor.
- 3.18.1. **NOTE:** The County reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any firm.

4. SERVICES PERFORMED

- 4.1. **New Materials and Equipment with Warranties:** The services performed, as well as materials and equipment provided shall be in full compliance with all applicable statutes, ordinances, codes, regulations and laws (collectively "laws"), and in actual conformance with the following described Scope of Work, services, materials and equipment, and all activities associated therewith. Please Note: Unless expressly stated to the contrary, all materials and equipment shall be new and with warranties. The successful Contractor is responsible to provide for and warrants providing and assuring as applicable, the structural, functional, and aesthetic integrity of the structures, products, materials and/or equipment.
- 4.2. **Partial Replacement / Match Existing:** All replacement work, patch work, and repair work involving materials and/or surfaces cut or damaged during the execution of the work performed for specified projects that come under this solicitation shall be performed by experienced contractors of the several differing trades involved. Such replacement, repairmen and/or patching shall be done with the appropriate and applicable materials required, in such a manner that all surfaces so replaced, etc., will, upon completion of the work, match surrounding similar surfaces in color, finish, and texture under direct and indirect lighting conditions for each project location site worked upon by a designated pre-approved contractor who received project award approval.
- 4.3. **Workmanship Standards:**
 - 4.3.1. Except where specified in the Contract Agreement, the Project Work shall meet or exceed all manufacturer and supplier specifications and instructions for all equipment and materials used in the Project Work including methods of construction and installation;
 - 4.3.2. All work shall be done in a neat and clean manner by experienced, capable contractors;
 - 4.3.3. The Contractor shall protect all finished surfaces, including from damage, while execution of Project Work is taking place;
 - 4.3.4. All surfaces shall be left clean at completion of Project Work;
 - 4.3.5. Owner shall approve all aesthetic details of the Project Work prior to Contractor executing applicable work element;
 - 4.3.6. Contractor shall provide a maintenance protocol to the Owner.

5. PROJECT SITE WALKS

All pre-qualified Contractors participating in the County's housing rehabilitation program shall attend a mandatory project site walk prior to submitting a bid. The dates and times of these mandatory project site walks

shall be scheduled by Community Services Department staff and communicated to all pre-qualified Contractors. Failure of a pre-qualified Contractor to attend the associated mandatory project site walk will make that Contractor ineligible to bid upon that particular project.

6. CLEAN-UP RESPONSIBILITIES

Contractor shall at all times keep the project area, including storage areas, free from accumulation of waste materials. Prior to completing the work, the Contractor shall remove from the work area and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the property owner. Upon completion of the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Mohave County Community Services Department.

7. PERMITS AND PROJECT SAFETY

The Contractor shall, without additional expense to the County, be responsible for obtaining all required licenses and permits necessary for the compliance with applicable Federal, State, and Local laws, codes, and regulations required for the performance of the Project Work. Contractor shall be responsible for work site safety and all damages to persons or property that occurs as a result of the Contractor's negligence. Contractor shall also be responsible for all work performed until final completion and acceptance of the project, except for any completed unit of work which may have been accepted under the contract.

8. CODES

8.1. All Project Work shall be done in accordance with all federal, state, and local laws, ordinances, codes, rules and regulations applicable to the Project Work, including but not limited to the following established by the political jurisdictions governing the Project's location site:

- 8.1.1. Building;
- 8.1.2. Electronics;
- 8.1.3. Plumbing;
- 8.1.4. Gas-fitting;
- 8.1.5. Fire codes;

8.2. Contractors shall have control over, and be solely responsible for, all means, methods and sequences for performing the Project Work.

8.3. Contractor is considered the responsible and liable party of record for the Project Work and shall, as part of the Project Delivery, cure any and all code and regulatory inspection cited deficiencies attributed to Project Work performed by the Contract.

9. SUB-CONTRACTOR LICENSING

It is critical that Contractor hire solely sub-contractors who are properly licensed and endorsed by the Arizona Registrar of Contractors for the performance of specified Project Work when necessary. Additionally, Contractor is responsible for ensuring that when he/she hires sub-contractors to perform specified Project Work, Contractor verifies each sub-contractor hired is properly licensed for business, etc. based upon the applicable project site.

10. INCOMPLETE INSPECTIONS

10.1. Contractors shall ensure that all work has been completed according to the specified Scope of Work and within quality workmanship standards prior to requesting an inspections by Mohave County Community Services (MCCS)' designated Rehab Technician.

- 10.2. Inspections that fail to pass when MCCS' designated Rehab Technician performs an inspection of each completed project line item, as requested by Contractor, due to Contractor's work resulting in a lack of quality workmanship, standards that are below par, and/or damaged or non-working items, will result in MCCS being allowed to charge an Inspection Fee, if deemed warranted, in the amount of Fifty Dollars (\$50.00). This fee shall be applied, if deemed appropriate by MCCS, to have MCCS come to inspect a project line item, or several project line items, a second time (a re-inspection). This "re-inspection" fee may be assessed by MCCS each time a re-inspection of project line items is required should MCCS deem said fee appropriate.
- 10.3. All Project Work line items must be thoroughly inspected and tested prior to calling in for an inspection

11. CONTRACT AWARD / CONTRACT ADMINISTRATION

- 11.1. Award shall be made to the lowest, responsive and responsible Contractor meeting all published specifications and requirements. **Prior to the award of a contract, the successful Contractor shall:**
- 11.1.1. Have a completed vendor application on file with the Procurement Department. Vendor application may be downloaded from the County's website at:
<https://www.mohave.gov/departments/procurement/>
- 11.1.2. Provide an original W-9 form. The form can be downloaded at: www.irs.gov
- 11.1.3. Provide a DUNS number and a CAGE code as well as be registered in the Central Contractor Registry ("CCR"). These may be acquired by going to: www.sam.gov
- 11.1.4. Provide the required insurance as specified within this solicitation.
- 11.1.5. Within three (3) business days following the informal bid opening the successful Contractor shall contact:
Don Basic
Housing Rehabilitation Inspector
Mohave County Community Services Department
T: (928) 753-0723 | F: (928) 718-4963 | C: (928) 716-5536 | E: basicd@mohave.gov
- 11.1.6. At the time of final award, the successful Contractor shall be issued a Notice to Proceed by the Housing Rehabilitation Inspector, or their designee, Community Services Department, to be signed within five (5) business days of award.
- 11.1.7. Contractor acknowledges and agrees that any award derived from this solicitation shall be subject to Mohave County's Construction Services Agreement (attached).

12. RISK OF LOSS

The successful Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of any Informal Bid Request (IBR) which occurs prior to delivery to the project site; and such loss, injury, or destruction shall not release successful Contractor from any obligation hereunder.

13. FINANCIAL CONSIDERATIONS AND PAYMENT TERMS

- 13.1. The County shall pay the Contractor following the submission of itemized invoice(s) for services rendered. No payment shall be issued prior to receipt of material or service and a correct itemized invoice. All requests for payment shall follow a format to be approved by the County's designated representative. Invoices shall be submitted on a per-project basis.
- 13.2. The County shall apply any retention formulas in accordance with A.R.S. §34-607 as a guarantee of the Contractor's full performance of all work called for under this Contract. All invoices should be sent to:
**Don Basic, Housing Rehabilitation Inspector, Mohave County Community Services Department,
P.O. Box 7000, Kingman, AZ 86402-7000.**
- 13.3. Additional invoicing instructions may be set forth by Mohave County Community Services Department as required. All invoices shall include at a minimum, the purchase order number, the specified project

location/name, description of services rendered, date of invoice, Contractor's name, address and telephone number, billing address, and the amounts requested. **Invoices can be delivered via in-person, U.S. Postal Mail, or via email to kessler@mohave.gov. Invoices that are sent via facsimile, or copies of an invoice shall not be accepted.**

14. SALES AND USE TAXES

Mohave County is not exempt from applicable Arizona State or City sales tax or use tax. Taxes applied to small housing rehabilitation projects shall be for materials and goods only.

15. CHANGE ORDERS

Requests for changes must be made in writing in advance, along with a cost estimate, and be approved by Mohave County Community Services Department **prior** to commencing the work. Change orders may be issued to individual projects for the addition and/or deletion of requirements. Change orders amending the specific terms, conditions, or provisions of a project shall be authorized by the Mohave County Community Services Department and the Procurement Director. **Any work performed prior to approval will not be compensated.**

SPECIAL TERMS & CONDITIONS

1. INSURANCE REQUIREMENTS:

- 1.1. Contractor and subcontractors must procure and maintain until all of their obligations have been discharged, including any warranty periods under 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.
- 1.2. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Mohave County 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, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.
- 1.3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor must provide coverage with limits of liability not less than those stated below.
 - 1.3.1. **Commercial General Liability – Occurrence Form:** Policy must include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.
 - 1.3.1.1. General Aggregate \$2,000,000
 - 1.3.1.2. Each Occurrence \$1,000,000
 - 1.3.1.2.1. The policy must be endorsed to include the following additional insured language: “Mohave County and its officers, officials, agents, and employees are named as additional insureds with respect to liability arising out of the work, services, or activities performed by or on behalf of the Contractor.” Such additional insured must be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - 1.3.1.2.2. Policy must contain a waiver of subrogation endorsement in favor of Mohave County, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - 1.3.2. **Business Automobile Liability:** Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
 - 1.3.2.1. Combined Single Limit (CSL) for Any Auto: \$1,000,000
 - 1.3.2.2. The policy must be endorsed to include the following additional insured language: “Mohave County, and its officers, officials, agents, and employees are named as additional insureds with respect to liability arising out of the work, services, or activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.” Such additional insured must be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - 1.3.2.3. Policy must contain a waiver of subrogation endorsement in favor of “Mohave County, and its officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.
 - 1.3.2.4. Policy must contain a severability of interest provision.
 - 1.3.3. **Workers’ Compensation and Employers’ Liability**
 - 1.3.3.1. Workers' Compensation Statutory
 - 1.3.3.2. Each Accident \$1,000,000
 - 1.3.3.3. Disease – Each Employee \$1,000,000
 - 1.3.3.4. Disease – Policy Limit \$1,000,000

- 1.3.3.5. This requirement must not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
 - 1.3.3.6. Policy must contain a waiver of subrogation endorsement in favor of “Mohave County, and its officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.
- 1.4. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies must include, or be endorsed to include, the following provisions:
 - 1.4.1. The Contractor's policies must stipulate that the insurance afforded the contractor is primary insurance and that any insurance carried by Mohave County, and its agents, officials, or employees is excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
 - 1.4.2. Coverage provided by the Contractor will not be limited to the liability assumed under the indemnification provisions of this Contract.
 - 1.4.3. Commercial General Liability Additional Insured Endorsements must be as broad as CG2010 1185.
 - 1.4.4. Mohave County, at its sole discretion, may increase or decrease the insurance limits and coverages outlined herein.
- 1.5. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above require (30) days written notice to Mohave County. Such notice must be sent directly to Mohave County and must be sent by certified mail, return receipt requested.
- 1.6. **ACCEPTABILITY OF INSURERS:** Contractors insurance must be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers must have an “A.M. Best” rating of not less than A- VII. Mohave County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 1.7. **VERIFICATION OF COVERAGE:** Prior to beginning of work or services, Contractor must furnish Mohave County with Certificates of Insurance (ACORD form or equivalent approved by Mohave County) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
 - 1.7.1. All certificates and endorsements are to be received and approved by Mohave County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 1.8. In the event any of the Work is subcontracted, the Contractor shall require the subcontractor to provide Workers’ Compensation insurance for all of the subcontractor’s employees engaged in the Work, unless such employees are covered by the protection afforded by the Contractor’s Workers’ Compensation insurance. In case any class of employees engaged in hazardous work under the Contract is not protected under the Workers’ Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer’s general liability insurance for the protection of such of their employees as are not otherwise protected.
- 1.9. **INDEMNIFICATION:** To the extent allowed by law, Contractor shall indemnify, defend, and hold harmless Mohave County, and its officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury (including death), personal injury, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or

omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against Mohave County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for Mohave County.

The scope of this indemnity will not be limited by the Insurance Requirements contained herein.

- 1.10. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must be made by the contracting agency in consultation with Mohave County. Such action will not require a formal Contract amendment, but may be made by administrative action

Insurance Approved by Mohave County Risk Management 12/23/24 JD

2. **ISRAEL BOYCOTT CERTIFICATION:** Written Certification Pursuant to A.R.S. § 35-393.01. If VENDOR engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, VENDOR certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842
3. **FORCED LABOR OF ETHNIC UYGHURS CERTIFICATION:** Written Certification Pursuant to A.R.S. §35-394, If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the County within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the County that the noncompliance has been remedied.
4. **MOHAVE COUNTY SEAL USE:** Pursuant to A.R.S. §11-251.17, a firm or individual is NOT permitted to use, display or otherwise employ a copy or other resemblance of the Mohave County seal without obtaining approval from Mohave County Board of Supervisors.

Other (please Specify) _____

1. ORGANIZATION

1.1. How many years has your organization been in business as a Contractor?

1.1.1. How many years in the State of Arizona? _____

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

1.2.1. Under what other or former names has your organization operated?

1.3. If your organization is a corporation, answer the following:

1.3.1. Date of incorporation:

1.3.2. State of incorporation:

1.3.3. President's name:

1.3.4. Vice-president's name(s):

1.3.5. Secretary's name:

1.3.6. Treasurer's name:

1.4. If your organization is a partnership, answer the following:

1.4.1. Date of organization:

1.4.2. State of organization:

1.4.3. Type of partnership (if applicable):

1.4.4. Name(s), address(es), telephone number(s), and telefax number(s) of general partners:

1.5. If your organization is a limited liability company, answer the following:

1.5.1. Date of formation:

1.5.2. Operation by: (members/managers)

1.6. If your organization is individually owned, answer the following:

1.6.1. Date of organization: _____

1.6.2. Name of owner: _____

2. LICENSING HELD: Please describe the type of licenses you possess and the corresponding identification number:

Type of License: _____ Expiration Date: _____ In Good Standing (Yes/No?) ____

Type of License: _____ Expiration Date: _____ In Good Standing (Yes/No?) ____

Type of License: _____ Expiration Date: _____ In Good Standing (Yes/No?) ____

Type of License: _____ Expiration Date: _____ In Good Standing (Yes/No?) ____

2.1. Do any Employees have the EPA's Lead Removals, Repair and Painting Certificate (RRP)?

Yes____No____ (If "Yes", provide copy of Certificate)

2.2. Is Contractor BPI Certified? Yes____No____ (If "Yes", provide copy of Certificate)

2.3. Has Contractor ever failed to complete work specified work on a project awarded to you?

Yes____No____

If "Yes", explain:

2.4. Has Contractor ever defaulted on a contract awarded to you? Yes____No____

If "Yes", explain:

2.5. Is Contractor currently listed on any Federal Contracting Debarment List? Yes____No____

If "Yes", explain:

2.6. Is Contractor listed as an ineligible contractor in any community? Yes____No____

If "Yes", explain: _____

3. LITIGATION

Has any kind of judgment been rendered against Contractor or your company in the last ten (10) years? Have you been convicted of any crime in the last ten (10) years? If yes, please explain in summary.

_____.

4. PROJECT EXPERIENCE

4.1. How many projects, with a maximum threshold of \$50,000 or less, is Contractor able to handle at one time and meet project completion deadlines typically scheduled forty-five to sixty days from receipt of Notice to Proceed (NTP) for each?

____Yes ____No if yes, how many projects at one time? _____

5. REFERENCES

5.1. Business References: (No less than three)

COMPANY/ CONTACT NAME	ADDRESS	TELEPHONE (INCLUDE AREA CODE)
-----------------------	---------	----------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

5.2. Bank Reference(s):

BANK/ CONTACT NAME	ADDRESS	TELEPHONE (INCLUDE AREA CODE)
--------------------	---------	----------------------------------

_____	_____	_____
_____	_____	_____

6. INSURANCE: Certification of Insurance must be provided be an agent

Insurance Company: _____

Agency Address: _____

Insurance Agent's Name: _____

Agent's Telephone & Email: _____

7. FINANCIALS

7.1. Are you currently engaged in, or do you contemplate filing a bankruptcy? If yes, explain in detail.

8. SIGNATURE

8.1. _____, being duly sworn deposes and says that under penalty of perjury and understanding the Owner's reliance upon the foregoing statements and the Owner's right to rely, avows and asserts that the information provided herein is true and sufficiently complete so as not to be misleading.

8.2. Dated this ____ day of _____, 202__.

9. CONTRACTOR AND CONTRACTOR COMPANY NAME:

By: _____

Authorized Signature

Printed Name

Title

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS OF KEY WORDS USED IN SOLICITATIONS:

- 1.1. Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:
- 1.2. **Amendment** - written or graphic instrument issued prior to the due date which clarify, correct or change the Solicitation.
- 1.3. **Change Order** - a document approved by the County Contract Representative and which is signed by the Contractor and the County's Director of Procurement or duly authorized designee and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the effective date of the Contract.
- 1.4. **County** - means the County of Mohave, Arizona, a municipal corporation.
- 1.5. **County Contract Representative** - is the County official administering the Contract for the County of Mohave.
- 1.6. **Completion Time** - the number of calendar days agreed to by the County and Contractor for completion of the Work, which may be revised by written Change Order.
- 1.7. **Construction** - is defined as the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any real public property.
- 1.8. **Contract** - the written agreement and all associated attachments, drawings, addenda and change orders executed between the County and the Contractor covering the Work to be performed.
- 1.9. **Contract Price** - the amount payable by the County to the Contractor for satisfactory completion of the Work, and as specified in the Contract as may be amended by written Change Order, or, in the case of a job-order contract, in the Notice to Proceed. **Contractor** - the person, firm or corporation with whom the County has entered into the Contract.
- 1.10. **Contractor** - the person, firm or corporation with whom the County has entered into the Contract.
- 1.11. **Procurement Director** - the person acting as Director of the County's Department of Procurement and who has authority to award and revise County solicitations and contracts for construction, construction services, and construction-related services as necessary.
- 1.12. **Drawings** - the graphic and pictorial portions of the contract, wherever located and whenever issued, showing the configuration, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- 1.13. **Estimate for Payment** - a form furnished by the County or an approved form submitted by the Contractor in lieu of County furnished form, and is required to be used when submitting requests for payments for work actually performed and materials supplied during an agreed-to preceding period of time.
- 1.14. **Final Completion Date** - the calendar date when the Work is one hundred percent (100%) complete as determined by the County.
- 1.15. **Liquidated Damages** - a sum set forth in the Contract documents that will be deducted from any monies due to the Contractor, not as a penalty, but as damages incurred by the County.
- 1.16. **Notice to Proceed** - a written notice given by the County to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract. In the case of a job order, it may also contain the specifications exclusive to the job order as well as consideration for the Contractor.
- 1.17. **Procurement Officer** - is the County official who conducts the solicitation process to secure a Contractor for the Work and who acts under the authority and direction of the County's Procurement Director and in accordance with the Mohave County Procurement Code.
- 1.18. **Public Inspector(s)** - that person or persons provided by the public authorities having code jurisdiction and who perform day-to-day inspections of the Work for compliance with applicable codes.
- 1.19. **Schedule of Values** - a schedule submitted by the Contractor setting forth the values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the County Contract Representative may require. This schedule must be submitted before the Contractor

submits its first application for progress payment and shall be used as a basis for reviewing and approving payments to the Contractor.

- 1.20. **Specifications** - those portions of the Contract consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.21. **Substantial Completion** – a written declaration of the date upon which the County, in its sole discretion, determines the Work is substantially complete such that the County has beneficial use and/or occupancy. Upon substantial completion, the right of the County to assess liquidated damages for time after the date of substantial completion ceases, except as allowed for failure to meet final completion within thirty (30) days of substantial completion.
- 1.22. **Mohave County Procurement Code** – in addition to applicable State statutes and applicable Federal regulations and requirements, the municipal ordinance that governs the construction services contracting process as well as contract administration processes including the resolution of contract claims, disputes and controversies.
- 1.23. **The Work** - the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract, or, in the case of a job-order contract, within individual Notices to Proceed. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract. and/or Notice to Proceed, as appropriate.

2. THE CONTRACT ITS EXECUTION AND INTENT

2.1. THE CONTRACT

- 2.1.1. The documents in the Contract include but are not limited to the solicitation contents and any addenda, drawings, change orders and approved Contractor submittals.
- 2.1.2. The Contract comprises the entire agreement between the County and the Contractor concerning the Work and supersedes any prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by an instrument in writing and fully executed by the authorized parties to the Contract.

2.2. INTENT OF THE CONTRACT

- 2.2.1. The intent of the Contract is to include all labor, materials, equipment, transportation and all other costs and expenses necessary for the proper execution and completion of the Work by the Contractor.
- 2.2.2. The Contract shall be construed in accordance with the laws of the State of Arizona, and all such laws regulating the construction of Public Buildings and Improvements by the County are hereby incorporated herein by reference and made a part hereof.
- 2.2.3. Materials or work described in words, which have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- 2.2.4. The organization of the Contract into divisions, sections or articles is merely for the purpose of convenient reference, and neither the headings nor divisions shall have any legal or Contractual significance and shall not control the division of the Work by the Contractor among the various subcontractor or trades.
- 2.2.5. The Contractor shall include all fees, permits, licenses, etc. in each estimate or proposal submitted.

2.3. EXECUTION

- 2.3.1. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly examined the Contract.

2.4. OWNERSHIP OF THE CONTRACT

- 2.4.1. The Contract, including, but not limited to, the drawings and specifications, is the property of the County and is not to be used by the Contractor or any subcontractor on other projects outside the scope of the Work without the express written consent of the County.

3. ADMINISTRATION OF THE CONTRACT

3.1. LINES OF AUTHORITY AND COMMUNICATIONS

- 3.1.1. The County's Procurement Director is the County official with overall authority and responsibility for the award and administration of County contracts below \$50,000.00. The Procurement Director or his/her designated Procurement Department representative after consultation with the County Contract Representative has the ultimate authority to resolve disputes concerning Contract performance.
- 3.1.2. The County Contract Representative is the designated representative of the particular County department for which the Work is being constructed (the "user department") or the County department which is responsible for the oversight of the Work.
- 3.1.3. Day-to-day administration of the Contract is the responsibility of the County Contract Representative. The County Contract Representative is the County's representative during the prosecution of the Work and shall act as surveillance and technical advisor for the County. The County Contract Representative duties are more fully described in Section 3.2 of this Article.
- 3.1.4. The Contractor shall supervise and direct the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work, unless the Contract gives other specific instructions concerning these matters. The Contractor's duties and responsibilities are more fully described in Article 4 of these Contract conditions.
- 3.1.5. Except where the Contract otherwise provides or where direct communication has been specifically authorized, the Contractor shall initially communicate with the County Contract Representative.

3.2. COUNTY CONTRACT REPRESENTATIVE'S GENERAL AUTHORITY AND RESPONSIBILITIES

- 3.2.1. Unless the Contractor is responsible for the design of the Work, the County Contract Representative shall furnish to the Contractor, free of charge unless it is provided otherwise in the Contract, copies of drawings, specifications and instructions available for the execution of the Work. The County Contract Representative may furnish additional clarifications or interpretations in writing or by drawings as may be necessary for the proper progress and execution of the Work. Such additional clarifications and interpretations shall be furnished with reasonable promptness, and the Contractor shall not do work without drawings or written clarifications where needed. All drawings, specifications and copies thereof furnished by the County Contract Representative are County property. They are not to be used on other work and, with the exception of the signed Contract, and are to be returned to the County Contract Representative at the completion of the Work.
- 3.2.2. The County Contract Representative shall make general surveillance of the Work. By making sufficient periodic visits to the site of the Work, the County Contract Representative will become thoroughly familiar with the progress and quality of completed portions of the Work, and will assess if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract.
- 3.2.3. The County Contract Representative will decide all questions which may arise as to the quality and acceptability of materials furnished and Work performed and as to the rate of progress of the Work, and all questions which may arise as to the interpretation of the drawings and specifications.
- 3.2.4. The County Contract Representative shall have the authority to reject work that is not in conformity with the Contract and to order additional inspections and testing of the Work.
- 3.2.5. The County Contract Representative shall conduct an initial review of, and approve or deny, written Change Orders submitted by the Contractor, and may prepare Change Orders and provide field clarifications and corrections. All Change Orders shall be approved by the Procurement Director or his/her designee prior to any work being done. However, in emergencies endangering life or property, the County Contract Representative may take action and issue orders which are deemed necessary to avert the loss of life or property.
- 3.2.6. The County Contract Representative, pursuant to Article 10 of these General Conditions, shall make recommendations to the Procurement Officer as to all claims of the Contractor.

- 3.2.7. The County Contract Representative will review and process the Contractor's monthly Estimates for Payment, as more fully set forth in Article 7 of these General Conditions.
- 3.2.8. The County Contract Representative will conduct inspections to determine the dates of Substantial Completion and Final Completion and will certify such dates to the Procurement Officer.
- 3.2.9. The County Contract Representative will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility.

3.3. PUBLIC INSPECTIONS

- 3.3.1. Unless otherwise specifically provided in the Contract, Public Inspectors who perform day-to-day inspections of the Work for compliance with applicable codes will have authority to require compliance with drawings, specifications and applicable codes, and may provide clarification of any unspecified or unclear item or situation.
- 3.3.2. If the drawings or specifications, laws, ordinances, or any public authority requires any work to be specially tested or approved, the Contractor shall give the County Contract Representative timely notice of its readiness for inspection. If the inspection is by an individual, authority or entity other than the County Contract Representative or the Public Inspectors, the Contractor shall advise the County Contract Representative of the date fixed for such inspection.
- 3.3.3. All tests, inspections or approvals required to be performed by the County Contract Representative, Public Inspectors, or other authorities or entities shall not relieve the Contractor of their obligation to perform the Work in accordance with the Contract.

3.4. SPECIAL INSPECTIONS AND TESTING OF MATERIALS

- 3.4.1. All equipment and materials used in the construction of the Work, especially those upon which the strength and durability of the structure may depend, will be subject to adequate inspection and testing in accordance with accepted standards, to establish conformance with specifications and suitability for the use intended, as determined by the County Contract Representative.
- 3.4.2. The performance of tests and the engagement of testing laboratories or agencies must have the prior approval of the County Contract Representative. Except as provided in subsection 3.4.3, the County will pay for approved tests and services rendered by the approved laboratory or agency in addition to the Contract price for construction.
- 3.4.3. When initial tests indicate that any portion of the Work is not in conformance with the Contract because of faulty workmanship, the Contractor shall be required to pay for necessary re-tests. When initial tests indicate that the work is in conformance with the Contract, any re-testing that's ordered by the County shall be paid for by the County.

4. THE CONTRACTOR'S DUTIES AND RESPONSIBILITIES

4.1. CONTRACTOR'S REVIEW OF CONTRACT AND SITE CONDITIONS

- 4.1.1. It shall be the duty of the Contractor to carefully study and compare all drawings, specifications and instructions. If any discrepancies, errors, omissions or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or there are any conflicts between existing site conditions and the requirements of the drawings and specifications, the Contractor shall immediately call all such discrepancies to the attention of the County Contract Representative.
- 4.1.2. The Contractor shall be required to use, for data and dimensions, figures marked on the drawings in preference to what the drawings may measure to scale; but in the absence of figured dimensions, scale dimensions may be used with the prior written concurrence of the County Contract Representative. The Contractor shall verify all dimensions shown and check all measurements in connection with any present building or buildings, level or grades, walks, driveways or other existing conditions before executing any work. Errors or inconsistencies shall be reported to the

County Contract Representative immediately. It is the responsibility of the Contractor to provide BLUESTAKE verification of underground utilities on and off the construction site.

- 4.1.3. Change orders will not be issued to cover any cost, loss or expense for additional labor or materials required to rectify any error or inconsistency in the drawings and specifications unless prior notification is given by the Contractor to the County Contract Representative.
- 4.1.4. The Contractor shall perform the Work in accordance with the Contract and with shop drawings, product data and samples that have been approved by the County Contract Representative.
- 4.1.5. Notwithstanding the above provisions, if the Contractor is responsible for the design of the Work, the Contractor shall ensure the accuracy and completeness of the drawings, specifications and instructions. If any discrepancies, errors, omissions or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or there are any conflicts between existing site conditions and the requirements of the drawings and specifications, the Contractor shall immediately call all such discrepancies to the attention of the County Contract Representative and shall be responsible for any required corrective action.

4.2. CONTRACTOR'S SUPERVISION

- 4.2.1. The Contractor shall efficiently and continuously supervise and direct the Work, using its best skill and attention. Unless the Contract specifically provides otherwise, the Contractor shall be solely responsible for and shall exercise control over construction means, methods, techniques and procedures and shall coordinate the sequences of all portions of the Work.
- 4.2.2. The Contractor shall ensure that the key personnel submitted in response to the Request for Qualifications and assigned to this Contract are available throughout the term of the Contract. In the event that the Contractor requests substitution of key personnel, the Contractor shall obtain prior approval from the County for key personnel substitution. The Contractor shall ensure that substituted personnel are equally qualified and capable. Information on the qualifications of proposed substitutes shall be provided to the County for its consideration and approval prior to substitution taking place.
- 4.2.3. The Contractor agrees that it is as fully responsible to the County for the acts and omissions of its subcontractor and of persons, either directly or indirectly employed by the Contractor, as it is for the acts and omissions of persons directly employed by the Contractor.

4.3. MATERIALS AND LABOR; WARRANTY

- 4.3.1. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, equipment, tools, construction equipment and machinery, water, gas, heat, utilities, transportation, and other facilities and services necessary for the execution, completion and delivery of the Work within the specified Completion Time.
- 4.3.2. The Contractor shall pay all applicable taxes associated with the Work.
- 4.3.3. The Contractor warrants to the County that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- 4.3.4. The Contractor will be held to furnish all work as specified in the Contract. After a price proposal for the Work has been accepted by the County, changes of brand named, trade named, trademarked, patented articles, or any other substitutions will be allowed only by written order signed by the County Contract Representative. Unless otherwise agreed to via Change Order, the County shall receive all benefits of the difference in costs.

4.4. CONSTRUCTION SCHEDULES AND SUBMITTALS

- 4.4.1. Before commencing the Work, the Contractor shall provide the County Contract Representative with a construction schedule for the Work, fixing the dates at which various pre-determined events shall occur in order to promote a timely completion of the various parts of the Work in accordance with the Contract. The schedule may be revised from time to time as may be required by conditions

of the Work, but shall not exceed time limits, or any extensions thereof, set forth in the Contract or in the individual job order, as appropriate.

4.4.2. The Contractor shall prepare and keep current for the County Contract Representative's approval, a schedule of submittals which shall be coordinated with the Contractor's construction schedule and allow the County Contract Representative reasonable time to review such submittals.

4.4.3. After review, the County Contract Representative, with reasonable promptness, shall approve these shop or setting drawings, product data, samples and sequences for conformance with the design concept of the project, the approved construction schedule, and other requirements of the Contract.

4.4.4. The Contractor shall make any corrections required by the County Contract Representative and re-submit such corrected materials to the County Contract Representative for approval. Any correction or change that will result in a design or function change or in an increase or decrease in the Contract price must also receive the prior approval of the County's Director of Procurement or his/her designee.

4.4.5. The Contractor shall perform no portion of the Work requiring submittal and review of shop drawings, product data, samples or schedules until the respective submittals have been approved by the County Contract Representative, and shall not deviate from such submittals after final approval by the County Contract Representative.

4.4.6. As-built documents must be provided to the County by the Contractor within thirty (30) days of substantial completion. The County reserves the right to withhold final payment until complete as-built have been received in good order by the County Contract Representative.

4.5. DOCUMENTS AND SAMPLES AT THE WORK SITE

4.5.1. Unless otherwise directed by the County's Contract Representative, the Contractor shall maintain at the Work site a complete file of the drawings, specifications, addenda, change orders and other approved modifications, in good order and marked to reflect changes and selections made during construction, together with all approved shop drawings, product data, samples and similar required submittals. Such files shall be made available to the County Contract Representative and Public Inspectors upon request.

4.6. PROTECTION AND USE OF SITE - (SIGNS, UTILITIES, WATER, SANITATION, TRAFFIC, ETC.)

4.6.1. The County will provide land, rights-of-way and easements for all work specified in the Contract.

4.6.2. Contractor shall prevent any damage to pipes, sewers, computer and phone lines, conduits or other structures, including public and/or private lawns, gardens, shrubbery and trees encountered in the Work, and shall hold the County harmless from damages for any injury done to such pipes, structures or property during the course of the Work.

4.6.3. Work shall be accomplished so that there will be a minimum of traffic interruption and inconvenience, discomfort or damage to the public.

4.6.4. The Contractor shall supply safe drinking water for all Contractor employees at the Work site. Water from existing fire hydrants may be made available to the Contractor upon his request to the County's Water Department through the County's Contract Representative. In such cases where the County elects to provide hydrant water, the Contractor will be provided a meter for the fire hydrant and will be charged the County's current rate for all water used. A deposit for the meter will be required by the County's Water Department.

4.7. CLEANING UP

4.7.1. The Contractor shall at all time keep the construction site and surrounding area free from accumulations of waste material or rubbish caused by operations under the Contract. Upon completion of the Work, the Contractor shall remove all rubbish, tools, equipment, scaffolding and surplus materials from the site and surrounding areas and leave the area "broom clean" or its equivalent, unless otherwise instructed by the County Contract Representative.

4.7.2. If the Contractor fails to clean up as provided in the Contract, the County may do so and the cost thereof shall be charged against the Contractor.

4.8. EMERGENCIES

- 4.8.1. In an emergency affecting the safety of life or property, the Contractor, without special instruction or authorization from the County Contract Representative, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury.
- 4.8.2. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the County unless such work has been specifically requested and approved by the County Contract Representative.
- 4.8.3. The Contractor shall file with the County Contract Representative the names, addresses and telephone numbers of their company who can be contacted at any time in case of emergency. These Contractor representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by the County or the Public Inspectors.

4.9. PERMITS, FEES AND NOTICES

- 4.9.1. The Contractor shall, at their expense, obtain all necessary permits and licenses for work performed under the Contract, and shall give all necessary notices required by laws, ordinances, rules, regulations and lawful orders of public authorities pertaining to performance of the Work, public health and safety.
- 4.9.2. If the Contractor knowingly performs work which is not in compliance with such laws, ordinances, rules, regulations or orders, without such notice to the County Contract Representative, the Contractor shall assume full responsibility for such Work and shall bear all costs attributable thereto.

4.10. ROYALTIES AND PATENTS

- 4.10.1. The Contractor shall pay all royalties and license fees.
- 4.10.2. The Contractor and the surety shall defend any suit or proceeding brought against the procuring agency, during the prosecution or after the completion of the work, based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, trademark, or copyright, and the Contractor shall pay all damages and costs awarded therein, against the procuring agency and any affected third party or political subdivision. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Contractor shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or, subject to Engineer's approval, replace same with non-infringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes non-infringing.
- 4.10.3. If appropriate, the Contractor shall furnish the County Contract Representative satisfactory evidence of patent licenses or patent releases covering County-specified proprietary materials, equipment, devices or processes, as the case may be.

4.11. PROTECTION OF PERSONS AND PROPERTY

- 4.11.1. The Contractor shall be responsible for initiating, maintaining, supervising and directing all safety precautions and programs in connection with the performance of the Contract.
- 4.11.2. The Contractor shall be responsible for the protection of all Work until completion and final payment is made, including any material or equipment to be incorporated whether in storage on or off the Work site.
- 4.11.3. The Contractor shall, at their own expense, replace damaged or lost material, or repair damaged parts of the Work or of other property at the work site or adjacent thereto, and the Contractor and their sureties shall be liable therefore.

- 4.11.4. The Contractor shall assume all risks from floods and casualties and shall make no claim for damages for delay from such causes. However, a reasonable extension of time on account of such delays may be allowed, subject to the conditions contained in Article 6 of these General Conditions.
- 4.11.5. In the event the Contractor encounters on the work site material reasonably believed to be a hazardous material, such as asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop work in the area affected and report the condition to the County Contract Representative.
- 4.11.6. The Contractor shall take all necessary precautions for the safety of employees on the work site and other persons who may be affected thereby, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.
- 4.11.7. The Contractor warrants it is fully familiar and shall comply with all of the safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 641-678, or as amended or re-codified from time to time). Also the Hazard Communication Act relating to the use of hazardous materials (29 C.F.R. 1910-1200, or as amended or re-codified from time to time), as promulgated by the Federal Government and as implemented by the State of Arizona, and that it will be solely responsible for all fines and penalties provided for by law for any violation of such Act and, furthermore, shall require all subcontractor to comply with such Acts and with the provisions of this section. Any claims arising out of alleged violations of such Acts are covered by the indemnification set forth in the Special Terms and Conditions.

5. SUBCONTRACTS AND SEPARATE CONTRACTS

5.1. SUBCONTRACTS

- 5.1.1. The Contractor shall ensure that the subcontractor submitted in response to the Request for Qualifications and assigned to this Contract are available throughout the term of the Contract. In the event that the Contractor requests substitution of subcontractor, the Contractor shall obtain prior approval from the County for subcontractor substitution. The Contractor shall ensure that substituted subcontractor are equally qualified and capable. Information on the qualifications of proposed substitutes shall be provided to the County for its consideration and approval prior to substitution taking place.
- 5.1.2. In job-order-contracting, by appropriate written agreement, the Contractor agrees that each subcontractor has been notified in writing of the negotiated amount or coefficient agreed to for billing purposes. Furthermore, by appropriate written agreement, the Contractor agrees that each subcontractor shall be bound to the Contractor by the terms of the Contract. In the event of a conflict between the substance of a written subcontract and the language of this Contract, the language of this Contract shall prevail.
- 5.1.3. Contractor shall ensure that each subcontract shall preserve and protect the rights of the County under the Contract with respect to the work to be performed by the subcontractor. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with sub-subcontractor. In this connection, the Contractor shall make available to each subcontractor, prior to execution of any subcontract, copies of the Contract provisions to which the subcontractor will be bound. Subcontractor shall also make copies of applicable portions of the Contract available to their respective subcontractor.
- 5.1.4. Each subcontract will require the subcontractor to submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment to the County in a timely manner, including any claims for extras, extensions of time, and damages for delays or otherwise to the Contractor in the manner provided in the Contract for like claims by the Contractor upon the County.
- 5.1.5. The Contractor further agrees:

- 5.1.5.1. To be bound to the subcontractor by all the obligations that the County assumes to the Contractor under this Contract, and by all provisions thereof affording remedies and redress to the Contractor from the County.
- 5.1.5.2. To promptly pay the subcontractor in accordance with applicable State statute.
- 5.1.5.3. That, at all times, the subcontractor' total payments shall be proportionate to the value of the labor and materials provided by them. Payment may be preconditioned upon the subcontractor providing the Contractor with requested significant partial or final lien waivers.
- 5.1.5.4. To pay the subcontractor to such extent as may be provided by the Contract or the subcontract, if either of these provides for earlier or larger payments than the above.
- 5.1.5.5. To ensure timely payment to subcontractor for their work as performed and for materials fixed in place, less any applicable retention, despite any delay by the County in making payments to the Contractor for any cause not the fault of the subcontractor.
- 5.1.5.6. To share or forward, as appropriate, with its subcontractor or, as appropriate, with the County, any fire insurance money received by the Contractor under the insurance provisions of the Contract.
- 5.1.5.7. That no claim for services rendered or materials furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
- 5.1.5.8. To give the subcontractor an opportunity to be present and to submit evidence in any Contractual claim, controversy or dispute.
- 5.1.6. Nothing in this Article shall create any obligation on the part of the County to pay to, or to see to the payment of, any sums to any subcontractor, except as may otherwise be required by law.
- 5.1.7. Each subcontract agreement for a portion of the Work is hereby assignable by the Contractor to the County provided that:
- 5.1.8. Assignment is effective at the sole option of the County and only upon termination of the Contract for cause pursuant to Article 9 of these General Conditions, and only for those subcontract agreements which the County determines to accept by notifying the subcontractor in writing, and
 - 5.1.8.1. Assignments is subject to the prior rights of the surety obligated under the Bonds relating to the Contract.
- 5.2. SEPARATE CONTRACTS
 - 5.2.1. The County reserves the right to perform construction or operations related to the Work with the County's own forces and to let separate Contracts in connection with other portions of the Work or other construction or operations on the Work site.
 - 5.2.2. The Contractor shall afford other Contractors on the Work site reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.
 - 5.2.3. The County Contract Representative shall coordinate the activities of the County's own forces and of each separate Contractor with the work of the Contractor. The Contractor and all other Contractors on the Work site shall be required to review their construction schedules and cooperate with the County Contract Representative in coordinating the various portions of the Work with the schedules of such separate Contractors.
 - 5.2.4. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other Contractor, the Contractor shall inspect and promptly report to the County Contract Representative any defects in such work that render it unsuitable for continuance of the Contractor's Work. Failure to inspect and report may constitute an acceptance of the other Contractor's work as fit and proper for the reception of the Contractor's Work, except as to defects not then reasonably discoverable.
 - 5.2.5. Costs caused by the Contractor because of delays or by improperly timed activities or defective construction shall be borne solely by the Contractor.

- 5.2.6. If the Contractor causes damage to any separate Contractor on the site, the Contractor, upon due notice, agrees to settle with such separate Contractor by agreement or arbitration, if he will so settle. If such separate Contractor sues the County on account of any damage alleged to have been so sustained, the County shall notify the Contractor, who shall defend such proceedings and, if any judgment against the County arises there from, the Contractor shall pay or satisfy it.
- 5.2.7. Should separate Contractors on the Work cause any damage, cost or loss to the Contractor, the County shall not be held responsible or liable therefore in any way other than extensions of completion time in accordance with Article 6 of these General Conditions.

6. TIME FACTORS; LIQUIDATED DAMAGES

6.1. TIME

- 6.1.1. Unless otherwise provided in the Contract, the Completion Time is the number of calendar days, including authorized time extensions, specified for completion of the Work.
- 6.1.2. Completion Time shall commence on the day specified in the Notice to Proceed. The date shall not be postponed on account of the failure of the Contractor, or of any of its subcontractor to take any action required to commence the Work.
- 6.1.3. The date of Substantial Completion is the date certified by the County Contract Representative pursuant to Subsection 7.4.1 of Article 7 of these General Conditions.
- 6.1.4. The term "day" as used in the Contract shall mean calendar day.
- 6.1.5. By execution of the Contract documents, or by concurrence with the Notice to Proceed in the case of a job order, the Contractor acknowledges that the time described is a reasonable period for a competent Contractor to complete the Work.
- 6.1.6. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the agreed upon time frame. If the Contractor is delayed on any portion of the Work for any reason whatsoever, it shall expeditiously proceed on other portions of the Work which are not affected by such delay.

6.2. LIQUIDATED DAMAGES

- 6.2.1. The amount of liquidated damages shall be as specified in the Contract documents.
- 6.2.2. The Contractor has been put on notice that the County shall enforce the liquidated damages set forth in the Contract documents.
- 6.2.3. The Contractor agrees that the County will incur damages if the Contractor fails to complete the Work within the Completion Time or any approved extensions thereof and that the liquidated damages specified in the Contractor, in the case of a job-order, in the Notice to Proceed, represents a fair and equitable approximation of the County's damages.
 - 6.2.3.1. Each calendar day that the Contractor shall fail to achieve Substantial Completion after the calendar date agreed to for the completion of the Work provided for in the Contract, the sum set forth in the Contract documents will be deducted from any monies due the Contractor, not as penalty, but as liquidated damages; provided however, that due account will be taken of any adjustments of the Contract time for the completion of the work allowed under the Contract.
 - 6.2.3.2. Permission allowing the Contractor to continue and finish any part of the Work after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the County of any of its rights under the Contract.
 - 6.2.3.3. Once substantial completion is granted, the Contractor shall achieve final completion within thirty (30) calendar days, unless otherwise agreed upon. If final completion does not occur within the agreed upon number of days, liquidated damages will commence on the first day after the agreed days, until final completion occurs.

6.3. DELAYS AND TIME EXTENSIONS

- 6.3.1. It is agreed that the County's only liability for any delay from any cause shall be limited to granting a time extension to the Contractor and that no extended general conditions for any delay will be

applicable unless agreed to by the County. There is no other obligation, express or implied, on the part of the County to the Contractor for delay from any cause.

- 6.3.2. The completion time shall be extended when delay in completion of the Work by either the Contractor or the subcontractor is due to any preference, priority or allocation order duly issued by the Federal Government.
- 6.3.3. Should a dispute arise between the Contractor and the County regarding a delay or time extension, the Contractor shall continue progress on the Work until the dispute is resolved.

7. PAYMENTS TO THE CONTRACTOR

7.1. CONTRACT PRICE; REQUEST FOR PAYMENT; SCHEDULE OF VALUES

- 7.1.1. The Contract amount or coefficient stated in the Contract documents or, in the case of a job order, in the Notice to Proceed, plus or minus any authorized adjustments is the amount payable by the County to the Contractor for performance of the Work under the Contract or for a specific job order.
- 7.1.2. During the course of construction, the Contractor shall request payment for work actually performed during the preceding month or some other time period as mutually agreed to, using "ESTIMATE FOR PAYMENT" forms, which are furnished by the County or a County approved form submitted by the Contractor. Completed forms shall be submitted to the County Contract Representative. A schedule of values and an updated project schedule shall accompany the request for payment.

7.2. CERTIFICATION AND PAYMENT; RETAINAGE; SUBSTITUTE SECURITIES

- 7.2.1. The County by mutual agreement may make progress payments on Contracts of less than ninety (90) days and shall make monthly progress payments on all other Contracts as provided for in this paragraph. Payment to the Contractor on the basis of a duly certified and approved estimate for payment of the work performed during the preceding calendar month under the Contract may include payment for material and equipment, but to ensure the proper performance of the Contract, the County shall retain ten per cent of the amount of each estimate until final completion and acceptance of all material, equipment and work covered by the Contract. An estimate of the work submitted shall be deemed approved and certified for payment after seven (7) days from the date of submission unless before that time the County or the County's designee prepares and issues a specific written finding setting forth those items in detail in the estimate of the work that are not approved for payment under the Contract. The County may withhold an amount from the progress payment sufficient to pay the expenses the County reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen (14) days after the estimate of the work is certified and approved. The estimate of the work shall be deemed received by the County on submission to any person designated by the County for the submission, review or approval of the estimate of the work.
- 7.2.2. When the Contract is fifty per cent complete, one-half of the amounts retained including any securities substituted under paragraph 7.2.4 shall be paid to the Contractor on the Contractor's request provided the Contractor is making satisfactory progress on the Contract and there is no specific cause or claim requiring a greater amount to be retained. After the Contract is fifty per cent complete, no more than five per cent of the amount of any subsequent progress payments made under the Contract may be retained providing the Contractor is making satisfactory progress on the project, except that if at any time the County determines satisfactory progress is not being made ten per cent retention shall be reinstated for all progress payments made under the Contract after the determination.
- 7.2.3. On completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, except as qualified in paragraph 7.2.5, payment may be made in full, including retained percentages, less authorized deductions. In preparing estimates, the material and equipment delivered on the site to be incorporated in the job

shall be taken into consideration in determining the estimated value by the architect, engineer or other person, as specified in the Contract.

- 7.2.4. Ten per cent of all estimates shall be retained by the County as a guarantee for complete performance of the Contract, to be paid to the Contractor within sixty (60) days after completion or filing notice of completion of the Contract. Retention of payments by the County longer than sixty (60) days after final completion and acceptance requires a specific written finding by the County of the reasons justifying the delay in payment. The County may not retain any monies after sixty (60) days that are in excess of the amount necessary to pay the expenses the County reasonably expects to incur in order to pay or discharge the expenses determined by the County in the finding justifying the retention of monies. In lieu of the retention provided in this section, the County, at the option of the Contractor, shall accept as a substitute an assignment of time certificates of deposit of banks licensed by this state, securities of or guaranteed by the United States of America, securities of this state, securities of counties, municipalities and school districts within this state or shares of savings and loan institutions authorized to transact business in this state, in an amount equal to ten per cent of the bid amount that will be retained by the County as a guarantee for complete performance of the Contract. If the County accepts substitute securities, as described in this paragraph, for the ten per cent retention, the Contractor is entitled to receive all interest or income earned by this security as it accrues and all such security in lieu of retention shall be returned to the Contractor by the County within sixty (60) days after final completion and acceptance of all material, equipment and work covered by the Contract if the Contractor has furnished the County satisfactory receipts for all labor and material billed and waivers of liens from any and all persons holding claims against the work. In no event shall the County accept a time certificate of deposit of a bank or shares of a savings and loan institution in lieu of the retention specified unless accompanied by a signed and acknowledged waiver of the bank or savings and loan association of any right or power to setoff against either the County or the Contractor in relationship to the certificates or shares assigned.
- 7.2.5. In any instance where the County has accepted substitute security as provided in paragraph 7.2.4, any subcontractor undertaking to perform any part of this public work is entitled to provide substitute security to the Contractor on terms and conditions similar to those described in paragraph 7.2.4, and this security is in lieu of any retention under the subcontract.
- 7.2.6. Notwithstanding paragraphs 7.2.1 through 7.2.5, retention is not required for job-order-contracting construction services contracts, except that the County may elect to require retention for a job-order-contracting construction services contract. If the County elects to require retention, paragraphs 7.2.1 through 7.2.5 apply to the job-order-contracting construction services Contract, except that:
- 7.2.6.1. Retention shall be five per cent of each payment instead of ten per cent reducing to five per cent.
- 7.2.6.2. Retention applicable to each job order shall be released within sixty (60) days after final completion of the job order and acceptance of the work under the job order.
- 7.2.6.3. No retention on the job order may be released until that time.
- 7.2.6.4. The retention percentage shall not be increased.
- 7.2.7. The Contractor shall pay to the Contractor's subcontractor or material suppliers and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within seven (7) days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the Contractor or subcontractor on account of the work performed by the subcontractor, to the extent of each subcontractor's interest, except that no Contract for construction services may materially alter the rights of any Contractor, subcontractor or material supplier to receive prompt and timely payment as provided under this section. The payments to subcontractor or material suppliers shall be based on payments received pursuant to this section. Any diversion by the Contractor or subcontractor of payments received for work performed on a Contract, or failure to reasonably account for the application or use of those payments, constitutes

grounds for disciplinary action by the Registrar of Contractors. The subcontractor or material supplier shall notify the Registrar of Contractors and the County in writing of any payment less than the amount or percentage approved for the class or item of work as set forth in this section.

- 7.2.8 A subcontractor may notify the County in writing requesting that the subcontractor be notified by the County in writing within five (5) days from payment of each progress payment made to the Contractor. The subcontractor's request remains in effect for the duration of the subcontractor's work on the project.
- 7.2.9 Nothing in this section prevents the Contractor or subcontractor, at the time of application and certification to the County or Contractor, from withholding the application and certification to the County or Contractor for payment to the subcontractor or material supplier for unsatisfactory job progress, defective construction work or materials not remedied, disputed work or materials, third party claims filed or reasonable evidence that a claim will be filed, failure of a subcontractor to make timely payments for labor, equipment and materials, damage to the Contractor or another subcontractor, reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum or a reasonable amount for retention that does not exceed the actual percentage retained by the County.
- 7.2.10 If any payment to a Contractor is delayed after the date due interest shall be paid at the rate of one per cent per month or fraction of a month on the unpaid balance as may be due.
- 7.2.11 If any periodic or final payment to a subcontractor is delayed by more than seven (7) days after receipt of the periodic or final payment by the Contractor or subcontractor, the Contractor or subcontractor shall pay the subcontractor or material supplier interest, beginning on the eighth day, at the rate of one per cent per month or fraction of a month on the unpaid balance as may be due.
- 7.2.12 Notwithstanding anything to the contrary in this section, this section applies only to amounts payable in a construction services Contract for construction and does not apply to amounts payable in a construction services Contract for design services, preconstruction services, finance services, maintenance services, operations services and other related services.
- 7.2.13 The County Contract Representative, with reasonable dispatch, will review the contents of the ESTIMATE FOR PAYMENT submitted by the Contractor, determine the sufficiency of the estimate, satisfy himself that the County has received full value, certify the estimate and submit it through normal channels for payment.
- 7.2.14 Neither the certification nor payment made to the Contractor, nor partial or entire use nor occupancy of the Work by the County shall constitute an acceptance of any portion of the Work.

7.3. PAYMENT WITHHELD

- 7.3.1. If the County Contract Representative is unable to certify a request for payment in whole or in part because, after observing the Work and the data comprising the ESTIMATE FOR PAYMENT, the County Contract Representative determines that the Work has not progressed or the quality of the Work is not in accordance with the Contract, the County Contract Representative shall promptly notify the Contractor. If the County Contract Representative and the Contractor cannot agree on a revised amount, the County Contract Representative will promptly issue a certificate for payment in an amount he determines is justified.
- 7.3.2. The County Contract Representative or other County official, as a result of subsequently discovered evidence, may also withhold or nullify the whole or a part of any certification to such extent as may be necessary to protect the County from loss on account of:
 - 7.3.2.1. Defective work not remedied.
 - 7.3.2.2. Third-party claims filed or reasonable evidence indicating probable filing of such claims.
 - 7.3.2.3. Failure of the Contractor to make payments properly to subcontractor or for labor, materials, or equipment.
 - 7.3.2.4. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract amount, or reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

7.3.2.5. Damage to another Contractor or to the County.

7.3.2.6. Damage to the real or personal property of another and failure to repair or replace the same.

7.3.2.7. Persistent failures to carry out the Work in accordance with the Contract.

7.3.3. When the grounds for withholding payment have been corrected to the satisfaction of the County Contract Representative or other County official concerned, the County shall proceed to process any amounts due.

7.4. SUBSTANTIAL COMPLETION

7.4.1. When the Contractor considers that the Work, or a portion thereof which the County has agreed to accept separately, is ready for its intended use, it shall notify the County Contract Representative in writing that the work or the agreed upon portion thereof, is substantially complete and request the County Contract Representative to issue a Certificate of Substantial Completion. Within a reasonable time thereafter, the County Contract Representative will make an inspection of the Work, or the designated portion thereof, to determine the status of completion. If the inspection discloses any item that is not in accordance with the Contract, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. The Contractor shall then submit a request for a re-inspection by the County Contract Representative. When the Work or designated portion thereof is determined to be substantially complete, the County Contract Representative will prepare a Certificate of Substantial Completion for signature of the parties, fixing therein the date of Substantial Completion and establishing the responsibilities of the County and Contractor, pending final payment by the County, for security, maintenance, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall finish all items on the punch list attached to the certificate.

7.4.2. Warranties required by the Contract shall commence on the date of Final Completion for a period of two years, except where a specific provision of the Contract provides otherwise.

7.5. FINAL COMPLETION AND FINAL PAYMENT

7.5.1. Upon receipt of notice from the Contractor that the Work is ready for final inspection and upon receipt of a request for final payment, the County Contract Representative will determine that all items on the punch list have been completed or corrected and the County will make payment reflecting adjustments in retainage, if any, for such work or portion thereof as provided for in the Contract.

7.6. CONSENT OF SURETY/ LIEN WAIVERS AND AS-BUILT DRAWINGS

7.6.1. Neither the final payment nor any part of the retained percentage shall become due until the Contractor provides to the Procurement Officer a Consent of Surety Certificate from their bonding company, or lien waivers, at the Procurement Officer's discretion and all completed as-built drawings.

7.7. PARTIAL UTILIZATION

7.7.1. The County may occupy or use any portion of the Work which the County and the Contractor agree constitutes a separately functioning and usable part of the Work that can be used by the County without significant interference with the Contractor's performance of the remainder of the Work. Such use or occupancy may commence whether or not the portion is substantially complete, provided the County and the Contractor have accepted in writing their mutual responsibilities regarding the used portion, including but not limited to insurance coverage, maintenance and utilities.

7.7.2. Partial use or occupancy of the Work by the County shall not constitute acceptance of Work not complying with the requirements of the Contract.

8. UNCOVERING AND CORRECTION OF WORK; CHANGES IN THE WORK

8.1. UNCOVERING OF WORK

8.1.1. Piping, wiring, ducts, etc., shall not be covered up before proper inspection, approval and certificates, if required, are issued. Should any work that is designated for inspection by the County

Contract Representative or the Contract before covering is covered before such inspection, it must be uncovered by the Contractor at their expense when examination is ordered by the County Contract Representative.

8.1.2. If a portion of the Work not designated by the County Contract Representative or the Contract for inspection has been covered and the County Contract Representative or a Public Inspector orders such work uncovered for inspection, the Contractor shall immediately uncover such work. If such uncovered work is found to be in accordance with the Contract, an appropriate Change Order shall be issued to compensate the Contractor for the expense of uncovering and replacing the work. If such work is found to be not in compliance with the Contract, the Contractor shall pay such costs, unless the condition was caused by the County or a separate Contractor.

8.1.3. The County shall not be responsible for or bear the cost of any re-examination and replacement occasioned by defects in the work caused by subcontractor.

8.2. CORRECTION OF WORK

8.2.1. Correction of Work Before Final Payment: The Contractor shall promptly remove from the site of the Work all materials and/or associated portions of the Work rejected by the County Contract Representative as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract, without expense to the County, and shall bear the expense of making good the work of other Contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such rejected Work and/or materials within a reasonable time, fixed by written notice, the County may remove it and may store the materials at the expense of the Contractor

8.2.2. Should the Contractor fail to repair such defective material and/or workmanship or to make replacements within five (5) calendar days after written notice by the County, it is agreed that the County may, at its sole discretion, make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his surety.

8.3. CHANGES IN THE WORK

8.3.1. The County Contract Representative may order extra work or make changes by altering, adding to or deducting from the Work, the Contract price being adjusted accordingly by Change Order without invalidating the Contract. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

8.3.2. The value of any extra work or change ordered under the Contract shall be determined in one or more of the following ways:

8.3.2.1. By estimate and acceptance in a lump sum.

8.3.2.2. By unit prices in the Contract or subsequently agreed upon prices.

8.3.2.3. By a fixed fee.

9. SUSPENSION OR TERMINATION OF THE WORK

9.1. SUSPENSION OF THE WORK FOR CAUSE; COUNTY'S RIGHT TO PERFORM THE WORK

9.1.1. If the Contractor fails to correct Work which is not in accordance with the Contract, or persistently fails to carry out the Work in accordance with the Contract, the Procurement Officer, after consultation with the County Contract Representative, may order the Contractor in writing to stop the Work, or any portion of the Work, until the cause for such order has been eliminated.

9.1.2. If the Contractor fails to prosecute the Work properly or fails to perform any provision of this Contract, the County may, five (5) days after written notice to the Contractor, and without prejudice to any other remedy the County may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor and its surety shall be liable to the County for such deficiency.

9.2. TERMINATION BY THE COUNTY FOR CAUSE

- 9.2.1. The County, upon certification by the County Contract Representative, without prejudice to any other right or remedy of the County and after giving the Contractor seven (7) days written notice, may terminate this Contract as to all or any part of the Work for any of the following reasons:
 - 9.2.1.1. If the Contractor abandons the work, or unnecessarily delays the work,
 - 9.2.1.2. If the Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials or competent subcontractor.
 - 9.2.1.3. If the Contractor fails to make payment to subcontractor for materials or labor in accordance with the respective agreements between the Contractor and the subcontractor or as expressly set forth herein.
 - 9.2.1.4. If the Contractor persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or persistently violates the conditions or covenants of this Contract.
 - 9.2.1.5. If the Contractor should be adjudged bankrupt.
 - 9.2.1.6. If the Contractor should make a general assignment for the benefit of its creditors or if a receiver should be appointed on account of its insolvency.
 - 9.2.1.7. If the Contractor is otherwise in substantial breach of a provision of the Contract as determined by the County.
 - 9.2.2. Upon termination of the Contract for any of the above reasons, the County, subject to any prior rights of the surety, may:
 - 9.2.2.1. Take possession of the Work and of all materials, equipment, tools, and construction equipment and machinery at the Work site or adjacent thereto belonging to the Contractor.
 - 9.2.2.2. Accept assignments of subcontracts pursuant to Subsection 5.1.8 of Article 5 of these General Conditions.
 - 9.2.2.3. Finish the Work by whatever reasonable method the County may deem expedient. In completing the Work by a new Contractor or by doing the Work itself, the County may use such equipment, materials, supplies, machinery, implements, tools and plant of the Contractor in the County's possession and may make all necessary repairs and replacements thereto.
 - 9.2.2.4. If the County terminates the Contract for one of the reasons stated in Subsection 9.2.1, the Contractor shall not be entitled to receive any further payment.
 - 9.2.3. The cost of fully completing the Work provided for under any new contract shall include the sum or sums of money to be paid by the County to other Contractors, all costs of repairs and replacements of machinery, implements, tools and plant of the Contractor hereunder, and also all sums of money paid for additional management and administrative services, including but not limited to the cost of the County Contract Representative's additional services and added expenses made necessary by the termination of the Contract.
 - 9.2.4. If the unpaid balance of the Contract price exceeds costs of finishing the Work, such excess may, at the County's discretion, be paid to the Contractor. If such costs exceed the unpaid balance, the County may sell all materials, supplies, machinery, implements, tools and plant of the Contractor's then on hand, at public sale, on giving the Contractor twenty (20) days notice of the time and place of such sale, and the net proceeds derived from the sale of said property shall be applied against such costs. Should the amount received from the sale be insufficient to pay such deficiency, the Contractor and its surety shall be liable to pay the amount of the deficiency.
- 9.3. SUSPENSION BY THE COUNTY FOR CONVENIENCE**
- 9.3.1. The County may, without cause, order the Contractor in writing to suspend or interrupt the Work in whole or in part for such period of time as the County may determine whenever such suspension or interruption would be in the best interest of the County.
 - 9.3.2. If the County suspends the Work for convenience, an adjustment shall be made for substantiated increases in the cost of performance of the Contract, if any, including profit on the increased cost of performance, caused by suspension or interruption. No adjustment shall be made to the extent:
 - 9.3.2.1. That performance is, was or would have been so suspended or interrupted by another cause for which the Contractor is responsible, or

9.3.2.2. That an equitable adjustment is made or denied by the County.

9.4. TERMINATION BY THE COUNTY FOR CONVENIENCE

- 9.4.1. The performance of the Work under this Contract may be terminated by the County, in whole or in part, in accordance with this clause whenever the County reasonably determines that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of the Work is terminated, and the date upon which such termination becomes effective.
- 9.4.2. If the Contract is terminated by the County as provided herein, the Contractor shall receive compensation for any Work performed and accepted, together with profit in proportion to the Work performed and accepted. The compensation shall include payment for contractual obligations reasonably incurred prior to termination. No amount shall be allowed for anticipated profit on unperformed Work.
- 9.4.3. In the event the County terminates the Work, in whole or in part, for cause pursuant to Section 9.2 of this Article 9 and the termination is later deemed to be unjustified, then such termination shall be automatically deemed a termination for convenience and the provisions of this Section 9.4 shall apply.
- 9.4.4. Termination of the Contract or portion thereof by the County for convenience shall not relieve the Contractor of their contractual responsibilities for the Work completed, nor shall it relieve the surety of its obligation for and concerning any just claim arising out of the Work completed.

9.5. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

- 9.5.1. The Contractor may terminate the Contract for any of the following reasons:
 - 9.5.1.1. If the Work should be stopped under an order of any court of competent jurisdiction or other public authority for a period in excess of one (1) month through no act or fault of the Contractor or of anyone directly or indirectly employed by him.
 - 9.5.1.2. If the County has failed to pay the Contractor within sixty (60) days after the date when any sum is certified for payment by the County Contract Representative, or
 - 9.5.1.3. If repeated suspensions or interruptions ordered by the County pursuant to Section 9.3 total in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.
 - 9.5.1.4. If one of the above reasons exists, the Contractor may, upon seven (7) additional days, written notice to the County Contract Representative, stop Work and terminate the Contract and recover payment from the County for all Work executed and accepted by the County and any loss sustained upon any plant or materials and reasonable profit and damages.

10. CLAIMS AND DISPUTES

10.1. COUNTY CONTRACT REPRESENTATIVE'S RESOLUTION OF CLAIMS AND DISPUTES; REVIEW BY PROCUREMENT OFFICER

- 10.1.1. This Article relates to claims for additional compensation and any other differences between the parties arising under and by virtue of the Contract. Such claims are to be resolved at the earliest possible time and at the first responsible level so as to increase the possibility that such matters will be resolved without the vexation of an administrative hearing process, arbitration or litigation.
- 10.1.2. All claims, including but not limited to, claims relating to adjustments or interpretations of the Contract, payments of money, or other relief with respect to the terms of the Contract, shall be referred initially in writing to the County Contract Representative for action. The responsibility to substantiate claims shall rest with the party making the claim.
- 10.1.3. Claims by either party must be made within twenty-one (21) days after the event giving rise to the claim or within twenty-one (21) days after the claimant first becomes aware of the condition giving rise to the claim, whichever is later.

- 10.1.4. Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Contract and the County shall continue to make payments in accordance with the Contract.
- 10.1.5. The County Contract Representative shall, within twenty-one (21) days of receipt of a claim, issue one of the following:
 - 10.1.5.1. Issue a decision either rejecting or approving the claim.
 - 10.1.5.2. Suggest an equitable compromise of the claim.
 - 10.1.5.3. Provide a schedule to the parties indicating when they expect to be able to take action, which shall be within a reasonable time.
- 10.1.6. The County Contract Representative may require the submission of additional documentation from either party to facilitate a decision. In each case, the County Contract Representative will submit reasons and/or documentation supporting its action.
- 10.1.7. The parties shall have ten (10) days from the date of the County Contract Representative's final decision rejecting or approving a claim, or suggesting a compromise, within which to accept or object to the decision. Failure of a party to accept or object to the decision in writing within such ten (10) day period shall be deemed an acceptance of the decision. If either party rejects the decision of the County Contract Representative in writing within such ten (10) day period, the matter shall be referred to the Procurement Officer for de novo review.
- 10.1.8. The Procurement Officer shall have sixty (60) days from receipt of a written objection by the Contractor to the County Contract Representative's final decision, or such longer period as the parties may stipulate in writing, to review the matter and issue a response in accordance with Article IX of the Mohave County Procurement Code. During such period, the Procurement Officer may require such additional documentation or testimony as deemed necessary to support his/her response.

11. MISCELLANEOUS PROVISIONS

11.1. GOVERNING LAW

- 11.1.1. The Contract shall be governed and construed according to the laws of the State of Arizona.

11.2. WRITTEN NOTICE

- 11.2.1. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last known business address known to the party giving notice.

11.3. CONFLICT OF INTEREST

- 11.3.1. The County shall also have the right to terminate this Contract pursuant to the conflict-of-interest provisions of A.R.S. Sec. §38-511 and to exercise any and all remedies provided in such statute. The County may cancel this Contract if any person significantly involved in negotiating, drafting, securing or obtaining this Contract for or on behalf of the County of Mohave becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Contract.

12. CONTRACT AMENDMENTS: This Contract may be modified only by a written contract amendment approved and signed by the County Board of Supervisors or by the Procurement Director per the Mohave County Procurement Code or any other relevant resolution approved by the Board of Supervisors.

13. DEBARMENT AND SUSPENSION

13.1. SUSPENSION AND DEBARMENT

- 13.1.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 13.1.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 13.1.3. This certification is a material representation of fact relied upon by (insert name of recipient/sub recipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/sub recipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 13.1.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

- 14.1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- 14.2. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- 14.2.1. 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 an 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.
- 14.2.2. 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.
- 14.2.3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification 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 certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

CONTRACTOR APPLICATION PROCEDURE

Mohave County's Community Services Department requires that its contractors be qualified prior to bidding on its grant funded rehabilitation projects. **Award of its rehabilitation projects shall be made only to pre-qualified contractors who have complied with all specified requirements cited herein.**

In order to pre-qualify, the Contractor must:

_____ Submit a fully completed and signed **CONTRACTOR'S PRE-QUALIFICATION VERIFICATION FORM** (Pages 16-20)

_____ Submit **Insurance Certificates** meeting all specifications detailed herein (Page 12)

_____ Submit a completed, originally signed **W-9 form**

Please Note: Based upon submitted documentation by Contractor, as specified herein, pre-qualifying status shall be determined through verification of:

- Contractor's licensure in good standing at time of submission of Contractor's application and re-verified as needed throughout the term of contract, once approved.
- Contractor's registry in the Central Contractor Registry ("CCR") at www.sam.gov as well as verification of DUNS Number and Cage Code.
- Contractor's insurance certificates are compliant with the specifications cited herein as determined by Mohave County Risk Management.

The documentation specified herein shall be submitted as follows for evaluation and determination of approval of Contractor Applicant to be added to Mohave County's listing of Pre-Qualified Residential Rehabilitation Contractors:

Teresa Garrett, Procurement Officer
Mohave County Procurement Department
700 West Beale Street | P.O. Box 7000 | Kingman, AZ 86401
Telephone: (928) 753-0752 | Fax: (928) 753-0787
Email: garret@mohave.gov

RE: Ongoing Pre-Qualified Residential Rehabilitation Contractors Program