



LAKE HAVASU CITY

CONTRACT DOCUMENTS

AND

TECHNICAL SPECIFICATIONS

**FY 2022-2023 Crack Seal
Program**

Project No. SM313N

October 20, 2022

LAKE HAVASU CITY
CONTRACT DOCUMENTS
VOLUME 1

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The following specifications are contained within this Invitation For Bids:

LHC 1210 - MEASUREMENT AND PAYMENT

The remaining applicable specifications can be accessed at:

<https://www.lhcaz.gov/development-permitting/engineering>

SECTION 00020
NOTICE INVITING BIDS
Lake Havasu City

PROJECT NO.: SM313N

PROJECT NAME: FY 2022-2023 Crack Seal Program

PRE-BID MEETING: "None"

BID DUE DATE: October 20th, 2022

BID DUE TIME: 3:00 p.m., ARIZONA TIME

PROJECT DESCRIPTION: This project consists of the hot applied placement of up to 315,000 lbs. of City supplied rubber-asphalt crack sealing material into cracks in asphalt concrete pavement. **Application will be with straight applicator tipped wands, rubber squeegees or other City approved methods and limited to no more than 5 (five) Crack Seal machines.** The paved areas include City owned roadways, parking lots and multi-use paths, within Lake Havasu City, AZ. Work is expected to begin early November/December 2022.

QUESTIONS: All questions that arise relating to this solicitation shall be directed in writing to purchasing@lhcaz.gov . To be considered, written inquiries shall be received at the above-referenced email address by October 13, 2022, 3:00 p.m. Arizona Time. Inquiries received will then be answered in an Addendum.

Sealed bids for the project specified will be received by the **City Clerk's Office, 2330 N. McCulloch Boulevard, Lake Havasu City, Arizona, 86403** until the time and date stated. **Bids received by the correct time and date will be opened and read aloud immediately thereafter in Room 109 of Lake Havasu City Hall.** Public openings may be attended virtually by accessing the following video conferencing system:

To join the meeting on a computer or mobile phone:
<https://bluejeans.com/2330864044?src=calendarLink>
Meeting ID: 233 086 4044
Phone Dial-in
+1.408.740.7256 (US (San Jose))
+1.888.240.2560 (US Toll Free)

Bids must be clearly addressed to the City Clerk's Office, 2330 McCulloch Blvd. N, Lake Havasu City, Arizona, 86403, and received no later than the exact time and date indicated above. Late bids will not be considered under any circumstances.

Bids must be submitted in a sealed envelope with the Project Number and the bidder's name and address clearly indicated on the envelope. All bids must be completed in ink or typewritten on a form to be obtained from the specifications and a complete Invitation for Bid returned along with the offer no later than the time and date cited above.

Bid documents and specifications are available on Lake Havasu City's website at www.lhcaz.gov or on DemandStar at www.demandstar.com. For documents obtained outside of DemandStar please contact Lynette Singleton, purchasing@lhcaz.gov to be added to the planholders' list.

For technical information, contact Shannon Blakey, purchasing@lhcaz.gov .

BONDS:

Bid Bond:	<u>10%</u>
Labor and Material Bond:	<u>100%</u>
Faithful Performance Bond:	<u>100%</u>

Project Completion Date: 120 calendar days after Notice to Proceed.

Lake Havasu City reserves the right to accept or reject any or all bids or any part thereof and waive informalities deemed in the best interest of the City.

Pursuant to the Americans with Disabilities Act (ADA), Lake Havasu City endeavors to ensure the accessibility of all of its programs, facilities and services to all persons with disabilities. If you need an accommodation for this meeting, please contact the City Clerk's office at (928) 453-4142 at least 24 hours prior to the meeting so that an accommodation may be arranged.

Publication Dates: TODAY'S NEWS HEARLD - September 28th, 2022 and October 5th , 2022
ARIZONA BUSINESS GAZETTE – October 6th,2022 and October 13th, 2022

**** END OF SECTION ****

INTENT TO BID NOTIFICATION

ITB NO.: SM313N

ITB TITLE: FY 2022-23 Crack Seal Program, Project No. SM313N

CLOSING DATE & TIME: October 20th, 2022 at 3:00 p.m. Arizona Time

LETTER OF INTENT TO BID SUBMITTAL

This is notification that it is our present intent to submit a bid in response to the above referenced ITB. Please add our company to your planholders list.

The individual to whom all information regarding this ITB should be transmitted is:

Company Name: _____

Contact Name: _____

Street Address: _____

City, State, & Zip: _____

Phone Number: Fax Number: _____

E-Mail Address: _____

Submit this Letter of Intent by the deadline for requests for clarification and protests which must be physically received by **October 13, 2022 at 3:00 p.m., Arizona Time.**

Clarification/Protest/Question/Letter of Intent to Bid
ITB No.: SM313N
FY 2022-23 Crack Seal Program, Project No. SM313N
Lake Havasu City
Administrative Services Department, Procurement Division
Email to: purchasing@lhcaz.gov

SECTION 00100
INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The City of Lake Havasu City, Arizona, (hereinafter called the "Owner") invites Bids on the form attached hereto. All blanks must be appropriately filled in. The Bidder shall also complete and submit a form listing proposed subcontractors as enclosed herein. Any subcontractors proposed to be used on the project but not listed on this form shall not be considered when evaluating the Contractor's qualifications and ability to perform the work. Bids **FY 2022-2023 Crack Seal Program, Project No. SM313N** will be received by the **City Clerk's office, 2330 N. McCulloch Boulevard, Lake Havasu City, Arizona 86403 no later than 3:00 P.M., Arizona Time, October 20th, 2022**, where said Bids will be publicly opened and virtually read aloud immediately thereafter in the Room 109 of Lake Havasu City Hall.

The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within ninety (90) days after the actual date of the opening thereof.

2. PREPARATION OF BID

Each Bid must be submitted on the prescribed Form. Each Document must be submitted with an original signature of the Bidder, as well as all witnesses indicated therein. All blank spaces for Bid prices must be filled in, in ink or typewritten, in both words and figures.

Each Bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, the Bidder's address, and the name and number of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified in the Bid form.

3. FACSIMILE BIDS OR MODIFICATIONS

No facsimile ("FAX") Bids or bid modifications will be accepted. Any modifications to the Bid shall be made by an authorized representative of the bidding company in person.

4. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as he deems necessary to determine the qualifications of and the ability of the Bidder to perform the Work, and the Bidder shall furnish the Owner such information and data for this purpose as the Owner may request. The Owner may request that the Bidder provide a list of key people for the project with their related work experience.

The Owner reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein in a timely manner. Conditional Bids will not be accepted.

All Bidders and listed subcontractors must be valid Arizona Licensed Contractors at the time of Bidding, approved by the Arizona State Registrar of Contractors to do the type and amount of work specified in these documents. In accordance with the Arizona State Registrar of Contractors, the Bidder must possess a minimum of a Class A-15 Arizona Contractor's License to perform the type and amount of work specified in these documents. **Failure of any bidder to possess all contractors' licenses as listed in the bid packet, at the time of bidding, shall result in the bid being considered non-responsive and not in substantial compliance, and any such bid shall not be considered.** Refer to Section 00420, page 3, item 13.

5. ARITHMETIC DISCREPANCIES IN THE BID

- A. For the purpose of the evaluation of Bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the Bid Schedule as submitted by Bidders:
1. Obviously misplaced decimal points will be corrected;
 2. In case of discrepancy between unit price and extended price, the unit price will govern;
 3. Apparent errors in extension of unit prices will be corrected;
 4. Apparent errors in addition of lump sums and extended prices will be corrected; and
 5. In case of discrepancy between words and figures in unit prices, the amount shown in words shall govern.
- B. For the purpose of Bid evaluation, the Owner will evaluate the bids on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above.

6. INCOMPLETE BIDS

Failure to submit a Bid on all items in the Schedule will result in an incomplete Bid and the Bid may be rejected. **UNIT OR LUMP SUM PRICES MUST BE SHOWN FOR EACH BID ITEM WITHIN THE SCHEDULE.**

NOTE: FAILURE TO INDICATE UNIT OR LUMP SUM PRICES IN THE APPROPRIATE COLUMN, WITH THE EXTENSION OF THE PRICES IN THE FAR

RIGHT COLUMN, WILL CAUSE THE BID TO BE "NON-RESPONSIVE".

All forms indicated in the Bid Proposal, Section 00300, must be completely filled out, executed, and submitted with the Bid. Failure to do so will render the bid "non-responsive" and the bid will not be accepted.

7. BID SECURITY

Each Bid must be accompanied by certified check, cashier's check, or a Bid Bond prepared on the form attached hereto or on a similar form acceptable to the Owner, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of ten percent (10%) of the Bid. Bid Bonds shall be valid for at least ninety (90) days after the date of the receipt of Bids. Such cash, check or Bid Bond will be returned to all except the three (3) lowest Bidders within fifteen (15) business days after the opening of Bids. The remaining checks, or Bid Bonds will be returned promptly after the Owner and the accepted Bidder have executed the Contract, or if no award has been made within ninety (90) days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Bid.

8. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon his failure or refusal to execute and deliver the Contract, Bonds, and certificates required within ten (10) calendar days from the date of the Notice of Award, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the difference between his bid and the amount of the contract actually entered into with another party should he not enter into a contract at the bid price and provide the required payment and performance bonds and certificates of insurance. Liquidated damages for failure to enter into the contract shall not exceed the amount of the Bid Bond.

9. SECURITY FOR FAITHFUL PERFORMANCE AND PAYMENT

Simultaneously with his delivery of the executed Contract, the Bidder shall furnish **on the forms provided herein**, in 100% of the amount of this Contract, 1) a surety bond as security for faithful performance of this Contract, and 2) a surety bond as security for the payment of all persons performing labor on the project under this Contract and persons furnishing materials in connection with this Contract, and 3) a listing of all subcontractors who will be performing or providing more than one-half percent (0.50%) of the contract work, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner, listed on the Treasury Department's most current list (Circular 570 as amended), and authorized to transact business in the State of Arizona.

10. POWER OF ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Contract bonds must file with each bond a certified

and effectively dated copy of their power-of-attorney.

11. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

12. METHOD OF AWARD

- A. The City will award the Contract on the basis of the Bid or Bids most advantageous to the City. In determining whether a Bid is most advantageous, in addition to price, the City may consider the following:
1. The ability, capacity, and skill of the Bidder to perform the Contract or provide the service indicated;
 2. Whether the Bidder can perform the Contract or provide the service promptly, and within the time specified without delay or interference;
 3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
 4. The quality of performance on previous contracts;
 5. The previous compliance with laws and ordinances by the Bidder;
 6. The financial responsibility of the Bidder to perform under the Contract or provide the service;
 7. The limitations of any license the Bidder may be required to possess;
 8. The quality, availability, and adaptability of the product or service;
 9. The ability of the Bidder to provide future maintenance and/or service;
 10. The number and scope of any conditions attached to the Bid; and;
 11. The life cycle, maintenance, and performance of the equipment or product being offered.

13. OBLIGATION OF THE BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract documents (including all Addenda, if applicable). The failure or omission of the Bidder to examine any form, instrument or document, or site changes due to natural causes, shall in no way relieve any Bidder from any obligation in respect to his Bid. Site changes due to natural causes prior to Bid opening shall not be cause for Bid alteration or withdrawal.

14. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the Owner, and to complete the work within **150 calendar days** of the date of the Notice to Proceed.

The Bidder further agrees to pay as liquidated damages, the sum indicated in the following Schedule of Liquidated Damages for each consecutive calendar day thereafter, plus any additional costs incurred by the Engineer as provided in Section 17 of the General Conditions, that the Contract remains incomplete. For the purposes of determining the Liquidated Damages for the project, the Original Contract Amount shall be that which is included in the Contract between the Owner and the Contractor for the project.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Daily Charges
From More Than	To and Including	Calendar Day or Fixed Rate
0	25,000	210
25,000	50,000	250
50,000	100,000	280
100,000	500,000	430
500,000	1,000,000	570
1,000,000	2,000,000	710
From More Than	To and Including	Calendar Day or Fixed Rate
2,000,000	5,000,000	1,070
5,000,000	10,000,000	1,420
10,000,000	---0---	1,780

15. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

16. ADDENDA AND INTERPRETATIONS

All questions that arise relating to this solicitation shall be directed in writing to:

Lynette Singleton

purchasing@lhcaz.gov

Administrative Services Department, Procurement Division

Lake Havasu City

2330 McCulloch Blvd. North

Lake Havasu City, AZ 86403

To be considered, written inquiries shall be received by the above-referenced contact by **October 13th, 2022, 3:00 p.m. Arizona Time**. Inquiries received will then be answered in an Addendum. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if issued, will be available to all prospective Bidders, not later than five (5) calendar days prior to the date fixed for the opening of Bids. Failure of any Bidder to incorporate any such Addendum or interpretation shall not relieve such Bidder from any obligation under his/her Bid as submitted. All Addenda so issued shall become part of the Contract documents.

No informal contact initiated by offerors on this solicitation will be allowed with members of City staff from the date of distribution of this solicitation until after the closing date and time for the submissions of quotations. All questions or issues related to this solicitation shall be submitted in writing.

17. CONFLICT OF INTEREST

Pursuant to A.R.S. Section 38-511, this Contract is subject to cancellation by Buyer if any person significantly involved initiating, negotiating, securing, drafting or creating the Contract on behalf of Lake Havasu City is, at any time while the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

18. NO COLLUSION

The bidder will be required to complete, notarize and submit as part of this bid package the "No Collusion Affidavit" form, as attached herein. Failure of the bidder to submit a properly executed affidavit may be grounds for rejection of the bid.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

The bidder will be required to complete, notarize and submit as part of this bid package the "Employer Verification of Employment Eligibility" form, as attached herein. Failure of the bidder to submit a properly executed verification of eligibility form may be grounds for rejection of the bid.

20. EXAMINATION OF THE PLANS AND SPECIFICATIONS

Each Bid shall be made in accordance with the Plans and Specifications which may be examined at the following locations:

- A. Lake Havasu City, 2330 N. McCulloch Boulevard, Lake Havasu City, AZ 86403, 928.855.2116
- B. Dodge Data & Analytics, 3315 Central Avenue, Hot Springs, AR, 71913, 871.375.2946, FAX 501.625.3544, www.construction.com, dodge.bidding@construction.com
- C. Colorado River Building Industry Association, 2182 McCulloch Blvd, Suite 3, Lake Havasu City AZ 86403, 928.453.7755, FAX 928.453.3175, www.criba.org, frontdesk@criba.org
- D. Northern AZ Home Builders, 1500 E. Cedar Avenue, Suite 86, Flagstaff AZ 86004, 928.779.3071, FAX 928.779.4211, www.nazba.org, info@nazba.org
- E. Performance Graphics Blueprinting, 4140 Lynn Drive, Suite 107, Fort Mohave, AZ, 86426, 928.763.6860, FAX 928.763.6835, prints@pgblueprinting.net
- F. Construction Market Data, 30 Technology Parkway South, Suite 500, Norcross, GA 30092-2912, 800.876.4045, FAX 800.303.8629, www.cmdgroup.com, projects@cmdgroup.com
- G. ISqFt, 3301 N 24th Street, Phoenix, AZ, 85016, 800.364.2059, FAX 800.792.7508, www.isqft.com, arizonaplanroom@isqft.com
- H. Integrated Digital Technologies, LLC, 4633 E Broadway Blvd., Tucson, AZ 85711, PO Box 13086, Tucson AZ, 85732, 520.319.0988, FAX, 520.319.1430, www.contractorsplanroom.com, content@idtplans.com
- I. Yuma/Southwest Contractors Association, 350 W. 16th Street, Suite 207, Yuma, AZ 85364, Phone: 928-539-9035, Fax: 928-539-9036, www.yswca.com, plans@yswca.com

- J. Arizona Builders Exchange, 1700 N. McClintock Drive, Tempe, AZ, 85281, (480) 227-2620, www.azbex.com, rkettenhofen@azbex.com
- K. Construction Reports.com, 4110 N Scottsdale Road, Suite 335, Scottsdale, AZ, 85251, 480.994.0020, FAX 480.994.0030, www.constructionreports.com, jess@constructionreports.com
- L. Construction Reporter, 1609 2nd Street NW, Albuquerque, NM, 87102, 505.243.9793, FAX 505.242.4758, www.constructionreporter.com, jane@constructionreporter.com
- M. PlanRoom Central at A&E Reprographics, 1030 Sandretto Drive, Suite F, Prescott, AZ, 86305, 928.442.9116, www.a-erepro.com, planroom1@a-erepro.com
- N. Shirley's Plan Service, 425 S. Plumer Ave, Tucson, AZ, 85719, 520.791.7436, FAX 520.882.9208, www.shirleysplanservice.com, bids@shirleysplanservice.com
- O. Construction Notebook Nevada, 3131 Meade Ave, Suite B, Las Vegas, NV, 89102-7885, 702.876.8660, FAX 702.876.5683, www.constructionnotebook.com
- P. The Blue Book Building & Construction Network, Jefferson Valley, NY 10535, 800.431.2584, www.thebluebook.com, info@thebluebook.com, tdizon@mail.thebluebook.com
- Q. Integrated Marketing Systems (IMS), 945 Hornblend Street, Suite G, San Diego, CA 92109, 888.467.3151, FAX 858.490.8811, www.imsinfo.com , ims@imsinfo.com

** END OF SECTION **

SECTION 00300
BID PROPOSAL

Lake Havasu City, Arizona

The undersigned, as bidder, declares that we have received and examined the documents entitled "**FY 2022-2023 Crack Seal Program, Project No. SM313N**" and will contract with the Owner, on the form of Contract provided herewith, to do everything required for the fulfillment of the contract for the construction of the **FY 2022-2023 Crack Seal Program, Project No. SM313N** at the prices and on the terms and conditions herein contained.

We agree that the Contract Documents include Volumes I and II of the Contract Documents as well as the referenced documents.

We agree that the following shall form a part of this proposal and are included herein as our submittal:

<u>Section</u>	<u>Title</u>	Enclosed
00300	Bid Proposal	✓ _____
00310	Bid Schedule	_____
00400	Arizona Statutory Bid Bond	_____
00420	Bidder's Statement of Qualifications	_____
00430	Affidavit of Contractor Certifying That There Was No Collusion In Bidding For Contract	_____
00450	Hazard Communication Program	_____
00460	Employment Eligibility Verification	_____

We acknowledge that addenda numbers _____ through _____ have been received and have been examined as part of the Contract Documents.

We certify that our proposal is genuine, and not sham or collusive, nor made in the interest or behalf of any undisclosed person, organization, or corporation, and that we have not directly or indirectly induced or solicited any other bidder to put in a sham bid, or directly or indirectly induced or solicited any other potential bidder to refrain from bidding, and that we have not in any manner sought by collusion to secure an advantage over any other bidder.

The bidder agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this bid, Bidder shall execute the formal Contract attached within 10 days and deliver a Performance Bond, Payment Bond, and Certificates of Insurance as required by Paragraph 25 of the General Conditions and the Special Provisions.

We hereby declare that we have visited the site and have carefully examined the Contract Documents relating to the work covered by the above bid or bids.

Enclosed herewith is a certified or cashier's check or bid bond, payable to Lake Havasu City, Arizona, in the amount of ten percent (10%) of the total bid. This check or bond is submitted as a guarantee that we will enter into a Contract, and furnish the required bonds in the event a contract is awarded us. The bid security attached, without endorsement, is to become the property of Lake Havasu City, Arizona, in the event the Contract and Bonds are not executed within the time set forth, as liquidated damages for delay and additional work caused thereby.

Cooperative Use of Contract

This solicitation is being prepared by the City of Lake Havasu, Arizona ("City") for the use of the City. While this solicitation is for the use of the City, other eligible public agencies may have an interest in utilizing the resulting contract. After an award, and with the approval of the bidder, this solicitation may be utilized by eligible public agencies. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Please indicate below your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered a bid response requirement in awarding a contract. If you do not wish to grant such access to other eligible public agencies, please so state in your bid response below. In the absence of a statement to the contrary, the City will assume that you do wish to grant access to any contract that may result from this solicitation.

Bidder hereby grants _____, or does not grant _____, cooperative purchase access to other eligible public agencies.

We understand that Lake Havasu City, Arizona reserves the right to reject any and/or all bids, or to waive any informalities in any bid, deemed by them to be for the best interests of Lake Havasu City, Arizona.

Dated in _____ this _____ day of _____, ____.

Respectfully Submitted By:

By: _____

Title: _____

Name of Firm: _____

Address: _____

Phone: _____ FAX: _____

Email Address: _____

Seal - If bid by a Corporation:

Arizona Contractor's License No.: _____ Type: _____

Federal Tax ID No.: _____

**** END OF SECTION ****

SECTION 00310

BID SCHEDULE
LAKE HAVASU CITY

FY 2022-2023 Crack Seal Program
Project No. SM313N

Lake Havasu City Council
Lake Havasu City
2330 N. McCulloch Boulevard
Lake Havasu City, AZ 86403

The City Council:

Pursuant to request for bids to be opened the 20th day of October, 2022 at 3:00 P.M., Arizona Time, at Room 109 of Lake Havasu City Hall, for the above project, the Contractor proposes to complete work, including furnishing all labor and materials, per the Specifications and Plans at the Following prices.

This Schedule of Items and Prices shall be completed in ink or typed by the Bidding Contractor. In case of discrepancy between the word and figure amount description, the word description shall control extensions.

Prices must be entered for each item and the appropriate subtotal and total blank shall be filled out. Bid prices shall include sales tax and all other applicable taxes and fees.

Bidder agrees to perform all the necessary work to complete the **FY 2022-2023 Crack Seal Program, Project No. SM313N**

SECTION 00310

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE ¹ (Word & Figure Amount)</u>	<u>ITEM TOTAL COSTS ²</u>
BASE BID					
1200.1	Mobilization/Demobilization and miscellaneous work	1	L.S.	\$ _____	\$ _____
00800.1	Crack Sealing Services	315,000	LBS.	\$ _____	\$ _____
2650.1	Traffic Control	160	LANE MILES	\$ _____	\$ _____
				BASE BID TOTAL ³	\$ _____
1300.1	Force Account	1	L.S.	Fifteen Thousand Dollars \$ <u>15,000.000</u>	\$ <u>15,000.00</u>
				BID TOTAL + FORCE ACCOUNT \$	_____

¹ The "Unit Price" column shall indicate unit or lump sum prices for each bid item and shall be indicated in written and numerical form.

² The "Item Total Costs" column shall indicate the extension of the unit prices, which is obtained by multiplying the "Estimated Quantity" column by the "Unit Price" column.

³ The "Bid Total" amount shall be the sum of all costs listed in the "Item Total Costs" column.

The unit prices for **FY 2022-2023 Crack Seal Program, Project No.SM313N**, shall include all labor, materials, water disposal, bailing, shoring, removal, disposal, overhead, profit, insurance, and all other related costs and work to cover the finished work of the several kinds called for. Changes in the Contract shall be processed in accordance with Paragraph 16 of the General Conditions.

Bidder understands that the Owner reserves the right to reject any or all Bids, or portions thereof, and to waive any informalities in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder shall execute the formal Contract attached within 10 days and deliver a Performance Bond, Payment Bond, and Certificates of Insurance as required by Paragraph 25 of the General Conditions and the Special Provisions.

The Bid security attached in the sum of \$ _____ is to become the property of the Owner in the event the Contract and Bond(s) are not executed and provided within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder hereby acknowledges receipt of the following Addenda: ____, ____, ____.

RESPECTFULLY SUBMITTED BY:

BY: _____

TITLE: _____

FIRM: _____

ADDRESS: _____

PHONE: _____ FAX _____

EMAIL: _____

Seal - if Bid by a corporation

AZ Contractor's License No: _____ Type _____

**** END OF SECTION ****

SECTION 00400
ARIZONA STATUTORY BID BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has submitted a bid for

FY 2022-2023 Crack Seal Program, Project No. SM313N

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

Witness our hands this ____day of_____, _____.

PRINCIPAL

SEAL

SURETY

SEAL

By: _____ By: _____
Principal Attorney-in-Fact

Its: _____
Principal's Title Agency of Record

Agency Address

** END OF SECTION **

SECTION 00420
BIDDER'S STATEMENT OF QUALIFICATIONS

The Undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: Lake Havasu City, Arizona
2330 N. McCulloch Boulevard
Lake Havasu City, AZ 86403

SUBMITTED BY: NAME: _____ [] Corporation [] Partnership
ADDRESS: _____ [] Individual [] Joint Venture
PRINCIPAL OFFICE: _____ [] Other

(NOTE: Attach separate sheets as required)

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

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

3. If a Corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President: _____

Vice President(s): _____

Secretary: _____

Treasurer: _____

4. If a Partnership, answer the following:

Date of organization: _____

Type of Partnership: _____

(General/Limited/Assoc.)

Name and Address of all partners.

5. If other than a Corporation or Partnership, describe Organization and name Principals:

6. What percent of the work do you normally perform with your own forces?

List trades:

7. Have you ever failed to complete any work awarded to you? If so, indicate when, where and why:

8. Has any Officer or Partner of your Organization ever been an Officer or Partner of another Organization that failed to complete a construction contract? _____ If so, state circumstances:

9. List major construction projects your Organization has under contract on this date:

Project Name	Name, Email Address & Telephone Number of Owner	Project Location	Contract Amount	Contract Date	Percent Complete	Scheduled Completion

10. List similar construction projects your Organization has completed in the past five years:

Project Name	Name, Email Address & Telephone Number of Owner	Project Location	Contract Amount	Date Awarded	Date Completed	Percent with Own Forces

11. List the construction experience of the principal individuals in your Organization:

Individual's Name	Construction Experience - Years	Within Your Organization		
		Present Position & Years Experience	Dollar Volume Responsibility	Previous Position & Years Experience

12. List states and categories in which your Organization is legally qualified to do business:

13. List all Arizona Contractor licenses currently held by your Organization; the status of each license; and provide a photocopy of each license with your bid proposal.

	<u>License Class / #</u>	<u>Status</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Please attach a list of additional Arizona Contractor licenses, if any.

14. Bank References:

15. Trade References:

16. Name of Bonding and Insurance Companies and Name and Address of Agents: Maximum Bonding Capacity _____

17. The Undersigned agrees to furnish, upon request by the Owner, within seven days after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses), net fixed assets and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares par values, earned surplus).

Date of statement or balance sheet: _____

Name of firm preparing statement: _____

By: _____
(Agent and Capacity)

18. List of Subcontractors. In accordance with paragraph 1.0 of Instructions to Bidders, the following is a breakdown of all subcontractors anticipated to be used for completing this project and their approximate percentage of work to be performed.

The Bidder certifies that all Subcontractors listed are eligible to perform Work on public works projects pursuant to ARS 34-241.

<u>Subcontractor</u>	<u>Description of Work</u>	<u>% of Total Project</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total % of all Subcontractor's work on project

Total % for Prime Contractor

19. Dated at _____ this _ day of _____, _____

Name of Organization: _____

By: _____

Title: _____

** END OF SECTION **

SECTION 00450
HAZARD COMMUNICATION PROGRAM
Lake Havasu City

HAZARD COMMUNICATION PROGRAM FOR _____
(Name of Company)

The purpose of this program is to ensure that potential hazards and hazard control measures for chemicals used by this company are understood by company employees.

The written program is available for employee review at any time. It is located _____ . A copy of the program will be provided to any employee or employee representative, upon request.

CONTAINER LABELING:

_____ will verify that all containers received for use by this company will: (name/title of individual)

- * be clearly labeled as to the contents, matching identification on MSDS;
- * note the appropriate hazard warnings;
- * List the name and address of the manufacturer.

No containers will be released for use until the above data is verified.

MATERIAL SAFETY DATA SHEETS:

Copies of MSDS's for all hazardous chemicals to which employees may be exposed will be kept

_____ will be responsible for ensuring that:
(name/title of individual)

- * MSDS's for the new chemicals are available;
- * MSDS's will be available for review to all employees during each work shift;
- * Copies will be available on request.

EMPLOYEE TRAINING AND INFORMATION:

Each employee will be provided the following information and training before working in areas where hazardous chemicals exist. In addition, if a new hazardous material is introduced into the workplace, affected employees will be given new information and training concerning that material.

A. Minimum Information Provided:

- (1) All operations and locations in the work area where hazardous chemicals are present.

GENERAL INDUSTRY

A. Minimum Information Provided:

- (1) The location and availability of the written hazard communication program, including list(s) of hazardous chemicals used and related material safety data sheets;
- (2) The method the company will use to inform employees of potential hazards of non-routine tasks (jobs that are not routine for an individual because of infrequency, location or type.)

B. Minimum Training Provided:

- (1) Methods and observations used to detect the presence or release of a hazardous chemical in the work area (such as company monitoring programs, continuous monitoring device, visual appearance, odor or to other characteristics of hazardous chemicals;
- (2) The physical and health hazards of chemicals in the assigned work area;
- (3) The measures to take to protect against such hazards, including specific company procedures concerning work practices, emergencies and care and use of protective equipment.
- (4) Details of the company hazard communication program, including explanation of the labeling system, the material safety data sheets, and how to obtain and use the appropriate hazard information.

(OPTIONAL) Upon completion of the training, each employee will sign a form acknowledging receipt of the written hazard communication program and related training.

HAZARDOUS NON-ROUTINE TASKS: (If applicable.)

If company employees are required to do hazardous non-routine tasks, such as welding in confined spaces, or cleaning of tanks, the employer must address how the employees doing the work will be informed about the specific hazards to which they will be exposed, what personal protective equipment will be provided and who will be responsible to oversee the operation or operations. If the company does not have any hazardous non-routine tasks, line through this section and state "NO HAZARDOUS NON-ROUTINE TASKS".

CHEMICALS IN UNLABELED PIPES: (If applicable.)

If the company has chemicals in unlabeled pipes, the company must inform the employees of the hazards associated with those chemicals. If the company does not have any chemicals in unlabeled pipes, line through this section and state "NO CHEMICALS IN UNLABELED PIPES".

INFORMING CONTRACTORS:

Providing contractors and their employees with the following information is the responsibility of _____.

(Name/title of individual)

- (1) Hazardous chemicals to which they may be exposed while on the job site;
- (2) Measures the employees may take to lessen the possibility of exposure;
- (3) Steps the company has taken to lessen the risks;
- (4) Where the MSDS's are for chemicals to which they may be exposed;
- (5) Procedures to follow if they are exposed.

CONTRACTORS INFORMING EMPLOYERS:

Contractors entering this workplace with hazardous materials will supply this employer with MSDS's covering those particular products the contractor may expose this company's employees to while working at this site.

LIST OF HAZARDOUS CHEMICALS IN THIS WORKPLACE

CONTRACTOR:

By: _____

Name: _____

Title: _____

Address: _____

END OF SECTION

LAKE HAVASU CITY
EMPLOYMENT ELIGIBILITY VERIFICATION & FORM

INSTRUCTIONS FOR COMPLETION OF EMPLOYMENT ELIGIBILITY VERIFICATION FORM

WHO MUST COMPLETE THIS FORM:

In accordance with Lake Havasu City Code Chapter 3.30, Employment of Unauthorized Aliens, all contractors and subcontractors furnishing labor, time, or effort for construction or maintenance of any structure, building, transportation facility, or improvements of real property must complete this form.

Contractors or subcontractors, as described above, must certify that they have complied, in good faith, with the applicable requirements of the Federal Immigration Control and Reform Act with respect to the hiring of covered employees. This certification must be executed by an authorized representative.

WHEN THIS FORM MUST BE COMPLETED:

This form must be completed by all contractors and subcontractors and submitted to the City department awarding the contract, license agreement, or lease no later than notification of successful direct selection, bid, request for proposals, request for qualification, or any similar competitive or noncompetitive procurement or bidding process.

**LAKE HAVASU CITY
EMPLOYMENT ELIGIBILITY VERIFICATION & FORM**

LIST OF ACCEPTABLE DOCUMENTS:

LIST A		LIST B		LIST C
Documents that Establish Both	OR	Documents that Establish	AND	Documents that Establish
U.S. Passport (unexpired or expired)		Driver's license or ID Card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth		U.S. social security card issued by the Social Security Administration
Certificate of U.S. Citizenship		ID card issued by a federal, state or local government agencies or entities, provided it contains a photograph or information		Certification of Birth Abroad issued by the Department of State
Certificate of Naturalization		School ID card with photograph		Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying
Unexpired foreign passport with I-551 stamp or attached federal Form I-94		Voter's registration card		Native American tribal document
Permanent Resident Card or Alien		U.S. Military card or draft record		U.S. Citizen ID Card
Unexpired Temporary		Military dependent's ID card		ID Card for the use of Resident Citizen in the
Unexpired Employment		U.S. Coast Guard Merchant Mariner Card		Unexpired employment authorization document issued by DHS
Unexpired Reentry		Native American tribal		
Unexpired Refugee Travel Document		Driver's license issued by a		
Unexpired Employment Authorization Document issued by DHS that contains a		For persons under age 18 who are unable to present a document listed above: School record or report card; Clinic.		

LAKE HAVASU CITY
EMPLOYER VERIFICATION OF EMPLOYMENT ELIGIBILITY & FORM

The undersigned attests under penalty of perjury, that they have reviewed the documents presented to them by their employees, and that the documents provided to the undersigned by their employees, as more particularly identified in the attached exhibit entitled "list of acceptable documents" appear to be genuine and appear to relate to the employee name, and to the best of the undersigned's knowledge, the employee is eligible to work in the United States based upon the undersigned's review of the documents presented.

Signature of Authorized Representative of Covered Employer/Contractor/Subcontractor	Print Name	Title
Business or Organization Name	Business Phone Number	Date (month/date/year)
Address (Street Name and Number)		
City, State, Zip Code		

SECTION 00500
CONTRACT

THIS CONTRACT is entered into by and between LAKE HAVASU CITY, ARIZONA, a municipal corporation ("OWNER"), and _____a(n) ARIZONA corporation, **Federal I.D. #** ("CONTRACTOR").

WHEREAS, OWNER has developed plans for and desires to commence the Havasupai Wash #3, Project No. SM313N ("PROJECT"); and

WHEREAS, CONTRACTOR represents that it possesses the experience, competence, equipment and financing to properly complete the PROJECT, and has formally proposed to do so, and to furnish all necessary labor, materials, and equipment and services therefore in accordance with said plans, and subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of these promises and the mutual covenants herein, it is hereby agreed as follows:

1. CONTRACTOR shall commence and complete the construction of the PROJECT;
2. CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT.
3. CONTRACTOR shall commence the PROJECT in accordance with the CONTRACT DOCUMENTS within TEN (10) calendar days after the date of the Notice to Proceed. Final completion of the PROJECT shall occur within **120 calendar days** of the date of the Notice to Proceed. The period for completion may be extended through the authorized and approved change order process.
4. Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this CONTRACT and that OWNER will suffer financial loss if the PROJECT is not completed within the time specified in paragraph 3 above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental and any other losses or damages) suffered by OWNER if a complete acceptable PROJECT is not delivered on time.

Accordingly, and instead of requiring proof of such losses or damages, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the OWNER **\$XXX** for each calendar day that expires after the time specified in paragraph 3 for delivery of acceptable Bid Items, plus any costs incurred by the Engineer as provided in Section 17 of the General Conditions.

5. CONTRACTOR agrees to complete the PROJECT in accordance with all of the terms and conditions of the CONTRACT DOCUMENTS for the sum of **\$XXXXX** as shown in the

Bid Schedule.

6. CONTRACTOR shall submit a completed Section 00450 entitled Hazard Communication Program with the executed copy of this CONTRACT.

7. The term "CONTRACT DOCUMENTS" means and includes the following:

- 00020 Notice Inviting Bids
- 00100 Information for Bidders
- 00300 Bid Proposal
- 00310 Bid Price Schedule
- 00400 Bid Bond
- 00420 Bidder's Statement of Qualifications
- 00430 Bidder's Affidavit of No Collusion
- 00450 Hazard Communication Program
- 00460 Employment Eligibility Verification
- 00500 CONTRACT
- 00500A Indemnification and Insurance Requirements
- 00500B Contractor Claim Handling Procedure
- 00510 Arizona Statutory Performance Bond
- 00520 Arizona Statutory Payment Bond
- 00670 Notice of Award
- 00680 Notice to Proceed
- 00685 Certificate of Substantial Completion
- 00690 Certificate of Final Completion
- 00700 General Conditions
- 00800 Special Provisions
 - Technical Specifications and Details
 - Construction Contract Drawings
 - Change Orders
 - Lien Releases (Conditional and Final)
 - Addenda

8. OWNER shall pay CONTRACTOR in the manner and at such times as set forth in the General Conditions and in such amounts as required by the CONTRACT DOCUMENTS.

9. In the event CONTRACTOR fails to perform any portion of the PROJECT or satisfy any term or condition of the CONTRACT DOCUMENTS, OWNER may at its sole discretion file notice and/or claim of such failure with CONTRACTOR'S surety.

10. Israel. If applicable, Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in, a boycott of goods and services from Israel, as defined in A.R.S. § 35-393.

11. Export Administration Act. The CONTRACTOR warrants compliance with the Export Administration Act.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this CONTRACT in two (2) copies, each of which shall be deemed an original. The last date of signature shall be the effective date of this CONTRACT.

OWNER:

Lake Havasu City, Arizona

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Lake Havasu City Attorney's Office

By: _____

Date: _____

CONTRACTOR:

By: _____

Date: _____

Name/Title: _____

Address: _____

ATTEST:

BY: _____

Name/Title: _____

** END OF SECTION **

LAKE HAVASU CITY CONSTRUCTION CONTRACT
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(long form)

I. INDEMNIFICATION

Contractor shall indemnify and hold harmless City, its officers, employees and volunteers from and against any and all liabilities, damages, losses, and costs, including reasonable attorney's fees, but only to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Contractor or other persons employed or used by the Contractor in the performance of this Contract. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

II. INSURANCE REQUIREMENTS

A. CONTRACTOR and its subcontractors shall 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, its agents, representatives, employees or subcontractors.

B. The insurance requirements herein are minimum requirements for this CONTRACT and in no way limit the indemnity covenants contained in this CONTRACT. City in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under this CONTRACT by the CONTRACTOR, its agents, representatives, employees or subcontractors, and CONTRACTOR is free to purchase additional insurance.

C. MINIMUM SCOPE AND LIMITS OF INSURANCE: CONTRACTOR shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- | | |
|---|-------------|
| a. General Aggregate | \$5,000,000 |
| b. Products – Completed Operations Aggregate | \$5,000,000 |
| c. Personal and Advertising Injury | \$5,000,000 |
| d. Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| e. Fire Legal Liability | \$50,000 |
| f. Each Occurrence | \$5,000,000 |

- i. The policy shall be endorsed to include the following additional insured language: "**Lake Havasu City, its**

00500A-1

departments, agencies, boards, commissions, and its officers, officials, agents, volunteers and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONTRACTOR."

- ii. Policy shall contain a waiver of subrogation against Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers and employees for losses arising from work performed by or on behalf of the CONTRACTOR.
- iii. Completed operations coverage shall remain effective for at least two years following expiration of CONTRACT.

2. Business Automobile Liability

a. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this CONTRACT.

Combined Single Limit (CSL) \$1,000,000

- i. The policy shall be endorsed to include the following additional insured language: "Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONTRACTOR, involving automobiles owned, leased, hired or borrowed by the CONTRACTOR."
- ii. Policy shall contain a waiver of subrogation against Lake Havasu City, its departments, agencies, boards, commissions, and its officers, officials, agents, volunteers and employees for losses arising from work performed by or on behalf of the CONTRACTOR.

3. Workers' Compensation and Employers' Liability

a. Workers' Compensation	Statutory
b. Employers' Liability Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- i. Policy shall contain a waiver of subrogation against Lake Havasu City, its departments, agencies, boards,

commissions, and its officers, officials, agents, volunteers and employees for losses arising from work performed by or on behalf of the CONTRACTOR.

- ii. This requirement shall not apply if exempt under A.R.S. Section 23-901.

4. Professional Liability (Errors and Omissions Liability) (if applicable)

- a. Each Claim \$1,000,000
- b. Annual Aggregate \$2,000,000

- i. In the event that the professional liability insurance required by this CONTRACT is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy shall precede the effective date of this CONTRACT; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this CONTRACT is completed.
- ii. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this CONTRACT.

5. Builders' Risk (Property) Insurance (Vertical Construction Only)

a. CONTRACTOR shall purchase and maintain, on a replacement cost basis Builders' Risk insurance in the amount of the initial CONTRACT amount as well as subsequent modifications thereto, including modifications through Change Order, for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than CITY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of CITY, CONTRACTOR and any tier of CONTRACTOR's subcontractors in the work during the life of the CONTRACT and course of construction, and shall continue until the work is completed and accepted by CITY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the buildings or structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full CONTRACT amount, unless otherwise required by the Contract documents or amendments thereto.

b. Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings or structures and shall

insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for architects' and engineers' services and expenses, and other "soft costs," required as a result of such insured loss.

c. Builders' Risk insurance must provide coverage from the time any covered property falls within CONTRACTOR's control and/or responsibility and continue without interruption during construction or renovation or installation, including any time during which covered property is being transported to the construction or installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof is occupied. Builders' Risk insurance shall be primary and not contributory.

d. If the CONTRACT requires testing of equipment or materials or other similar operations, at the option of CITY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

6. Contractor's Personal Property

CONTRACTOR and each of its subcontractors and suppliers shall be solely responsible for any loss or damage to its or their personal property and that of their employees and workers, including, without limitation, property or materials created or provided pursuant to this CONTRACT, any subcontract or otherwise, its or their tools, equipment, clothing, fencing, forms, mobile construction equipment, scaffolding, automobiles, trucks, trailers or semi-trailers including any machinery or apparatus attached thereto, temporary structures and uninstalled materials, whether owned, used, leased, hired or rented by CONTRACTOR or any subcontractor, consultant or supplier or employee or worker (collectively, "Personal Property"). CONTRACTOR and its subcontractors, consultants and suppliers, at its or their option and own expense, may purchase and maintain insurance for such Personal Property and any deductible or self-insured retention in relation thereto shall be its or their sole responsibility. Any such insurance shall be CONTRACTOR's and the subcontractors', suppliers' volunteers and employees' and workers' sole source of recovery in the event of loss or damage to its or their Personal Property. Any such insurance purchased and maintained by CONTRACTOR and any subcontractor, consultant or supplier shall include a waiver of subrogation as to Owner. CONTRACTOR waives all rights of recovery, whether under subrogation or otherwise, against all such parties for loss or damage covered by CONTRACTOR's property

insurance. CONTRACTOR shall require the same waivers from all subcontractors and suppliers and from the insurers issuing property insurance policies relating to the Work or the Project purchased and maintained by all subcontractors and suppliers. The waivers of subrogation referred to in this subparagraph shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property which is the subject of the loss or damage.

7. Theft, Damage, or Destruction of Work

In the event of theft, damage or destruction of the Work, CONTRACTOR will re-supply or rebuild its Work without additional compensation and will look to its own resources or insurance coverages to pay for such re-supply or rebuilding. CONTRACTOR will promptly perform, re-supply or rebuild, regardless of the pendency of any claim by CONTRACTOR against any other party, including Owner, that such party is liable for damages, theft or destruction of CONTRACTOR's Work. This subparagraph shall apply except to the extent that the cost of re-supply or rebuilding is paid by Owner's builder's risk insurance; in such event, Owner waives (to the fullest extent permitted by the builder's risk policy) all rights of subrogation against CONTRACTOR and each of its subcontractors to the extent of such payment by Owner's builder's risk insurer.

- D. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:
1. Lake Havasu City, its departments, agencies, boards, commissions and its officers, officials, agents, volunteers and employees wherever additional insured status is required. Such additional insured shall 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.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this CONTRACT.
- E. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this CONTRACT shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) business days

written notice to City. Such notice shall be mailed directly to Lake Havasu City, Community Investment Department, Procurement Division, 2330 McCulloch Blvd. North, Lake Havasu City, AZ 86403 and shall be sent by certified mail, return receipt requested.

- F. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A-VII. CITY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.
- G. VERIFICATION OF COVERAGE:
1. CONTRACTOR shall furnish CITY with certificates of insurance as required by this CONTRACT. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and the Project/contract number and project description shall be noted on the certificate of insurance.
 2. All certificates and endorsements are to be received and approved by CITY at least ten (10) days 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.
 3. All renewal certificates required by this CONTRACT shall be sent directly to Lake Havasu City, Community Investment Department, Procurement Division, 2330 McCulloch Blvd. North, Lake Havasu City, AZ 86403. The Project/contract number and project description shall be noted on the certificate of insurance. CITY reserves the right to require complete, certified copies of all insurance policies required by this CONTRACT at any time.
- H. SUBCONTRACTORS: CONTRACTOR's certificate(s) shall include all subcontractors as insureds under its policies **or** CONTRACTOR shall furnish to CITY separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- I. APPROVAL: Any modification or variation from the insurance requirements in this CONTRACT must have prior approval from the CITY's Human Resources/Risk Management Division, whose decision shall be final. Such action will not require a formal CONTRACT amendment, but may be made by administrative action.

- J. EXCEPTIONS: In the event the CONTRACTOR or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.