Boys & Girls Clubs of the Valley
Jerry & Helen Wisotsky/Peoria Branch
Facility Rehabilitation Project:

Plumbing: Handwashing Stations

Request for Bids

Release Date:
April 5, 2023

Statement of Purpose
Through this request for bids, **Boys & Girls Clubs of the Valley,** herein referred to as the Owner, is seeking the services of licensed specialty contractors, with the best favorable competitive rates and to provide all qualified businesses, including those that are owned by minorities, women, persons with disabilities and/or small business enterprises the opportunity to do business with **Boys & Girls Clubs of the Valley**.

Notice is hereby given that the Owner will receive Bids for furnishing of labor, materials and services for the construction entitled:

Boys & Girls Clubs of the Valley
Jerry & Helen Wisotsky/Peoria Branch
Rehabilitation Project:

Plumbing: Handwashing Stations

Location:
Jerry & Helen Wisotsky/Peoria Branch
11820 N. 81st Ave
Peoria, AZ 85345

This rehabilitation project must follow the guidelines listed herein as it a federally funded.

Invitation to Bid:
Your firm is invited to submit an offer for the project detailed below to **Boys & Girls Clubs of the Valley**: **Jerry & Helen Wisotsky/Peoria Branch Rehabilitation Project: Plumbing** on or before **2:00 pm, Thursday, April 20, 2023, at 4309 E. Belleview St., Building 14, Phoenix, AZ 85008.**

We are seeking to give all qualified businesses, including those that are owned by minorities, women, persons with disabilities and small business enterprises the opportunity to do business with the Owner.

To be classified in a particular racial/ethnic category, a business entity must be 51% or more owned and controlled by a single racial/ethnic group.

Project: Plumbing
Handwashing Station

The project includes removal of existing water drinking fountains from current location in the cafeteria, purchase and installation of 3- station trough stainless steel sink with faucets hand washing station. All work shall be up to current code and tested.

Work will include

- Removal of existing water drinking fountains
- Run hot water supply from kitchen
- Move both cold water line and drain line from current location
- Patching and touch up painting
- Wall repairs

Bid Instructions

A. A recommended **pre-bid conference** will be held at the **Jerry & Helen Wisotsky/Peoria Branch,** which is located at **11820 N. 81st Ave. Peoria, AZ. 85345** on **Thursday, April 13, 2023 at 9:00am. Attendance of bidders is highly encouraged.** The purpose of this meeting will be to clarify the contents of the invitation to bid to prevent any misunderstanding of the work requested. A Labor Standard Compliance representative will be available to answer questions as it relates to Federal required Wage Determination/Labor Standards.

B. A site walk-thru will immediately follow the recommended pre-bid meeting scheduled for **Thursday, April 13, 2023 immediately following the** recommended **pre-bid meeting**. **DO NOT ATTEMPT TO VISIT THE SITE AT ANY OTHER TIME without written consent from Chilo Figueroa.**

C. Subcontractor Listing
If applicable, include a complete list of proposed subcontractors listing a single contractor for each trade required to complete the scope of work for the specialty project in the bid package.

D. Bid Submissions must be received at **4309 E. Belleview St., Building 14, Phoenix, AZ 85008** location, no later than **Thursday, April 20, 2023 at 2:00 pm.** No faxes or emails will be accepted. Bids shall be date/time stamped by the Owner. Bids must be for a not to exceed fixed price. All bids shall require cost breakdown, in a sealed envelope, in whole dollar amounts including all applicable taxes and fees labeled:.

To: **Boys & Girls Clubs of the Valley**
4309 E. Belleview St., Building 14
Phoenix, AZ 85008

Bid For: **Boys & Girls Clubs of the Valley Jerry & Helen Wisotsky/ Peoria Branch Rehabilitation Project:**
Plumbing

Bidder: **Bidder's Name**
Bidder's Address
Bidder's License Number

The Bid Submission envelope shall include:
1. Contractor Contact Information (Appendix A)
2. Contractor Business References (Appendix B)
3. Bid Form (Appendix C)
4. Photocopy of Contractor's License;
5. Proposed Subcontracts Breakdown (Appendix D if needed)

E. Any bids received after closing time will be returned unopened. The Owner reserves the right to reject any or all Bids and to reject Bids not accompanied by attachments required by the Bidding Documents or data required by the Bidding Documents or in any way incomplete or irregular. The Owner shall have the right to waive any informality or irregularity in any Bid received.

F. Bids received in accordance with this Invitation for Bids will be publicly opened at **2:05 pm on Thursday, April 20, 2023 at 4309 E. Belleview St., Building 14, Phoenix, AZ 85008** where the names of the bidders and the bid amount will be announced.

G. Your offer will be required to be submitted under a condition of irrevocability for a period of forty-five (45) calendar days after the date of bid opening. It is the intent of the Owner to award a contract to the bidder whose bid is most responsive to the solicitation and is most the most responsible considering price, quality, and other factors such as competency and performance history of bidder, is judged reasonable, and does not exceed the funds available.

Qualification of Contractors

1. By signing the bid proposal, the Bidder proclaims that the proposal is made without any understanding, agreement or connection with any other person, firm or corporation offering a proposal for the same purpose and that his proposal is in all respects fair and without collusion or fraud.
2. Disqualification - The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Bidder.
3. The bidder by making a bid represents that:
    a. The bidder has read and understands the bid documents or contract documents, to the extent that such documentation relates to the work for which the bid is submitted, and for other portions of the project, if any, being bid concurrently or presently under construction.
    b. The bid is made in compliance with the bid documents.
    c. The bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the bidder's personal observations with the requirements of the proposed contract documents.
    d. The bid is based upon the materials, equipment and systems required by the Bidding Documents without exception. The bid documents shall be examined carefully, including any addenda. Bidder agrees that he/she has familiarized themselves with them, and that the submitted bid includes all work described in construction project manual and related documents, including all City of Peoria permitting fees, inspections, addenda, etc. Failure to include all addenda shall be grounds for rejection of the bid.

Material Terms and Conditions of the bid selection criteria will include the following:

1. Completeness and responsiveness of bid package;
2. Lowest, competent fixed price

Include in the proposal the cost of all permits, fees, materials, labor, etc., which may be required.

The Contractor shall be prepared to enter into and execute a Contract if awarded on the basis of his/her proposal and to furnish guaranty bonds, insurance certifications and other required documentation within ten (10) business days of the Notice of Award.

The Contractor shall be prepared to begin construction within 10 (ten) business days from the date established in the Notice to Proceed.

A. PROTESTS

1. Any actual or prospective Bidder may protest the Invitation for Sealed Bids process of the award of a contract on the grounds that the Owner has substantially failed to follow the standards set forth in the Sealed Bid Instructions, or has violated Federal procurement regulations. Protestors may file a protest with respect to any phase of the solicitation or award, including, without limitation, Sealed Bid solicitation; determination of Bidder responsibility or Bidder responsiveness; and contract award.
2. If the protest is made by a potential Bidder that has not submitted a Sealed Bid, the protest shall be limited to a challenge of the notice procedures followed by the Owner. This right to protest shall not apply to protest regarding the denial of a request for a release from bid.
3. The Owner may make a determination that the Sealed Bids received are non-responsive or that the highest rated Bidder is non-responsible. Upon making a determination of non-responsibility with respect to the highest rated Bidder. The Owner shall notify the affected Bidder in writing of that determination.
4. The notification shall state the reasons upon which the determination is based. In addition, the notification shall advise the Bidder of the time period within which a formal written protest (the "Protest") may be filed and of the requirements for filing such Protest. The Owner is not required to provide written notice of determinations of non-responsiveness.
5. To expedite handling of Protest, a protester shall address its envelope to the Owner, and such envelope be labeled "Protest." The Protest shall include, without limitation, the following information:
    - **a.** The name, address and telephone number of the protester;
    - **b.** Appropriate identification of the procurement;
    - **c.** A statement of the reason for the Protest;
    - **d.** Supporting exhibits and documentary evidence to substantiate any arguments;
    - **e.** The form of relief requested.
6. Any protests concerning this Sealed Bid must be delivered in writing within ten (10) calendar days of the Contract Award Notice to:

    Chilo Figueroa
    Boys & Girls Clubs of the Valley
    4309 E. Belleview St., Building 14, Phoenix, AZ 85008

7. A Protest is considered filed when such Protest is received as instructed above. Protests received after the prescribed period shall not be considered unless the Owner, in its sole discretion, determines that good cause is shown for considering the late Protest.
8. Any additional information reasonably requested by the Owner must be submitted within the time period established by the Owner in order to expedite consideration of the Protest. Failure of a protester to comply with a request for information within the specified time period may result in a resolution of the Protest without consideration of any information subsequently submitted by the protester in an untimely manner.
9. The Owner shall make a decision on a Protest within ten (10) calendar days after receiving all relevant information requested of the protester. The Owner's representative may, at the agency's sole discretion, meet with the protester and any other affected party to discuss the Protest.
10. If a Protest is granted (i.e. sustained in favor of the protester), the Owner shall so notify the protester in writing and remedies appropriate to comply with the Protest decision shall be implemented.

Notice of Federal Funds and Requirements

A. This project is funded by a 2022-2024 Community Development Block Grant funding awarded to the Owner by the City of Peoria.

B. Federal Labor Standard Wages are applicable for this federally funded project. Wage determination for this project is attached and will also be made available at the recommended pre-bid meeting**.** Payment of Davis Bacon Labor Standards wages is required under this contract. Contractor will adhere to Davis Bacon Labor Standards wage determination and submit weekly payroll reports electronically to the City of Peoria through the LCP Tracker Labor Standards System. A General Decision setting the wage rate will be issued during the Pre-Bid Meeting. Potential bidders will be provided with wage rate addendums, if any, during the bidding period. Wage rates for the project(s) will be "locked-in" 10 days prior to the established bid opening date.

   The following paragraph must be incorporated into all subcontractor agreements:

   THIS PROJECT IS FUNDED IN PART WITH FEDERAL FUNDS. AS A RESULT, DAVIS BACON LABOR STANDARD WAGES APPLY. ALL CONTRACTORS AND SUBCONTRACTORS MUST PAY WORKERS PREVAILING WAGES AND FRINGE BENEFITS AS DETERMINED BY THE FEDERAL GOVERNMENT. THIS PROVISION MUST BE INCLUDED IN ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS.

C. The successful general contractor and all sub-contractors are required to register on the System for Award Management or SAM.gov website, the Official U.S. Government system that tracks federal contracts, including City of Peoria CDBG contracts. The selected contractor of this Request for Bid will be required to register in SAM.gov prior to receiving a contract. All firms must not be debarred or ineligible to receive federal funds. Registration in SAM is not required prior to submitting a bid.

"General Decision Number: AZ20230031 02/03/2023

Superseded General Decision Number: AZ20220031

State: Arizona

Construction Type: Building

County: Maricopa County in Arizona.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	01/20/2023

ASBE0073-002 08/01/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 46.31	15.05

BOIL0627-001 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 36.07	30.59

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* BRAZ0003-009 07/01/2022

	Rates	Fringes
BRICKLAYER	$ 31.53	6.05

ZONE PAY:

(Radius miles from the intersection of Central Ave. and Washington St., Phoenix, AZ)

Zone A: 0-60 miles- Base Rate
Zone B: 61-75 miles- Base Rate plus $2.00 per hour
Zone C: 75-100 miles- Base Rate plus $3.00 per hour
Zone D: 101-200 miles- Base Rate plus $3.50 per hour
Zone E: Over 200 miles- Base Rate plus $6.50 per hour

CARP0408-009 07/01/2022

	Rates	Fringes
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, and Metal Stud Installation)	$ 31.95	13.62

CARP1327-001 07/01/2019

	Rates	Fringes
CARPENTER (Drywall Hanging Only)	$ 26.24	8.86

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* ELEC0640-005 01/01/2023

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring; Excludes Installation of Alarms and Sound and Communication Systems)	$ 33.10	13.58

ENGI0428-012 06/01/2022

	Rates	Fringes

POWER EQUIPMENT OPERATOR
(1) Oiler.....$ 30.14 12.57
(2) Crane under 15 tons.....$ 33.41 12.57
(3) Crane,15 tons to 100 tons, Tower Crane.....$ 34.49 12.57
(4) Crane, 100 tons and over.....$ 35.52 12.57

IRON0075-011 08/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL	$ 28.50	18.16

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

LABO1184-010 06/01/2021

	Rates	Fringes
LABORER (MASON TENDER-BRICK)	$ 21.63	6.27

PAIN0086-006 06/30/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER		
ZONE A	$ 23.55	7.49
ZONE B	$ 27.05	7.49

ZONE PAY:

ZONE A: Free Zone: A distance of 0 to 100 miles from the old Phoenix courthouse.

ZONE B: A distance of 101 miles and over from the old Phoenix courthouse: $3.50 per hour over ZONE A

PLAS0394-001 07/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 25.08	8.57

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* PLUM0469-002 07/01/2022

	Rates	Fringes
PLUMBER/PIPEFITTER		
Coconino, Maricopa, and Yuma	$ 42.35	17.75
Pima	$ 42.35	17.75

SFAZ0669-001 01/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 37.29	26.14

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* SHEE0359-002 07/01/2022

	Rates	Fringes
SHEET METAL WORKER: (HVAC Duct Installation Only)		
Zone 1	$ 40.82	19.04

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* SUAZ2012-020 05/30/2012

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC	$ 21.14	3.14
CARPENTER (Form Work Only)	$ 19.67	5.45
CARPENTER (Metal Stud Installation)	$ 16.23	0.00
CAULKER	$ 16.01 **	0.00
ELECTRICIAN (Alarm Installation)	$ 18.31	4.68
ELECTRICIAN (Installation of Sound and Communication Systems)	$ 17.20	2.87
FIREPROOFER	$ 15.00 **	0.00
GLAZIER	$ 18.67	1.44
INSTALLER - SIGN	$ 19.16	3.58
INSULATOR - BATT	$ 11.96 **	3.06
IRONWORKER, REINFORCING	$ 14.92 **	0.00
LABORER: Asphalt Raker	$ 15.18 **	1.30
LABORER: Common or General	$ 13.80 **	2.24
LABORER: Concrete Saw (Hand Held/Walk Behind)	$ 21.00	7.37
LABORER: Fence Erection	$ 19.73	0.00
LABORER: Landscape & Irrigation	$ 11.33 **	0.43
LABORER: Mason Tender - Cement/Concrete	$ 15.24 **	3.90
LABORER: Pipelayer	$ 15.10 **	0.85
LABORER: Plaster Tender	$ 12.00 **	0.00
LABORER: Power Tool Operator	$ 14.85 **	4.20
LATHER	$ 16.15 **	0.00
MASON - STONE	$ 18.48	0.82
MILLWRIGHT	$ 20.00	2.87

OPERATOR:
Backhoe/Excavator/Trackhoe.....$ 19.20 2.47

OPERATOR: Bulldozer.....$ 21.12 6.14

OPERATOR: Drill Rig Caissons....$ 19.06 2.39

OPERATOR: Drill.....$ 19.16 0.00

OPERATOR: Forklift.....$ 17.36 0.00

OPERATOR: Grader/Blade.....$ 21.00 7.07

OPERATOR: Loader (Front End)....$ 18.55 0.95

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....$ 21.09 3.96

OPERATOR: Roller.....$ 25.00 0.00

OPERATOR: Scraper.....$ 21.41 0.00

OPERATOR: Screed.....$ 22.17 4.42

OPERATOR: Trencher.....$ 15.01 ** 0.58

PAINTER: Brush, Roller,
Spray and Steel.....$ 16.53 2.63

PLASTERER.....$ 16.71 0.00

ROOFER, Includes
Waterproofing, and
Installation of Metal Roofs.....$ 16.71 1.67

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....$ 18.85 2.79

TERRAZZO WORKER/SETTER.....$ 21.13 0.00

TILE FINISHER.....$ 12.50 ** 0.00

TILE SETTER.....$ 15.00 ** 0.00

TRUCK DRIVER: Dump Trucks.....$ 15.55 ** 1.42

TRUCK DRIVER: Pickup Truck.....$ 11.00 ** 0.87

TRUCK DRIVER: Water Truck.....$ 17.72 4.21

TRUCKDRIVER: 3 and 4 Axle.....$ 19.29 1.36

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

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($16.20) or 13658
($12.15). Please see the Note at the top of the wage
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ASSURANCES OF COMPLIANCE WITH FEDERAL AND STATE LAWS
Attachment to Contract with Successful Bidder

During the performance of work under this contract, _____ (Vendor) and all sub-vendors certify compliance with the following mandatory regulations:

A. Equal Employment Opportunity. Comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Vendor will consider each applicant for employment on the basis of his or her qualifications for the job and without regard to race, color, religion, gender, marital status, age, or national origin. Nor will the Vendor discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified.

Every effort will be made to insure that appointments, promotions, reclassifications, transfers, compensation, training, layoffs, terminations or any other type of personnel actions are based on merit, fitness or other factors determined to be free of discrimination. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor/supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. The Vendor further agrees that this clause will be incorporated in all subcontracts or job-consultant Contracts related to this Contract." The County, State and HUD are beneficiaries of this Section and are entitled to enforce it. The Vendor shall also comply with all applicable local, state and federal fair employment laws and regulations.

B. Davis-Bacon Act, as amended (40 U.S.C. § 276a to a-7). When required by Federal program legislation, for all construction contracts of more than $2,000, comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. The Owner must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract will be conditioned upon the acceptance of the wage determination. The Owner must report all suspected or reported violations to the County, State, City of Peoria and HUD.

C. Section 3 Regulations as set forth in 24 CFR 135. The Vendor shall incorporate or cause to be incorporated into any contract or subcontract for work pursuant to an Agreement in excess of $100,000 cost, a requirement that all contractors and subcontractors provide the County, State and City of Peoria with completed Section 3 Project Monthly Summary Reports in the form prescribed by the City of Peoria during the rehabilitation of the Project as a condition of obtaining a Certificate of Completion, and will include in such contracts the following clause:

"EMPLOYMENT OF PROJECT AREA RESIDENTS AND CONTRACTORS (Section 3)

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u ("Section 3"). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible,

be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

c. The Vendor agrees to send to each labor organization or representative of workers with which the Vendor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Vendor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site which both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Vendor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Vendor will not subcontract with any subcontractor where the Vendor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

e. The Vendor will certify that any vacant employment positions, including training positions, that are filled (1) after the Vendor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Vendor's obligations under 24 C.F.R. Part 135.

f. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."

The Vendor agrees to be bound by the above Section 3 clause with respect to the Vendor's own employment practices when participating in federally-assisted work and to the greatest extent feasible, provide employment and training opportunities to qualified residents and businesses in the vicinity of the project.

Dodd-Frank Act pursuant to authority of section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203). Section 1497, Paragraph 8: An eligible entity receiving a grant under this section shall, to the maximum extent feasible, provide for the hiring of employees who reside in the vicinity, as such term is defined by the Secretary, of projects funded under this section or contract with small businesses that are owned and operated by persons residing in the vicinity of such projects.

D. Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276c). For all contracts and subgrants in excess of $2,000 for construction or repair, comply with the Copeland "Anti- Kickback" Act (18 U.S.C. § 874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Vendors and Sub-vendors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Vendor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient will report all suspected or reported violations to HUD.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327 through 333). Where applicable, for all contracts in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts that involve the employment of mechanics or laborers, comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of forty (40) hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of forty (40) hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Clean Air Act (42 U.S.C. § 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended. For contracts in excess of $100,000, comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). Violations must be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

G. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). For Vendors who apply or bid for an award of $100,000 or more, 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 must 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.

Anti-Lobbying Certification. The Vendor certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Vendor 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-vendors shall certify and disclose accordingly.

4. 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.

H. Debarment and Suspension (E.O. 12549 and E.O. 12689). Provide the required certificates regarding their exclusion status and that of their principal employees. No contract may be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689, "Debarment and Suspension," as set forth in 24 C.F.R. Part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Vendors declared ineligible under statutory or regulatory authority other than E.O. 12549. Vendors with awards that exceed the small purchase threshold may provide the required certification regarding their exclusion status and that of their principal employees.

I. Drug-Free Workplace Requirements. Comply with the Drug-Free Workplace Act of 1988 (42 U.S.C. § 701) and certify that they will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules set forth in 24 C.F.R. Part 24, Subpart F.

This certification is a material representation upon which reliance is placed by the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

1. The Vendor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   b. Informing employees about:

      1. The dangers of drug abuse in the workplace;
      2. The Vendor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation and employee assistance programs; and
      4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

      1. Abide by the terms of the statement; and
      2. Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;

2. Notifying Boys & Girls Clubs of the Valley within ten days after receiving notice under subparagraph (d)(2) from an employee of otherwise receiving actual notice of such conviction;

3. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

   a. Taking appropriate personnel action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;

4. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), and (d).

J. Compliance with Federal and State Immigration Laws.

1. Vendor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City of Peoria or their agents to inspect personnel records to verify such compliance. Vendor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States.

2. Under the provisions of A.R.S. §41-4401, Vendor hereby warrants to Boys & Girls Clubs of the Valley and the cities that the Vendor and each of its sub-vendors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) ("Vendor Immigration Warranty").

3. A breach of the Vendor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Vendor to penalties up to and including termination of this Agreement at the sole discretion of Boys & Girls Clubs of the Valley and/or the City of Peoria.

4. Boys & Girls Clubs of the Valley and the City of Peoria retain the legal right to inspect the papers of any employee of Vendor or any sub- vendor who works under this Agreement to ensure that the Vendor or SubVendor is complying with the Vendor Immigration Warranty. Vendor agrees to assist Boys & Girls Clubs of the Valley and/or the City of Peoria in the conduct of any such inspections.

5. Boys & Girls Clubs of the Valley or the City of Peoria may, at its sole discretion, conduct random verification of the employment records of the Vendor and any sub-vendor to ensure compliance with the Vendor Immigration Warranty. Vendor agrees to assist the Boys & Girls Clubs of the Valley and/or the City of Peoria in performing any random verification performed.

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

7. The provisions of this Article must be included in any contract the Vendor enters into with any and all of its sub-vendors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Vendor or sub-vendor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

K. **Asbestos Abatement**. The Vendor agrees to comply fully with the National Emission Standard for Hazardous Air Pollutants (NESHAP) asbestos regulation (Title 40 CFR, Part 61 Subpart M), the Maricopa County Air Pollution Control Regulations Rule 370, Section 301.8, and the Occupational Safety and Health Administration (OSHA) asbestos regulation (29 CFR 1926.1101 Asbestos).

L. **Access To Records And Records Retention**. The Vendor agrees as follows:

1. The Vendor agrees to permit Boys & Girls Clubs of the Valley, the City of Peoria, U. S. Department of Housing and Urban Development (HUD), and the Office of the Inspector General and/or their designated representatives to have access to all any books, documents, papers and records of the Vendor or sub-vendor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcriptions.

2. The Vendor agrees to retain all records for at least six years following the "Official Closeout" date of the grant or the resolution of all audit findings, payments and all other pending matters whichever is later.

M. **Conflict Of Interest**. The undersigned is fully aware that this contract is wholly or partially federally funded, and certifies that:

1. There is no substantial interest, as defined by Arizona Statutes, with any public official, employee, agency, commission, or committee with the City of Peoria and Boys & Girls Clubs of the Valley.

2. Any substantial interest, as defined by Arizona Statutes, with any public official, employee, agency, commission, or committee (including members of their immediate family) with the City of Peoria or Boys & Girls Clubs of the Valley that develops at any time during this contract will be immediately disclosed to the City of Peoria and Boys & Girls Clubs of the Valley.

3. The Vendor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Vendor further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Vendor hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Peoria, or of any designated public agencies or Vendors which are receiving funds under the CDBG Entitlement program.

N. Vendor shall obtain statements from its subcontractors certifying compliance with these statutes and shall furnish documents upon request. These warranties shall remain in effect throughout the term of the contract. Should it be discovered that Vendor or its subcontractors are not in compliance with this provision, the Owner or City of Peoria may pursue any remedies allowed by law, including, but not limited to: suspension of all activities under this Agreement, termination of the contract by default, and suspension and/or debarment of Vendor. All costs necessary to verify compliance are the sole responsibility of Vendor.

O. Comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the energy Policy and Conservation Act (Pub. L. 94-163,89 Stat. 871)

P. Agree that if the project results in a book or other written material, the author is free to copyright the work, but the City of Peoria reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this project.

Q. Agree that any discovery or invention arising out of, or developed in the course of, work aided by this project shall be promptly and fully reported to the City of Peoria for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

R. Comply with all applicable laws and regulations, including, if applicable, the following: all federal and state labor standards, the Americans With Disabilities Act, 42 U.S.C. §12101 et seq.; Section 504 of the Construction Act of 1973, 29 U.S.C. § 700 et seq.; 24C.F.R. § 92.354; HUD Handbook 1344.1; all laws relating to health and safety and the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Clean Water Act, 33 U.S.C. § 1251; the Resource Conservation and Recovery Act; the Occupational Safety and Health Act; the Architectural Barriers Act of 1968 (42U.S.C. §§ 4151-4157); and any similar or implementing state law or regulations, including but not limited to A.R.S. § 49-201 et seq.; and all laws and regulations relating to the Housing and Economic Recovery Act of 2008 (H.R. 3221), (HERA) and the Community Development Block Grant Program ("CDBG").

S. The undersigned is fully aware that this contract is wholly or partially federally funded, and certifies that:

Certifications Signature Form

These Certifications (Equal Employment Opportunity, Labor Standards, Section 3, Asbestos Abatement, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying, Drug Free Workplace, Federal and State Immigration, Debarment and Suspension, and Clean Air Act and Federal Water Pollution Control Act) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications by the signature and submission of this Attachment 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 these required Certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

(Signature of Vendor) (Printed name of Vendor)

_____

(Date)

Additional Requirements

A. Insurance

Bidder, upon award of the contract, must provide proof of insurance as set forth by the owner and/or the Construction Contract. ***The certification of insurance must list Boys & Girls Clubs of the Valley, Inc. as an additional insured and have a separate 'Builder's Risk' rider.***

The Contractor's and its Contractors' policies shall include bodily injury, property damage, broad form contractual liability, personal and advertising liability and XCU coverage and shall carry limits as follows. No Contractor shall carry liability with limits less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

B. Licensing

Contractor is required to be properly licensed by the State of Arizona Register of Contractors in order to complete the scope of work and be in good standing. Any complaints filed against contractor will be reviewed and become a part of the bid evaluation process.

C. Debarment

No bidders for this project should be listed as a debarred and/or suspended entity on SAM.gov, or listed in any way as not being able to do business with the federal government.

D. Permits

Permits be the responsibility of the contractor.

E. Document Review, Interpretation and Addenda

Should a bidder find any discrepancy, error or omission within the Invitation for Bids or the scope of work, please contact Chilo Figueroa with Boys & Girls Clubs of the Valley in writing via email (see contact info below). The last day/time for issuing questions is **Friday, April 14, 2023 at 5:00 pm.**
If a question submitted warrants a response, the Facilities Director will then issue a written addendum to all contractors who attended the pre-bid meeting and or requested a bid packet to inform them of the clarification. Oral instructions or information shall not constitute an addendum to this Invitation for Bids.

Please direct all questions related to the bid advertisement in writing to **Chilo Figueroa**:

Boys & Girls Clubs of the Valley
4309 E. Belleview St., Building 14, Phoenix, AZ 85008
Chilo.Figueroa@bgcaz.org

F. Access to Site

There is a scheduled site walk-thru will immediately follow the suggested pre-bid meeting on **Thursday, April 13, 2023 at 9:00am**. Questions in regards to site access should be made by contacting **Chilo Figueroa at Boys & Girls Clubs of the Valley; Chilo.Figueroa@bgcaz.org.**

G. Notice to Proceed

Contractor will commence no work until a written Notice to Proceed has been issued by the Owner. The anticipated date for the **Notice to Proceed is April 28, 2023**.

H. Required Commitments

Contractor is required to commit to having the Project Superintendent on site at all times when any work is being done on site. Contractor is responsible for all sub-contractors. The GC is required to manage all sub-contractors. These items are not negotiable.

I. Communication

Contractor must provide the Owner with a 24-hour phone number so the contractor may be contacted with after hour emergencies, which were caused by current work.

J. Scope Requirements

- **The contractor is responsible for cleanup of work area and surrounding areas on a daily basis.**
- **Safety hazards of any kind should not be left at any time during the project.**
- **The contractor shall furnish all necessary equipment and materials needed to complete both the demo and completion of the project.**
- **The contractor is responsible for the protection of all adjacent surfaces materials and areas (containment or temp walls if necessary).**
- **The contractor shall schedule all work through Chilo Figueroa.**
- **The contractor shall be responsible for scheduling and complying with all required permit inspections.**
- **Contractor to field verify all existing conditions and notify owner of any possible issues or changes ASAP.**

K. Billing/Payment

All billing/payments will be submitted to the Owner on one itemized invoice at the conclusion of the the awardee's portion of the project.

L. Warranties

Contractor is required to provide all warranty and product information, as applicable to the Owner upon completion.

M. Project Completion

Upon completion of this project, the contractor will submit a Certificate of Completion to the Owner that all work has been completed, full lien releases for contractor and all sub-contractors, paid in full invoices from all materials suppliers, and show any letters of warranty.

PROJECT SCHEDULE

This Calendar of Events is an integral part of the Bidding Requirements and Contract Documents. All times refer to Arizona Prevailing Time.

Request for Bids Issued:	April 5, 2023
Wage Notification/Update if needed	April 10, 2023
Recommended Pre-Bid Meeting:	April 13, 2023
Site Walk-Thru:	April 13, 2023
Last date to request information:	April 14, 2023
Closing Date for Bids:	April 20, 2023 at 2:00 pm
Public Bid Opening:	April 20, 2023 at 2:05 pm
Anticipated Bid Award:	April 24, 2023
Anticipated Pre-Construction Meeting:	April 27, 2023
Anticipated NTP:	April 28, 2023
Begin Work:	May 2023
Substantial Completion	May 23, 2023
Final Completion	June 2, 2023

Boys & Girls Clubs of the Valley Jerry & Helen Wisotsky/Peoria Branch Rehabilitation Project: Plumbing

Jerry & Helen Wisotsky/Peoria Branch 11820 N. 81st Ave., Peoria, AZ 85345

About The Boys & Girls Clubs of the Valley (BGCAZ):

The Boys & Girls Clubs of the Valley offers affordable after-school and summer programs for 16,000+ young people in grades K-12. At Clubs across the Valley, BGCAZ provides award-winning programs designed to change the lives of young people.

For 75 years, BGCAZ has been creating equity and opportunity for youth through academic, social, and workforce opportunities. We help young people make healthy decisions and focus on social and emotional development to build resilient young adults. Most importantly, we work to develop strong character and leadership skills by creating positive connections to caring adults and their community.

Site Specifications

The project will take place at the site of the Wisotsky/Peoria Branch of the Boys & Girls Clubs of the Valley that was established in 1981.

This Branch shares a parking lot with one of the City of Peoria's recreational sites, Varney Park.

Operational Dates and Times

During the school year (now – May 2023), this location serves school age youth from 2:00 pm – 7:00 pm Monday - Friday. This location is open 7:00 am – 6:00 pm on days when schools are closed for holidays or breaks. Summer break operating hours will begin at the end of May.

Any work conducted inside the building must be done during not operational hours when children are not present. Requests to access the facility must be made to Chilo Figueroa, Director of Facilities and Safety. Written authorization from BGCAZ is required to be on property outside of operational days.

Visitor Requirements

All visitors on site are required to check-in and out when they are on property. Upon check-in, visitors will receive a badge which must remain visible at all times. Upon check-out, the badge shall be returned.

This policy applies to all prospective contractors, city and county employees, contracted services providers, inspectors, awarded general contractors, subcontractors, vendors, and laborers.

Communication with the children is not permitted under any circumstance. The General Contractor and their subs must conduct themselves in a professional manner. No swearing is permitted on site.

Restroom Requirements:

The restroom facilities located in the building are designated for youth and BGCAZ employees. The facilities will not be accessible to any contractors, sub-contractors, laborers, and vendors.

Restrooms are available at the park adjacent to the Branch.

N 81st Ave
Varney Park

.

Appendix A

INCLUDE WITH BID SUBMISSION

CONTRACTOR CONTACT INFORMATION

Contractor's Company Name: _____

Address: _____

Contact Name: _____

Contact Phone Number: _____

Contact Email: _____

Company Owner: _____

Tax ID No.: _____

Disclosure of Ownership: (List below the names of all Principals or Joint Owners. Use additional sheet as necessary.

Name	Position With Company	Percent Ownership (%)

Number of Years firm has been furnishing services: _____

ACCOUNT MANAGER _____

TELEPHONE NUMBER _____

EMAIL _____

OTHER CONTACT _____

INCLUDE WITH BID SUBMISSION

CONTRACTOR BUSINESS REFERENCES

Please provide three (3) business references for contracts awarded of similar size and scope to the requirements of this RFP:

Reference 1.
Business Name: _____

Address_____

Phone: _____ e-mail: _____

Contact Person:_____ Title: _____

Description of Work completed:

_____

Reference 2.
Business Name: _____

Address_____

Phone: _____ e-mail: _____

Contact Person:_____ Title: _____

Description of Work completed:

_____

Reference 3.
Business Name: _____

Address_____

Phone: _____ e-mail: _____

Contact Person:_____ Title: _____

Description of Work completed:

_____

COMPANY NAME: _____

REPRESENTATIVE SIGNATURE:_____ DATE: _____

Appendix C

INCLUDE WITH BID SUBMISSION

BID FORM

The undersigned bidder has familiarized him/herself with the proposed plumbing rehabilitation project to be performed **at Boys & Girls Clubs of the Valley Jerry & Helen Wisotsky/Peoria Branch located at 11820 N. 81st Ave., Peoria, AZ 85345**, as described in the Invitation to Bid, and submits the following bid**. Submit base bid using the table below.**

Project	**Base Bid (dollar amount written out)**	**Dollars**
Plumbing: Handwashing Stations		**$**

The undersigned bidder agrees to comply with all conditions and requirements of the Invitation to Bid and Construction Contract documents. If so, requested by the Owner prior to the awarding of the contract, the undersigned bidder agrees to submit additional information regarding the bidder's qualifications and financial ability to satisfactorily complete the work outlined in the Invitation to Bid.

The Owner reserves the right to reject any or all bids. The undersigned will execute and deliver the Contract Documents to the Owner in accordance with this bid as accepted and will also furnish and deliver to the Owner proof of insurance coverage within the number of days specified in this notice after receipt of the notification of acceptance of this bid.

The contractor will guarantee for all labor performed by the requirements of the contract according to industry standard, from the date of final acceptance of the work performed. Furthermore, he/she will furnish the Owner with all manufactory and suppliers written guarantees and warranties covering materials and equipment furnished under the contract.

The Owner will provide all utilities, such as light, power, and water, necessary to carry out and to complete the work.

The contractor will assume responsibility for demolition, securing uninstalled materials and equipment from the time the contract is executed until the job is completed and accepted by the Owner.

The contractor shall commence the work within ten (10) business days after the Notice to Proceed order and shall complete the work by the earliest of the following milestones: 1) within one hundred and twenty (120) calendar days of the Notice to Proceed; 2) before 08/30/2023. No work shall commence until the contractor has posted a permit (if applicable) on the job site.

This bid, proposal and general instructions, including the specifications and drawings, will become part of the contract, together with a listing of general conditions of the construction agreement. For the considerations named herein, the contractor proposes to furnish all permits, labor, and material and do all of the work described in, and in accordance with the contract identified above in the general conditions.

This document although signed by the parties shall have no force and effect unless and until (a) a fully executed Construction Contract is entered into between the Contractor and the Owner, and (b) a properly executed Notice to Proceed is approved by the Owner and issued to the contractor.

COMPANY NAME: _____

REPRESENTATIVE SIGNATURE:_____ DATE: _____

COPY OF CONTRACTOR'S LICENSE

INCLUDE WITH BID SUBMISSION

*INCLUDE WITH BID SUBMISSION **IF NEEDED***

(Appendix D)

PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING_____20___ THROUGH_____20_____

(Duration of the Federally Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Type Of Contract (Business/ Profession)	**Total Number of Contracts**	**Total Approximate Dollar Amount**	**Estimated Dollar Amount for Vendors/Suppliers***	**Staff Use Only** (Applicable Program)

*Utilization of area businesses within the City of Peoria or Maricopa County.

_____
Company

_____ _____
Project Name Project Number

_____ _____
EEO Officer (Signature) Date