

**NEW BUILDING FOR
THE HOUSING AUTHORITY OF THE CITY OF YUMA
(HACY)**

INSTRUCTIONS TO BIDDERS

To be considered, Bids must be made in accordance with these instructions to Bidders.

DOCUMENTS:

Complete set of Bid Documents shall be requested from the Architect via email at rfp@thompsonarch.com . Any Addendums issued by the Architect shall be sent directly to all plan holders via email.

EXAMINATION:

Before submitting a Bid, bidders shall carefully examine the Plans and Specifications and Related Documents, visit the site of the Work and fully inform themselves as to all existing conditions and limitations, and shall include in the Bid a sum to cover the cost of all items included in the Contract, which such bidder might have fully informed himself prior to the bidding.

INTERPRETATIONS, ADDENDA:

- A. Should a bidder find discrepancies, inconsistencies or obscurities in, omissions from, the Drawings and Specifications and Related Documents, or should he/she be in doubt as to their meaning, he/she shall at once notify the Architect, who will send a written Addendum to all bidders. Any such item not brought to the Architect's attention during the bidding period shall be done in accordance with the Architect's interpretation for the good of the Work in accordance with the intent and meaning of the Contract Documents and shall be understood to be included in the Bid price. Neither Owner nor Architect will be responsible for oral instructions or information. Questions shall be submitted via email to the office of the Architect up to 7 days prior to the bid date. Questions received after that period may be reviewed but may not be answered. Email questions to: rfp@thompsonarch.com
- B. Any Addenda issued by the Architect during the time of bidding in the Bid, and in closing of a Contract, they will become part thereof. Acknowledge receipt of all Addenda on the Bid form in the space provided.

SUBSTITUTION OF MATERIALS:

Materials other than those specifically specified must be received by the Architect no later than (7) days prior to the bid date and submitted on Substitution Request Form contained herein.

- A. When a specific manufacturer, trade name or material is specified, or indicated, it is to establish a standard of quality and shall not be considered as limiting competition. Materials found acceptable for bidding will be approved by a duly authorized Addendum issued by the Architect.
- B. Submittals for approval of substitute materials shall contain sufficient information, descriptive brochures, drawings, samples or other data necessary to provide direct comparison to the specified materials. Each submittal shall be well marked and identified as to types and kind of the items being submitted for approval. It is the sole responsibility of the Bidder to submit complete

descriptive and technical information to the Architect so the Architect can make proper appraisal. Lack of proper information will be sufficient cause for rejection. Reference to catalogs that the Architect may or may not have will not be acceptable.

- C. It is the Contractor's responsibility to confirm and correlate all quantities and dimensions and coordinate with all trades whose work may be affected by the requested substitution.

BIDS:

- A. Bids must be made upon the "BID FORM" provided in these specifications, all blank spaces filled, the signature shall be in longhand, and the completed form shall be without alterations or erasures. All amounts must be in words as well as in figures. Any differences in words and figures, the amount in words shall govern. The form must be executed in either ink or typewritten. Where the bidder is a corporation, Bid must be signed by the legal names of the corporation followed by the name of state of incorporation, and legal signatures of an officer authorized to bind the corporation to a Contract. Bids which are incomplete, incorrect or non-conforming insofar as specified above may not be entitled to consideration.

- B. **Bids shall be delivered to the Office of the Housing Authority of the City of Yuma (HACY), 420 S. Madison Avenue, City of Yuma, Arizona by 4:00 PM (M.S.T.) on Thursday May 8, 2025**, in an enclosed opaque sealed envelope bearing on the outside, the name of the Bidder, his address, and the name of the Project for which the bid is submitted. Also, to be included in the envelope shall be:

1. Certified Performance Bond.
2. Certified Payment Bond.

Qualified Bids will not be accepted.

- C. The Contractor shall note that the Project must be completed within a specified construction time limit.
- D. All bids shall remain firm for the duration of the work after the date of bid opening and Contractor shall be prepared to begin construction and pre-ordering of all long lead immediately after signing of Construction Contract and receipt of the Notice to Proceed.
- E. A Bidder may modify or withdraw this bid at any time before bid opening if the modification or withdrawal is received before the time and date set for bid opening at the location designated in the advertisement for bids for receipt of bids. No Bid may be modified or withdrawn after the bid opening except where the award of the Contract has been delayed thirty-one (31) days.
- F. The following will be taken into consideration for the award of the Contract in the interests of HACY and the community it serves.
 1. Base Bid and Bid Alternates.
 2. Performance history of past projects.
 3. Current License held and substantiated complaints.
- G. The Owner will determine at his own discretion whether a bidder is qualified and award the Contract in the **"best interest of HACY"**. The Owner also reserves the right to reject any or all Bids to waive formalities and irregularities.
- H. All information and bids submitted by bidders will be made available for public inspection following the award of the contract.

BID PROTESTS:

Any bid protest shall be filed with the office of the Architect.

BONDING REQUIREMENTS:

As a condition to considering a Surety Bond, Surety must be a CORPORATE Surety, holding a Certificate of Authorization from the Director of the Arizona State Insurance Department to transact insurance business within the State of Arizona. Individual Sureties will not be accepted.

PERFORMANCE BOND AND PAYMENT BOND:

The Contractor shall, before executing the Contract, file with the Owner, a Performance Bond and a Payment Bond. Bonds shall be executed in 5 original counterparts, on the form included in these Specifications or facsimile thereof.

SCOPE OF WORK: See Construction Documents.

CONTRACTOR'S LIABILITY INSURANCE:

Contractor shall maintain for the duration of his operation for this Project, statutory Workman's Compensation and/or Employee's insurance. In the event any of the Work required for the project is subcontracted and subcontractor therefore does not maintain above insurance, the Contractor may require the subcontractor to either obtain said insurance coverage for his (subcontractor's) portion of the work or reimburse the Contractor for providing it.

Coverage: Contractor shall maintain for the duration of the work required under this agreement, Liability Insurance in the form of a Comprehensive General and Automobile Liability policy. Such policy shall protect him from claims for bodily injury, including death, to his employees and all others; and from claims for property damage, any and all of which may arise out of or result from the Contractor's operations required for the project, whether such operations be by himself or any subcontractors or by anyone directly or indirectly employed by either of them. Insurance requirements shall meet State minimum amount for work performed.

Certificates: Contractor shall not begin any work at the project site until he has obtained all insurance required hereunder, certificates of such insurance have been filed with the Architect, and such insurance has been approved by the Owner through the Architect. The requirement also applies to subcontractors. Approval of the insurance shall not relieve or decrease the liability of the Contractor.

Certificates of insurance shall contain transcripts from the policies authenticated by proper office of the insurer, evidencing in particular those insured, the amount of the insurance, the location of and the operations to which the insurance applies, the expiration date and notice of cancellation clause.

Licenses: The insurance required must be written by a company licensed in Arizona and the company must be acceptable to the project Owner.

Currency: Contractor shall not cause any insurance policy to be canceled or permit it to lapse. Each insurance policy shall contain a clause to the effect that the policy shall not at any time during the construction period be canceled or reduced, restricted or limited until 30 days after the written notice as

evidence by return receipt of registered or certified letter has been given the Contractor, the Owner and the Architect.

CIVIL RIGHTS:

- A. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and in accordance with said Act, no person on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any service or activity under this contract.
- B. Contractor agrees to comply with the State of Arizona Executive Order Number 75-5, "PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS, NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS", which is hereby and made a part of this contract by reference. Notices to employees and applicants setting forth the provisions of this nondiscrimination clause, as required by Paragraph A of said Executive Order are required for posting by the Contractor.
- C. Contractor agrees to comply with Title VII of the Civil Rights act of 1964, which prohibits discrimination against any employee or applicant for employment because of race, color religion, sex of national origin.

END OF SECTION