



**SIMPLIFIED CONSTRUCTION PROCUREMENT
HOUSING REHABILITATION PROGRAM**

**PRE-QUALIFIED CONTRACTORS LIST
(FROM JULY 1, 2011 THROUGH JUNE 30, 2012)**

P I N A L • C O U N T Y

Wide open opportunity

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

Statements of Interest shall be accepted on an ongoing basis at the Pinal County Procurement Department.

Delivery Address: Pinal County Department of Public Works
31 N. Pinal Street Building F, P.O. Box 727
Florence, AZ 85132

All inquiries shall be directed to the responsible **Procurement Officer, Gloria M. Bean, Contracts Supervisor**, at **(520) 866-6009**, or via e-mail at: Gloria.bean@pinalcountyz.gov.

1. OVERVIEW / SCOPE OF PROGRAM

A procurement involving construction services not exceeding twenty-five thousand dollars (**\$25,000.00**) may be made pursuant to the hereunder rules and Special Terms and Conditions adopted by the Pinal County Director of Public Works in accordance with the Article 5 Pinal County Procurement Code which shall be known as the simplified construction procurement program.

- a. The Public Works Department shall maintain a list of qualified Contractors, properly licensed with the Arizona Registrar of Contractors, that have expressed an interest in performing work for the County and have provided evidence of their professional qualifications for such work. The list may be categorized to reflect the person or firm's primary field of expertise. Persons or firms desiring to be included on the pre-qualified list may register with the Public Works Department at any time.
- b. General Contractors with a residential license in one of the following approved categories:
 - B;
 - B-3, or;
 - C-61
- c. The Public Works Department shall notify each person or firm listed on the register annually of their status and invite updating of their professional qualifications. In addition to publication in the official newspaper of the County, a public advertisement may be placed in a major territorial newspaper of general circulation inviting firms to apply for inclusion on the County's list of pre-qualified Contractors.
- d. Firms who have failed to provide satisfactory evidence of qualifications or have performed unsatisfactorily during the past twelve (12) months may be subject to corrective action in accordance with Article IX of the Pinal County Procurement Code.

- e. All contracts entered into under the housing rehabilitation program shall be executed by the Owner in accordance with the requirements of A.R.S. Title 34 and the Pinal County Procurement Code.
- f. It is the intent of Pinal County to award individual projects under this program to perform residential repairs in single owner/occupied dwellings to include, but not limited to, the following types of work:
 - Miscellaneous Roofing
 - Miscellaneous Cabinetry
 - Miscellaneous Plumbing
 - Miscellaneous Drywall
 - Miscellaneous Floor Coverings
 - Miscellaneous Tile Work
 - Miscellaneous Electrical Work
 - Miscellaneous Concrete Work
 - Miscellaneous Solar
 - Energy Retrofits
 - Glaziers Flooring
 - Septic Systems
 - HVAC Systems
 - ADA Accommodations
 - Mobile home demolition and replacement

2. **PROJECT FUNDING/COMPLETION TIME**

Pinal County Housing Rehabilitation Projects are federal and state funded and shall require the successful Contractor to complete each project(s) within the stated time documented on the Informal Bid Request upon receipt of Notice to Proceed (NTP) from the Public Works Department's Contracts Supervisor.

3. **REMOVAL FROM LIST OF ELIGIBLE CONTRACTORS**

Removal of a Contractor may be pursued by Pinal County upon ten (10) days of written notice with cause resulting from any of the following:

Non-compliance of successful Contractor to maintain required insurance required by County Risk Management.

- a. Non-compliance of successful Contractor to complete the project(s) per the stated time documented on the Informal Bid Request from date of issuance of Notice to Proceed.
- b. Non-compliance of successful Contractor to furnish and maintain required equipment.
- c. Upon breach by the successful Contractor and failure to remedy the breach upon ten (10) consecutive calendar days written notice from Pinal County Housing Community Development Department.
- d. Upon declaration of bankruptcy by the successful Contractor.

NOTE: The County reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any firm.

4. **SERVICES PERFORMED**

The services performed, as well as materials and equipment provided shall be in full compliance with all applicable statutes, ordinances, codes, regulations and laws (collectively "laws"), and in actual conformance

with the following described Scope of Work, services, materials and equipment, and all activities associated therewith. Unless expressly stated to the contrary, all materials and equipment shall be new. The successful Contractor is responsible to provide for and warrants providing and assuring as applicable, the structural, functional, and aesthetic integrity of the structures, products, materials and/or equipment.

5. SITE VISITS

All pre-qualified Contractors participating in the County's small housing rehabilitation program shall attend a mandatory project walk through prior to submitting a bid. The dates and times of these mandatory project walks shall be scheduled by the Public Works Department staff and communicated to all pre-qualified Contractors. Failure of a pre-qualified Contractor to attend the associated mandatory project walk will make that Contractor ineligible to bid.

6. CLEAN-UP RESPONSIBILITIES

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

7. PERMITS AND PROJECT SAFETY

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

8. CONTRACT AWARD / CONTRACT ADMINISTRATION

Award shall be made to the lowest, responsive and responsible Contractor meeting all published specifications and requirements. *Prior to the award of a contract, the successful Contractor shall:*

- a. Have a completed vendor application on file with the Procurement Department
- b. Provide an original W-9 form. The form can be downloaded at: www.irs.gov
- c. Provide the required insurance certification as noted in the solicitation, Page 6, Insurance Provisions
- d. Within three (3) business days following the informal bid opening the successful Contractor shall contact:

Gloria M. Bean
Contracts Supervisor
Pinal County Public Works Department
T: (520) 866-6009
F: (520) 866-6899
E: Gloria.beam@pinalcountyz.gov

At the time of final award, the successful Contractor shall be issued Notice to Proceed by Gloria M. Bean, Contracts Supervisor, Public Works Department to be signed within five (5) business days of award.

Contractor acknowledges and agrees that any award derived from this solicitation shall be subject to Pinal County's Construction Services Agreement (attached).

9. RISK OF LOSS

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

10. FINANCIAL CONSIDERATIONS AND PAYMENT TERMS

The County shall pay the Contractor following the submission of itemized invoice(s) for services rendered. No payment shall be issued prior to receipt of material or service and a correct itemized invoice. All requests for payment shall follow a format to be approved by the County's designated representative. Invoices shall be submitted on a per-project basis.

The County shall apply any retention formulas in accordance with A.R.S. §34-607 as a guarantee of the Contractor's full performance of all work called for under this Contract. All invoices should be sent to: **Gloria M. Bean Contracts Supervisor, Pinal County Public Work Department, P.O. Box 727, Florence, AZ 85132.**

Additional invoicing instructions may be set forth by Pinal County Public Works Department as required. All invoices shall include at a minimum, the Informal Bid Request (IBR) number, description of services rendered, date of invoice, Contractor's name, address and telephone number, billing address, and the amounts requested.

11. SALES AND USE TAXES

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

12. CHANGE ORDERS

Requests for changes shall be made in writing in advance and approved by Pinal County Public Works Department prior to commencing the work. Change orders may be issued to individual projects for the addition and/or deletion of requirements. Change orders amending the specific terms, conditions, or provisions of a project shall be authorized by the Pinal County Public Works Department Director. **Any work performed prior to approval shall not be compensated.**

SPECIAL TERMS & CONDITIONS

1. INSURANCE PROVISIONS

A. COVERAGE AFFORDED

Workers' Compensation
Commercial General Liability
Including Completed Operations
Automobile Liability Insurance
Umbrella/Excess Liability

LIMITS OF LIABILITY

\$100,000/\$100,000/\$500,000
\$1,000,000 each occurrence
\$1,000,000 aggregate
\$1,000,000 combined single limit including:
Owned, Non-owned, Leased & Hired Vehicles
\$1,000,000 each occurrence

B. INSURANCE CONDITIONS

- 1. GENERAL CONDITIONS:** The Contractor agrees to, at its own expense, purchase and maintain at all times during the life of this contract the herein stipulated minimum insurance with companies duly licensed, approved to do business in the State of Arizona and satisfactory to Pinal County. All policies shall contain an endorsement providing that written notice be given to the County at least ten (10) calendar days prior to termination, cancellation or reduction in coverage in any policy.

Workers' Compensation Insurance, or participation in the State of Arizona State Compensation Fund to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of the Work under this Contract; and Employer's Liability insurance of not less than One Hundred Thousand Dollars (\$100,000.00) for each accident, One Hundred Thousand Dollars (\$100,000.00) disease for each employee, and Five Hundred Thousand Dollars (\$500,000.00) disease policy limit.

Commercial General Liability Insurance with a limit of not less than Two Million Dollars (\$2,000,000.00) for each occurrence with a Two Million Dollars (\$2,000,000.00) Products and Completed Operations Aggregate and with a Two Million Dollars (\$2,000,000.00) General Aggregate Limit. The policy shall include coverage for bodily injury, death, broad form property damage, personal injury, products/completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract. Further, the policy shall include coverage for the hazards commonly referred to as XCU (explosion, collapse and underground).

Such policy shall contain a severability of interests provision; and shall not contain a sunset provision or commutation clause, nor any provision which would serve to eliminate or limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704 and shall include coverage for Contractor's operations and products and completed operations.

Commercial/Business Automobile Liability Insurance with a combined single limit for bodily injury and property damages of not less than One Million Dollars (\$1,000,000.00), each occurrence with respect to Contractor owned, hired and non-owned vehicles assigned to or used in the performance of Contractor's work.

Umbrella/Excess Liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Commercial/Business Automobile Liability and Employer's Liability, as required above.

At the time the successful bidder submits certificates of insurance, labor/material and performance bonds the successful bidder shall also submit the name of the company representative responsible for all construction claims, including claims for property damage and damage to vehicles caused by construction or materials.

All claims for damages including damages to vehicles shall be responded to by Contractor within fifteen (15) days of submission of the claim. Contractor's failure to respond to claims within fifteen (15) days may be considered a material breach of the contract.

Additional Insured. The insurance coverage, except Workers' Compensation, required by this contract, shall name Pinal County, its agents, representatives, directors, officials, employees and officers as Additional Insureds and shall specify that said insurance shall be primary insurance and that any insurance coverage carried by Pinal, its agents, representatives, directors, officials, employees and officers shall be excess coverage, and not contributory coverage to that provided by the Contractor.

Claims Made. In the event any insurance policy required by the Contract is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and be evidenced by annual Certificates of Insurance.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted.

Material Breach. Failure on the part of Contractor to produce or maintain required insurance in full force and effect until all Work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted shall constitute a material breach of Contract upon which Pinal may immediately terminate the Contract or, at its discretion, purchase or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Pinal shall be repaid by Contractor to Pinal upon demand, or Pinal may offset the cost of the premiums against any monies due to Contractor from Pinal.

Primary Coverage. Contractor's insurance shall be primary insurance as respects Pinal and any insurance or self insurance maintained by Pinal shall be in excess of Contractor's insurance and shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect Pinal.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against Pinal, its agents, representatives, directors, officers, and employees for any claims arising out of the Work of Contractor.

Deductible/Retention. If policies provide coverage which contain deductibles or self-insured retentions, such deductible and/or self-insured retentions shall not be applicable with respect to the

coverage provided to Pinal under such policies. Contractor shall be solely responsible for deductible and/or self-insured retention and Pinal, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

Insurance policies that contain deductibles or self-insured retentions in excess of Five Thousand Dollars (\$5,000.00) per occurrence shall not be acceptable without prior approval of Pinal.

Certificates of Insurance. Prior to commencing the Work under this Contract, Contractor shall furnish Pinal with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage's, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Director, Pinal County Department of Public Works
Post Office Box 727
Florence, Arizona 85132

Copies of Policies. Pinal reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. Pinal shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of Pinal's right to insist on strict fulfillment of Contractor's obligations under this Contract.

Subcontractor's Insurance. In addition to insurance coverage required by Contractor, as set forth above, Contractor shall require insurance coverage in the same amounts from its subcontractors on behalf of, Pinal and subcontractors shall comply with the paragraph entitled "Insurance" above.

2. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees, and Owner from any and all liability, demands, proceedings, suits, actions, claims, losses, costs, and damages of every kind and description, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to indemnify, defend, save and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees and Owner shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, or employee's liability claims, damages, losses or expenses (including but not limited to attorney's fees, court costs and/or arbitration costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property Including loss of use resulting therefrom, caused by or contributed to, in whole or in part, by any omission, fault, mistake or negligent act, whether active or passive, of Contractor, its employees, agents, representatives, any tier of Contractor's subcontractors, their employees, agents or representatives or anyone directly or indirectly employed by Contractor or its subcontractors or anyone for whose acts Contractor or its subcontractors may be liable.

CONTRACTOR INFORMATION PAGE

For clarification, contact:

_____	Name: _____
Company Name	
_____	Telephone: _____
Address	(Include Area Code)
_____	Fax: _____
City State Zip	(Include Area Code)
	Mobile: _____
	(Include Area Code)
	Email: _____

Authorized Signature:

Signature of Individual Authorized to Sign

Printed Name

Official Title

ARIZONA R.O.C. LICENSE(S) # (List All)

PINAL COUNTY PUBLIC WORKS DEPARTMENT
31 N. PINAL STREET BLDG. F, P.O. BOX 727
FLORENCE, ARIZONA 85132
T: (520) 866-6009
F: (520) 866-6899

SIMPLIFIED CONSTRUCTION PROCUREMENT
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PROCUREMENT OFFICER:
GLORIA M. BEAN, CONTRACTS SUPERVISOR.
E: Gloria.bean@pinalcountyz.gov

CONSTRUCTION SERVICES AGREEMENT

COUNTY OF PINAL, ARIZONA

JULY1, 2011 THROUGH JUNE 30, 2012

BOARD OF SUPERVISORS

PETE RIOS – DISTRICT I, CHAIRMAN
BRYAN MARTYN – DISTRICT II, VICE CHAIRMAN
DAVID SNYDER – DISTRICT III

COUNTY MANAGER

FRITZ A. BEHRING

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ARTICLE 1. DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Amendment - written or graphic instrument issued prior to the due date which clarify, correct or change the Solicitation.

Change Order - a document approved by the County Contract Representative and which is signed by the Contractor and the County's Director of Public Works or duly authorized designee and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the effective date of the Contract.

County - means the County of Pinal, a political subdivision of the state of Arizona.

County Contract Representative - is the Housing Modernization Coordination administering the Contract for the County of Pinal.

Completion Time - the number of calendar days agreed for completion of the Work, which may be revised by written Change Order.

Construction - is defined as the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any real public property.

Contract - the written agreement and all associated attachments, drawings, addenda and change orders executed between the Owner and the Contractor covering the Work to be performed.

Contract Price - the amount payable by the County to the Contractor for satisfactory completion of the Work, and as specified in the Contract as may be amended by written Change Order, or, in the case of a job-order contract, in the Notice to Proceed.

Contractor - the person, firm or corporation with whom the County has entered into the Contract.

Contracts Supervisor - is the County official who conducts the solicitation process to secure a Contractor for the Work and who acts under the authority and direction of the Public Works Director and in accordance with the Pinal County Procurement Code.

Drawings - the graphic and pictorial portions of the contract, wherever located and whenever issued, showing the configuration, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

Estimate for Payment - a form furnished by the County or an approved form submitted by the Contractor in lieu of County furnished form, and is required to be used when submitting requests for payments for work actually performed and materials supplied during a an agreed-to preceding period of time.

Final Completion Date - the calendar date when the Work is one hundred percent (100%) complete as determined by the County.

Liquidated Damages - a sum set forth in the Contract documents that will be deducted from any monies due to the Contractor, not as a penalty, but as damages incurred by the Owner.

Notice to Proceed - a written notice given by the County to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract. In the case of a job order, it may also contain the specifications exclusive to the job order as well as consideration for the Contractor.

Public Inspector(s) - that person or persons provided by the public authorities having code jurisdiction and who perform day-to-day inspections of the Work for compliance with applicable codes.

Schedule of Values - a schedule submitted by the Contractor setting forth the values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the County Contract Representative may require. This schedule must be submitted before the Contractor submits its first application for progress payment and shall be used as a basis for reviewing and approving payments to the Contractor.

Specifications - those portions of the Contract consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Substantial Completion – a written declaration of the date upon which the County, in its sole discretion, determines the Work is substantially complete such that the County has beneficial use and/or occupancy. Upon substantial completion, the right of the Owner to assess liquidated damages for time after the date of substantial completion ceases, except as allowed for failure to meet final completion within thirty (30) days of substantial completion.

Pinal County Procurement Code – in addition to applicable State statutes and applicable Federal regulations and requirements, the current Pinal County ordinance that governs the construction services contracting process as well as contract administration processes including the resolution of contract claims, disputes and controversies.

The Work - the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract, or, in the case of a job-order contract, within individual Notices to Proceed. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract. and/or Notice to Proceed, as appropriate.

ARTICLE 2. THE CONTRACT ITS EXECUTION AND INTENT

2.1 The Contract

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

2.2 Intent of the Contract

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

2.3 **Execution**

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

2.4 **Ownership of the Contract**

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

ARTICLE 3. ADMINISTRATION OF THE CONTRACT

3.1 **Lines of Authority and Communications**

3.1.1 The County Contract Representative is the Housing Modernization Coordinator who is the designated representative of the particular County department for which the Work is being constructed (the “user department”) or the County department which is responsible for the oversight of the Work.

3.1.2 Day-to-day administration of the Contract is the responsibility of the County Contract Representative. The County Contract Representative is the County’s representative during the prosecution of the Work and shall act as surveillance and technical advisor for the County. The County Contract Representative duties are more fully described in Section 3.2 of this Article.

3.1.3 The Contractor shall supervise and direct the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work, unless the Contract gives other specific instructions concerning these matters. The Contractor’s duties and responsibilities are more fully described in Article 4 of these Contract conditions.

3.1.4 Except where the Contract otherwise provides or where direct communication has been specifically authorized, the Contractor shall initially communicate with the County Contract Representative.

3.2 **County Contract Representative’s General Authority and Responsibilities**

3.2.1 Unless the Contractor is responsible for the design of the Work, the County Contract Representative shall furnish to the Contractor, free of charge unless it is provided otherwise in the Contract, copies of drawings, specifications and instructions available for the execution of the Work. The County Contract Representative may furnish additional clarifications or interpretations in writing or by drawings as may be necessary for the proper progress and execution of the Work. Such additional clarifications and interpretations shall be furnished with reasonable promptness, and the Contractor shall not do work without drawings or written clarifications where needed. All drawings, specifications and copies thereof furnished by the County Contract Representative are County property. They are not to be used on other work and, with the exception of the signed Contract, and are to be returned to the County Contract Representative at the completion of the Work.

3.2.2 The County Contract Representative shall make general surveillance of the Work. By making sufficient periodic visits to the site of the Work, the County Contract Representative shall become thoroughly familiar with the progress and quality of completed portions of the Work, and shall assess if the Work is being performed in a manner indicating that the Work, when completed, shall be in accordance with the Contract.

3.2.3 The County Contract Representative shall decide all questions which may arise as to the quality and acceptability of materials furnished and Work performed and as to the rate of progress of the Work, and all questions which may arise as to the interpretation of the drawings and specifications.

- 3.2.4** The County Contract Representative shall have the authority to reject work that is not in conformity with the Contract and to order additional inspections and testing of the Work.
- 3.2.5** The County Contract Representative shall conduct an initial review of, and approve or deny, written Change Orders submitted by the Contractor, and may prepare Change Orders and provide field clarifications and corrections. All Change Orders shall be approved by the Director or his designee **prior to any work being done**. However, in emergencies endangering life or property, the County Contract Representative may take action and issue orders which are deemed necessary to avert the loss of life or property.
- 3.2.6** The County Contract Representative, pursuant to Article 10 of these General Conditions, shall make recommendations to the Contracts Supervisor as to all claims of the Contractor.
- 3.2.7** The County Contract Representative shall review and process the Contractor's monthly Estimates for Payment, as more fully set forth in Article 7 of these General Conditions.
- 3.2.8** The County Contract Representative shall conduct inspections to determine the dates of Substantial Completion and Final Completion and shall certify such dates to the Procurement Officer.
- 3.2.9** The County Contract Representative shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility.
- 3.3** **Public Inspections**
- 3.3.1** Unless otherwise specifically provided in the Contract, Public Inspectors who perform day-to-day inspections of the Work for compliance with applicable codes shall have authority to require compliance with drawings, specifications and applicable codes, and may provide clarification of any unspecified or unclear item or situation.
- 3.3.2** If the drawings or specifications, laws, ordinances, or any public authority requires any work to be specially tested or approved, the Contractor shall give the County Contract Representative 48 hours notice of its readiness for inspection. If the inspection is by an individual, authority or entity other than the County Contract Representative or the Public Inspectors, the Contractor shall advise the County Contract Representative of the date fixed for such inspection.
- 3.3.3** All tests, inspections or approvals required to be performed by the County Contract Representative, Public Inspectors, or other authorities or entities shall not relieve the Contractor of their obligation to perform the Work in accordance with the Contract.
- 3.4** **Special Inspections and Testing of Materials**
- 3.4.1** All equipment and materials used in the construction of the Work, especially those upon which the strength and durability of the structure may depend, will be subject to adequate inspection and testing in accordance with accepted standards, to establish conformance with specifications and suitability for the use intended, as determined by the County Contract Representative.
- 3.4.2** The performance of tests and the engagement of testing laboratories or agencies shall have the prior approval of the County Contract Representative. Except as provided in subsection 3.4.3, the County shall pay for approved tests and services rendered by the approved laboratory or agency in addition to the Contract price for construction.
- 3.4.3** When initial tests indicate that any portion of the Work is not in conformance with the Contract because of faulty workmanship, the Contractor shall be required to pay for necessary re-tests. When

initial tests indicate that the work is in conformance with the Contract, any re-testing that's ordered by the County shall be paid for by the County.

ARTICLE 4. THE CONTRACTOR'S DUTIES AND RESPONSIBILITIES

4.1 Contractor's Review of Contract and Site Conditions

4.1.1 It shall be the duty of the Contractor to carefully study and compare all drawings, specifications and instructions. If any discrepancies, errors, omissions or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or there are any conflicts between existing site conditions and the requirements of the drawings and specifications, the Contractor shall immediately call all such discrepancies to the attention of the County Contract Representative.

4.1.2 The Contractor shall be required to use, for data and dimensions, figures marked on the drawings in preference to what the drawings may measure to scale; but in the absence of figured dimensions, scale dimensions may be used with the prior written concurrence of the County Contract Representative. The Contractor shall verify all dimensions shown and check all measurements in connection with any present building or buildings, level or grades, walks, driveways or other existing conditions before executing any work. Errors or inconsistencies shall be reported to the County Contract Representative immediately. **It is the responsibility of the Contractor to provide BLUESTAKE verification of underground utilities on and off the construction site.**

4.1.3 Change orders shall not be issued to cover any cost, loss or expense for additional labor or materials required to rectify any error or inconsistency in the drawings and specifications unless prior notification is given by the Contractor to the County Contract Representative.

4.1.4 The Contractor shall perform the Work in accordance with the Contract and with shop drawings, product data and samples that have been approved by the County Contract Representative.

4.1.5 Notwithstanding the above provisions, if the Contractor is responsible for the design of the Work, the Contractor shall ensure the accuracy and completeness of the drawings, specifications and instructions. If any discrepancies, errors, omissions or inconsistencies are discovered in the drawings or specifications, or between the drawings and specifications, or there are any conflicts between existing site conditions and the requirements of the drawings and specifications, the Contractor shall immediately call all such discrepancies to the attention of the County Contract Representative and shall be responsible for any required corrective action.

4.2 Contractor's Supervision

4.2.1 The Contractor shall efficiently and continuously supervise and direct the Work, using its best skill and attention. Unless the Contract specifically provides otherwise, the Contractor shall be solely responsible for and shall exercise control over construction means, methods, techniques and procedures and shall coordinate the sequences of all portions of the Work.

4.2.2 The Contractor shall ensure that the key personnel submitted in response to the Request for Qualifications and assigned to this Contract are available throughout the term of the Contract. In the event that the Contractor requests substitution of key personnel, the Contractor shall obtain prior approval from the County for key personnel substitution. The Contractor shall ensure that substituted personnel are equally qualified and capable. Information on the qualifications of proposed substitutes shall be provided to the County for its consideration and approval prior to substitution taking place.

4.2.3 The Contractor agrees that it is as fully responsible to the County for the acts and omissions of its subcontractor and of persons, either directly or indirectly employed by the Contractor, as it is for the acts and omissions of persons directly employed by the Contractor.

4.3 **Materials and Labor; Warranty**

4.3.1 Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, equipment, tools, construction equipment and machinery, water, gas, heat, utilities, transportation, and other facilities and services necessary for the execution, completion and delivery of the Work within the specified Completion Time.

4.3.2 **The Contractor shall pay all applicable taxes associated with the Work.**

4.3.3 The Contractor warrants to the County that all materials and equipment furnished under the Contract shall be new unless otherwise specified, and that all of the Work shall be of good quality, free from faults and defects and in conformance with the Contract. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

4.3.4 The Contractor shall be held to furnish all work as specified in the Contract. After a price proposal for the Work has been accepted by the County, changes of brand named, trade named, trade marked, patented articles, or any other substitutions shall be allowed only by written order signed by the County Contract Representative. Unless otherwise agreed to via Change Order, the County shall receive all benefits of the difference in costs.

4.4 **Construction Schedules and Submittals**

4.4.1 Before commencing the Work, the Contractor shall provide the County Contract Representative with a construction schedule for the Work, fixing the dates at which various pre-determined events shall occur in order to promote a timely completion of the various parts of the Work in accordance with the Contract. The schedule may be revised from time to time as may be required by conditions of the Work, but shall not exceed time limits, or any extensions thereof, set forth in the Contract or in the individual job order, as appropriate.

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

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

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

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

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

4.5 Documents and Samples at the Work Site

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

4.6 Protection and Use of Site - (Signs, Utilities, Water, Sanitation, Traffic, etc.)

4.6.1 Contractor shall prevent any damage to pipes, sewers, computer and phone lines, conduits or other structures, including public and/or private lawns, gardens, shrubbery and trees encountered in the Work.

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

4.7 Cleaning Up

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

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

4.8 Emergencies

4.8.1 In an emergency affecting the safety of life or property, the Contractor, without special instruction or authorization from the County Contract Representative, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury.

4.8.4 Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the County unless such work has been specifically requested and approved by the County Contract Representative.

4.8.5 The Contractor shall file with the County Contract Representative the names, addresses and telephone numbers of representatives of their company who can be contacted at any time in case of emergency. These Contractor representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by the County or the Public Inspectors.

4.9 Permits, Fees and Notices

4.9.1 The Contractor shall, at their expense, obtain all necessary permits and licenses for work performed under the Contract, and shall give all necessary notices required by laws, ordinances, rules, regulations and lawful orders of public authorities pertaining to performance of the Work, public health and safety.

4.9.2 If the Contractor knowingly performs work which is not in compliance with such laws, ordinances, rules, regulations or orders, the Contractor shall assume full responsibility for such Work and shall bear all costs attributable thereto.

4.10 Royalties and Patents

4.10.1 The Contractor shall pay all royalties and license fees.

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

4.10.3 If appropriate, the Contractor shall furnish the County Contract Representative satisfactory evidence of patent licenses or patent releases covering County-specified proprietary materials, equipment, devices or processes, as the case may be.

4.11 Protection of Persons and Property

4.11.1 The Contractor shall be responsible for initiating, maintaining, supervising and directing all safety precautions and programs in connection with the performance of the Contract.

4.11.2 The Contractor shall be responsible for the protection of all Work until completion and final payment is made, including any material or equipment to be incorporated whether in storage on or off the Work site.

4.11.3 The Contractor shall, at their own expense, replace damaged or lost material, or repair damaged parts of the Work or of other property at the work site or adjacent thereto, and the Contractor and their sureties shall be liable therefore.

4.11.4 The Contractor shall assume all risks from floods and casualties and shall make no claim for damages for delay from such causes. However, a reasonable extension of time on account of such delays may be allowed, subject to the conditions contained in Article 6 of these General Conditions.

4.11.5 In the event the Contractor encounters on the work site material reasonably believed to be a hazardous material, such as asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop work in the area affected and report the condition to the County Contract Representative.

4.11.6 The Contractor shall take all necessary precautions for the safety of employees on the work site and other persons who may be affected thereby, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

4.11.7 The Contractor warrants it is fully familiar and shall comply with all of the safety requirements of the Occupational Safety and Health Act (29 U.S.C. Sections 641-678, or as amended or re-codified from time to time). Also the Hazard Communication Act relating to the use of hazardous materials (29

C.F.R. 1910-1200, or as amended or re-codified from time to time), as promulgated by the Federal Government and as implemented by the State of Arizona, and that it shall be solely responsible for all fines and penalties provided for by law for any violation of such Act and, furthermore, shall require all subcontractor to comply with such Acts and with the provisions of this section. Any claims arising out of alleged violations of such Acts are covered by the indemnification set forth in the Special Terms and Conditions.

ARTICLE 5. SUBCONTRACTS AND SEPARATE CONTRACTS

5.1 Subcontracts

5.1.1 The Contractor shall ensure that the subcontractors submitted in response to the Request for Qualifications and assigned to this Contract are available throughout the term of the Contract. In the event that the Contractor requests substitution of subcontractor, the Contractor shall obtain prior approval from the County for subcontractor substitution. The Contractor shall ensure that substituted subcontractor are equally qualified and capable. Information on the qualifications of proposed substitutes shall be provided to the County for its consideration and approval prior to substitution taking place.

5.1.3 In job-order-contracting, by appropriate written agreement, the Contractor agrees that each subcontractor has been notified in writing of the negotiated amount or coefficient agreed to for billing purposes. Furthermore, by appropriate written agreement, the Contractor agrees that each subcontractor shall be bound to the Contractor by the terms of the Contract. In the event of a conflict between the substance of a written subcontract and the language of this Contract, the language of this Contract shall prevail.

5.1.4 Contractor shall ensure that each subcontract shall preserve and protect the rights of the County under the Contract with respect to the work to be performed by the subcontractor. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with sub-subcontractor. In this connection, the Contractor shall make available to each subcontractor, prior to execution of any subcontract, copies of the Contract provisions to which the subcontractor will be bound. Subcontractor shall also make copies of applicable portions of the Contract available to their respective subcontractor.

5.1.5 Each subcontract shall require the subcontractor to submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment to the County in a timely manner, including any claims for extras, extensions of time, and damages for delays or otherwise to the Contractor in the manner provided in the Contract for like claims by the Contractor upon the County.

5.1.6 The Contractor further agrees:

- 1.** To be bound to the subcontractor by all the obligations that the County assumes to the Contractor under this Contract, and by all provisions thereof affording remedies and redress to the Contractor from the County.
- 2.** To promptly pay the subcontractor in accordance with applicable State statute.
- 3.** Prior to payment to Contractor of final retention of compensation and release of Labor and Material Bond (Payment Bond) by Pinal, Contractors shall provide to Pinal a notarized receipt/release for satisfaction of payment and waiver of lien on the Project from each subcontractor, supplier and subsupplier performing services, labor and/or providing material and/or supplies for this Project and any and all persons holding claims against the work for this Project. If Contractor is the sole supplier and/or contractor under these Contract Documents, Contractor shall, prior to payment by Pinal, provide a written, notarized

statement to Pinal stating Contractor is the sole supplier and/or sole contractor and there are no subsuppliers and/or subcontractors who are entitled to a lien under this Contract.

4. To pay the subcontractor to such extent as may be provided by the Contract or the subcontract, if either of these provides for earlier or larger payments than the above.
5. To ensure timely payment to subcontractor for their work as performed and for materials fixed in place, less any applicable retention, despite any delay by the County in making payments to the Contractor for any cause not the fault of the subcontractor.
6. To share or forward, as appropriate, with its subcontractor or, as appropriate, with the County, any fire insurance money received by the Contractor under the insurance provisions of the Contract.
7. To give the subcontractor an opportunity to be present and to submit evidence in any Contractual claim, controversy or dispute.

5.1.7 Nothing in this Article shall create any obligation on the part of the County to pay to, or to see to the payment of, any sums to any subcontractor, except as may otherwise be required by law.

5.1.8 Each subcontract agreement for a portion of the Work is hereby assignable by the Contractor to the County provided that:

1. Assignment is effective at the sole option of the County and only upon termination of the Contract for cause pursuant to Article 9 of these General Conditions, and only for those subcontract agreements which the County determines to accept by notifying the subcontractor in writing, and
2. Assignments is subject to the prior rights of the surety obligated under the Bonds relating to the Contract.

5.2 Separate Contracts

5.2.1 The County reserves the right to perform construction or operations related to the Work with the County's own forces and to let separate Contracts in connection with other portions of the Work or other construction or operations on the Work site.

5.2.2 The Contractor shall afford other Contractors on the Work site reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

5.2.3 The County Contract Representative shall coordinate the activities of the County's own forces and of each separate Contractor with the work of the Contractor. The Contractor and all other Contractors on the Work site shall be required to review their construction schedules and cooperate with the County Contract Representative in coordinating the various portions of the Work with the schedules of such separate Contractors.

5.2.4 If any part of the Contractor's work depends, for proper execution or results, upon the work of any other Contractor, the Contractor shall inspect and promptly report to the County Contract Representative any defects in such work that render it unsuitable for continuance of the Contractor's Work. Failure to inspect and report may constitute an acceptance of the other Contractor's work as fit and proper for the reception of the Contractor's Work, except as to defects not then reasonably discoverable.

5.2.5 Costs caused by the Contractor because of delays or by improperly timed activities or defective construction shall be borne solely by the Contractor.

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

ARTICLE 6. TIME FACTORS; LIQUIDATED DAMAGES

6.1 Time

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

6.2 Liquidated Damages

- 6.2.1** The amount of liquidated damages shall be as specified in the Contract documents.
- 6.2.2** Time is of the essence in this contract. In the event Contractor shall fail to perform the Work as described in the Bid/Contract Documents within the time set in the Contract Documents. The Contractor shall be liable to Pinal, as liquidated damages and not as a penalty, for Four Hundred Dollars and zero cents (\$400.00) per day for each and every calendar day that the Contractor fails to meet the completion date. The County shall have the right to deduct said liquidated damages from any amount due and/or that may become due to the Contractor under this contract and/or any other contract that Contractor is performing for Pinal and/or to collect such liquidated damages from Contract and/or its surety by any remedy allowed by law.

Permission allowing the Contractor to continue and finish any part of the Work after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the County of any of its rights under the Contract.

Once substantial completion is granted, the Contractor shall achieve final completion within thirty (30) calendar days, unless otherwise agreed upon. If final completion does not occur within the agreed upon number of days, liquidated damages will commence on the first day after the agreed days, until final completion occurs.

6.3 Delays and Time Extensions

- 6.3.1** It is agreed that the County's only liability for any delay from any cause shall be limited to granting a time extension to the Contractor and that no extended general conditions for any delay will be applicable unless agreed to by the County. There is no other obligation, express or implied, on the part of the County to the Contractor for delay from any cause.
- 6.3.2** The completion time shall be extended when delay in completion of the Work by either the Contractor or the subcontractor is due to any preference, priority or allocation order duly issued by the Federal Government.
- 6.3.3** Should a dispute arise between the Contractor and the County regarding a delay or time extension, the Contractor shall continue progress on the Work until the dispute is resolved.

ARTICLE 7. PAYMENTS TO THE CONTRACTOR

7.1 Contract Price; Request for Payment; Schedule of Values

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

7.2 Certification and Payment; Retainage; Substitute Securities

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

- 7.2.3** On completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, except as qualified in paragraph 7.2.5, payment may be made in full, including retained percentages, less authorized deductions. In preparing estimates, the material and equipment delivered on the site to be incorporated in the job shall be taken into consideration in determining the estimated value by the architect, engineer or other person, as specified in the Contract.
- 7.2.4** Ten per cent of all estimates shall be retained by the County as a guarantee for complete performance of the Contract, to be paid to the Contractor within thirty (30) days after completion or filing notice of completion of the Contract. Retention of payments by the County longer than sixty (60) days after final completion and acceptance requires a specific written finding by the County of the reasons justifying the delay in payment. The County may not retain any monies after sixty (60) days that are in excess of the amount necessary to pay the expenses the County reasonably expects to incur in order to pay or discharge the expenses determined by the County in the finding justifying the retention of monies. In lieu of the retention provided in this section, the County, at the option of the Contractor, shall accept as a substitute an assignment of time certificates of deposit of banks licensed by this state, securities of or guaranteed by the United States of America, securities of this state, securities of counties, municipalities and school districts within this state or shares of savings and loan institutions authorized to transact business in this state, in an amount equal to ten per cent of the bid amount that will be retained by the County as a guarantee for complete performance of the Contract. If the County accepts substitute securities, as described in this paragraph, for the ten per cent retention, the Contractor is entitled to receive all interest or income earned by this security as it accrues and all such security in lieu of retention shall be returned to the Contractor by the County within sixty (60) days after final completion and acceptance of all material, equipment and work covered by the Contract if the Contractor has furnished the County satisfactory receipts for all labor and material billed and waivers of liens from any and all persons holding claims against the work. In no event shall the County accept a time certificate of deposit of a bank or shares of a savings and loan institution in lieu of the retention specified unless accompanied by a signed and acknowledged waiver of the bank or savings and loan association of any right or power to setoff against either the County or the Contractor in relationship to the certificates or shares assigned.
- 7.2.5** In any instance where the County has accepted substitute security as provided in paragraph 7.2.4, any subcontractor undertaking to perform any part of this public work is entitled to provide substitute security to the Contractor on terms and conditions similar to those described in **paragraph 7.2.4**, and this security is in lieu of any retention under the subcontract.
- 7.2.6** Notwithstanding paragraphs 7.2.1 through 7.2.5, retention is not required for job-order-contracting construction services contracts, except that the County may elect to require retention for a job-order-contracting construction services contract. If the County elects to require retention, paragraphs 7.2.1 through 7.2.5 apply to the job-order-contracting construction services Contract, except that:
1. Retention shall be five per cent of each payment instead of ten per cent reducing to five per cent.
 2. Retention applicable to each job order shall be released within sixty (60) days after final completion of the job order and acceptance of the work under the job order.
 3. No retention on the job order may be released until that time.
 4. The retention percentage shall not be increased.
- 7.2.7** The Contractor shall pay to the Contractor's subcontractor or material suppliers and each subcontractor shall pay to the subcontractor's subcontractor or material supplier, within seven (7) days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the Contractor or subcontractor on account of the work performed by the

subcontractor, to the extent of each subcontractor's interest, except that no Contract for construction services may materially alter the rights of any Contractor, subcontractor or material supplier to receive prompt and timely payment as provided under this section. The payments to subcontractor or material suppliers shall be based on payments received pursuant to this section. Any diversion by the Contractor or subcontractor of payments received for work performed on a Contract, or failure to reasonably account for the application or use of those payments, constitutes grounds for disciplinary action by the Registrar of Contractors. The subcontractor or material supplier shall notify the Registrar of Contractors and the County in writing of any payment less than the amount or percentage approved for the class or item of work as set forth in this section.

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

revised amount, the County Contract Representative shall promptly issue a certificate for payment in an amount he determines is justified.

7.3.2 The County Contract Representative or other County official, as a result of subsequently discovered evidence, may also withhold or nullify the whole or a part of any certification to such extent as may be necessary to protect the County from loss on account of:

1. Defective work not remedied.
2. Third-party claims filed or reasonable evidence indicating probable filing of such claims.
3. Failure of the Contractor to make payments properly to subcontractor or for labor, materials, or equipment.
4. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract amount, or reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.
5. Damage to another Contractor or to the County.
6. Damage to the real or personal property of another and failure to repair or replace the same.
7. Persistent failures to carry out the Work in accordance with the Contract.

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

7.4 Substantial Completion

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

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

7.5 Final Completion and Final Payment

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

7.6 Consent of Surety/ Lien Waivers and As-Built Drawings

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

7.7 Partial Utilization

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

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

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

8.1 Uncovering of Work

8.1.1 Piping, wiring, ducts, etc., shall not be covered up before proper inspection, approval and certificates, if required, are issued. Should any work that is designated for inspection by the County Contract Representative or the Contract before covering is covered before such inspection, it shall be uncovered by the Contractor at their expense when examination is ordered by the County Contract Representative.

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

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

8.2 Correction of Work

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

8.2.2 Should the Contractor fail to repair such defective material and/or workmanship or to make replacements within five (5) calendar days after written notice by the County, it is agreed that the

County may, at its sole discretion, make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his surety.

8.3 Changes in the Work

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

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

1. By estimate and acceptance in a lump sum.
2. By unit prices in the Contract or subsequently agreed upon prices.
3. By a fixed fee.

ARTICLE 9. SUSPENSION OR TERMINATION OF THE WORK

9.1 Suspension of the Work for Cause; County's Right to Perform the Work

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

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

9.2 Termination by the County for Cause

9.2.1 The County, upon certification by the County Contract Representative, without prejudice to any other right or remedy of the County and after giving the Contractor seven (7) days written notice, may terminate this Contract as to all or any part of the Work for any of the following reasons:

1. If the Contractor abandons the work, or unnecessarily delays the work.
2. If the Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials or competent subcontractor.
3. If the Contractor fails to make payment to subcontractor for materials or labor in accordance with the respective agreements between the Contractor and the subcontractor or as expressly set forth herein.
4. If the Contractor persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, or persistently violates the conditions or covenants of this Contract.
5. If the Contractor should be adjudged bankrupt.
6. If the Contractor should make a general assignment for the benefit of its creditors or if a receiver should be appointed on account of its insolvency.

7. If the Contractor is otherwise in substantial breach of a provision of the Contract as determined by the County.

9.2.2 Upon termination of the Contract for any of the above reasons, the County, subject to any prior rights of the surety, may:

1. Take possession of the Work and of all materials, equipment, tools, and construction equipment and machinery at the Work site or adjacent thereto belonging to the Contractor.
2. Accept assignments of subcontracts pursuant to Subsection 5.1.8 of Article 5 of these General Conditions.
3. Finish the Work by whatever reasonable method the County may deem expedient. In completing the Work by a new Contractor or by doing the Work itself, the County may use such equipment, materials, supplies, machinery, implements, tools and plant of the Contractor in the County's possession and may make all necessary repairs and replacements thereto.

9.2.3 If the County terminates the Contract for one of the reasons stated in Subsection 9.2.1, the Contractor shall not be entitled to receive any further payment.

9.2.4 The cost of fully completing the Work provided for under any new contract shall include the sum or sums of money to be paid by the County to other Contractors, all costs of repairs and replacements of machinery, implements, tools and plant of the Contractor hereunder, and also all sums of money paid for additional management and administrative services, including but not limited to the cost of the County Contract Representative's additional services and added expenses made necessary by the termination of the Contract.

9.2.5 If the unpaid balance of the Contract price exceeds costs of finishing the Work, such excess may, at the County's discretion, be paid to the Contractor. If such costs exceed the unpaid balance, the County may sell all materials, supplies, machinery, implements, tools and plant of the Contractor's then on hand, at public sale, on giving the Contractor twenty (20) days notice of the time and place of such sale, and the net proceeds derived from the sale of said property shall be applied against such costs. Should the amount received from the sale be insufficient to pay such deficiency, the Contractor and its surety shall be liable to pay the amount of the deficiency.

9.3 **Suspension by the County for Convenience**

9.3.1 The County may, without cause, order the Contractor in writing to suspend or interrupt the Work in whole or in part for such period of time as the County may determine whenever such suspension or interruption would be in the best interest of the County.

9.3.2 If the County suspends the Work for convenience, an adjustment shall be made for substantiated increases in the cost of performance of the Contract, if any, including profit on the increased cost of performance, caused by suspension or interruption. No adjustment shall be made to the extent:

1. That performance is, was or would have been so suspended or interrupted by another cause for which the Contractor is responsible, or
2. That an equitable adjustment is made or denied by the County.

9.4 **Termination by the County for Convenience**

9.4.1 The performance of the Work under this Contract may be terminated by the County, in whole or in part, in accordance with this clause whenever the County reasonably determines that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of the Work is terminated, and the date upon which such termination becomes effective.

9.4.2 If the Contract is terminated by the County as provided herein, the Contractor shall receive compensation for any Work performed and accepted, together with profit in proportion to the Work performed and accepted. The compensation shall include payment for contractual obligations reasonably incurred prior to termination. No amount shall be allowed for anticipated profit on unperformed Work.

9.4.3 In the event the County terminates the Work, in whole or in part, for cause pursuant to Section 9.2 of this Article 9 and the termination is later deemed to be unjustified, then such termination shall be automatically deemed a termination for convenience and the provisions of this Section 9.4 shall apply.

9.4.3 Termination of the Contract or portion thereof by the County for convenience shall not relieve the Contractor of their contractual responsibilities for the Work completed, nor shall it relieve the surety of its obligation for and concerning any just claim arising out of the Work completed.

9.5 **Contractor's Right to Terminate Contract**

9.5.1 The Contractor may terminate the Contract for any of the following reasons:

1. If the Work should be stopped under an order of any court of competent jurisdiction or other public authority for a period in excess of one (1) month through no act or fault of the Contractor or of anyone directly or indirectly employed by him.
2. If the County has failed to pay the Contractor within sixty (60) days after the date when any sum is certified for payment by the County Contract Representative, or
3. If repeated suspensions or interruptions ordered by the County pursuant to Section 9.3 total in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

9.5.2 If one of the above reasons exists, the Contractor may, upon seven (7) additional days, written notice to the County Contract Representative, stop Work and terminate the Contract and recover payment from the County for all Work executed and accepted by the County and any loss sustained upon any plant or materials and reasonable profit and damages.

ARTICLE 10 CLAIMS AND DISPUTES

10.1 **County Contract Representative's Resolution of Claims and Disputes; Review by Procurement Officer**

10.1.1 This Article relates to claims for additional compensation and any other differences between the parties arising under and by virtue of the Contract. Such claims are to be resolved at the earliest possible time and at the first responsible level so as to increase the possibility that such matters will be resolved without the vexation of an administrative hearing process, arbitration or litigation.

10.1.2 All claims, including but not limited to, claims relating to adjustments or interpretations of the Contract, payments of money, or other relief with respect to the terms of the Contract, shall be referred initially in writing to the County Contract Representative for action. The responsibility to substantiate claims shall rest with the party making the claim.

10.1.3 Claims by either party must be made within twenty-one (21) days after the event giving rise to the claim or within twenty-one (21) days after the claimant first becomes aware of the condition giving rise to the claim, whichever is later.

10.1.4 Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Contract and the County shall continue to make payments in accordance with the Contract.

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

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1 Governing Law

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

11.2 Written Notice

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

11.3 Conflict of Interest

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

HOUSING REHABILITATION CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, By and between _____, hereinafter referred to as the “Contractor”, and _____, hereinafter referred to as the “Owner.”

In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

I. CONTRACT PRICE AND PAYMENT:

1. The Contractor shall furnish all labor, materials, services, supervision, tools, equipment, licenses and permits necessary to complete the work specified in the “Work Write-Up”, a copy of which is attached hereto as Exhibit A, to rehabilitate the property located at _____ for the sum of Dollars (\$ _____).

The Contract price constitutes the entire consideration for the performance and completion of all work to be performed under this contract.

2. Compensation for the work performed may be made in the form of progress payments not to exceed ninety percent (90 %) of the value of the work successfully completed at the time of request or inspection, and then only after appropriate lien waivers are executed and provided by the respective subcontractors or suppliers. Ten percent (10%) of the final contract amount will be held until all final inspections and acceptance of the work or until call-back items have been corrected.

II. CONTRACTOR AGREES TO:

1. Refrain from commencing work until a written “Notice to Proceed” has been issued and begin work within seven (7) calendar days following receipt of said notice, and complete work within _____ Calendar days thereafter, unless modified by change order. Time is of the essence in this Contract. In the event Contractor shall fail to perform the Work as described in the Bid/Contract Documents within the time set in the Contract Documents, Contractor shall be liable to Pinal, as liquidated damages and not as a penalty, for **Four hundred Dollars and zero cents (\$400.00)** per day for each and every calendar day that Contractor fails to meet the completion date.
2. Perform work in compliance with local codes, ordinances, and Laws adopted by Pinal County, the State of Arizona, and the Federal Government, and with all plans and specifications prepared by the Pinal County Hosing Rehabilitation Program. All work shall be completed in a workmanlike manner.
3. Provide Certificates of Insurance showing that insurance policies have been issued for Worker’s Compensation and Employer’s Liability Insurance in accordance with the laws of the State of Arizona for all persons engaged in the work at the site, for Compensation Automobile Liability Insurance in accordance with the laws of the State of Arizona, and for Contractor’s Comprehensive Public Liability and Property

Damage Insurance in the amount of not less than \$1,000,000 per person and \$1,000,000 per occurrence (\$1,000,000/\$1,000,000/\$500,000).

4. Obtain all necessary and applicable permits and license required for execution and completion of the work prior to work being performed.
5. Keep the premises clean and orderly during the course of work and remove all debris at the completion of work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor, unless otherwise noted.
6. Not assign the contract without written consent of the Owner, after a review thereof by the Pinal County Housing Rehabilitation Program.
7. Guarantee the work for a period of one (1) year from the date of final acceptance of all work required by the contract and furnish the Owner, in care of the Pinal County Housing Rehabilitation Program, with all manufactures' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.
8. Refrain from any work not in the "Plans and Specifications" or "Work Write-up" without written approval and a "Change Order" signed by the Owner and approval in writing by the Pinal County Housing Rehabilitation Program.
9. Permit periodic inspections of all rehabilitation work by representatives of the Pinal County Housing Rehabilitation Program.
10. Furnish the Owner, in care of the Pinal County Housing Rehabilitation Program, affidavits and satisfactory release of liens applicable to completed work or installed materials.
11. Require compliance by each subcontractor with the applicable provisions of this contract. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
12. Comply with the Lead-Based Paint poisoning Prevention Act (42 USC 4831) and will not use lead-based paint in compliance with 24 CFR Part 35.
13. Properly notify the Owner at least three (3) days prior to commencing work so that adequate home preparations may be made.

III. OWNER AGREES TO:

1. Refrain from permitting or making changes or additions to the "Plans and Specifications" or "Work Write-up" originally agreed upon without written approval of the Pinal County Housing Rehabilitation Program.
2. Permit the Contractor to use, at no cost, existing utilities such as light, heat, power, and water necessary to carry out the completion of the work.
3. Cooperate with the Contractor to facilitate the performance of the work in an orderly manner, including the removal and replacement of rugs, coverings, and furniture, as necessary.

4. Issue a written "Notice to Proceed" within thirty (30) days of the date of contract award.

IV. GENERAL PROVISIONS:

1. This contract embodies all of the representatives, rights, duties, and obligations of parties, and any prior oral or written agreement not embodied herein shall not be binding upon or inure to the benefits of any of the parties.
2. The Contractor agrees to perform the work required by this contract in an occupied building, and the Owner agrees that neither he/she nor the members of his/her family, tenants, agents, or employees shall hinder the Contractor in the performance of his work.
3. Both parties acknowledge that no members of the governing body of Pinal County nor any employee of Pinal County who exercises any functions or responsibilities in connection with the carrying out of the project to which this contract pertains, has any personal interest, direct or indirect, in this contract.
4. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin or disability.
5. This Agreement shall not become a contract binding upon the parties concerned until these parties have properly signed this agreement, and the application for Housing Rehabilitation assistance has been formally approved.
6. The Contractor and the Owner agree to defend, indemnify, and hold Pinal County harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense arising from the Contractor's performance of this contract. The Contractor is acting in the capacity of an independent contractor with respect to the Owner and to Pinal County. The Contractor further agrees to protect, defend, and indemnify Pinal County from any claims by laborers, subcontractors, or material men for unpaid work or labor performed or materials supplied in connection with this contract.
7. In the event of a disagreement between the Contractor and the Owner regarding all claims or other matters relating to the execution and progress of work or the interpretation of the contract documents, the Pinal County Housing Rehabilitation Program will attempt to informally mediate a satisfactory resolution of the dispute. If this mediation is unsatisfactory, either party may initiate the formal Community Development Block Grant (CDBG) Complaint/Grievance Procedure adopted by Pinal County.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN:

CONTRACTOR: _____ OWNER: _____

_____ OWNER: _____

BY:

PINAL COUNTY PUBLIC WORKS DEPARTMENT
31 N. PINAL STREET BLDG. F, P.O. BOX 727
FLORENCE, ARIZONA 85132
T: (520) 866-6009
F: (520) 866-6899

SIMPLIFIED CONSTRUCTION PROCUREMENT
PAGE 36 OF 35
PROCUREMENT OFFICER:
GLORIA M. BEAN, CONTRACTS SUPERVISOR.
E: Gloria.bean@pinalcountyz.gov

ADDRESS: _____ ADDRESS: _____
