

NOTE:
Pre-Bid 3/11/14
Quest Due 3/14/14
Bid Open 4/10/14

PINAL COUNTY
INVITATION FOR BIDS PACKET



P I N A L • C O U N T Y
Wide open opportunity

PROJECT TITLE: Arizona City Flood Hazard Mitigation

PROJECT NUMBER: 60684191

BIDDER'S NAME: _____

Pinal County Public Works Department
P. O. Box 727
Administration Building F
31 North Pinal Street
Florence, Arizona 85132
520-866-6411

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Project No. 60684191

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INVITATION FOR BIDS

Project Title: Arizona City Flood Hazard Mitigation

Project No. 60684191

Bid No.: PW 13/14/005

NOTICE IS HEREBY GIVEN THAT SEALED BIDS shall be received on the above-referenced Project by Pinal County Flood Control District, hereinafter "PCFCD," at the office of the Pinal County Flood Control District Public Works Department, County Administration Building "F" east entrance, P. O. Box 727, 31 North Pinal Street, Florence, Arizona, until 2:00 P.M., according to the Pinal County Public Works Department's clock, on, April 10, 2014 for the Scope of Work set forth below. No bids shall be received after this date and time.

Scope of Work: The proposed work is located in Arizona City on Battaglia Drive and Henness Road. The work consists of improvements to the existing channels, constructing a new low water crossing, a box culvert, and a detention basin.

All Work shall commence on May 12, 2014 and completed by December 12, 2014.

1.0 Design / Standards:

- 1.1 The specifications of this project shall conform to the requirements set forth by Pinal County, as set forth in the contract plans, and to the Maricopa Association of Government (MAG) Uniform Standard Specifications for Public Works Construction, Maricopa County Department of Transportation (MCDOT), Arizona Department of Transportation (ADOT), Manual on Uniform Traffic Control Devices (MUTCD) and the Technical Provisions and Specifications of this contract.

2.0 Administration:

- 2.1 The Contractor shall furnish experienced supervision, labor, materials, tools, equipment, supplies, utilities and transportation necessary to complete the project in a timely and professional manner.
- 2.2 The Contractor shall notify or contact other agencies affected in the execution of this project and secure all necessary permits or other requirements necessary to complete the project.
- 2.3 The Contractor shall provide on and off site traffic control per MUTCD's Manual Uniform Traffic Control Devices for Highway Construction Maintenance and MAG Standard Specifications.
- 2.4 The Pinal County Public Works Department shall conduct project inspection and monitor the progress of the work.
- 2.5 The contractor shall be responsible for quality control in accordance with MAG specifications to insure that the construction is in compliance with the contract specifications and applicable standards.
- 2.6 Contractor shall perform at least 51 percent of the value of the project as identified in the Bid Schedule BS-1. The remainder of the work may be performed by subcontractors.

A non mandatory pre-bid conference shall be held on **March 11, 2014 at 9:00 A.M.**, at the office of the Pinal County Public Works Department, 31 N. Pinal Street, Bldg. "F" South entrance, Public Works, to discuss the scope of work and technical aspects of the project. Any perceived or apparent omission or discrepancy in the Bid Documents may be presented in writing to the Pinal County Flood Control Engineer at this pre-bid conference. If the Pinal County Flood Control Project Engineer deems a response to a written request is necessary, the response shall be in the form of a written addendum. Oral statements or instructions shall not constitute an amendment to the Invitation for Bids.

Questions shall be submitted in writing by **5:00pm**, according to the Pinal County Public Works Department's clock, on **March 14, 2014** only to, Gloria Bean, Contracts Supervisor, at the Pinal County Public Works Department, P.O. Box 727, 31 North Pinal St., Building "F" Florence, AZ 85132 - phone: (520) 866-6009, fax: (520) 866-6899. **Failure to use this single point of contact when submitting questions may cause your bid to be rejected.** Any answers or clarifications affecting the cost shall be addressed to all bidders in an addendum. **Under no circumstances shall verbal interpretations or clarifications be given to individual contractors.**

Bids shall be publicly opened and read publicly on **April 10, 2014 at 2:05 P.M.**, according to the Pinal County Public Works Department's clock, at the Office of the Pinal County Public Works Department in County Administration Building "F" South entrance, 31 North Pinal Street, Florence, Arizona.

Copies of the Bid Documents, including plans and specifications, may be obtained from the **Pinal County Department of Public Works, 31 North Pinal Street, Building "F" East Entrance, Florence, Arizona,** during regular business hours.

Plan Holders List, Bid Schedule, and Addendum(s) shall be posted on the Pinal County Website, when available. The address is:

<http://pinalcountyz.gov/Departments/PublicWorks/Contracts/Pages/BidsSolicitations.a>

SPX

Bids shall be submitted on bid forms provided by Pinal IN THE MANNER AND ACCORDING TO THE CONDITIONS SET FORTH IN THE INSTRUCTIONS TO BIDDERS. ALL REQUIRED DOCUMENTS SHALL BE SUBMITTED, AS SET FORTH IN THE INSTRUCTIONS TO BIDDERS, ACCOMPANIED BY A BID SECURITY. IF BIDDER FAILS TO SUBMIT THE REQUIRED DOCUMENTS, THE BID SHALL BE DEEMED TO BE NON-RESPONSIVE AND REJECTED. In accordance with Arizona Revised Statute, as amended, every bid shall be accompanied by a Bid Security payable to Pinal County Flood Control Board of Directors for ten per cent of the amount of the total Bid Price by certified check or cashier's check drawn on a responsible bank doing business in the state of Arizona or by surety bond acceptable to Pinal County Flood Control Board of Directors and issued and executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona in the form required by Arizona State Statue, as amended, and executed by the bidder and the surety with a certified and current Power of Attorney of surety's attorney-in-fact attached thereto. The surety bond shall not be executed by an individual surety or sureties. No bid shall be considered unless it is accompanied by the required Bid Security. Return of the Bid Security shall be in the manner and according to the conditions set forth in the Instructions to Bidders.

AT THE TIME OF SUBMITTAL OF A SEALED BID, AND AT ALL TIMES DURING

THE PERFORMANCE OF THIS CONTRACT, BIDDER SHALL BE LICENSED IN THE STATE OF ARIZONA AS A GENERAL COMMERCIAL CONTRACTOR; ALL PROPOSED SUBCONTRACTORS SHALL BE APPROPRIATELY LICENSED AS CONTRACTORS IN THE STATE OF ARIZONA FOR PERFORMING THE PORTION OF THE WORK FOR WHICH THEY ARE RESPONSIBLE. If the Bidder or proposed subcontractor is not licensed prior to the bid submittal, the bid shall be deemed non-responsive and shall be rejected.

Before any contract is executed by the Pinal County Flood Control Board of Directors, the successful bidder shall obtain the required insurance and shall furnish to Pinal County Flood Control Board of Directors the required proof of insurance, including proof that additional insured is PINAL COUNTY FLOOD BOARD OF DIRECTORS, FLOOD CONTROL DISTRICT, ITS AGENTS, REPRESENTATIVES, DIRECTORS, OFFICIALS, EMPLOYEES AND OFFICERS, and shall furnish to Pinal County Flood Control Board of Directors a Performance Bond and Labor and Material Payment Bond, each in the full contract amount, made payable to PINAL COUNTY FLOOD CONTROL BOARD OF DIRECTORS, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, in the manner and pursuant to the conditions required by Arizona State Statute and acceptable to Pinal County Flood Control District Board of Directors within the time period set forth in the bid form. The bonds shall be issued and executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona and executed by the successful bidder and the surety with a certified and current Power of Attorney of surety's attorney-in-fact attached thereto. The bonds shall not be executed by an individual surety or sureties.

Every Bid shall constitute an offer to perform according to the terms, conditions, provisions and specifications of the Bid/Contract Documents and shall remain irrevocable and subject to acceptance for sixty (60) days after the date for the opening of the bids.

Pinal County Flood Control Board of Directors reserves the right to accept or reject any and all bids, to accept or reject only part of a bid; to reject all non-responsive or non-responsible bids; to advertise for new bids; to waive any and all formalities in a bid not involving price, time or changes in the Scope of Work or to disregard all non-conforming, non-responsive, unbalanced or conditional bids when it is considered to be in the best interests of the Pinal County Flood Control District; to withhold the award for any reason deemed suitable by Pinal County Flood Control District Board of Directors and to cancel this Invitation for Bids at any time before the award of the contract by the Pinal County Flood Control District Board of Directors. Pinal County Flood Control District Board of Directors also reserves the right to disqualify Bids, before or after the time of opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of Bidder.

Please note, all contracts with the Pinal County Flood Control Board of Directors are subject to cancellation for conflict of interest without penalty or further obligation as provided by Arizona Revised Statute.

DATED 2.24.14


Louis M. Andersen, Director
Department of Public Works

(END OF SECTION)

INSTRUCTIONS TO BIDDERS

Project Title: Arizona City Flood Hazard Mitigation

Project No. 60684191

To be considered, Bids shall be made in accordance with these Instructions to Bidders.

1. Submission of Bids. Bids shall be received by PCFCD by the time and at the place indicated in the Invitation for Bids and shall be enclosed in an opaque sealed envelope, marked with the Project Title, Project Number, and name and address of the Bidder; and be accompanied by the Bid Security and other required documents. Bids sent through the mail or by other delivery system shall be enclosed within a separate envelope with the notation on its face as follows:

Sealed Bids for Arizona City Flood Hazard Mitigation: Project No. 60684191; County Arizona with the date and time of closing stated thereon and addressed to the Pinal County Flood Control District, Pinal County, Arizona.

2. Description of Work. As set forth under Scope of Work ("Work") in the Invitation for Bids.
3. Procurement of Bid Documents.
 - 3.1 Copies of the Bid Documents may be obtained as set forth in the Invitation for Bids. The purpose of providing copies of Bid Documents is for obtaining bids on the Work and does not confer a license or grant for any other use.
 - 3.2 Complete sets of Bid Documents shall be used in preparing bids. Neither PCFCD nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. Bidder shall take careful note of all Addenda issued for this Project.
 - 3.3 It shall be the responsibility of the bidder to determine, prior to the submittal of its bid, if any addenda have been issued for this Project. All addenda issued, if not already bound in the Invitation for Bid packet, shall be submitted by bidder with the bid and noted on the bid form by the Bidder. Bids which do not have all issued addenda attached and/or noted on the bid form by the Bidder, shall be rejected by PCFCD. Bidder may call Pinal County Department of Public Works in order to ascertain if addenda have been issued for this project.
4. Bidder's Obligation to Examine Bid Documents and Investigate Prevailing Conditions. A Bidder has the obligation to be aware of the prevailing conditions before submitting a bid and is obligated to consider those conditions in fixing its Bid Price. The failure or omission of any Bidder to receive or examine the Bid Documents or to investigate prevailing conditions shall in no way relieve any Bidder from any obligation with respect to its bid. No term, matter or condition that the Bidder could have discovered through an exercise of reasonable diligence shall constitute a basis for an allowance from or extra payment by PCFCD. Before submitting a Bid, each Bidder shall:

- 4.1 Consider federal, state and local laws, regulations and ordinances that may affect cost, progress, or performance of the Work.
- 4.2 Notify PCFCD in writing of any conflict, error, inadequacy or discrepancy in the Bid Documents and request resolution or clarification thereof.
- 4.3 Verify Bidder has received and considered any and all Addenda issued by PCFCD.
- 4.4 Agree that submission of a Bid shall constitute an incontrovertible representation by Bidder that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work, that Bidder has complied with every obligation imposed on Bidder in these Bid Documents and that without exception the bid is based on performing the Work in accordance with the standards and specifications set forth in the Bid Documents and on such timetable as may be required by the Bid Documents, in exchange for the Bid Price without need or cause for delay or additional compensation arising from any matter that could have or should have been discovered by Bidder in the fulfillment of the obligations imposed herein.
- 4.5 Check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- 4.6 Examine thoroughly and familiarize itself with the Bid Documents (see definition under General Provisions and Specifications).
- 4.7 Become familiar with conditions under which the Work is to be performed, including but not limited to access, transportation/delivery routes, and traffic control, if applicable, weather conditions, and any other conditions and all other relevant matters that may affect cost, progress, performance of the Work and the required time for performing the Work.
- 4.8 At their own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions that may affect cost, progress, performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.9 Visit the site to become familiar with conditions under which the Work is to be performed concerning the site work, structure of the ground, obstructions which may be encountered, transportation access, drainage conditions, adjacent buildings, any other visible condition and all other relevant matters that may affect cost, progress, performance or furnishing of the Work.
- 4.10 Study and carefully correlate Bidder's observations with the Bid Documents. Any quantities shown by Engineer in these bid Documents are estimates only and it is the Bidder's responsibility to determine the quantities needed for the Work described in the Bid Documents and for determining the Bid Price. PCFCD shall not be responsible for any mistake or error made by Bidder nor shall any mistake or error constitute a basis for an allowance from or extra payment by PCFCD.

4.11 At bidder's sole expense, provide any staging, storage, temporary construction facilities, and access thereto.

5. Preparation and Submittal of Bid

- 5.1 Each Bidder shall submit the following: Material & Construction Bid Form B1-3, including Bid Schedule BS-1 , Certificate of Intentions Concerning Subcontracting and Noncollusion Affidavit, Affidavit of Suspension and/or Debarment, Contractor Immigration Certification, signed and notarized Contract Agreement forms, accompanied by all Addenda issued by PCFCD prior to receipt of bids; bid security; and bidder's contractor license numbers and subcontractors' contractor license numbers, where applicable. All Addenda issued by Pinal County Flood Control District shall be noted on the bid form by the Bidder.**
- 5.2 The Bidder's name shall be entered on the cover page and the required information, price and signature entered where specified on the Bid form. It is permissible to copy these forms as required. Facsimile bids, telegraphic bids or mailgrams shall not be considered.
- 5.3 The Bid form shall bear an original ink signature by the person authorized to sign.
- 5.4 Erasures, interlineations or other modifications in the bid shall be initialed in ink by the authorized person signing the Bid form.
- 5.5 Responding with a signed Bid shall constitute an irrevocable offer to perform the specified Work according to the provisions and specifications set forth in the Bid Documents.
- 5.6 All blanks on the Bid form shall be filled in using ink or be typed.
- 5.7 A bid made by an individual shall be signed with the Bidder's full name and be notarized.
- 5.8 A bid by a corporation shall be executed in the corporate name by the president, vice president, or other officer who presents competent evidence of authority to sign, and shall also have the corporate seal affixed and be attested to by the secretary of the corporation or a notary.
- 5.9 A bid by a partnership shall be executed in the partnership name and signed by a general partner whose title shall appear under the signature, and said signature shall be notarized.
- 5.10 The name of every signer shall be typed or legibly printed below the signature.
- 5.11 The completed Bid form shall contain an acknowledgment of receipt of all Addenda, the number of which shall be filled in on the Bid form.
- 5.12 The address and telephone number for notice to the Bidder/Contractor shall be completed

on the Bid form.

5.13 An Arizona commercial contractor's license number and the corresponding license classification, by which the Bidder warrants that the Bidder is legally qualified to perform the work.

5.14 Arizona sales tax license number, if any.

6. Calculation of Bid Price.

6.1 The bid shall be based upon the Scope of Work to be performed in strict conformity with the specifications and plans for said Scope of Work. Reference is made to said specifications and plans for full particulars and descriptions of the Scope of Work. Copies of the specifications and plans may be obtained as set forth in the Invitation for Bids.

6.2 The successful bidder is responsible and liable for the payment of all applicable taxes, fees and permit costs.

6.3 Quantities appearing in the Bid Documents are approximate only and are to be used for the comparison of bids. Payment to Contractor shall be made only for the actual quantities of work performed and accepted and/or for materials furnished in accordance with the contract at the unit price in the Bid. Contractor shall verify actual quantities prior to construction and notify the Engineer of any deviation, either exceeding or under the quantities in the bid schedule. No additional payment shall be made to Contractor for additional quantities without a prior written change order approved by PCFCD. Any additional payment made to Contractor for additional quantities shall be based on the applicable unit price in the Bid.

7. Interpretations and Addenda. All questions concerning the Bid Documents, including requests for "or equal" approvals, are to be submitted as instructed in the Invitation For Bids. Clarifications considered necessary by PCFCD in response to such questions shall be issued by Addenda. Any Addenda shall be made available at the same location where the Invitation for Bids was issued. As a courtesy only, PCFCD may mail, fax or deliver copies of such Addenda to parties recorded by PCFCD as having requested and received the Invitation for Bids packet. Only factual questions answered by formal written Addenda shall be binding. Any non factual interpretation of the Bid/Contract Documents shall be without legal effect. As stated in paragraph 3.3 hereinabove, it shall be the responsibility of the Bidder to ascertain the existence of Addenda and the content of each.

8. Bid Security

8.1 Each Bid shall be accompanied by Bid Security as set forth in the Invitation For Bids. Bid Security is submitted as a guarantee that the bidder, if awarded the Contract, shall enter into a Contract to perform the Work in accordance with the plans and specifications and shall promptly provide contract security in the manner and form required in the Bid Documents. Failure to strictly comply with these provisions shall result in the bid security being retained by PCFCD as liquidated damages. No bid shall be considered unless it is accompanied by the required Bid Security.

8.2 The Bid Security of the successful bidder shall be retained until such bidder has furnished the bonds required by A.R.S. § 34-222, as amended, insurance certificates, insurance policy endorsements of additional insured and any other documents required in the Bid/Contract Documents. If, within fifteen (15) calendar days from the issuance of the Notice of Award of the contract the successful Bidder fails to deliver all the required documents and fails to execute the instrument entitled "Contract," the Bid Security of that Bidder shall be retained by PCFCD as liquidated damages.

8.3 The Bid Security of unsuccessful Bidders whom PCFCD believes to have a reasonable chance of receiving the award if the successful Bidder fails to provide the necessary documentation to PCFCD and enter into a contract with PCFCD, may be retained by PCFCD until the earlier of the day after the signing of the Contract instrument by the Pinal County Flood Control Board of Directors or the sixty-first day after the bid opening, whereupon the Bid Security shall be returned to such Bidders.

The Bid Security of the three lowest Bidders may be retained until the Notice of Award has been issued and a contract has been finalized.

8.4 As a courtesy, Bid Security may be returned to noncompetitive Bidders not sooner than seven days after the bid opening. Compliance with the provisions herewith shall be determined in all cases by the Project Engineer of the PCFCD and said Engineer's determination shall be final.

9. Certification of Intentions Concerning Subcontracting.

9.1 Each Bidder shall fill out, sign, date and submit with its bid, the Certification of Intention Concerning Subcontracting form provided in the Invitation for bids packet. Bidders are to list only subcontractors, whose work, services, material, equipment or tools total more than fifteen (15%) of the Bid Price. Failure to list subcontractors, suppliers, subsuppliers or manufacturers whose work, services, material, equipment or tools total more than fifteen percent (15%) of the Bid Price may constitute a non-responsive bid and result in rejection.

9.2 No Bidder shall be required to employ any subcontractor, supplier, subsupplier or other person or organization against whom the Bidder has reasonable objection.

9.3 Prior to payment to Contractor of final retention of compensation and release of Labor and Material Bond (Payment Bond) by Pinal County Flood Control Board of Directors, Contractor shall fulfill the requirements set forth in the General Provisions in paragraph 30 entitled "Liens."

9.4 At the time of bid submittal and at all times during the performance of this contract, bidder shall be appropriately licensed as a contractor in the State of Arizona for performing the Scope of Work. All proposed subcontractors shall be appropriately licensed in the State of Arizona for performing their share of the Scope of Work.

10. Noncollusion Affidavit. Each Bidder shall complete the Noncollusion Affidavit form provided in the Invitation for Bids packet. In front of a notary public, said form shall be executed by or on behalf of the person, firm association or corporation submitting the bid, certifying under penalty of perjury, that such person, firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken action in restraint of free competitive bidding in connection with the submitted bid. Failure on the part of any Bidder to observe these provisions shall result in disqualification.
11. Pre-Opening Modification or Withdrawal of Bids. A bidder may modify or withdraw its bid at any time prior to the closing date and time set for the receipt of bids. A bid may be withdrawn or modified by presenting a written withdrawal or written modification clearly identifying the Bidder and the Project Number at the location designated for receipt of bids in the Invitation to Bid. No telephone, telegraphic or facsimile transmission of modification or withdrawal shall be accepted.
12. Late Bids, Late Modifications, Late Withdrawals. Late bids, modifications and withdrawals shall not be considered. A bid, modification or withdrawal is late if it is received at the location designated in the Invitation for Bids for receipt of bids after the closing date and time set for receipt of bids.
13. Mistakes in Bids After Bid Opening. After bid opening, the Project Engineer of the PCFCD may permit a bidder to withdraw a bid without penalty if:
 - 13.1 A mistake is clearly evident on the face of the bid but the intended correct bid is not similarly evident; or
 - 13.2 The bidder establishes by clear and convincing evidence that a mistake was made.
 - 13.3 Mistakes shall not be corrected after the closing date and time set for receipt of bids, except as provided in page B-2 of the Material and Construction Bid concerning any discrepancy between the aggregate sum bid and the summation of quantities and unit prices.
14. Opening of Bids.
 - 14.1 Bids shall be opened, and unless obviously unresponsive, the Bidder's name and the corresponding bid amount shall be read aloud publicly. A synopsis of the bid results shall be made available within a reasonable time after the opening.
 - 14.2 Periods of time, stated as number of days, shall be calendar days, unless specifically stated otherwise.
15. Bids to Remain Irrevocable Subject to Acceptance. All bids shall remain irrevocable and subject to acceptance for sixty (60) days after the date of the bid opening.
16. Award of Contract. The Contract shall be awarded and Notice of Award issued to the lowest responsible, responsive Bidder complying with these instructions as of the date and time set for

opening of the bids, provided the bid is reasonable and acceptance is in the best interest of Pinal County Flood Control District Board of Directors. The Pinal County Flood Control Board of Directors shall not sign a contract until the successful Bidder has furnished the necessary surety bonds and insurance documents as required in the Bid/Contract Documents in the manner and form required in said documents. Failure to provide the necessary surety bonds and insurance documents in the required manner and form, permits PCFCD to award the contract to the next lowest responsible, responsive Bidder, subject to the same requirements, but does not obligate PCFCD to make such an award. Neither the issuance of the Notice of Award nor any submission by the bidder in response thereto obligates PCFCD to enter into a contract for the work.

17. Reservation of Rights by Pinal County Flood Control Board of Directors. As set forth in the Invitation for Bids.

(END OF SECTION)

**MATERIAL AND CONSTRUCTION BID
(RESPONSE TO INVITATION FOR BIDS)**

Project Title: Arizona City Flood Hazard Mitigation

Project No. 60684191

To: Pinal County Flood Control District
31 N. Pinal St., Building "F" South Entrance
P. O. Box 727
Florence, AZ 85132

Bid of _____, hereafter "Bidder."

BIDDER AFFIRMS that notice pursuant to this bid may be delivered to:

Individual name: _____
Company name: _____
Address: _____

Phone: _____
Fax Phone: _____

BIDDER AFFIRMS that it is:

_____ A corporation incorporated in the State of _____; or
_____ A partnership consisting of _____;
_____ ; or
_____ A sole proprietorship, doing business as _____
_____.

BIDDER AFFIRMS that it holds the following licenses:

Arizona Commercial Contractor's License Classification(s) _____
Arizona Commercial Contractor's License No. _____
Arizona Sales Tax License No. _____
Other: (type of license) _____
Federal Tax ID No. _____

BIDDER CERTIFIES that it has reviewed, understands and does accept the obligations set forth in the Bid Documents, including the Addenda numbered ____ through ____.

BIDDER CERTIFIES that the Invitation for Bids packet for the Project, including, but not limited to, plans, construction specifications, forms of contract, bonds and sureties which constitutes essential parts of this Bid, has been carefully examined.

BIDDER CERTIFIES that it has visited and made a detailed investigation of the Project Site(s) and surrounding area.

BIDDER CERTIFIES that it is familiar with conditions under which the Work is to be performed, including delivery routes; and any other conditions and all other relevant matters that may affect cost,

progress and performance of the Work, and the required time for performing the Work; is fully familiar with the plans and specifications for the Project and has a clear and thorough understanding of the amount and nature of the Work and is basing this bid on its own observations.

BIDDER DECLARES that at no time shall misunderstanding of the plans, specifications, special provisions or conditions to be overcome, be pled.

BIDDER DECLARES any failure to fully investigate, inspect, take proper measurements and satisfy itself as to the Scope of Work for the Project shall NOT be grounds for additional compensation under this Contract.

BIDDER UNDERSTANDS that the quantities of Work in the Bid Schedule and/or Plans are approximate only; are to be used for the comparison of bids; and are subject to increase or decrease.

BIDDER HEREBY PROPOSES to perform all quantities of Work, as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price(s) bid in the Bid Schedule(s). If there is a discrepancy between the aggregate sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, then the unit prices shall apply.

BIDDER SUBMITS in the attached Bid Schedule(s) its unit prices for which it proposes to perform each item of work. BIDDER ACKNOWLEDGES that it must extend the item amounts from the unit prices; and failure to do so may result in this Bid being rejected as irregular and non-responsive.

BIDDER UNDERSTANDS that no payment shall be made by PCFCD for unused materials, including, but not limited to Bidder's unused stockpiled materials.

BIDDER UNDERSTANDS AND AGREES that this Bid includes all items on the Bid Schedule(s) and that the Bid Schedule(s) is/are part of the Bid form.

With that knowledge and commitment and guaranteed by the required Bid Security, Bidder offers and agrees to:

1. Hold open the bid for sixty (60) calendar days after the opening of bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security;
2. Within **Fifteen (15)** calendar days of a Notice of Award to the Bidder, Bidder fails to deliver to Pinal County Flood Control District a Labor and Material Bond, a Performance Bond, a Schedule of Performance, a Schedule of Values, Traffic Control Plan, and insurance certificates, all as required by the Bid/Contract Documents and to execute a contract for the Work; and
3. Upon acceptance of this offer and execution of a contract by Pinal County Flood Control Board of Directors, contractor shall perform and complete the Scope of Work, as described in the Invitation for Bids in a workmanlike manner and according to the required specifications and within the required time and furnish the necessary labor, tools, equipment, and services for such performance and completion, and to comply with all of the terms, conditions and provisions of the Bid/Contract Documents. Total Bid Price set forth below is

**Pinal County Public Works - District 1 (4) Roadway Construction:
Battaglia Dr and Hennes Road Intersection, Arizona City, AZ Approximately 2,640 ft. in length
Project No.: 60684191**

Item No.	Item Description	Unit	Estimated	Unit Price	Extended Amount
1	Removal of Existing Improvements (Non-Earthwork)	LS	1		
2	Relocate Mailbox	EA	1		
3	Remove ACP Pipe	LF	44		
4	Roadway Excavation	LS	1		
5	Subgrade Preparation	SY	2,976		
6	Aggregate Base Course, 6" Thick	Ton	971		
7	Asphalt Concrete Pavement, 3" Thick	Ton	486		
8	Barbed Wire Fence, Type 1, ADOT Std Det C-12.10	LF	9,151		
9	Double Gate, Type 1, ADOT Std Det C-12.10	Each	1		
10	Guardrail, Type B, MCDOT Std Det 3001 and 3003	LF	125		
11	Guardrail Terminal ET Plus (L=37.5), MCDOT Std Det 3006	Each	2		
12	Earthwork For Open Channel, See Typical Section	LS	1		
13	Earthwork For Retention Basins	LS	1		
14	Corrugated Metal Pipe (CMP), 36"	LF	108		
15	Outlet Wing Walls, See Detail SD 2	Each	1		
16	Inlet Wing Walls, See Detail SD 3	Each	1		
17	Inlet Apron, See Detail SD 4	Each	1		
18	Handrail, MAG Std Det 145, H=3' 6"	LF	151		
19	Headwall, U Type, MAG Std Det 501-1 and 501-2	Each	2		
20	Spillway, See Detail A	Each	5		
21	Concrete Cut-off Wall, Upstream, MAG Std Det 552, 2'	LF	150		
22	Concrete Cut-off Wall, Downstream, MAG Std Det 552, 4'	LF	150		
23	Riprap, D50=6", 12" Thick, With Geotextile Fabric	CY	15		
24	Riprap, D50=6", 24" Thick, With Geotextile Fabric	CY	79		
25	PVC C900 Pipe, 8"	LF	55		
26	Ductile Iron Pipe, 8"	LF	44		
27	Mobilization/Demobilization	LS	1		
28	Permits, SWPPP, Dust Control	LS	1		
29	Traffic Control	LS	1		
30	Construction Survey & As-builts	LS	1		
31	Utility Location Verification	LS	1		
32	Notification Signage	EA	2		
33	Soil Stabilization (PineBind-1)	Gal	5,002		
34	4" White Thermoplastic Traffic Stripe	LF	162		
35	4" Yellow Thermoplastic Traffic Stripe	LF	220		
36	Perforated Sign Post and Foundation	EA	3		
37	Flat Sheet Aluminum Sign Panel, High Intensity Grade	EA	3		

GENERAL PROVISIONS

Project Title: Arizona City Flood Hazard Mitigation

Project No. 60684191

1. Definitions. For this Contract certain words, phrases and terms shall have special meaning as defined herein. Furthermore, words used in the present tense shall include the future; words used in the singular shall include the plural; words in the plural shall include the singular; and words in the neutral or masculine gender are inclusive and do not in any way connote a specific gender.
 - 1.01 Bid Documents: The whole of the Invitation for Bids packet, which consists of all the documents listed in the index of said bid packet and all Addenda thereto.
 - 1.02 Bid Price: Total amount quoted by bidder for performing the Scope of Work described in the Bid Documents for Project No. 60684191.
 - 1.03 Bid Form: The approved PCFCD form on which the bidder affixes an authorized signature certifying that the bidder has carefully reviewed the Scope of Work and shall perform said Scope of Work and furnish all labor, equipment and materials necessary to complete said Work for an amount not to exceed the bid price quoted.
 - 1.04 Bid Security: A cashier's check, certified check, or surety bond written by a surety holding a certificate of authority to transact surety business in Arizona, in the amount of ten percent (10%) of the total bid price to guarantee the bidder will enter into the Contract if the bid is accepted and which is the agreed amount of liquidated damages in case of failure to enter into Contract or provide contract security.
 - 1.05 Bidder: An individual, partnership, firm, corporation, or any acceptable combination thereof, or joint venture responding to an Invitation for Bids by submitting a signed Bid.
 - 1.06 Board: Pinal County Flood Control Board of Directors.
 - 1.07 Calendar Days: A period of time meaning consecutive days including Saturdays, Sundays and holidays.
 - 1.08 Change Order: Amendment of the Contract, Contract Documents or both, which is not effective until after approval by the Contractor and the Pinal County Flood Control Board of Directors or their Designee. Approval by the Board of Directors or their Designee shall be in accordance with the provisions of paragraph 4 of the General Provisions of this contract. These changes include but are not limited to adding additional streets or roadway segments to the Scope of Work.
 - 1.09 Channel: A natural watercourse.
 - 1.10 Contract Administrator: Director of the PCFCD, who reviews and approves recommendations for all contracts, change orders and pay estimates to the Flood Control District Board of Directors.

- 1.11 Contract Bonds/Contract Security (Performance Bond and Labor and Material Payment Bond): The approved forms of security, furnished by the successful bidder/contractor and the Contractor's surety or sureties, guaranteeing the full and complete performance of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts including the payment of all taxes pertaining to the Scope of Work.
- 1.12 Contract/Contract Documents: The written instrument between Pinal County Flood Control District and the Contractor entitled "Contract Agreement" and the Bid Documents, as defined above, constitute the entire Contract/Contract Documents after (a) award of the Contract; (b) the successful bidder has furnished the required security and insurance and executed the Contract Agreement; (c) Pinal County Flood Control Board of Directors has accepted and approved the security; and (d) execution of the Contract Agreement by Pinal County Flood Control Board of Directors.
- 1.13 Contract Time: The number of calendar days allowed for completion of the Contract, including authorized time extensions. If a specified completion date is shown in lieu of the number of working or calendar days, the contract time expires on that date and the Contract shall be completed on or before that date or the date of any authorized extension.
- 1.14 Contractor: A bidder in whose favor the Pinal County Flood Control Board of Directors has awarded the Contract and who has provided the necessary Contract security, met the required insurance requirements and entered into a contract agreement with the Pinal County Flood Control Board of Directors.
- 1.15 Project Engineer or the Engineer's Designee: The PCFCD Project Engineer, acting by and under the authority of the laws of the State of Arizona, or the Project Engineer's designee acting under the County Engineer's supervision, on behalf of the Pinal County Flood Control Board of Directors.
- 1.16 Culvert: Any structure not classified as a bridge which provides an opening under the roadway.
- 1.17 Days: Calendar days (see above).
- 1.18 Department: The Pinal County Department of Public Works.
- 1.19 Director: The Pinal County Director of Public Works, acting in the official capacity as said Director.
- 1.20 Equipment: All machinery and equipment, together with the necessary supplies for upkeep and maintenance and also tools and apparatus necessary for acceptable completion of the Scope of Work.
- 1.21 Holidays: The legal holidays as defined in the latest revisions at the time of bidding, of the Arizona Revised Statutes, Title 1, Chapter 3, § 1-301.
- 1.22 Laboratory: A testing laboratory that has been approved by the Project Engineer to perform testing and that has been determined by the Engineer to be free from any conflict of interest.

- 1.23 Labor and Material Payment Bond: A payment bond furnished by Contractor and Contractor's surety or sureties for the full amount of the Bid Price to guarantee payment to laborers and material suppliers.
- 1.24 Materials: Any substances specified for use in the construction of the Project.
- 1.25 Material Supplier: One who fabricates, or processes an item off the Project Site, and who may or may not deliver this to the Project Site. For purposes of this definition, a supplier shall not include one who establishes a fabricating process or facility expressly for use of the Project, whether on or off the Project Site; or one who performs work on the Project Site that is incorporated into the Project.
- 1.26 Notice of Award: Written notice to the successful bidder notifying that the bid has been accepted by the Pinal County Flood Control Board of Directors.
- 1.28 Performance Bond: A bond in the full amount of the total Bid Price furnished by Contractor and Contractor's surety or sureties to protect PCFCD by conditioning release of the bond sum upon Contractor's full and complete performance of the Contract and all supplemental agreements thereto.
- 1.29 Plans: The project plans, standard drawings, working drawings and supplemental drawings, or reproductions thereof, approved by the Project Engineer, which show the location, character, dimensions and details of the Work to be performed. All such documents are to be considered as a part of the plans whether or not they are reproduced in the Invitation for Bid packet.
- 1.30 Progress Payment: Monthly draw against the contract price based on work completed and determined by the Schedule of Values and approved by the Engineer.
- 1.31 Purchase Order: A document which specifies, identifies and/or describes an item, service or supply, delivery and/or transportation purchased by the County and includes a written note from Pinal to any contractor or vendor of the start date and the Scope of Work.
- 1.32 Quality Assurance Inspector/QA Inspector: The Engineer's authorized representative assigned to make detailed inspections of contract performance.
- 1.33 Repetition of Expressions: In order to avoid cumbersome and needless repetition, such phrases as "to the Engineer" and "by the Engineer" shall be understood to mean that when an order, instruction, decision, exercise of judgment or other similar action is indicated, such order, instruction, decision, exercise of judgment or other similar action shall be issued, given, made by or reserved to the Project Engineer.
- 1.34 Schedule of Performance: A timetable prepared by a bidder given a Notice of Award, to commence running upon Pinal's issuance of a Notice to Proceed, defining the Bidder's projection of significant milestones in the course of the performance of the Contract, as well as the number of days elapsed from the issuance of the Notice to Proceed to each such milestone.
- 1.35 Schedule of Values: Prices set by the Contractor for specified divisions of the Work. These prices shall be used to arrive at the amounts due under this contract on the progress

payments. They shall include everything for that particular quantity of work which the Contractor expects to be paid, e.g. labor, material, overhead, profit, equipment costs or rental, transportation.

- 1.36 Shop Drawings: Drawings submitted by the Contractor for use showing details to be used where appropriate including supplemental design sheets.
 - 1.37 Specifications: The compilation of provisions and requirements for the performance of the prescribed Scope of Work, which include general, special and technical specifications.
 - 1.38 Subcontractor: An individual, partnership, firm or corporation or any acceptable combination thereof, or joint venture, which performs any of the prescribed Scope of Work, directly or indirectly for or on behalf of Contractor whether or not in privity of contract with Contractor.
 - 1.39 Superintendent: Contractor's authorized representative in responsible charge of the work.
 - 1.40 Surety: The corporate body bound with and for Contractor, for the full and complete performance of the Contract and for payment of all debts pertaining to the Work.
 - 1.41 Working Day: A calendar day, exclusive of Saturdays, Sundays and County-recognized holidays, on which weather and other conditions not under the control of Contractor shall permit Contractor's operation to proceed for the major part of the day with the normal working force engaged in performing the controlling item or items of work which would be in progress at that time.
2. No Waiver of Legal Rights. Partial or final acceptance of the Work under this Contract shall not preclude or prohibit PCFCD from correcting any measurement, estimate or certificate made before or after completion of the Work, nor shall PCFCD be precluded or prohibited from recovering from Contractor or its surety, or both, such overpayment as it may sustain, or by failure on the part of Contractor to fulfill its obligations under the Contract. A waiver on the part of Pinal of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.
 3. Latent Defects, Fraud, Gross Mistakes. Contractor, without prejudice to the terms of the Contract, shall be liable to Pinal for latent defects, fraud or such gross mistakes as may amount to fraud, or as regards to Pinal's rights under any warranty or guarantee.
 4. Change Orders. Pinal County Flood Control Board of Directors may, at any time, by written order and without notice to sureties make or direct changes (revisions, additions or deletions) within the general scope of the Contract in the Work to be performed. Written change orders from Contractor shall be submitted with written justification and estimates to the PCFCD Project Engineer. All written change orders which shall increase the Contract Price by more than 10% together with time extensions related thereto, requires formal approval by the Pinal County Flood Control Board of Directors prior to any change in Work under the Contract.
 5. Delays and Extensions. Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any, may be covered by an extension of time for such reasonable period as may be

mutually agreed upon between the parties hereto. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date shall not be construed as a waiver by PCFCD of any of its rights herein.

6. Disputes. For resolving questions of fact not disposed of by agreements between the parties to this Contract, the final determination shall be made by PCFCD.
7. Contract Bonds. Contractor shall execute a Labor and Material Payment Bond, if subcontractors are to provide labor and materials, and shall execute a Performance Bond, each in an amount at least equal to 100 percent (100%) of the full Contract Price. Such bonds shall be issued by a surety company or surety companies, acceptable to PCFCD and duly authorized to do business in the State of Arizona, and shall be payable to Pinal County Flood Control Board of Directors. The Attorney-in-Fact who executes the bonds on behalf of surety shall affix thereto a certified and current copy of the Attorney in Fact's Power of Attorney. Only those forms of Performance and Payment Bonds that conform with Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes shall be used. Bonds from individual sureties are not acceptable. The bonds shall serve as security for the faithful performance of the Contract, including maintenance provisions, and for the payment of all persons performing labor and furnishing materials in connection with the Contract. The premiums on the bonds shall be paid by Contractor. If, at any time, PCFCD shall become dissatisfied with any surety or sureties then upon the bonds, or if for any other reason such bonds shall cease to be adequate security for PCFCD, Contractor shall, within five (5) calendar days after notice from the Engineer so to do, substitute acceptable bonds in such form and sum and signed by such other sureties as may be satisfactory to PCFCD. The premiums on such bonds shall be paid by Contractor. PCFCD may withhold the premiums due on such bonds from compensation due Contractor.
8. Independent Contractor. All Work performed under this Contract is being performed by Contractor as an independent contractor and not as an employee or agent of PCFCD. This Contract does not constitute, create, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between PCFCD and Contractor, Contractor's employees, subcontractors, subcontractors' employees or any person supplied by Contractor in the performance of Contractor's obligations under this Contract and does not entitle said persons to rights or benefits from PCFCD normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits. Contractor and subcontractors shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Pinal with respect thereto, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Contractor from its subcontractors on behalf of PCFCD.
9. Insurance. Without limiting any of Contractor's obligations or liabilities, Contractor, at Contractor's own expense, shall purchase and maintain the minimum insurance coverage listed below with responsible insurance carriers duly licensed to do business within the State of Arizona and satisfactory to PCFCD and with policies and forms satisfactory to PCFCD.

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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 PCFCD, 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 PCFCD, 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 PCFCD 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 PCFCD shall be repaid by Contractor to PCFCD upon demand, or PCFCD may offset the cost of the premiums against any monies due to Contractor from PCFCD.

Primary Coverage. Contractor's insurance shall be primary insurance as respects PCFCD and any insurance or self insurance maintained by PCFCD 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 PCFCD.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against PCFCD, 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 PCFCD under such policies. Contractor shall be solely responsible for deductible and/or self-insured retention and PCFCD, 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 PCFCD.

Certificates of Insurance. Prior to commencing the Work under this Contract, Contractor shall furnish PCFCD 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:

Pinal County Flood Control Board of Directors
Post Office Box 827
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. PCFCD 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 PCFCD's right to insist on strict fulfillment of Contractor's obligations under this Contract.

10. 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, PCFCD and subcontractors shall comply with the paragraph entitled "Insurance" above.
11. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold harmless PCFCD, its agents, representatives, officers, directors, officials and employees, 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 PCFCD, its agents, representatives, officers, directors, officials and employees 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. The amount and type of insurance coverage requirements set forth in the Contract Documents or remuneration of any insurance coverage herein provided shall in no way be construed as limiting the scope of the indemnity in this paragraph. Such indemnity shall be required by Contractor from its subcontractors on behalf of PCFCD.
12. Survivability. Every provision of paragraph 9, (Insurance), paragraph 10 (Subcontractor's Insurance) and paragraph 11 (Indemnification) of these General Provisions shall survive the termination, cancellation, suspension, or completion of this contract.
13. Contractor's Responsibility. To the fullest extent permitted by law, Contractor shall be responsible for its own negligent acts, omissions and mistakes, and that of its employees, agents and subcontractors.
14. Requiring Removal of Unqualified Personnel. If Contractor personnel are deemed to be incompetent, careless, or otherwise objectionable, the contracting officer may require the removal of such personnel from the project.

14.1 Such an action shall be supported by facts which show continued incompetence,

carelessness, neglect, or other behavior detrimental to contract performance and to the County's best interest.

- 14.2 This is a delegated authority of the contracting officer's representative (COR), normally to the Project Engineer, and shall be used if the contractor does not correct deficiencies in his organization.
- 14.3 Incompetency by the Contractor's QC staff shall be brought to the Contractor's attention. If no immediate corrective action is taken by the Contractor, he may be directed to remove any employee acting in an incompetent manner. The Contractor shall comply and if this action is considered necessary, action shall be taken within 48 hours.
15. Requiring the Contractor to Assume Personal Supervision. If the Contractor does not provide a superintendent approved by the Project Engineer, the Project Engineer may require the Contractor to assume personal supervision of the work.
16. Non-liability of Public Officials and Pinal County Flood Control Representatives. The Pinal County Flood Control Board of Directors, officials, agents or employees of PCFCD shall not be charged personally by Contractor with any liability or held liable by Contractor under any term or provision of this Contract, in carrying out any of the provisions of the specifications or in exercising any power or authority granted to them by or within the scope of the Contract, or because of the Contractor's execution or attempted execution or because of any breach. It is understood and agreed that in all such matters the Pinal County Flood Control Board of Directors, officials, agents and employees act solely as agents and representatives of PCFCD.
17. Notice of Claim. Contractor shall notify Pinal County Flood Control Board of Directors of any claim filed against Contractor or Contractor's insurance company arising from services performed under the Contract within thirty (30) days of such filing.
18. Final Payment Acceptance. The acceptance by Contractor, its successors or assigns of any payment made as final payment under the Contract or of any final payment due on termination of the Contract, shall constitute a full and complete release of PCFCD and its Board of Directors from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against PCFCD or its Board of Directors under the provisions of the Contract.
19. Assignment and Subcontracting. Contractor shall not assign or subcontract the whole or any part of the Contract without prior written consent of Pinal County Flood Control Board of Directors. No such authorization shall be construed to relieve Contractor of Contractor's primary responsibility for completion of the contract or the Contract itself. Contractor shall be directly responsible for the quality and performance of any work subcontracted, and if any subcontractor shall fail to perform the work undertaken by the subcontractor in a manner satisfactory to the Project Engineer, Contractor shall immediately cause replacement of or repairs or alterations to the work in a manner satisfactory to the Engineer. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and Pinal County Flood Control Board of Directors.
20. Retention of and Access to Records. Contractor and every subcontractor shall keep and maintain all books, papers, records, accounting records, files, accounts, reports, cost proposals with backup data and all other material relating to the Project, and shall make all such materials

available at any reasonable time during the term of work on the Project and for five (5) years from the date of final payment to Contractor for auditing, inspection and copying upon Pinal County's Flood Control Districts request. Contractor shall insert in each of its subcontracts the above requirement and also a clause requiring its subcontractors to include the above requirement in any lower-tier subcontracts or purchase orders.

21. Employment of Personnel of Public Agencies. Contractor shall not engage the services of any person or persons then in the employ of PCFCD, except off duty Pinal County Sheriff's Officers for Traffic Control.
22. General Compliance with Laws. Contractor, its employees, agents, subcontractors, subcontractor's employees and agents, and anyone acting on Contractor's behalf shall comply with all applicable federal, state and local laws, regulations, rules and ordinances, including but not limited to speed limits, weight/load restrictions and environmental laws and regulations.
23. Permits, Licenses, Fees. Contractor shall procure all permits and licenses, pay all charges, fees, taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.
24. Sales and Use Taxes. In accordance with State of Arizona, Department of Revenue regulations, all sales and use taxes due the State on materials, labor or services and equipment used in this Project, shall be paid by Contractor. Before final payment on the Contract is made by PCFCD, Contractor shall furnish the District with a certificate duly acknowledged stating all such sales and use taxes have been paid to the State of Arizona. In the event that services or materials of a subcontractor are used, Contractor agrees to make the same requirements contained above of the subcontractor in favor of the District. Any and all refunds claimed and received by PCFCD shall be the property of the PCFCD and shall not affect any bid price or Contract price under this Contract.
25. Termination of Contract for Default. If Contractor:
 - 25.1 Fails to begin the Work under this Contract within the time specified,
 - 25.2 Refuses or fails to perform the Work, or any separable part, with such diligence as shall ensure its completion within the agreed upon time; or if the Contractor fails to complete the Work within such time;
 - 25.3 Fails to supply sufficient skilled workmen or suitable equipment or materials according to required specifications and/or provides defective material,
 - 25.4 Fails to make prompt payments to subcontractors or suppliers at any tier, or for labor, materials or equipment;
 - 25.5 Fails to perform the Work in a satisfactory manner, or neglects or refuses to remove materials or to perform anew such Work as may be rejected as defective, unsuitable and unacceptable;
 - 25.6 Fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction or specified by the Contract Documents;

- 25.7 Fails to follow any reasonable instruction by Pinal County Flood Control District;
- 25.8 Performs work which deviates from the Contract Documents;
- 25.9 Discontinues the prosecution of the Work;
- 25.10 Fails to resume the Work which has been discontinued within a reasonable time after notice to do so;
- 25.11 Allows any final judgment to stand against the contractor unsatisfied for a period of ten days;
- 25.12 Commits any act of bankruptcy or insolvency;
- 25.13 Makes an assignment for the benefit of creditors;
- 25.14 Otherwise violates in any material way any provision or requirement of the Contract Documents, or
- 25.15 For any other cause whatsoever, fails to carry on the Work in an acceptable manner.

Pinal County Flood Control Board of Directors shall give notice in writing to Contractor and its surety of such failure, delay, neglect, refusal or default, specifying the same. If Contractor, or Contractor's surety, within a period of seven (7) days after such notice, shall not proceed in accordance therewith, then Pinal County Flood Control Board of Directors upon the failure of Contractor to comply with such notice, shall have full power and authority, without violating the contract, to terminate this Contract. Pinal County Flood Control Board of Directors, at its option, may call upon the surety to complete the Work in accordance with the terms of this Contract or Pinal County Flood Control Board of Directors may take over the Work, including any or all materials and equipment on the ground as may be suitable and acceptable to Pinal County Flood Control Board of Directors and may complete the Work with its own force account, or may enter into a new contract for the completion of the Work, or may use such other methods as in the opinion of Pinal County Board of Directors shall be required for the completion of the Work in an acceptable manner. All costs and charges incurred by Pinal County Board of Directors, together with the cost of completing the Work, shall be deducted from any monies due or which may become due to Contractor on this Contract. If such expense exceeds the sum which would have been payable under this Contract, Contractor and Contractor's surety shall be liable and shall pay to Pinal County Board of Directors the amount of such excess.

26. Termination, Postponement or Abandonment.

- 26.1 The right is reserved by Pinal County Board of Directors to terminate, indefinitely postpone, or abandon this Work, in whole or in part, when, for any reason, Pinal County Flood Control Board of Directors determines such action is in the best interest of the Flood Control District. This Contract may be terminated by giving written notice to Contractor at least twenty-four (24) hours prior to the termination, postponement or abandonment, and Pinal County Flood Control District shall be liable to Contractor

only for work performed up to the effective date of termination, postponement or abandonment. In no event shall payment for such costs exceed the current contract price. Acceptable materials, obtained by Contractor for the work but which have not been incorporated therein, may, at the option of Pinal County Flood Control Board of Directors, be purchased from Contractor at actual cost delivered to a prescribed location or otherwise disposed of as mutually agreed. Contractor agrees to make his cost records available to PCFCD to the extent necessary to determine the validity and amount of any claim made against Pinal PCFCD under this Contract. Termination of a Contract or portion thereof shall not relieve Contractor of its 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 performed.

- 26.2 Because PCFCD may have more than one construction project at the same time and because the successful bidder on this project may also be a successful bidder on one or more of these projects, the successful bidder shall warrant and prove to the satisfaction of the Project Engineer that it is capable of performing all contracts concurrently. Failure to do so may be cause for the PCFCD in its sole discretion to terminate the contract and any other contract(s) awarded.
27. Improper Exercise of Authority. It is further understood and agreed that Contractor shall not in any way exercise any portion of the authority or sovereign powers of Pinal County Flood Control Board of Directors and shall not make a contract or commitment, or in any way represent itself as an agent of Pinal County Flood Control Board of Directors.
28. Subcontracts. Subcontracts entered into by Contractor to accomplish the Work shall incorporate, by reference, in each subcontract the provisions of the Contract Documents. Subcontracts shall be in writing and shall contain a provision whereby a person so employed or with whom a subcontract has been entered, acknowledges that Pinal County Flood Control Board of Directors shall not be liable for any costs, claims, damages, reimbursement or payment of any kind relating to such subcontract. Contractor shall bear full responsibility for acceptable performance under each subcontract.
29. Changes in Subcontractors or Material Supplier: In the event there is a need to change, add or delete a subcontractor or material supplier, the Project Engineer shall be notified in writing no less than 7 days prior to the commencement of work by the proposed subcontractor or delivery of supplies by the proposed material supplier.
30. Liens. Prior to payment to Contractor of final retention of compensation and release of Labor and Material Bond (Payment Bond) by Pinal County Flood Control Board of Directors, Contractor shall provide to the Board of Directors a notarized receipt/release for satisfaction of payment and waiver of lien on this Project from each subcontractor, supplier and subsupplier performing services, labor and/or providing materials 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 County Flood Control Board of Directors, provide a written, notarized statement to Pinal County Flood Control Board of Directors 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.
31. Notices. Any notice or demand under this Contract from either party to the other shall be in

writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. Mail box, in a postage prepaid envelope addressed to the other party to the address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and changed address.

Pinal: Project Engineer, Pinal County Department of Public Works
P. O. Box 727, Florence, AZ 85132

Contractor: To the address shown on the Bid form

32. Nondiscrimination, etc. In connection with the performance of the Work, Contractor shall comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative actions, and further agrees to insert an identical provision requiring said compliance in all subcontracts hereunder.
33. Environmental Protection. Contractor shall comply with all applicable federal, state and local statutes, rules, regulations, orders and requirements relating to environmental protection including but not limited to those relating to or adopted under: the Clean Air Act (42 U.S.C 7401 et seq. as amended), the Clean Water Act (33 U.S.C. 1251 et seq. as amended), the Resource Conservation and Recovery Act (42 USC 6901 et seq. as amended), and the Comprehensive Environmental Response Compensation and Recovery Act (42 U.S.C. 6901 et seq. as amended), and the Comprehensive Environmental Response Compensation and Recovery Act (42 U.S.C 9601 et seq. as amended). Specifically for contracts exceeding \$100,000 Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, (42 U.S.C 1857 (h), Section 508 of the Clean Water Act (33 U.S.C 1344) and US Environmental Protection Agency (40 CFR Part 15) which prohibit the use under nonexempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the US EPA Assistant Administrator for Enforcement (EN-329).
34. Energy Conservation. Contractor shall comply with mandatory standards and policies, as applicable, relating to energy efficiency which are contained in the State Energy conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
35. Antitrust Violations. Contractor and Pinal County Flood Control Board of Directors agree that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user, in this case, Pinal County Flood Control Board of Directors. Therefore, Contractor, acting as a vendor, hereby assigns to Pinal County Flood Control Board of Directors any and all claims for such overcharges.
36. Organizational Conflicts of Interest. No contract for the construction of a project shall be awarded to the firm that designed the Project or its subsidiaries, affiliates, the parent company or subcontractors or to a management and/or general consultant or any of its subsidiaries, affiliates, the parent company or subcontractors that were involved in any aspect of the design process, except with the approval of Pinal County Flood Control Board of Directors.
37. Antilobbying. Contractor shall comply with the provisions of Section 1352 of Title 31, U.S. Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8

and Subpart 52.203-11. The legislation prohibits federal funds from being expended by a recipient or any lower tier sub-recipients of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. All disclosure statements shall be furnished to Pinal County Flood Control Board of Directors.

Contractor shall require all lower-tier subcontractors who have agreements exceeding \$100,000.00 to complete the Certification of Federal Contracts (ECS Form 90-1) and, when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3) prior to execution of the Prime Contractor's Agreement with Pinal. Lower-tier certifications shall be maintained by Contractor.

38. Drug-Free Workplace. Contractor shall comply with the Drug Free Workplace Act of 1988 and implement regulations and furnish the requisite "Certification regarding Drug-Free Workplace Requirements" to Pinal and insert this provision in all subcontracts.
39. Issuing an Unsatisfactory Performance Appraisal. Pinal County Flood Control Board of Directors may perform periodic performance appraisals throughout the life of the contract. Contractor shall receive written notice of any deficiencies. If the contractor fails or continues to fail, to correct noted deficiencies in performance, Contractor shall be cited as unsatisfactory at the conclusion of the project.
40. Suspension and/or Debarment. Contractor shall acknowledge, sign and notarize the Affidavit of Suspension and/or debarment as addressed in the Affidavit of Suspension and/or Debarment (ASD) section of this Invitation for Bids, affirming no suspension or debarment has occurred during the preceding three (3) years.
41. Immigration Law Compliance. In accordance with A.R.S. §41-4401(A), the Contractor and/or any subcontractor warrants that they are in compliance with all Federal immigration laws and regulations that relate to their employees and that they are in compliance with the requirement of A.R.S. §23-214(A) that after hiring an employee they shall verify the employment eligibility of the employee through the E-verify program.

A breach of the above warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay the contract.

PC FCD retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor and any subcontractors are in compliance with the state and Federal Immigration Laws.”

(END OF SECTION)

SPECIAL PROVISIONS AND SPECIFICATIONS

Project Title: Arizona City Flood Hazard Mitigation

Project No. 60684191

1. Definitions. For this Contract certain words, phrases and terms shall have special meaning as defined in Section 101 of ADOT Standard Specifications for Road and Bridge Construction, 1990 Edition, except for the following listed definitions.
 - 1.1 Definitions:
 - 1.1.1 Median: The portion of the highway, street or road which separates the traveled roadway from traffic flowing in opposite directions.
 - 1.1.2 Pathway: a footpath or bicycle way.
 - 1.1.3 Right-of-Way: A general term denoting land, property or interest therein, usually in a strip, acquired for or devoted to transportation purposes.
 - 1.1.4 Sidewalk: That portion of the roadway primarily constructed for the use of pedestrians.
 - 1.1.5 Standard Drawings: Drawings approved for repetitive use, showing details to be used where appropriate.
 - 1.1.6 Structures: Bridges, culverts, catch basins, drop inlets, retaining walls, manholes, endwalls, buildings, sewers, service pipes, under drains, foundation drains and other features which may be encountered in the Work and not otherwise classed herein.
2. Scope of Work/Work. As set forth in document entitled "Invitation for Bids" and performed in a workmanlike manner and according to the specifications and requirements set forth in the Contract Documents and all materials, tools, equipment, supplies, facilities, utilities, transportation, experienced supervision, and labor necessary for and required to perform and complete the Project.
3. Intent of Specifications and Plans. The specifications and plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set so that any Work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the Work shall be completed according to the complete design or designs as decided and determined by the Project Engineer.
4. Discrepancy Procedure. Should anything be omitted from the specifications and plans which is necessary to a clear understanding of the Work, or should it appear that various specifications and/or instructions are in conflict, or in the event of a recognized ambiguity by Contractor or any Subcontractor, it shall be brought to the attention of the contact person named in the Invitation for Bids, if discovered prior to the opening of bids, or to the attention

of the Project Engineer, if discovered after the award of contract, and written instructions secured from the Project Engineer before proceeding with the Work affected by such omission or discrepancy.

5. Pre-construction Conference. The Project Engineer and successful bidder shall have a conference prior to beginning the Work.
6. Administrator's Responsibilities. To audit the invoices, prepare payment recommendations to the Board, establish schedules, review and prepare change order recommendations.
7. Work Hours. The work schedule shall be coordinated between Contractor and Project Engineer. Work shall be done during daylight hours, Monday through Friday, excluding County Holidays, pursuant to A.R.S. 1-301, unless otherwise approved by Project Engineer. Daylight hours are defined as ½ hour after sunrise and ½ hour before sunset.
8. Protection of Finished or Partially Finished Work. Contractor shall properly guard and protect all finished or partially finished Work, and shall be responsible for same until the entire Project is completed and accepted by Pinal County Flood Control Board of Directors.
9. Site Investigation. Contractor hereby acknowledges that the Contractor has investigated the construction site and is fully cognizant of the features and Scope of Work to be completed under the Contract Documents. Contractor agrees any failure to fully investigate, inspect, and take proper measurements and to satisfy itself of the Scope of Work for the Project shall not be grounds for additional compensation under this Contract.
10. Differing Site Conditions.
 - 10.1 During the performance of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract Documents or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered in performing the Work are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions.
 - 10.2 Upon written notification, the Project Engineer shall investigate the conditions and if it is determined that the conditions materially differ and cause an increase or decrease in the Work to be performed, including the quantity and cost of the materials to be furnished and delivered, or in the time required for performing the Work, the Contract may be canceled or an adjustment, excluding anticipated profits, may be made and the Contract modified in writing accordingly with the approval of the Pinal County Flood Control Board of Directors. Pinal County Flood Control Board of Directors shall notify Contractor of the determination whether to cancel the Contract or whether or not an adjustment of the Contract is warranted.
 - 10.3 No contract adjustment, which results in a benefit to Contractor, shall be allowed unless Contractor has provided the required written notice.
 - 10.4 No contract adjustment shall be allowed under this clause for any effects caused on

unchanged work.

11. Dust Control. Contractor shall be responsible for dust control on the Project Site during the term of this contract.
12. Cooperation by Contractor. Contractor shall be supplied with a minimum of two sets of approved plans and Contract assemblies including special provisions, one set of which Contractor shall keep available at the Project Site at all times. Contractor shall give the Work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Project Engineer, the Quality Assurance Inspectors and other contractors in every way possible. Contractor shall have at the project site at all times, as Contractor's agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of Work being performed, who shall receive instructions from the Project Engineer. The superintendent shall have full authority to execute orders or directions of the Project Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. A superintendent shall be furnished irrespective of the amount of Work subcontracted.
13. Blue Stake Notification. Contractor shall contact the appropriate utility companies for Blue Staking of underground utility locations at least three working days prior to commencement of construction of the Work.
14. Cooperation with Utility Companies. If necessary PCFCD shall notify all utility companies, all pipeline owners or other parties affected and endeavor to have all necessary adjustments of the public or private utility fixtures, pipelines and other appurtenances within or adjacent to the limits of construction, made as soon as practicable. Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted shall be moved by the owners at their expense, unless otherwise provided for in the special provisions or noted on the project plans. The Contract shall indicate various utility items, some of which shall be relocated or adjusted by the utility owner, including the date by which the Work is expected to be completed, and other utility items which shall be relocated or adjusted by Contractor. It is understood and agreed that Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the project plans or described in the special provisions. Contractor shall make every effort to cooperate fully with each utility company and shall understand that delays to its operations may necessarily occur.
15. Cooperation between Contractors. Pinal County Flood Control Board of Directors reserves the right at any time to contract for and perform other or additional work on or near the work covered by the Contract. When separate contracts are awarded within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same Project shall cooperate with each other as directed. If requested by the Project Engineer, each Contractor shall furnish the Project Engineer with written evidence that Contractor has made the necessary arrangements with the other contractors for the successful prosecution of the work for the benefit of all parties. Each Contractor involved

shall assume all liability, financial or otherwise, in connection with its contract and shall protect and save harmless Pinal County Flood Control District and its officers, agents and employees from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by it because of the presence and operations of other contractors working within the limits of the same project. Contractors shall arrange their work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project and on adjoining projects. Contractor shall join Contractor's work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

16. Authority of the Project Engineer. The Project Engineer shall decide any and all questions which may arise as to the Work, including the quantity, quality and acceptability of materials furnished and rate of delivery. The Project Engineer shall decide all questions which may arise as to the interpretation of the specifications or plans. The Project Engineer with the consent of the Pinal County Flood Control Board of Directors shall have the authority to suspend the Work, wholly or in part, due to the failure of Contractor to correct conditions unsafe for the workers or the general public; for failure to carry out provisions of the Contract Documents and to carry out orders. The Project Engineer may suspend the Work for such period as the Project Engineer may deem necessary due to adverse weather conditions, for conditions considered adverse to the prosecution of the Work or for any other condition or reason deemed to be in the public interest. The Project Engineer's decision, in case any questions may arise, shall be a condition precedent to the right of Contractor to receive any money or compensation for the Work under the Contract Documents. The Project Engineer shall have full power to reject or condemn all or part of the Work performed under the Contract Documents, which does not conform to the specifications, terms and conditions herein expressed. All Work shall be performed, including the furnishing of materials, strictly to and in conformity with the plans and specifications made part of the Contract Documents and according to the directions of the Project Engineer.

The Project Engineer's failure to discover or reject Work, including materials, not in accordance with the plans, specifications and contract documents during performance of the Work, shall not be considered an acceptance of the Work, or a waiver of defects. Neither the failure to properly perform inspections, tests or approvals required by the Contract Documents nor the activities or duties of the Project Engineer in the administration of the Contract Documents shall relieve Contractor from Contractor's obligation to perform the Work strictly to and in conformity with the plans, specifications, terms, provisions and conditions of the Contract Documents.

17. Duties of Quality Assurance Inspector. QA Inspectors shall be authorized to inspect all Work done and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The QA Inspector shall not be authorized to alter or waive the provisions of the Contract. The QA Inspector shall not be authorized to issue instructions contrary to the plans and specifications or to act as foreman for Contractor; however, QA inspectors shall have the authority to reject Work or materials until any questions at issue can be referred to and decided by the Project Engineer.
18. Inspection of Materials and Work. Pinal County Flood Control Board of Directors may

reject or condemn, in whole or in part, materials not in good condition or not in compliance with the specifications of the Bid/Contract Documents. All materials and each part or detail of the Work shall be subject to inspection by the Project Engineer and/or QA Inspectors. The Project Engineer and QA Inspectors shall be allowed access to all parts of the Work, including materials used, and shall be furnished with such information and assistance by Contractor as is required to make a complete and detailed inspection.

Contractor shall schedule its operations to allow a reasonable amount of time for Project Engineering inspection of the Work, including materials used. In most cases, inspection shall be completed in eight work hours or less. Contractor shall not be entitled to additional compensation or an extension of Contract time for delay resulting from such inspections. The Project Engineer and/or QA Inspectors shall perform the inspection as expeditiously as possible in order that the Work might progress in an orderly and continuous manner. Additional inspection costs incurred due to Contractor errors shall be at Contractor's expense.

Any Work done or materials used without inspection by the Project Engineer may be ordered removed and replaced at Contractor's expense unless the Project Engineer failed to inspect after having been given a minimum of 48 hours notice in writing that the Work was to be performed.

When any unit of government, political subdivision, utility or any railroad corporation is to pay a portion of the cost of the Work covered by the Contract, its respective representatives shall have the right to inspect the Work. Such inspection shall in no sense make any unit of government, political subdivision or any railroad corporation a party to the Contract and shall in no way interfere with the rights of either party to the contract.

19. Removal of Unacceptable and Unauthorized Work. All work, including materials used, which does not conform to the requirements of the Contract Documents shall be considered unacceptable. Unacceptable and/or defective Work, including materials used, found to exist prior to the final acceptance of the Work, shall be removed immediately and replaced by acceptable Work, including materials. Upon failure on the part of Contractor to comply with any order of the Project Engineer made under the provisions of this subsection, the Project Engineer shall have authority to cause unacceptable and/or unauthorized Work, including materials, to be remedied or removed and replaced and to deduct the costs from any monies due Contractor.
20. Load Restrictions. Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the project. A special permit shall not relieve Contractor of liability for damage, which may result from hauling of materials or moving of equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or the roadway or to any other type of construction shall not be permitted. Hauling of materials over the subgrade or the base course or surface course under construction shall be limited as directed by the Project Engineer.

21. Maintenance During Construction. Contractor shall maintain the Work during construction and until the Project is accepted. This maintenance shall constitute continuous and effective

Work prosecuted day by day with adequate equipment and forces to the end that the Work is kept in satisfactory condition at all times. All costs of maintenance work during construction and before the project is accepted shall be considered as included in the Bid/Contract Price. If at any time Contractor fails to comply with the provisions of this subsection, Pinal County Flood Control Board of Directors shall immediately notify Contractor of such noncompliance. If Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, Pinal County Flood Control Board of Directors may immediately proceed to maintain the Work and the entire cost of this maintenance may be deducted from monies due and/or to become due Contractor under this contract and/or any other contract that Contractor is performing for Pinal County Flood Control Board of Directors and/or collect from Contractor and/or from Contractor's surety by any remedy allowed by law.

22. Cleanup. Prior to the final inspection of Work under this Contract, Contractor shall remove all loose debris, unused material and other materials that are not a part of the finished product, from the site of the Work.
23. Final Inspection. Upon due notice from Contractor that the entire Work under the Contract Documents is completed, the Project Engineer and/or QA Inspectors shall make an inspection. If all Work, including materials, provided for and contemplated by the Contract Documents are approved to the Project Engineer's and/or QA Inspector's satisfaction, that inspection shall constitute the final inspection and the Project Engineer shall notify Contractor in writing of completion of final inspection. If, however, the inspection discloses any Work, including materials, as unacceptable and/or defective, the Project Engineer shall give Contractor written notice of the unacceptable and/or defective Work, including materials, and Contractor shall immediately remove said Work, including materials, and replace it with acceptable Work, including materials. Upon remediation of the unacceptable and/or defective Work, including materials, as called for by the Project Engineer's notice, the above procedures shall be repeated until the Project Engineer gives notice of completion.
24. Care of Desert Vegetation at Structure Sites. All protected native plants at structure sites, including plants expressly tagged for removal shall be protected by Contractor from injury during construction. Contractor shall be responsible for any damage to non-tagged plants caused by construction operations and shall replace damaged plants to the satisfaction of Pinal County Flood Control Board of Directors.
25. Protection of Adjacent Property. Contractor shall take all necessary precautions to avoid harming and/or damaging any adjacent person, structure, property or vegetation.
26. As-Built Plans. As-Built Plans shall be prepared as construction proceeds, with the as-built data being entered in the plans as soon as a particular item of work is completed. These As-Built Plans shall show all differences between design and actual construction and shall include differences in Lengths, Widths, Heights, Locations, Alignments, Elevations, Slopes, Shapes, Quantities, Materials etc. wherever construction differs from design by more than the allowed tolerance or where there are differences in materials, color, consistency etc.. As-Built data shall be entered neatly and legibly in red on the design drawings. During construction the As-Built plans shall be made available for review by the Project Engineer when requested. The completed As-Built plans shall be sealed by a Registered Land

surveyor and submitted to the Project Engineer no later than five working days after completion of construction. The final sealed As-Built drawings shall be scanned into an electronic (TIF) or (TIFF) format and submitted to Pinal County Public Works Department prior to final acceptance of project.

As-Builts Plans final submission requires: (1) 24"X36" Mylar set and (1) Digital Copy either in TIFF or PDF format.

27. Safety Measures. Contractor shall take care at all times to protect the Work and its equipment. Contractor shall take all necessary precautions for the safety and protection of all persons, including workmen and the general public, and shall comply with all applicable provisions of federal, state and municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the property where the work is being performed.
28. Liquidated Damages. 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 County Flood Control Board of Directors, 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. Pinal County Flood Control Board of Directors shall have the right to deduct said liquidated damages from any amount due and/or that may become due Contractor under this contract and/or any other contract that Contractor is performing for Pinal County Flood Control Board of Directors and/or to collect such liquidated damages from Contractor and/or its surety by any remedy allowed by law.
29. Loss or Damage during Construction. All loss or damage arising out of the nature of work to be done, or from action of elements, or from unforeseen circumstances in prosecution of same, or from unusual obstructions or difficulties which may be encountered in prosecution of work shall be sustained and borne by Contractor at its own cost and expense.
30. Contractor's Guarantee. Contractor guarantees that the work shall remain in good order and repair and guarantee the material furnished under this Contract for a two-year period. Any defect in workmanship or materials arising during that period shall be repaired or removed and replaced, as determined necessary by Pinal County Flood Control Board of Directors, at Contractor's expense. If within ten (10) days after the mailing of a written notice by Pinal County Flood Control Board of Directors or its designated representative to Contractor, or its agent, requesting such repair or removal and replacement, Contractor shall neglect to perform the same with due diligence, Pinal County Flood Control Board of Directors may perform such repair or removal and replacement at Contractor's expense; provided, however, that in the case of emergency where, in the judgment of Pinal County Flood Control Board of Directors, delay would cause serious loss or damage, the repair or removal and replacement may be made without notice being sent to Contractor, and Contractor shall pay the cost thereof. Failure of Contractor to honor warranties in a cooperative and timely manner and to the satisfaction of Pinal County Flood Control Board of Directors shall result in the Contractor being disqualified from bidding on future Pinal County Flood Control Projects.

31. Manufacturers' Guarantees and Warranties. All manufacturers' guarantees and warranties shall be delivered to PCFCD before final payment on the Contract is made.

(END OF SECTION)

TECHNICAL PROVISIONS & SPECIFICATIONS

Project Title: Arizona City Flood Hazard Mitigation

Project No.: 60684191

The Work described herein shall be performed in accordance with the technical specifications, plans, and requirements of the following separate documents which are incorporated herein by reference:

U.S. Department of Transportation, Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, Latest Edition, herein referred to as "MUTCD."

Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, Latest Edition, herein after referred to as "MAG Standard Specifications."

The Arizona Department of Transportation Standard (ADOT) Specifications for Road and Bridge Construction, 2008, herein after referred to as "ADOT Standard Specifications."

The ADOT Construction Standard Drawings (C-Standards), Standard Drawings (B-Standards), Signing Marking Standard Drawings (M Standards), Latest Editions, herein after referred to as "ADOT Standard Drawings."

The Maricopa Department of Transportation (MCDOT) supplement to the MAG Uniform Standard Specifications and Details for Public Works Construction, Latest Edition, herein after referred to as "MCDOT Standard Details and Specifications"

Method of Measurement for Pavement: Shall be in accordance with the MAG Standard Specifications, except as set forth as the unit price in the Bid Schedule and these specifications.

Failure to Meet Required Rates: Failure by the Contractor to timely and adequately respond to the County Engineer or designated representative's weekly notice of product requirements shall constitute a material breach of the Contract, whereupon Pinal County may cancel the Contract and pursue any available legal remedy to recover for damages following that breach.

Material Specifications & Testing: Contractor, at its own cost, shall provide sampling and density testing per MAG Standard Specifications. A testing lab approved by the County Engineer or designated representative shall perform such testing. Contractor, at its own cost, shall provide Quality Control personnel. Pinal County shall provide Quality Assurance Inspectors. Testing is a non pay item (NPI). All costs associated with this item shall be incorporated into the bid price.

- A. Material sampling and density testing for sub-grade and aggregate base materials shall be per MAG Standard Specifications Part 300 and 700.
- B. The locations of density test samples shall be not more than 200 linear feet apart or

as determined by the Engineer or designated representative. Exact locations of tests may be designated by the Engineer or designated representative. The Engineer or designated representative may require density testing to be done by the sand cone method. All costs associated with the sand cone method shall be at the Contractors expense.

C. Depending on the project:

- i. Material sample testing for asphalt concrete shall include gradation and asphalt content. A minimum of one sample per 1,200 tons of material, but no less than one (1) sample from each source, is required for each day of paving or as determined by the County Engineer or designated representative.
- ii. Density testing of asphalt concrete shall be at random locations and no less than ten (10) per day or as determined by the County Engineer or designated representative.

Clearing and Grubbing: Clearing and Grubbing shall be accomplished according to MAG Standard Specifications Section 201 within the project area. As stipulated in MAG Standard Specifications Section 201, Clearing & Grubbing is NPI. All costs associated with this item shall be incorporated into the bid price of other items. The clearing and grubbing shall include removal of all debris, foreign objects, and un-wanted material from the construction site prior to start of the project.

Excess Fill Material: This project will require exporting excess fill material from the project site. Contractor shall be responsible for disposal of all excess fill material but Pinal County is providing the following three possible disposal locations for the excess material:

Option #1: Contractor may be able to excavate first 2' of soil from the Battaglia Basin area and dispose of it onto adjacent farm land as directed by Owner. Contractor to contact property manager Christian Ramierz 480-710-2997 and discuss the disposal site and required amount of soil.

Option #2: Contractor may be able to dispose any excess fill material from the basin excavation or channel excavation on to City of Eloy landfill 305 S Toltec Hwy, Eloy, AZ 85131. Contractor shall contact City of Eloy staff (Mr. Jeremy Hansen 520-251-2972) and discuss the disposal site and required amount of soil.

Option #3: Contractor may be able to dispose any excess fill material from the basin excavation or channel excavation on to the Pinal County pit located at the southeast corner of Hanna Road and Sunshine Blvd. Contractor shall contact Pinal County staff (Mr. Jim Higginbotham 520-866-6421) and discuss the disposal site and required amount of soil.

Pinal County does not guarantee that all of the excess material will be disposed with all three options listed above. Contractor will be responsible for contacting individuals listed above and coordinating disposal. Contractor to visit the above listed sites and evaluate the amount of material which can be disposed of within these sites.

Construction Water: Construction Water shall be obtained, provided and applied with sufficient quantity to keep dust down and bring material moisture content to optimum during construction activities. Construction Water is a NPI. All other costs associated with this item shall be incorporated into the bid price of other items.

Final Cleaning Up: When Construction is complete, the sites shall be cleared of all debris, contoured where necessary, and left in a neat and clean condition to the satisfaction of the Engineer. Final Clean up is a NPI. All other costs associated with this item shall be incorporated into the bid price of other items. All of the excavation material shall be removed from the Pinal County right-of-way prior to contractor receiving final payment.

Pay Items: All pay items relating to the work indicated on the project plans specifications are listed in the bid proposal sheet. The contractor shall include all necessary costs to complete this project within these items. Any work necessary to complete the project as represented in the plans and/or specifications that are not specifically noted as a pay item on the bid proposal sheet shall be considered incidental to the project and no separate payment shall be made.

Right-of-way: All Right-of-way (ROW) shown on the plans is existing ROW. There is no new ROW or permanent easements being acquired for this project. Contractor shall limit all construction activities to occur within existing ROW.

Character, Qualifications of Workmen, Methods and Equipment: Topics under this heading shall conform to the MAG Standard Specifications Section 108.6. All personnel shall have proper training for the operation of the equipment that they shall be operating. Any personnel exhibiting inadequate training shall be removed from the project at the direction of the County Engineer or designated representative. Any equipment in poor or unsafe condition and unable to produce quality work shall not be permitted on the project. Any delays in the work process or costs incurred due to the unsuitable condition of equipment or inadequate personnel shall be the responsibility of the Contractor.

Contractor Self Performance: The Contractor shall perform with its own work forces at least 51% of the Work, unless written consent to subcontract a portion of the Work is obtained from the County Engineer.

Construction Sequencing: The recommended construction sequencing is as follows:

- Contractor shall excavate the detention basin located at the southwest corner of Battaglia Dr and Henness Road. All of the material excavated from the basin shall be disposed from the site. Contractor shall during all time keep the existing drainage ditch along south side of Battaglia Drive un-blocked from debris or construction equipment. Contractor shall either construct temporary construction fence to prevent grazing cattle from gaining access onto Battaglia Drive or construct proposed fence at new ROW line prior to removal of existing fence as indicated on the plans.
- Contractor shall construct and/or grade the channel along Battaglia Drive.
- Once the detention basin is completely excavated, Contractor can begin construction of box culvert at Henness Road near Battaglia Drive. Contractor shall not block the conveyance area of the existing channel while constructing the box culvert.
- The last phase of the construction shall be along Henness Road channels and roadway

improvements as well as spillways.

Dust Control: Cleanup and dust control shall conform to MAG Standard Specifications Section 104.1.3. Contractor shall obtain a permit from the Pinal County Air Quality Department. Dust Control is a NPI. All other costs associated with this item shall be incorporated into the bid price of other items.

Pinal County Contact:

Pinal County Air Quality Control District
Kale G. Walch
31 N. Pinal Street
P.O. Box 987
Florence, AZ. 85232
Tele. (520) 866-6929
<http://pinalcountyz.gov/Departments/AirQuality>

BID ITEMS

Item 1: Removal of Existing Improvements (Non-Earthwork)

This item consists of removing any objects and/or material besides earthwork required to complete the construction of the project. Existing pavement and other improvements will be removed for the installation of new pavement shall be done by the Contractor in accordance with Section 350 of the "MAG Standard Specifications." Payment shall be lump sum according to the Bid Schedule for all work complete and in place.

The removal of existing improvements includes but not limited to:

- Asphalt Milling
- Fence Removal
- Concrete Bollard Removal

Contractor is encouraged to visit the project site and become aware of items to be removed that may not specifically be called out on the plans. The cost for items that need to be removed but are not specifically called out shall be included in the cost for Removal of Existing Improvements (Non-Earthwork).

Item 2: Relocate Mailbox

This item consists of relocating the existing mailbox located near Sta 172+00.00 along Battaglia Drive. Contractor to coordinate new location with property owner and County Engineer. Existing mailbox may be installed in a five (5) gallon bucket full of dirt supporting mailbox post and placed at temporary location. Payment for relocate mailbox shall be per each according to the Bid Schedule for all work complete and in place including temporary placement in the five (5) gallon bucket.

Item 3: Remove ACP Pipe

The work under this item shall consist of the removal of 8" ACP Pipe, wholly or in part and satisfactory disposal of removed asbestos cement pipe located within the Right-of-Way as shown on the project plans or as directed by the Engineer. All holes, cavities, trenches and depressions resulting from the removal of pipe shall be backfilled in accordance with Subsection 202-3 of the MAG Uniform Standard Specifications.

ACP, also known as transite pipe, is defined under the National Emission Standard for Hazardous Air Pollutants (NESHAPs) as a Category II, non-friable, non-regulated material in its intact state, but which may become friable upon removal, demolition, or disposal (40 CFR 61). ACP becomes friable if it is crumbled, pulverized or reduced to powder during excavation or removal. Friable asbestos shall be disposed of in accordance with 40 CFR 61.150. All friable and non-friable as well as non-regulated asbestos cement pipe shall only be disposed of at the Butterfield Landfill.

The contractor shall issue a NESHAP notice to the County ten (10) days prior to the excavation and disposal of any concrete asbestos pipe. The contractor shall submit a copy of the NESHAP notice and all waste manifests to the Engineer.

For all work involving asbestos cement pipe, the contractor shall also follow all applicable OSHA regulations, including the use of protective gear, labeling of material, restricted access to work and storage areas, proper signing of containment and work areas, and proper training of personnel.

It is the intent of the County that asbestos cement pipe shall be removed in such careful and prudent manner that it remains intact and non-friable. The contractor shall be responsible to employ those means, methods, techniques and sequences to ensure this result, using tools and equipment that do not cause significant damage. Excavations shall be limited to hand-digging within 24-inches of the pipe.

Broken ends of asbestos cement pipe shall be encapsulated and fragments shall be encapsulated or bagged. Asbestos cement pipe segments, fragments and broken pieces, encapsulated or stabilized as herein specified, shall be disposed of at an approved landfill.

Quantities Less Than 260 Linear Feet:

If the total length of ACP that has become friable or has become contaminated with friable asbestos fibers is less than 260 feet, or the total volume of broken pieces that have become friable is less than 35 cubic feet, no notification procedure will be necessary and the material may be disposed of as non-regulated, asbestos-containing material at an appropriate landfill. Such quantities are cumulative for the entire project and if either of the specified thresholds is exceeded the material shall be disposed of as a Regulated Asbestos Containing Material (RACM), as specified herein. The contractor shall carefully remove the pipe and maintain it in an undamaged condition during transport and disposal.

Quantities Greater Than 260 Linear Feet:

Existing pipe which is found to be in poor condition, defined as peeling, cracking, or crumbling or otherwise losing its integrity as determined by the Engineer, shall be disposed of as a Regulated Asbestos Containing Material, in accordance with the provisions of NESHAP, provided that the total length of pipe in poor condition exceeds 260 linear feet or volume is greater than 35 cubic feet.

If any length of ACP is found to be in poor condition, as determined above, the contractor shall discontinue all work related to removal of the pipe and immediately retain the services of a qualified licensed asbestos abatement consultant. The asbestos consultant shall make the determination regarding the condition of the exposed pipe. Should the amount of pipe in poor condition exceed 260 linear feet (or 35 cubic feet in volume) the contractor shall immediately file the proper notification to the appropriate NESHAP coordinator for the area and follow all measures for proper removal and disposal of the friable ACP as a Regulated Asbestos Containing Material. In such event, the additional work involved in the excavation and disposal of the friable ACP, and the costs for retaining the qualified licensed asbestos abatement consultant shall be paid for in accordance with Subsection 104.02 of the MAG Uniform Standard Specifications.

In the event that ACP is found to be intact, but a significant length of the pipe, in the opinion of the Engineer, is rendered friable as a result of the contractor's operations, the contractor shall discontinue all work related to removal of the pipe and immediately retain the services of a qualified licensed asbestos abatement consultant, as specified above. The contractor shall remove and dispose of the pipe as directed by the asbestos consultant and shall notify the appropriate NESHAP coordinator as required. No payments will be made for any additional costs involved in the excavation and disposal of the friable pipe or for providing the licensed asbestos abatement consultant, the costs being considered as included in the price bid for removal of ACP.

In all cases, when an asbestos abatement consultant is required, no further work involving the excavation, removal, or disposal of ACP shall be performed until the consultant has been retained and is available at the project site. All subsequent work involving the asbestos pipe shall be performed under the supervision of the licensed consultant. The asbestos consultant shall not direct the means, methods or sequence of the work of the contractor, nor be responsible for the contractor's safety programs or procedures. Should the consultant determine that the contractor's means, methods, sequences or safety measures are not in compliance with this technical specification or are in violation of any applicable law, ordinance or regulation; the Engineer shall be notified and will issue a written notice to suspend work on the asbestos operation until the contractor has made the necessary corrections.

ACP shall not be crushed and left in place. If ACP is crushed or otherwise caused to become friable, it shall be removed and properly disposed of in accordance with NESHAP requirements and as specified herein, at no additional cost to the County.

Compliance with all aspects of worker safety and health regulations, including all applicable OSHA asbestos regulations, is the responsibility of the contractor. The County assumes no responsibility for compliance programs, which are the responsibility of the contractor.

Remove ACP pipe shall be measured per linear foot along its central axis, including excavation, removal, encapsulation and stabilization, backfilling and proper disposal of ACP at the approved landfill.

The existing 8" ACP line is owned and operated by Arizona City Sanitary District. According to discussion with their staff members, the Contractor will only be allowed a 24-hour shut down to complete the removal and replacement with a ductile iron line. Contractor shall coordinate with Arizona City Sanitary District (Mr. Ronnie Sloan 520-466-5203) for shut down timing and other related issues.

The accepted quantities of remove ACP pipe, measured as provided above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for the work, complete in place. No separate payment will be made for any additional costs involved in the removal, transport or disposal of ACP, including the costs for providing a qualified licensed asbestos abatement consultant, the costs considered as being included in the contract price for remove ACP pipe.

Item 4: Roadway Excavation

Contractor shall excavate the roadways to the lines and grades shown on the plans and in accordance with MAG Standard Specification Section 205. It is the Contractor's responsibility to determine the extent of earthwork and no extra payment shall be made for additional earthwork without approved change order.

Roadway excavation shall be according to MAG Standard Specifications Section 205. Payment shall be per lump sum for material excavated according to the Bid Schedule for all work complete and in place. Payment shall include all labor, material, equipment necessary and hauling and disposing of the un-wanted material.

Item 5: Subgrade Preparation

Subgrade Material and Preparation, including, but not limited to, earthwork required to establish the grade, drainage, or shoulders, shall be according to MAG Standard Specifications Section 301. The roadbed or area to receive new pavement shall be compacted to a density of not less than 95% as set forth on the Construction Plans. Unpaved shoulders and area beyond new pavement shall be compacted to a density of not less than 85%. The aggregate base course shall not be placed until a walkthrough is made and the roadbed subgrade is approved by the County Engineer or designated representative. If required by the Engineer, Lime slurry shall be required per MAG Standard Specifications Section 309. Payment for subgrade preparation shall be per Square Yard according to the Bid Schedule for all work complete and in place. All other costs associated with this item, including earthwork due to establishing the grade, drainage, or shoulders shall be incorporated into the bid price.

Item 6: Aggregate Base Course, 6" Thick

Aggregate Base Course Construction shall be according to MAG Standard Specification Section 310 and 702. Compaction shall have a density of not less than 100% as set forth on the Construction Plans. Finish grade shall be string-lined/level checked and inspected a minimum of 24 hours in advance of placement of subsequent surface course. If the inspection is not accepted, the Contractor shall remedy the deficiencies and request inspection approval

prior to placing AC. Contractor shall maintain the accepted grade with the proper moisture content until placement of subsequent surface course. Traffic shall be restricted to a minimum until placement of subsequent surface course to avoid segregation of the aggregate base material. The compacted layers of aggregate base shall be maintained in a condition satisfactory to receive any subsequent surface material or traffic, when so required. Areas not within the allowable tolerance shall be corrected by scarifying, placing additional material, remixing, reshaping, re-compacting to the specified density and surface tolerance, at the contractor's expense. Payment shall be per Ton according to the Bid Schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price. Copies of load tickets organized in sequential order by ticket number, date, and quantity shall be listed on a summary sheet developed and submitted with pay request by the contractor for verification of pay quantities by the Engineer.

Items 7: Asphalt Concrete Pavement, 3" Thick

The asphalt concrete pavement shall be per the current MAG Standard Specifications Section 321. Contractor shall ensure the in-place asphalt thickness meets that required on the plans during the paving operation or subsequently via core drilling as described in MAG specification section 321.14. Copies of load tickets organized in sequential order by ticket number, date, and quantity shall be listed on a summary sheet developed and submitted with pay request by the contractor for verification of pay quantities by the Engineer. Acceptance for payment shall not be made until quantities for all items are verified by the Engineer. Payment shall be per Ton according to the bid schedule for all work complete and in place including but not limited to thickened edge. All other costs associated with this item shall be incorporated into the bid price. The cost for Tack Coat shall be incidental and no separate payment will be made for Tack Coat.

Items 8: Barbed Wire Fence, Type 1, ADOT Std Det C-12.10

Barbed wire fence shall be constructed according to ADOT Standard Detail C-12.10, Type 1. Payment for barbed wire fence will be per linear foot of fence according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price. The cost of fence shall include delivery, material, excavation, pipe backfill, post, and other related work.

Item 9: Double Gate, Type 1, ADOT Std Det C-12.10, Width = 16'

Access gate shall be constructed according to ADOT Std. Det. C-12.10 for Type 1 with a width of 16' at the location shown on the plans. Payment will be per each Access gate according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price.

Item 10: Guardrail, MCDOT Std Det 3001 and 3002

Guardrail shall be constructed according to MCDOT Std. Det. 3001 and 3002. Payment for guardrail will be per linear foot of guardrail according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price.

Item 11: Guardrail Terminal ET Plus (L=37.5'), MCDOT Std Det 3006

Guardrail terminal ET Plus (L=37.5') shall be constructed according to MCDOT Std. Det.

3006 (unpaved shoulder, Section B-B)) and at the locations indicated on the plans. Payment for guardrail terminal will be per each terminal according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price.

Item 12: Earthwork for Open Channel. See Typical Section

The earth work for open channel shall be according to MAG Standard Specification Section 215. The drainage channel along Battaglia Drive and along Henness Road shall be graded and dressed up as per plans and to the satisfaction of the County Engineer or designated representative. It is the Contractor's responsibility to determine the extent of earthwork and no extra payment shall be made for additional earthwork without approved change order. Cross-sections showing Cut & Fill quantities for open channel earthwork is attached to the bid document and is for information only and not a part of these contract documents. Payment shall be per lump sum for material excavated according to the Bid Schedule for all work complete and in place. Any work requiring fill material to bring grade up to proposed profile will be incidental to this pay item. No separate payment will be made for backfilling existing channel from Battaglia Dr centerline Sta. 185+00 to 200+00. Payment shall include all labor, material, equipment necessary and hauling and disposing of the un-wanted material.

Item 13: Earthwork for Retention Basin

The earth work for retention basin shall be according to MAG Standard Specification Section 215. The retention basin located at the southwest corner of Battaglia Drive and Henness Road shall be graded and dressed up as per plans and to the satisfaction of the County Engineer or designated representative. It is the Contractor's responsibility to determine the extent of earthwork and no extra payment shall be made for additional earthwork without approved change order. Cross-sections showing Cut & Fill quantities for retention basin earthwork is attached to the bid document and is for information only and not a part of these contract documents. The grading shall include the low flow channel and the maintenance ramp shown on the plans. Payment shall per lump sum for material excavated according to the Bid Schedule for all work complete and in place. Payment shall include all labor, material, equipment necessary and hauling and disposing of the un-wanted material.

Item 14: Corrugated Metal Pipe (CMP) Pipe, 36"

36" CMP pipe shall be constructed according to detail shown on the plans and MAG Standard 601 and 621. Payment will be per linear foot of pipe according to the bid schedule for all work complete and in place, including removal of the existing pipe and other associated work shall be considered a part of this pay item. The cost of pipe shall include delivery, material, excavation, pipe backfill and other related work including finish grade for Peart Road. No separate payment will be made for removal and proper disposal of existing pipes.

Item 15: Outlet Wing Walls. See Detail SD 2

Outlet wing walls for reinforced concrete box culvert shall be constructed according to detail SD2 for 4:1 side slope. Payment for outlet wing walls will be made per each according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price. The unit price shall include concrete, steel, placement, labor, finishing and complete in-place outlet wing walls as shown on the plans and per ADOT

standards.

Item 16: Inlet Wing Walls, See Detail SD 3

Inlet wing walls for reinforced concrete box culvert shall be constructed according to detail SD3 for 4:1 side slope. Payment for inlet wing walls will be made per each according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price. The unit price shall include concrete, steel, placement, labor, finishing and complete in-place inlet wing walls as shown on the plans and per ADOT standards.

Item 17: Inlet Apron, See Detail SD 4

Inlet apron for reinforced concrete box culvert shall be constructed according to detail SD4, for 4:1 side slope. Payment for inlet apron will be made per each according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price. The unit price shall include concrete, steel, placement, labor, finishing and complete in-place outlet apron as shown on the plans and per ADOT standards.

Item 18: Hand Rail, MAG Std Det 145, H = 4' 8"

Hand rail shall be constructed according to the MAG Standard Specification Section 520, MAG Detail 145, (H = 4' 8") and as shown on the plans. Payment will be per linear foot of handrail according to the bid schedule for all work complete and in place and limits shown on the plans. All other costs associated with this item shall be incorporated into the bid price.

Item 19: Headwall, U Type, MAG Std Det 501-1 and 501-2

Headwall, U Type, shall be constructed according to MAG Std. Det. 501-1 and 501-2 and as shown on the plans. Payment will be per each according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated in the bid price.

Item 20: Spillway, See Detail A

Spillway shall be constructed according to Detail A shown on the plans. The spillway construction shall include the curb and riprap required to construct the entire spillway in place per plans and grades shown on the details. Payment for spillway will be per each Spillway according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price.

Item 21: Concrete Cut off Wall, Upstream, MAG Std Det 552, 2'

Concrete shall be Class B and constructed according to MAG Standard Specification Section 552. Concrete cut off wall shall be constructed according to detail shown on the plans. Payment for concrete cut off wall, upstream, will be per linear foot according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price.

Item 22: Concrete Cut off Wall, Downstream, MAG Std Det 552, 4'

Concrete shall be Class B and constructed according to MAG Standard Specification Section 552. Concrete cut off wall shall be constructed according to detail shown on the plans. Payment for concrete cut off wall, downstream, will be per linear foot according to the bid

schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price.

Items 23: Riprap, D50=6", 12" Thick, with Geotextile Fabric

Riprap, D50=6", 12" thick, with geotextile fabric shall be constructed according to MAG Standard Specification Section 220 with all materials conforming to MAG Standard Specification Section 703. Payment for riprap will be per cubic yard according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price, including geotextile fabric.

Items 24: Riprap, D50=6", 24" Thick, with Geotextile Fabric

Riprap, D50=6", 24" thick, with geotextile fabric shall be constructed according to MAG Standard Specification Section 220 with all materials conforming to MAG Standard Specification Section 703. Payment for riprap will be per cubic yard according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price, including geotextile fabric.

Items 25: PVC C900 Pipe, 8"

PVC C900 Pipe, 8", shall be constructed according to MAG Standard Specification Section 601 and 616 with all materials conforming to MAG Standard Specification Section 610 as well as Arizona City Sanitary District Specifications. Contractor shall coordinate at least 48 hours prior to beginning work with Arizona City Sanitary District (Mr. Ronnie Sloan 520-466-5203) prior to working on 8" PVC pipe installation. Payment for PVC Pipe, 8", will be per linear foot installed according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price, including removal of existing PVC pipe, removal of obstructions, excavation, bedding, backfilling, compacting, testing, joint materials, joining, collars, and field closures.

Items 26: Ductile Iron Pipe, 8"

Ductile Iron Pipe, 8", shall be constructed according to MAG Standard Specification Section 601 and 615 as well as Arizona City Sanitary District Specifications. Contractor shall coordinate with Arizona City Sanitary District (Mr. Ronnie Sloan 520-466-5203) prior to working on 8" ductile iron pipe installation. Sewer force main work shall be accomplished during maximum shut down time of 24 hours for one occurrence. Should the Sewer force main be shut down for more than one occurrence or beyond 24 hours, Contractor shall be charged **\$150 per hour for each hour** beyond the allowable one-time 24 hour shut down period. Payment for Ductile Iron Pipe, 8", will be per linear foot installed according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price, including removal of obstructions, excavation, bedding, backfilling, water settling, compacting, sheeting and bracing, testing, joint materials, joining, collars, and field closures. No additional payment will be made for the coupling and/or joint connection between ACP pipe (existing) and ductile iron pipe (new), the cost should be included in the cost of this item.

Item 27: Mobilization/Demobilization

Mobilization/Demobilization shall include work necessary for the contractor to set up his/her initial operation including office trailer, access road to the project site, transporting equipment to the project site and other associated costs. If contractor decides not to construct proposed

fence at new ROW line prior to removing existing fencing along Battaglia Drive/Henness Road or Detention Basin, as part of the mobilization / demobilization contractor shall prior to construction install temporary construction fencing to prevent grazing cattle from gaining access to Battaglia Drive, Henness Road or Detention Basin. No separate payment will be made for temporary fencing. Payment for mobilization/demobilization will be lump sum according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price. The mobilization/demobilization shall not exceed three percent of the total project cost. The contractor may be able to invoice two percent of the cost at the beginning of the project and remaining one percent after final acceptance of the project.

Item 28: Permits, SWPPP, Dust Control

Contractor shall apply and obtain a no fee Right-of-Way permit prior to performing any work within the road Right-of-Way for this project. Any project that disturbs 1 acre or more of the ground surface requires the Contractor to obtain an AZPDES permit and prepare a SWPPP. This project will require an AZPDES permit and SWPPP permit.

The work shall include providing, installing, maintain, removing and disposing of erosion control measures such as gravel filter berms, dikes, catch basin inlet protection, end-of-pipe filtering devices, silt fences, gavel check dams, sediment basins, earth berms, netting, geotextile fabrics, slope drains, silt fences, wattles, seeding and other engineer approved soil stabilization/erosion control devices or methods. The Contractor shall also be responsible for the preparation and processing of all documents required in the AZPDES general permit.

No clearing, grubbing, earthwork, or other work elements affected by the erosion control requirements in the SWPPP shall be started until the SWPPP has been approved, the NOI's completed and filed, and the SWPPP implemented.

Contractor shall obtain all necessary permits and comply with all State and Federal regulations regarding dust control and water and air quality. The bid item SWPPP/Dust Control will include cost for complying with all of the above regulations. Payment for permits will be lump sum for all work completed and in place to satisfy permit requirements.

Item 29: Traffic Control

Contractor shall provide all on-site and off-site traffic control required during the construction project per the MUTCD, MAG Standard Specifications Section 401, and Plans. Contractor shall provide within fifteen (15) days after Notice of Award, a Traffic Control Plan. The Traffic Control Plan shall include Temporary Signs, and Flagman details per 2009 MUTCD. All Traffic Control shall be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) 2009 edition. No work shall be started until the Engineer accepts the contractors Traffic Control Plan in writing. Access to local businesses shall be maintained open at all times during construction.

During construction working hours, at least one lane of traffic shall be maintained open on Battaglia Drive and along Henness Road with the use of flagmen for two way traffic. During non-working hours such as night time, two lanes of traffic shall be maintained open. The contractor shall be responsible for maintaining all Temporary Traffic Control Devices

accepted by the Engineer at all times during construction until Final Acceptance of the project is issued.

- Adequate barricades and lighted warning signs shall be installed and maintained by Contractor around the Work area and work-in-progress signs placed in locations as approved by the Engineer or designated representative. All shall be channelized around all Work locations in a manner approved by the Engineer or designated representative.
- Maintenance of Traffic shall be to MAG Standard Specifications Section 104.1.2. Contractor shall obtain prior approval from the County Engineer or designated representative for any traffic restrictions deemed necessary to affect the Work. Contractor shall further provide prior notification of such restrictions to the public and affected property owners.
- Existing Regulatory Traffic Control Signs shall be maintained at all times during the contract period unless changes have written approval from the Engineer.

Contractor shall maintain access to all residents and business at all times in a practicable manner. Contractor shall exercise measures to mitigate inconveniences to adjacent property such as for mail delivery etc. Adjacent property owners shall be notified a minimum of 24 hours in advance of any Temporary Road Closure. Payment for traffic control shall be lump sum (LS) according to schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price.

Item 30: Construction Survey and As-Builts

The Contractor shall be responsible to provide all survey work including, but not limited to, the establishment of horizontal and vertical controls for roadway, all construction staking, structures, alignment and elevation. All monuments disturbed during the construction process shall be replaced in kind by the Contractor under the direction of a Registered Land Surveyor, registered in the State of Arizona, and per MAG Standard Specifications Section 405. Subgrade construction Blue stake hubs shall be set on a cross-section pattern. Finished aggregate base shall be blue topped on a cross section pattern.

Said blue tops shall be set on fifty foot (50') stations, vertical curve low and high point stations or as determined by the Engineer. These hub intervals apply to both Sub-grade and Aggregate Base grade blue tops. The Contractor shall give the County inspector at least 72 hours advance notice prior to inspections for sub-grade, AB and AC stages of work. The Contractor shall pre-string the sub-grades grades to achieve +/- 3/4 inch tolerance between hubs prior to scheduling for Sub-grade inspection(s) per section 301.4. Longitudinal and cross-slope grades may be checked at the inspector's discretion. The Contractor shall pre-string AB grades to achieve +/- 1/2 inch tolerance between hubs prior to scheduling for inspection per section 310.2. The depth of AB shall be inspected for conformance with the required depth per the typical section. No ABC shall be brought on site until the sub-grade is accepted by the County Engineer or designated representative. The paving operation shall occur after AB inspection has been accepted by County designated representative. Any discrepancies on the plans and staking of the project within horizontal or vertical grades shall be notified to the Engineer within 24 hours.

The Registered Land Surveyor for this project shall certify As-Built drawings for this project and submit said As-Built drawings to the Engineer within 15 calendar days from the completion date for this project. Payment for Surveying will be lump sum according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price.

Item 31: Utility Location Verification

Utility companies have been requested to make relocations to accommodate this project. The Contractor shall make every effort to identify and verify the actual locations of all utilities within the project limits. Contractor shall contact blue-stake at least three working days prior to any excavation on the project and coordinate with the individual utilities concerning any unforeseen conflicts. Contractor shall protect all utilities in place and avoid damage to said utilities. Should damage be caused by the Contractor, Contractor shall be held responsible to pay for the costs associated with said damage. Potholing shall be performed by the contractor to verify precise location and depth of utilities that may be in conflict with proposed improvements. The following contact information is for each utility known to have facilities on the project:

Arizona City Sanitary District
PO Box 2377
Arizona City, AZ 85123
Steven Kerr, 520-251-7208

Arizona Public Service
50 N. Brown Ave.
Casa Grande, AZ 85122
Jim Lowe, 520-421-8358

Arizona Water Company
3805 N. Black Canyon Hwy
Phoenix, AZ 85015
Joseph Whelan, 602-240-6860

CenturyLink
13333 W. Selma Hwy. Casa Grande, AZ 85122
Rick Peters, 520-836-1997

ED #4
P.O. Box 605
Eloy, AZ 85231
Ron Wilhite, 520-510-9310

Pinal County
P.O. Box 727
Florence, Arizona 85232
Angeline To, 520-866-6431

Edward Reyes, 520-316-5017
Southwest Gas
201 W. 4th St.
Casa Grande, AZ 85122

Contractor shall prevent or minimize conflict with all existing utilities and shall construct the improvements by maintaining the necessary clearances as required by each utility.

The Contractor shall contact Blue Stake in markings of all utilities in conflict with this project. Payment for utility location verification shall be lump sum according to the Bid Schedule for all work completed and in place including pothole operations and coordination with utility companies to address any unforeseen conflicts. All other costs associated with this item are incidental to the bid.

Item 32: Notification Signage

Two orange project signs approximately 6-foot x 4-foot with black lettering and detail per MUTCD Temporary Construction Zone shall be furnished installed and maintained by the Contractor for the duration of the project at the locations designated by the County's Inspector. Signs shall be in place at least two weeks prior to the start of construction. They shall also be placed to be visible to motorists and kept clean.

The signs shall be mounted on break-away posts per the MUTCD manual

Message:

**ARIZONA CITY FLOOD HAZARD MITIGATION
BATTAGLIA ROAD AND HENNESS ROAD
CONSTRUCTION START: TBD CONSTRUCTION
FINISH: TBD
EXPECT DELAYS CONTACT:
(CONTRACTOR'S NAME)**

After completion of the project and as directed by the County Inspector, the Contractor shall carefully remove the signs and posts and properly dispose of them.

An Approved electronic variable message board may be used as an alternative to the 6-foot x 4-foot Signage.

Payment shall be per each according to the bid schedule for work complete and in place. All other costs associated with this item shall be incorporated into the bid price.

Item 33: Soil Stabilization (PineBind or Approved Equal)

Soil Stabilization (PineBind or approved equal) shall be constructed at the locations shown on the plans and all areas with 20:1 or steeper slopes. The application of the Pinebind shall be 0.17 gallons per square yard. Pinebind shall be applied by a pressure type distributor truck. The Pinebind shall be applied at a 6% solids dilution. Payment for soil stabilization shall be per gallon according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price.

Item 34: 4" White Thermoplastic Traffic Stripe

4" white thermoplastic traffic stripe shall be constructed at the locations shown on the plans and in accordance with MCDOT section 462. Payment for 4" white thermoplastic traffic stripe shall be per linear foot installed according to the bid schedule for all work complete and in place.

Item 35: 4" Yellow Thermoplastic Traffic Stripe

4" yellow thermoplastic traffic stripe shall be constructed at the locations shown on the plans and in accordance with MCDOT section 462. Payment for 4" yellow thermoplastic traffic stripe shall be per linear foot installed according to the bid schedule for all work complete and in place.

Item 36: Perforated Sign Post and Foundation

Perforated sign post and foundation shall be constructed at the locations shown on the plans and in accordance with MCDOT standard details 2058 and 2060-1 as well as MCDOT section 464. Payment for perforated sign post and foundation shall be per each installed according to the bid schedule for all work complete and in place.

Item 37: Flat Sheet Aluminum Sign Panel, High Intensity Grade

The work under this item consists of furnishing all labor, equipment and materials necessary to install the sign panels as shown in the project plans. Flat sheet aluminum sign panel, high intensity grade, shall meet the requirements of the ADOT Standard Specifications for Road and Bridge Construction Section 608. The sign panels shall be installed per ADOT Standard Specifications for Road and Bridge Construction Section 608. Flat Sheet Aluminum Sign Panel shall be measured as a unit for each panel installed. The accepted quantities of flat sheet aluminum sign panel, measured as provided above, will be paid for at the contract unit price per each, which price shall be full compensation for the item, complete in place.

Item 38: 3-10' X 4' Reinforced Concrete Box Culvert

3-10' X 4' Reinforced Concrete Box Culvert shall be constructed according to details shown on the plans. Payment for reinforced concrete box culvert shall be lump sum according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price including structural excavation, delivery, forms, material, labor, structure backfill, and finishing.

Item 39: Contingencies Allowance

A contingency allowance line item is included in the bid schedule to facilitate any unforeseen modification to the design or construction process. This item is ONLY to be used if written approval is given by the Engineer prior to commencement of extra work. The County shall pay, based upon a method of payment (i.e. time and material invoices, lump sum estimate, etc.) agreed on with the engineer, an amount not to exceed the ALLOWANCE shown in the Fee Schedule.

Item 40: Variable Message Signs (Board)

Changeable message signs capable of displaying electronic variable messages shall be provided and operated by the contractor in accordance ADOT Standard Specification Section 701-3.08, except modified as follows:

The power supply for the changeable message signs shall be a fully independent self-contained trailer-mounted system. The changeable message board power supply shall be battery operated and rechargeable from a solar panel mounted above the changeable message board.

The contractor shall submit, at the pre-construction conference, a Certificate of Compliance that the changeable message sign (aka: board) to be used on this project shall be as described in ADOT Spec Sec 701-3.08.

When in operation, the changeable message sign trailer shall be offset a minimum of eight feet from the nearest edge of pavement. If the trailer is located behind temporary concrete barrier, a minimum offset of six feet will be required. Should the specified shoulder width not be available, a minimum two-foot offset from the nearest edge of pavement or temporary concrete barrier shall be required. When positioned on the highway, the changeable message board trailer shall be delineated with a minimum of 10 Type II barricades or vertical panels with Type C steady burn lights at a spacing of 10 to 20 feet, or as shown on the approved traffic control plan.

When not in operation, the changeable message sign shall be moved a minimum of 30 feet from the edge of pavement.

Signs shall be in place at least 72 hours prior to the start of construction and shall be removed after the 72 hours has exceeded. Contractor shall request approval from the Engineer for the location of the sign to be placed along project site.

Payment for changeable message signs shall be per Each according to the bid schedule for all materials, labor, equipment necessary to furnish, operate, maintain, and relocate said signs for the duration of the sign usage. All other costs associated with this item shall be included into the bid price.

(END OF SECTION)

**CERTIFICATION OF CONTRACTORS SELF PERFORMANCE OF WORK
AND INTENTIONS CONCERNING SUBCONTRACTING**

Project Title: Arizona City Flood Hazard Mitigation

Project No. 60684191

At the time of the submission of Bids on this Project, I certify that my firm will self perform 51% of work.

At the time of the submission of Bids on this Project it is my intention to subcontract a portion of the Work is as indicated below.

It **IS NOT** my intention to subcontract a portion of the Work.

It **IS** my intention to subcontract a portion of the Work.

By _____

By _____

Title

Title

Name of Firm

Name of Firm

DATE: _____

DATE: _____

In compliance with the Instruction to Bidders, Bidder hereby submits for approval the following names of subcontractors and/or suppliers, subsuppliers and/or manufacturers who shall perform work or furnish material or equipment on the Project.

Description of Work or Product and Percentage of Work	Subcontractor, (Sub)supplier or Manufacturer	Contractor's License No.
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____

CONTRACTOR IMMIGRATION CERTIFICATION

Project Title: Arizona City Flood Hazard Mitigation

Project No. 60684191

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall certify that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

The Contractor hereby certifies that:

The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;

All subcontractors performing work under this contract shall comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees and shall certify compliance in writing prior to entering into any subcontract with the Contractor.

It is expressly understood that the foregoing statements, representations and promises are made as a condition to the right of the bidder to conduct work under any award made hereunder.

Name

Title

Business Name

DATED _____, 201__.

(Individual Acknowledgement)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this ____ day of _____, 201__, by _____.

Notary Public

My Commission expires: _____

(Partnership/corporate Acknowledgement)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this ____ day of _____, 201__, by _____ who acknowledged himself/herself to be _____ of _____, a(n) _____ partnership/corporation and being duly authorized to do so, executed the foregoing instrument on behalf of said entity.

Notary Public

My Commission expires: _____

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this _____ day of _____, 201__, by _____.

Notary Public

My commission expires: _____

(Partnership/corporate Acknowledgment)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this _____ day of _____, 201__, by _____ who acknowledged himself/herself to be _____ of _____, a(n) _____ partnership/corporation and being duly authorized so to do, executed the foregoing instrument on behalf of said entity.

Notary Public

My commission expires: _____

(END OF SECTION)

AFFIDAVIT OF SUSPENSION AND/OR DEBARMENT

Project Title: Arizona City Flood Hazard Mitigation

Project No. 60684191

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

_____, being duly sworn, deposes and says:

1. Affiant is _____ of _____.
2. Neither Affiant or any construction firm or entity of which Affiant was either directly or indirectly affiliated as an officer, director or owner has been either suspended or debarred or otherwise had their privileges to conduct business revoked at the time of the signing and submittal of this bid or at any time during the 3 years preceding the signing of this affidavit.

It is expressly understood that the foregoing statements, representations and promises are made as a condition to the right of the bidder to conduct work under any award made hereunder.

DATED _____, 201__.

Name

Title

Business Name

(Individual Acknowledgement)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this _____ day of _____, 201__, by _____.

Notary Public

My Commission expires: _____

(Partnership/corporate Acknowledgement)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this ____ day of _____, 201____, by _____ who acknowledged himself/herself to be _____ of _____, a(n) _____ partnership/corporation and being duly authorized to do so, executed the foregoing instrument on behalf of said entity.

Notary Public

My Commission expires: _____

(END OF SECTION)

CONTRACT AGREEMENT

This Contract is made and entered into this ____ day of _____, _____, by and between PINAL COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona, hereinafter referred to as "PCFCD" and _____ a(n) _____ partnership/sole proprietorship), hereinafter referred to as "Contractor."

WHEREAS, Pinal County Flood Control Board of Directors has the authority to enter into this Contract under A.R.S. § 11-251; and

WHEREAS, bids have been received by Pinal County Flood Control Board of Directors and the Contract has been awarded to the above-named Contractor, and said Contractor is willing and able to perform said construction in accordance with this Contract.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

1. Contract Documents. The following list of instruments, drawings and documents, which are attached hereto, are incorporated herein by reference, and taken together with this instruction, constitutes the Contract between the parties hereto. Any reference to "Contract" or "Contract Documents" means this instrument and the documents listed below:

- | | |
|--|--|
| a. Invitation for Bids | g. Certification of Intentions |
| b. Instructions to Bidders | Concerning Subcontracting |
| c. Bid, including Bid Schedule(s) | h. Noncollusion Affidavit |
| d. General Provisions | i. Project Location Map / Plans |
| e. Special Provisions and Specifications | j. Project Typical Roadway Cross-Section |
| f. Technical Provisions and Specifications, including Schedule | k. All addenda issued prior to date for receipt of bids set forth in the Invitation for bids |

2. Scope of Work ("Work"). Contractor shall fully perform the Scope of Work as set forth in The Contract Documents.

3. Commencement and Completion Dates. All work shall be commence on May 12, 2014 and completed by December 12, 2014 from issuance of Notice to Proceed (NTP). Pinal County Flood Control Board of Directors assumes no liability for work performed or costs incurred on the Project prior to the commencement date or subsequent to the contract completion date or the termination of this Contract. Extensions of time allowed for completing the Work on the Project may be granted under appropriate circumstances.

4. Compensation/Contract Price. PCFCD agrees to pay Contractor for work actually performed by contractor based on the unit prices set forth in the Bid Schedule and Contractor agrees to accept such amounts for work actually performed in an amount not to exceed _____ (\$ _____)

5. Installment/Progress Payments. PCFCD may pay Contractor in installments based upon periodic invoices and progress reports and a final invoice and report upon completion of Work submitted by Contractor. The invoices and progress reports shall show percentage of Work completed under this Contract. It is understood and agreed, however, that payment to Contractor of installment payments shall not be construed as a waiver by PCFCD of any of its rights herein or of any claim PCFCD may have against Contractor under this Contract. Periodic invoices and progress reports submitted by Contractor require verification by the Project Engineer and approval or rejection by Project Engineer within 30 days of receipt of invoice. Installment payments shall be made no later than fifteen (15) days after PCFCD approval.

6. Retention. PCFCD shall retain ten percent (10%) of the compensation billed periodically by Contractor as shown on each periodic invoice and progress report. After the contract is fifty percent complete no more than (5%) of the amount of any subsequent progress payments made under the contract may be retained provided the contractor is making satisfactory progress on the project.

7. Final Payment. Final payment, including retentions, shall be made within thirty (30) days after receipt of final invoice from Contractor, conditioned upon the following:

7.1 Contractor's compliance with all the terms of the Contract;

7.2 Contractor having satisfactorily completed the Scope of Work described in the "Invitation For Bids" according to the standards, specifications and plans and within the time periods required under this Contract;

7.3 The Work, including materials, being approved by the Project Engineer and accepted by PCFCD, with such approval and acceptance by PCFCD not being unreasonably withheld;

7.4 Contractor furnishing PCFCD with notarized receipts and waivers of liens for all labor, materials and supplies from all subcontractors, material suppliers and any and all persons holding claims against the Work as set forth in the paragraph entitled "Liens" in the General Provisions of the Contract Documents.

8. No Third Party Benefit. Nothing in this Contract shall be construed to give any person other than PCFCBOD and Contractor any legal or equitable right, remedy or claim under this Contract. This contract shall be held to be for the sole and exclusive benefit of PCFCD and Contractor.

9. Headings. The headings for the paragraphs of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs nor in any way affect this Contract.

10. Governing Law. The validity, interpretation, performance and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

11. Venue. Notwithstanding A.R.S. § 12-408, venue for any suit or action arising under this Contract shall be commenced and remain in the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona, but only after exhausting all possible administrative remedies. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.

12. Severability. The parts, terms and provisions of this Contract, consisting of the Contract Documents as defined under the definitions of General Provisions and Specifications, shall be deemed severable and should any part, term or provision of this Contract be declared or be determined by a Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall not be deemed a part of this Contract, notwithstanding any other provision of this Contract to the contrary.

13. Successors and Assigns. The Contractor and all successors, executors, administrators and assigns of Contractor's interest in the Work or the compensation herein provided shall be bound to PCFCD to the full legal extent to which Contractor is bound with respect to each of the covenants of this Contract.

14. Authorization. Signor executing this Contract on behalf of Contractor represents and warrants that said signor is duly authorized to execute and deliver this Contract on behalf of Contractor and this Contract is binding upon said Contractor.

15. Entire Contract. This Contract contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, inducements and conditions, express or implied, oral or written, except as herein contained and no statement, promise or inducement made by either party or the agent of either party that is not contained in this written Contract shall be valid or binding. All the amendments and modifications to this Contract shall be in writing signed by both parties to this Contract.

16. Cancellation of Contract. This Contract is subject to cancellation by PCFCD without further penalty or further obligation as provided by A.R.S. § 38-511.

17. Contractor's Execution. Execution of the Contract by Contractor is a representation that the Contract Documents enable Contractor to: (a) determine the cost of the Work; (b) perform the Work outlined therein; and (c) to fulfill all its obligations hereunder.

18. Effective Date. This Contract shall become effective and binding upon (a) the submission by Contractor and acceptance by PCFCD of the necessary Contract Bonds; (b) the submission by Contractor and acceptance by PCFCD of the Certificates of Insurance; submission of the name of Contractor's representative to be contacted in order to report claims for property/vehicle damage

Original

and (c) upon the execution of this instrument by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein written.

By _____

Title

(partnership/corporate acknowledgment)
STATE OF ARIZONA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me, a notary public, this _____ day of _____, _____, by _____, _____ of _____, a(n) _____ corporation, who being authorized to do so, executed the foregoing instrument on behalf of the corporation/partnership for the purposes stated therein.

Notary Public

My Commission Expires _____

(individual acknowledgment)
STATE OF ARIZONA)
) ss.
COUNTY OF)

The above instrument was subscribed and sworn to before me this day of _____, _____ by _____.

Notary Public

My Commission Expires _____

PINAL COUNTY FLOOD CONTROL DISTRICT
, a political subdivision of the State of Arizona

By: _____
Chairman, Flood Control Board of Directors

Date: _____

ATTEST:

Clerk of the Board

APPROVED AS TO FORM

Deputy County Attorney