

NOTE:
Pre-Bid: 11/6/2014
Quest Due: 11/21/2014
Bid Open: 12/16/2014

PINAL COUNTY
INVITATION FOR BIDS PACKET



P I N A L ♦ C O U N T Y
wide open opportunity

VOLUME – 1 of 2

**PROJECT TITLE: Pinal County Administrative Complex
Parking Improvement Project
31 N. Pinal Street, Florence, AZ 85132**

PROJECT NUMBER: #53330028

BIDDER'S NAME: _____

Pinal County Department of Finance / Procurement Division
P. O. Box 1348
Administration Building - A
31 North Pinal Street
Florence, Arizona 85132

INVITATION FOR BIDS

Project Title: **Pinal County Administrative Complex Parking Improvement**

Project Number: **#53330028**

Bid Number: **PW14-15-005**

Project Site: **31 N. Pinal Street, Florence, AZ 85132**

NOTICE IS HEREBY GIVEN THAT SEALED BIDS shall be received on the above-referenced Project by Pinal County, hereinafter "Pinal," at the office of the Pinal County Public Works Department, Pinal County Administration Building "F", 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, **December 16, 2014** for the Scope of Work set forth below. No bids shall be received after this date and time.

SCOPE OF WORK: The Contractor shall furnish all labor, materials, and equipment, transportation, facilities, utilities and expertise to completely repair / construct the proposed project in strict conformity and in accordance with the approved plans and specifications prepared for Pinal County by SWAN Architects Inc. and their Associated Firms. The work is to be accomplished, in a good and workmanlike and substantial manner and to the satisfaction of Pinal County. This work shall be accomplished in accordance with the standards of the Industry in use at the time of the signing of this contract.

All Work shall commence within ten (10) calendar days from the issuance date of the written "Notice to Proceed" and be completed within Seventy Five (75) calendar days from the issuance date of the written "Notice to Proceed."

A **mandatory** pre-bid conference shall be held on **November 6 , 2014** at **10:00 A.M.**, Mountain Standard Time at (Hearing Room) located at 31 N. Pinal Street - Building A, Florence, AZ 85132. Bidders shall attend the mandatory pre-bid conference. If bidder fails to attend the pre-bid conference, that bidder's bid shall be deemed unresponsive and shall be rejected. Any perceived or apparent omission or discrepancy in the Bid Documents may be presented at this pre-bid conference. Pinal may respond in the form of a written Addendum.

Questions shall be submitted in writing by **12:00 Noon**, Mountain Standard Time, according to the Pinal County Public Works Department's clock, on **November 21, 2014** addressed to the Contracts Supervisor, at the Pinal County Finance Department, P.O. Box 1348, 31 North Pinal Street, Bldg. A, Florence, AZ 85132 - phone: (520) 866-6009, fax: (520) 866-6899, or email Gloria.bean@pinalcountyz.gov **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 may 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 publicly read on **December 16, 2014** at **2:05 P.M.**, Mountain Standard Time, according to the Pinal County Public Works clock at the Office of the Pinal County Public Works Department in County Administration Building “F” South entrance, 31 North Pinal Street, Florence, Arizona 85132.

Bidders may obtain Bidding Documents at the Department of Public Works Development Services Counter located at 31 N. Pinal Street, Administration Building – F, Florence, Arizona, 85132 from Monday through Friday 8:30 a.m. until 4:30 p.m.. Bid documents shall be purchased for **Fifty (\$50.00), by check or Money Order only, cash shall not be accepted** payable to Pinal County, for each set of plans and specifications.

Bidding documents, including drawings and specifications may be examined at the following exchanges.

Shirley’s Plan Service, 425 S. Plumber Tucson, AZ 85710
A/E Reprographics, 1030 Sandretto Dr. Suite F Prescott, AZ 86305
Construction Reports, 4350 E. Camelback Rd Suite B220 Phoenix, AZ 85081
Contractors Plan Room, 4720 N. Oracle Rd. Suite 100 Tucson, AZ 85705
Thomas Reprographics, 1775 W. University Dr. Suite 125 Tempe, AZ 85281

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 AND OTHER REQUIRED DOCUMENTS, THE BID SHALL BE DEEMED TO BE NON-RESPONSIVE AND REJECTED. In accordance with A.R.S. § 34-201, as amended, every bid shall be accompanied by a Bid Security payable to Pinal County 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 United States or by surety bond acceptable to Pinal 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 A.R.S. § 34-201, 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 AS A GENERAL COMMERCIAL CONTRACTOR; ALL PROPOSED SUBCONTRACTORS MUST BE APPROPRIATELY LICENSED AS CONTRACTORS IN THE STATE OF ARIZONA FOR PERFORMING THE PORTION OF THE WORK FOR WHICH THEY ARE RESPONSIBLE. A copy or copies of all required licenses shall be submitted with the sealed bid. If Bidder or proposed subcontractor is not licensed prior to the bid submittal, the bid shall be deemed non-responsive and rejected.

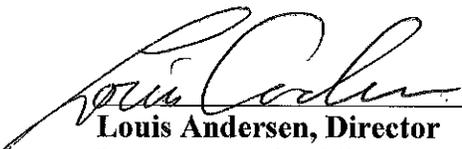
Before any contract is executed by Pinal, the successful bidder shall obtain the required insurance and shall furnish to Pinal the required proof of insurance, including proof that additional insured is PINAL COUNTY, ITS AGENTS, REPRESENTATIVES, DIRECTORS, OFFICIALS, EMPLOYEES AND OFFICERS, and shall furnish to Pinal a Performance Bond and Labor and Material Payment Bond, each in the full contract amount, made payable to PINAL COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, in the manner and pursuant to the conditions required by A.R.S. § 34-222 and acceptable to Pinal 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 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 Pinal; to withhold the award for any reason deemed suitable by Pinal and to cancel this Invitation for Bids at any time before the award of the contract by the Board of Supervisors of Pinal County, Arizona. Pinal 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 by the Bidder.

Please note, all contracts with Pinal are subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

DATED: 10-6-14



Louis Andersen, Director
Department of Public Works

(END OF SECTION)

INV-3

INSTRUCTIONS TO BIDDERS:

Pinal County Administrative Complex Parking Upgrade Project Project # 53330028

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

1. Submission of Bids. Bids shall be actually received by Pinal 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. The complete Invitation for Bids packet (Volume-1) shall be submitted with a bid. 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 Pinal County Administrative Complex Parking, Project #53330028, Pinal County Arizona with the date and time of closing stated thereon and addressed to the Pinal County Development Services Department, 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 Pinal nor the Engineer assume 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 its 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 Pinal. Bidder may call Pinal County Department of Finance / Procurement 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 Pinal. 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 Pinal 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 Pinal County.
- 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 its 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. Pinal 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 Pinal.

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 properly completed "Volume – 1" Invitation for Bids packet consisting of the Cover Sheet, Table of Contents and Index, hereinafter "Index," and the documents listed on the Index; accompanied by all Addenda issued by Pinal prior to receipt of bids; bid security; and copies of bidder's contractor licenses and subcontractors' contractor licenses, where applicable. All Addenda issued by Pinal prior to receipt of bids must 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 must bear an original ink signature by the person authorized to sign.

5.3 Erasures, interlineations or other modifications in the bid shall be initialed in original ink by the authorized person signing the Bid form.

5.4 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 completed in ink or be typed.

5.7 A bid made by an individual shall be signed with the Bidder's full name and 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 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 must 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 designation, by which the Bidder warrants that the Bidder is legally qualified to perform the work shall be submitted with the bid.

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.

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

7. Interpretations and Agenda. All questions about the meaning or intent of the Bid Documents, including requests for "or pre-approved equal" approvals are to be submitted as instructed in the Invitation For Bids. Interpretations or clarifications considered necessary by Pinal 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, Pinal may mail, fax or deliver copies of such Addenda to parties recorded by Pinal 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 herein above, it shall be the responsibility of the Bidder to ascertain the existence of Addenda and the content of each.

7.1 Pre-Approved Equal

The Contract, if awarded, shall be on the basis of materials and equipment described in the Drawings or specified in the Specifications unless Bidder requests consideration of a proposed material and/or equipment as a "pre-approved equal" as defined in Paragraph 7.2.B. The owner shall only consider application for acceptance as a "pre-approved equal" during the bidding phase. Such application must be received by the Owner at least fourteen (14) calendar days prior to the established bid date. The Bidder, at his own expense, shall complete the Pre-Approved Equal Application Form labeled as Attachment B at the end of this Section, and provide the additional information requested on the form. The completed form with required attachments shall be submitted to the Owner. It is the Bidder's responsibility to provide the necessary data to validate that the physical and operational performance and qualities of the proposed material and/or equipment is equivalent to the material and/or equipment named in the Bid Documents. If, in the opinion of the Owner, the proposed material and/or equipment is equivalent, a "pre-approved equal" status shall be granted by Owner through a written Addendum to the Bid Documents at least five (5) calendar days prior to the established bid date.

If in the sole opinion of the Owner the pre-approved equal application is incomplete and lacks sufficient information to judge the quality and conformance of the proposed preapproved equal, the Bidder shall be notified in writing and the application shall be returned without further consideration

7.2 “Or-Equals”

7.2.A Whenever an item of material or equipment is specified or described in the Bid or Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. If the specification or description contains or is followed by the words “or-equal”, other items of material or equipment or other Suppliers may be accepted by the Owner under circumstances stated in Paragraph 7.2.A.1 below. Requests for acceptance of “or-equal” items shall be received by the Owner after Notice to Proceed has been issued.

7.2.A.1 “Or Equal” Items: If in Owner’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work shall be required, it may be considered by Owner as an “or equal” item, in which case review and approval of the proposed item may, in Owner’s sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items. For the purposes of this Paragraph 7.2.A.1, a proposed item of material or equipment shall be considered functionally equal to an item so named if:

7.2.A.1.a in the exercise of reasonable judgment the Owner determines that:

7.2.A.1.a.1 it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

7.2.A.1.a.2 it shall reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

7.2.A.1.a.3 it has a proven record of performance and availability of responsive service; and

7.2.A.1.b Contractor certifies that, if approved and incorporated into the Work:

7.2.A.1.b.1 there shall be no increase in cost to the Owner or increase in Contract Times, and

7.2.A.1.b.2 it shall conform substantially to the detailed requirements of the item named in the Bid/Contract Documents.

7.2.B If the specification, description, list of acceptable equipment and/or Suppliers is not followed by the words “or-equal”, other equivalent equipment or Suppliers proposed by the Contractor shall be reviewed as a “pre-approved equal” by the Owner only prior to the Bid date. The Instructions to Bidders describes the time schedule, procedure, and other requirements for application for “pre-approved equal” acceptance. Proposed “pre-approved equal” and “or-equal” items must be determined by the Owner to be equivalent as prescribed in Paragraph 7.2.A.1.

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 Pinal 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 Pinal as liquidated damages.
- 8.3 The Bid Security of unsuccessful Bidders whom Pinal believes to have a reasonable chance of receiving the award if the successful Bidder fails to provide the necessary documentation to Pinal and enter into a contract with Pinal, may be retained by Pinal until the earlier of the day after the signing of the Contract instrument by the Pinal County Board of Supervisors 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 Director of the Finance / Procurement Department and said Director'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. Bidder must list the name and address of each subcontractor, supplier, subsupplier and manufacturer who shall render work or services or provide material, equipment or tools to the Bidder/Contractor and the portion of work or services to be performed and materials, equipment or tools to be supplied on this Project. 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 shall constitute a non-responsive bid and result in rejection or grounds for termination of any subsequent contract with Pinal.
- 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, Contractor shall fulfill the requirements set forth in the General Provisions in the paragraph 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 for performing the Scope of Work. All proposed subcontractors shall be appropriately licensed 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 by presenting a written withdrawal 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 Director of the Purchasing Department 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
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 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. The responsibility of Bidders and of their proposed subcontractors shall be considered in making the award. The award shall not be finalized into 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 Pinal to award the contract to the next lowest responsible, responsive Bidder, subject to the same requirements, but does not obligate Pinal to make such an award. Neither the issuance of the Notice of Award nor any submission by the bidder in response thereto obligates Pinal to enter into a contract for the work.
17. Reservation of Rights by Pinal. As set forth in the Invitation for Bids.

INS-8

(END OF SECTION)

Bid Proposal:

**Pinal County Administrative Complex Parking Upgrade Project
Project # 53330028**

To: Pinal County Department of Public Works
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: _____
Email: _____

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, addenda, forms of contract, bonds and sureties constituting essential parts of this Bid, has been carefully examined.

BIDDER CERTIFIES that they have 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 himself as to the Scope of Work for the Project shall NOT be grounds for additional compensation under this Contract.

BIDDER UNDERSTANDS that this is a Fixed Price / Lump Sum Contract and that the total bid price set forth below includes all applicable taxes.

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, to deliver to Pinal County a Labor and Material Bond, a Performance Bond, a Schedule of Performance, a Schedule of Values, 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 by Pinal County, perform and complete the Scope of Work which includes the supply, delivery and application of material/construction performance, 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 the terms, conditions and provisions of the Bid/Contract Documents.

Base Bid Price of: _____ Dollars
(\$ _____) *Written Words*

Bid Alternate #1 – Electrical Light Poles:
(\$ _____) _____ Dollars
Written Words

Bid Alternate #2 – Landscaping and Irrigation:
(\$ _____) _____ Dollars
Written Words

Bid Alternate #3 – Monument Signage, Directional and Parking Signage:
(\$ _____) _____ Dollars
Written Words

Bid Alternate #4 – Miscellaneous Improvements:

(\$ _____) _____ Dollars
Written Words

Submitted by: _____
Contractor (Name typed or printed)

Executed by: _____
Signature of Officer, Partner or Proprietor

Title (typed or printed)

Dated: _____ Corporate Seal (If a corporation)
(To be signed in front of a notary and notary to complete and sign the appropriate acknowledgment.)

Corporate/Partnership Acknowledgment

STATE OF ARIZONA)
) ss
COUNTY OF _____)

On this _____ day of _____, 200__, before me, a Notary public, personally appeared _____, _____ of _____, and being authorized so to do executed the foregoing instrument for the purposes therein contained.

Notary Public

My commission expires: _____

Individual Acknowledgment

STATE OF ARIZONA)
) ss
COUNTY OF _____)

On this _____ day of _____, 200__, before me, a Notary public, personally appeared _____, and executed the foregoing instrument for the purposes therein contained.

Notary Public

My commission expires: _____

GENERAL PROVISIONS:

Pinal County Administrative Complex Parking Upgrade Project Project # 53330028

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.
 - 1.1 Architect: SWAN Architects, Inc. and Associates.
 - 1.2 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.
 - 1.3 Bid Price: Total amount quoted by bidder for performing the Scope of Work described in the Bid Documents.
 - 1.4 Bid Form: The approved County form on which the bidder affixes an authorized signature certifying that the bidder has carefully reviewed the Scope of Work and is willing to perform said Scope of Work and furnish all labor, equipment and materials necessary to complete said Work for the Bid Price quoted.
 - 1.5 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 shall 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 the Contract or provide contract security.
 - 1.6 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.
 - 1.7 Board: Pinal County Board of Supervisors.
 - 1.8 Calendar Days: A period of time meaning consecutive calendar days including Saturdays, Sundays and holidays.
 - 1.9 Change Order: Amendment of the Contract, Contract Documents or both, which is not effective until after approval by the Contractor and the Pinal County Board of Supervisors or the County Manager. Approval by the Board of Supervisors or County Manager shall be in accordance with the provisions of paragraph 4 of the General Provisions of this contract.
 - 1.9 Contract Administrator: The Pinal County Department of Finance/Procurement Department, who reviews and approves recommendations for all contracts, change orders and pay estimates to the Board of Supervisors.

- 1.10 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.
- 1.11 Contract/Contract Documents: The written instrument between Pinal 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 has accepted and approved the security; and (d) execution of the Contract Agreement by Pinal.
- 1.12 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.
- 1.13 Contractor: A bidder in whose favor the Pinal County Board of Supervisors has awarded the Contract and who has provided the necessary Contract security, met the required insurance requirements and entered into a contract agreement with Pinal.
- 1.14 County: Pinal County, a political subdivision of the State of Arizona.
- 1.15 County Engineer or Engineer: The Pinal County Engineer acting by and under the authority of the laws of the State of Arizona, or the County Engineer's designee acting under the County Engineer's supervision, on behalf of the Pinal County Board of Supervisors.
- 1.16 Days: Calendar days (see above).
- 1.17 Department: The Pinal County Department of Finance/Procurement.
- 1.18 Project Manager: The Pinal County Department of Public Works designated Project Manager in official capacity as said Project Manager.
- 1.19 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.
- 1.20 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.
- 1.20 Laboratory: A testing laboratory that has been approved by the Engineer to perform testing and that has been determined by the Engineer to be free from any conflict of interest.
- 1.21 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.

- 1.23 Materials: Any substances specified for use in the construction of the Project.
- 1.24 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.
- 1.25 Notice of Award: Written notice to the successful bidder notifying that the bid has been accepted by the Pinal County Board of Supervisors.
- 1.26 Notice to Proceed: A written notice from Pinal to Contractor informing Contractor of the start date for the Scope of Work, and in some instances the start dates for phases of the Scope of Work.
- 1.27 Performance Bond: A bond in the full amount of the total Bid Price furnished by Contractor and Contractor's surety or sureties to protect Pinal by conditioning release of the bond sum upon Contractor's full and complete performance of the Contract and all supplemental agreements thereto.
- 1.28 Plans: The project plans, standard drawings, working drawings and supplemental drawings, or reproductions thereof, approved by the 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.
- 1.29 Progress Payment: Monthly draw against the contract price based on work completed and determined by the Schedule of Values and approved by the Engineer.
- 1.30 Project Plans: Specific details and dimensions peculiar to the Work which are supplemented by the Standard Drawings insofar as they may apply.
- 1.31 Purchase Order: A document which specifies, identifies and/or describes an item, services 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 Inspectors: 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 County Engineer or the

County Engineer's designee.

- 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. As such, they should 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, taxes, etc. The Schedule of Values as set forth in Exhibit A attached hereto and incorporated herein shall be furnished to the Engineer by the successful bidder within 15 days of signing of contract.
- 1.36 Special Detour: A detour, which requires the construction of a paved surface and generally does not include any portion of a route utilizing an existing roadway.
- 1.37 Shop Drawings: Drawings submitted by the Contractor for use drawing details to be used where appropriate including supplemental design sheets.
- 1.38 Specifications: The compilation of provisions and requirements for the performance of the prescribed Scope of Work, which include general, special and technical specifications.
- 1.39 Subcontractor: An individual, partnership, firm or corporation or any acceptable combination thereof, or joint venture, performing 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.
- 1.40 Superintendent: Contractor's authorized representative in responsible charge of the work.
- 1.41 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.
- 1.42 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.
- 1.43 Working and Supplemental Drawings: Supplemental design sheets, shop drawings or similar data which Contractor is required to submit to the Engineer.

2. No Waiver of Legal Rights. Partial or final acceptance of the Work under this Contract shall not preclude or prohibit Pinal from correcting any measurement, estimate or certificate made before or after completion of the Work, nor shall Pinal 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 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 must be submitted with written justification and estimates to Pinal County Department of Public Works. Written change orders require formal approval by the Pinal County Board of Supervisors 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 Pinal 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 Pinal.
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 Pinal and duly authorized to do business in the State of Arizona, and shall be payable to Pinal County. The Attorney-in-Fact who executes the bonds on behalf of surety shall affix thereto a certified and current copy of his 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 can 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, Pinal 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 Pinal, 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 Pinal. The premiums on such bonds shall be paid by Contractor. Pinal 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 Pinal. This Contract is not intended to constitute, create, give to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between Pinal 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 Pinal 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 Pinal.
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 Pinal and with policies and forms satisfactory to Pinal.

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 20101185 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's 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 Additional Insured. The insurance coverage, except Workers' Compensation, required by this contract, shall name Pinal County, its agents, representatives, directors, officials, employees and officers as Additional Insureds and shall specify that said insurance shall be primary insurance and that any insurance coverage carried by Pinal, its agents, representatives, directors, officials, employees and officers shall be excess coverage, and not contributory coverage to that provided by the Contractor.
- 9.6 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 Contractors work or services and be evidenced by annual Certificates of Insurance.

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

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

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

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

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

Deductible/Retention. If policies provide coverage which contain deductibles or self-insured retentions, such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to Pinal under such policies. Contractor shall be solely responsible for deductible and/or self-insured retention and Pinal, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of Five Thousand Dollars (\$5,000.00) per occurrence shall not be acceptable without prior approval of Pinal.

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

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

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

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 Pinal 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 Pinal, 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 Pinal, 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 Pinal.

12. Survivability. Every provision of paragraph 9, (Insurance), paragraph 10 (Indemnification) and paragraph 11 (Survivability) 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.
15. Non-liability of Public Officials and Pinal Representatives. Neither the Pinal County Board of Supervisors, officials, agents or employees of Pinal County shall 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 Board of Supervisors, officials, agents and employees act solely as agents and representatives of Pinal.
16. Notice of Claim. Contractor shall notify Pinal 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.
17. 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 Pinal from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against Pinal under the provisions of the Contract.
18. Assignment and Subcontracting. Contractor shall not assign or subcontract the whole or any part of the Contract without prior written consent of Pinal. 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 him in a manner satisfactory to the 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.

19. Retention of and Access to Records. Contractor and any 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's 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.
20. Employment of Personnel of Public Agencies. Contractor shall not engage the services of any person or persons then in the employ of Pinal for the Work covered by the terms of the Contract without the written consent of Pinal.
21. 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 restriction and environmental laws and regulations.
22. Permits, Licenses, Fees. Contractor shall procure all permits and licenses, pay ALL applicable charges, fees, taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.
23. 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 Pinal, Contractor shall furnish Pinal 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 Pinal. Any and all refunds claimed and received by Pinal shall be the property of Pinal and shall not affect any bid price or Contract price under this Contract.
24. Termination of Contract for Default. Pinal may terminate the contract if the Contractor:
 - 24.1 Fails to begin the Work under this Contract within the time specified,
 - 24.2 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,
 - 24.3 Fails to supply sufficient skilled workmen or suitable equipment or materials according to required specifications and/or provides defective material,
 - 24.4 Fails to make prompt payments to subcontractors or suppliers at any tier, or for labor, materials or equipment;

- 24.5 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,
 - 24.6 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;
 - 24.7 Fails to follow any reasonable instruction by Pinal;
 - 24.8 Performs work which deviates from the Contract Documents;
 - 24.9 Discontinues the prosecution of the Work,
 - 24.10 Fails to resume the Work which has been discontinued within a reasonable time after notice to do so,
 - 24.11 Allows any final judgment to stand against him unsatisfied for a period of ten days,
 - 24.12 Commits any act of bankruptcy or insolvency,
 - 24.13 Makes an assignment for the benefit of creditors,
 - 24.14 Otherwise violates in any material way any provision or requirement of the Contract Documents, or
 - 24.15 For any other cause whatsoever, fails to carry on the Work in an acceptable manner. Pinal 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 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, at its option, may call upon the surety to complete the Work in accordance with the terms of this Contract or Pinal may take over the Work, including any or all materials and equipment on the ground as may be suitable and acceptable to Pinal 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 shall be required for the completion of the Work in an acceptable manner. All costs and charges incurred by Pinal, 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 the amount of such excess.
25. Termination, Postponement or Abandonment. The right is reserved by Pinal to terminate, indefinitely postpone, or abandon this Work, in whole or in part, when, for any, reason,

27. Pinal determines such action is in the best interests of Pinal. 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 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, 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 Pinal to the extent necessary to determine the validity and amount of any claim made against Pinal under this Contract. Termination of a Contract or portion thereof shall not relieve Contractor of his 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. 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 and shall not make a contract or commitment, or in any way represent itself as an agent of Pinal.
27. 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 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.
28. Changes in Subcontractors or Material Supplier: In the event there is a need to change add or delete a Subcontractor or Material Supplier, the 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.
29. Liens. Prior to payment to Contractor of final retention of compensation and release of Labor and Material Bond (Payment Bond) by Pinal, Contractor shall provide to Pinal 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, provide a written, notarized statement to Pinal stating Contractor is the sole supplier and/or sole contractor and there are no subsuppliers and/or subcontractors who are entitled to a lien under this Contract.
30. 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: Director, Pinal County Department of Finance/Procurement
P. O. Box 1348, Florence, AZ 85132
with copies to Pinal County Manager
P.O. Box 827, Florence, AZ 85132

Contractor: To the address shown on the Bid form

31. 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.
32. 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).
33. 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).
34. Antitrust Violations. Contractor and Pinal recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by purchaser or ultimate user, in this case, Pinal. Therefore, Contractor, acting as a vendor, hereby assigns to Pinal any and all claims for such overcharges.
35. 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.

36. Antilobbying.

36.1 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.

36.2 Contractor shall require all lower-tier subcontractors who have agreements exceeding \$100,000 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 contractors Agreement with Pinal. Lower-tier certifications are to be maintained by Contractor.

37. 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.

38. Suspension and/or Debarment. Contractor shall acknowledge, sign and notarize the Affidavit of Suspension and/or debarment as addressed in the ASD section of this Invitation for Bids, affirming no suspension or disbarment has occurred during the preceding three (3) years.

39. Issuing an Unsatisfactory Performance Appraisal. Pinal County 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 performances, Contractor shall be cited as unsatisfactory at the conclusion of the project.

40. Immigration Law Compliance. Pursuant to the provisions of A.R.S § 41-4401, the Contractor and each of its subcontractors warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and the requirement to use E-Verification set forth in A.R.S.§23-214(A) (hereinafter "Contractor Immigration Certification"). Contractors shall obtain statements from its employees and subcontractors certifying compliance and shall furnish the statements to the Procurement Officer. Pinal may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Certification. The Contractor agrees to assist Pinal in performing any such random verifications.

These certifications shall remain in effect through the term of the Contract. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USACIS.GOV.

Pinal may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should either party suspect or find that the other party or any of its subcontractors are not in compliance, either party may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the other party. All costs necessary to verify compliance are the responsibility of the party under question.

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

A breach of the Contract Immigration Certification shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

GP-15

(END OF SECTION)

SPECIAL PROVISIONS AND SPECIFICATIONS:

Pinal County Administrative Complex Parking Upgrade Project Project # 53330028

1. Scope of Work/Work. As set forth in document entitled "Invitation for Bids".
2. 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 of construction documents. 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 Engineer.
3. 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 Engineer, if discovered after the award of contract, and written instructions secured from the Engineer before proceeding with the Work affected by such omission or discrepancy.
4. Requests For Information. The Architect/Engineer shall respond to all written Contractor's Requests For Information (RFI) within seven (7) calendar days. All RFI's shall be copied to the Engineer.
5. Pre-construction Conference. The Engineer shall call a pre-construction conference prior to beginning the Work to go over the proposed Work with Contractor.
6. Contract Administrator's Responsibilities. Review and make recommendations on Contracts, Change Orders, and pay estimates to the Board of Supervisors.
7. Work Hours. The work schedule shall be coordinated between Contractor and 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 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.
9. Site Investigation. Contractor hereby acknowledges they have 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, take proper measurements or have full knowledge of Scope of Work and the site conditions for the project and to satisfy Contractor 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 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 cancelled or an adjustment, excluding anticipated profits, may be made and the Contract modified in writing accordingly with the approval of the Pinal County Board of Supervisors. The Engineer 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.

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 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 Engineer. The superintendent shall have full authority to execute orders or directions of the 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. The Contractor 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 Contractor, unless otherwise provided for in the special provisions or noted on the project plans.

15. Authority of the Engineer. The Engineer shall decide any and all questions that may arise as to the Work, including the quantity, quality and acceptability of materials furnished and rate of delivery. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans. The Engineer with the consent of the Director of the Pinal County Department of Public Works 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 Engineer may suspend the Work for such period as the 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 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 Engineer shall have full power to reject or condemn all or part of the Work performed under the Contract Documents, which do 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 Engineer. The 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 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.
16. 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 inspector shall have the authority to reject Work or materials until any questions at issue can be referred to and decided by the Engineer.
17. Quality of Construction. All Work shall be done and completed in a thorough workmanlike manner, notwithstanding any omission from these specifications or the drawings. Contractor shall be responsible for Quality Control on the entire job, including but not limited to any tests required to prove the quality of the product.
 - 17.1 Contractor Quality Control. Separate payment shall not be made for providing and maintaining an effective Quality control program. All costs associated therewith shall be included in the applicable lump-sum prices contained in the Contract Documents.

17.1.2 Contractor Quality Control, CQC, is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all construction operations, including both onsite and offsite fabrication.

17.1.3 The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Contractor Inspection Requirements." The CQC system shall consist of plans, procedures, and an organization necessary to produce an end product, which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The project superintendent shall be held responsible for the quality of work on the job and is subject to removal by the County Engineer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

17.2 Contractor Inspection Requirements: The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that all materials or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified materials. Any testing performed by the Owner does not diminish the Contractors responsibilities set forth in this paragraph.

17.2.1 Inspection of Materials: The Contractor shall provide and maintain an inspection system covering materials under this contract and shall tender to the County for acceptance only materials that have been inspected and been found by the contractor to be in conformity with contract requirements. The Contractor shall prepare records evidencing all inspections made and the outcome. The records shall be kept complete and made available to the County during the contract performance and for as long afterwards as the contract requires. The County may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that shall not unduly delay the contract work. The right to review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

17.2.2 The County may inspect and test all materials called for by the Contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Engineer shall perform inspections and tests in a manner that shall not unduly delay the work. The County assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.

- 17.2.3 When materials are not ready at the time specified by the Contractor for inspection or test, the Engineer may charge to the Contractor the additional cost of inspection or test.
- 17.2.4 The Engineer may also charge the Contractor for additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.
- 17.2.5 The Engineer has the right to either reject or to require correction of nonconforming materials. Materials are nonconforming when they are defective in quality or workmanship or are otherwise not in conformity with contract requirements. The Engineer may reject nonconforming materials with or without disposition instructions.
- 17.2.6 The Contractor shall remove materials rejected or required to be corrected. However, the Engineer may require or permit correction in place, promptly after notice, by and at expense of the Contractor. If the Contractor fails to promptly remove, replace, or correct rejected materials that are required to be removed or to be replaced or corrected, the Engineer may either (1) by contract or otherwise, remove, replace, or correct the materials and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the materials within the delivery schedule, the Engineer may require their delivery and make an equitable price reduction.
- 17.2.7 The Contractor shall furnish advance notification to the Quality Assurance Inspector of the time when Contractor inspections or tests shall be performed in accordance with the terms and conditions of the contract; and when materials shall be ready for Engineer inspection.
- 17.2.8 The Engineers failure to inspect and accept or reject the materials shall not relieve the Contractor from responsibility, nor impose liability on the County, for non conforming materials. Inspections and tests by the County do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements.
- 17.3 Inspection of Construction: The Contractor shall maintain an adequate inspection system and perform such inspections as shall ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Architect/Engineer and Engineer. All work shall be conducted under the general direction of the County Engineer and is subject to County inspections and tests at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- 17.3.1 County inspections and tests are for the sole benefit of the County and do not:(1) relieve the Contractor of the responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for

damage to or loss of the work and material before acceptance; (3) constitute or imply acceptance; (4) or affect the continuing rights of the County after acceptance of completed work.

- 17.3.2 The presence or absence of a County QA inspector does not relieve the Contractor from any contract requirement, nor is the QA inspector authorized to change any term or condition of the contract specification without the Engineer's written authorization.
- 17.3.3 The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and tests as may be required by the Engineer. The County shall charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Engineer shall perform all inspections and tests in a manner that shall not unnecessarily delay the work due to any additional testing it deems necessary.
- 17.3.4 The Contractor shall, without charge, replace or correct work found by the County not to conform to contract specifications, unless in the public interest the Engineer consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- 17.3.5 If the Contractor does not promptly replace or correct rejected work, the Engineer may: (1) by contract or otherwise, replace or correct the work and charge the cost to the contractor or (2) terminate for default the Contractor's right to proceed.
- 17.3.6 If, before acceptance of the entire work, the Engineer decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall pay the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, county shall pay for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

18. Inspection of Materials and Work. The Engineer 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 Engineer's representatives. The Engineer or the Engineer's

representatives 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.

18.1 Contractor shall schedule its operations to allow a reasonable amount of time for 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 Engineer's representative 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.

18.2 Any Work done or materials used without inspection by the Engineer may be ordered removed and replaced at Contractor's expense unless the Engineer failed to inspect after having been given a minimum of 48 hours notice in writing that the Work was to be performed. Failure to reject any defective Work, including materials, shall not in any way prevent later rejection when such defect is discovered nor obligate the Engineer to final acceptance.

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 Engineer made under the provisions of this subsection, the 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. Contractor shall comply with all weight restrictions on lifting equipment.
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 shall immediately notify Contractor of such noncompliance. If Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, Pinal 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 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 caused as a result of his operations, from the site of the Work.
23. Final Inspection. Upon due notice from Contractor that the entire Work under the Contract Documents are completed, the Engineer's representatives shall make an inspection. If all Work, including materials, provided for and contemplated by the Contract Documents are approved to the Engineer's Representative's satisfaction, that inspection shall constitute the final inspection and the 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 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 Engineer's notice, the above procedures shall be repeated until the Engineer gives notice of completion.
24. Care of Desert Vegetation at Structure Sites. All desert vegetation at structure sites, except 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.
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. Safety Measures. Contractor shall take care at all times to protect the Work and 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.
27. Liquidated Damages. Time is the essence of this Contract. In the event Contractor shall fail to perform the Work as described in the Bid/Contract Documents within the time set in the Contract Documents, Contractor shall be liable to Pinal, as liquidated damages and not as a penalty, for **Five Hundred Dollars (\$500.00)** per day for each and every calendar day that the Contractor fails to meet the completion date. Pinal 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 and/or to collect such liquidated damages for Contractor and/or its surety by any remedy allowed by law.
28. Loss or Damage during Construction. All loss or damage arising out of 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.

29. Contractor's Guarantee and Warranty. The Contractor shall guarantee 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 the Engineer, at Contractor's expense. If within ten (10) days after the mailing of a written notice to Contractor, or his agent, requesting such repair or removal and replacement, Contractor shall neglect to perform the same with due diligence weather permitting, the Engineer shall direct the repair or removal and replacement at Contractor's expense; provided, however, that in the case of emergency where, in the judgment of Pinal, 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 to satisfactorily complete warranty repairs shall be cause for rejection of bid for future contracts.
30. Manufacturers' Guarantees and Warranties. All manufacturers' guarantees and warranties shall be delivered to the Engineer before final payment on the Contract is made.
31. Surveying. The Contractor shall set the construction stakes establishing lines, grades and elevation to include utilities and appurtenances and shall be responsible for their conformance with plans and specifications. Contractor shall also be responsible for all vertical and horizontal control required to accomplish the Scope of Work, vertical and horizontal control points within 1000 feet of site.

SPS-9

(END OF SECTION)

**CERTIFICATION OF
INTENTIONS CONCERNING SUBCONTRACTING**

**Pinal County Administrative Complex Parking Upgrade Project
Project # 53330028**

At the time of the submission of Bids on this Project, my intention concerning subcontracting 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. _____

NONCOLLUSION AFFIDAVIT

**Pinal County Administrative Complex Parking Upgrade Project
Project # 64049**

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

_____, being duly sworn, deposes and says:

1. Affiant is _____ of _____
_____.
2. Affiant has not directly, or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this project.
3. The prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
4. The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder or to any competitor.
5. No attempt has been made or shall be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
6. It is expressly understood that the foregoing statements, representations and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

DATED _____, 201 ____.

Name

Title

Business Name

(Individual Acknowledgment)

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: _____

NC-2

(END OF SECTION)

AFFIDAVIT OF SUSPENSION AND/OR DEBARMENT

**Pinal County Administrative Complex Parking Upgrade Project
Project # 53330028**

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: _____

ASD-2

(END OF SECTION)

CONTRACTOR IMMIGRATION CERTIFICATION

Pinal County Administrative Complex Parking Improvement Project # 53330028

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. § 23-314 related to the immigration statuses 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:

1. The Contractor and any subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with section 23-214, subsection A.
2. That a breach of a warranty under paragraph 1 shall be deemed a material breach of this contract that is subject to penalties up to and including termination of the contract.
3. That the County retains the legal right to inspect the papers of the Contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

Name

Dated

Title

Business Name

(Individual Acknowledgement)

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

My Commission expires

Notary Public

(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.

PRE-APPROVED EQUAL APPLICATION FORM

**Pinal County Administrative Complex Parking Upgrade Project
Project # 53330028**

The Bidder, _____, requests “pre-approved equal” status be granted to the following material and/or equipment:

This item(s) is proposed as an “equal” to the similar item specified (or named) as:

in Section _____, Page _____, Paragraph/Line _____, of the Specifications.

Attach the following documentation to verify compliance with the Bid Documents:

1. Complete product description consisting of detailed dimensioned shop drawings, photographs, performance and test data, model number(s), materials of construction finishes, options, etcetera.
2. A copy of the referenced specification section, and all other applicable specification sections, with each paragraph check marked to indicate material and/or equipment compliance. Check marks (☐) shall denote full compliance with a paragraph as a whole. Deviations from the specifications shall be underlined and shall be listed and identified below.
3. A list of existing installations including the names and phone numbers of references at those installations.

The Bidder shall submit dimensioned drawings necessary to prove to the Owner that the proposed equipment shall fit the installation shown on the Drawings without any modification to the building or structure housing the equipment, piping system, and electrical/control system; without modification to or compromising the process the equipment is a part of; and without modification of other associated equipment and components.

If the Bidder knows that modifications are required to the building or structure housing the equipment, the process, or other associated equipment and components, the submittal must list all such modifications required, and the Bidder must submit a signed statement agreeing to pay for the design changes, engineering costs, and drawing changes, which shall be made by the Engineer.

The Bidder shall identify all deviations from the Bid Documents. If there are differences between proposed substitution and specified item, please list them below.

Specified Proposed Substitution

CONTRACT AGREEMENT

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

WHEREAS, Pinal has the authority to enter into this Contract under A.R.S. § 11-251; and

WHEREAS, bids have been received by Pinal 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 | h. Noncollusion Affidavit |
| b. Instructions to Bidders | i. Affidavit of Suspension and/or
Debarment |
| c. Bid, including Bid Schedule(s) | j. Pre-Approved Equal Application Form |
| d. General Provisions | k. Contract Agreement |
| e. Special Provisions and
Specifications | l. All addenda issued prior to date for
receipt of bids set forth in the
Invitation for bids |
| f. Certification of Intentions
Concerning Subcontracting | m. Project Plans |
| g. Contractor Immigration Certification | |

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 completed within **75 calendar days** from the written issuance of the Notice to Proceed. Pinal 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. Pinal agrees to pay Contractor for work actually performed by contractor based on the price set forth and Contractor agrees to accept such amounts for work

actually performed for the lump sum amount _____)
_____ (\$ _____)

5. Installment/Progress Payments. Pinal 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 Pinal of any of its rights herein or of any claim Pinal may have against Contractor under this Contract. Periodic invoices and progress reports submitted by Contractor require verification by Engineer and approval or rejection by Pinal County Engineer within 30 days of receipt of invoice. Installment payments shall be made no later than fifteen (15) days after Pinal's approval.

6. Retention. Pinal 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 County Engineer and accepted by Pinal, with such approval and acceptance by Pinal not being unreasonably withheld;

7.4 Contractor furnishing Pinal 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 Pinal 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 Pinal 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 Pinal 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 Pinal 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 Pinal of the necessary Contract Bonds; (b) the submission by Contractor and acceptance by Pinal 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 and (c) upon the execution of this instrument by both parties hereto.

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, a political subdivision of the State of Arizona

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST:

Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

CT-4

(END OF SECTION)