

NOTE IMPORTANT DATES

Pre-Bid 8/24/15 @ 10AM

Quest. Due 9/1/15 @ 12 PM

Bid Open 9/24/15 @ 1PM

PINAL COUNTY

INVITATION FOR BIDS PACKET



P I N A L ♦ C O U N T Y

Wide open opportunity

PROJECT TITLE: Pinal County Flood Control District –
Tangerine Basin Mitigation Project

PROJECT NUMBER: 60684219

BIDDER'S NAME: _____

**Pinal County Purchasing Department
P. O. Box 1348
Administration Building A
31 North Pinal Street
Florence, Arizona 85132
520-866-6009**

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INVITATION FOR BIDS

Project Title: Pinal County Flood Control District – Tangerine Basin Mitigation Project

Project No. 60684219

Bid No.: PW 15/16/003

NOTICE IS HEREBY GIVEN THAT SEALED BIDS shall be received on the above-referenced Project by Pinal County Flood Control District, hereinafter “PCFCD,” at the office of the Pinal County Flood Control District Public Works Department, County Administration Building “F” east entrance, P. O. Box 727, 31 North Pinal Street, Florence, Arizona, until **1:00 P.M.**, according to the Pinal County Public Works Department's clock, on, **September 24, 2015** for the Scope of Work set forth below. No bids shall be received after this date and time.

Scope of Work: The Tangerine Detention Basin will be located between Tangerine Road and Ghost Ranch Road approximately one half mile west of Pinal Avenue (Township 5S, Range 6E, Section 20). The Tangerine Basin is a two-tier detention basin that intercepts and detains stormwater runoff from the Sacaton Mountains. The Tangerine Basin will reduce stormwater runoff to residential parcels south of Hopi Drive.

All work under this contract shall be completed within one hundred twenty 120 Calendar Days from the issuance date of the Notice to Proceed (NTP).

1.0 Design / Standards:

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

2.0 Administration:

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

- 2.6 Contractor shall perform at least 51 percent of the value of the project as identified in the Bid Schedule BS-1. The remainder of the work may be performed by subcontractors.

A mandatory pre-bid conference shall be held on **August 24, 2015 at 10:00 A.M.**, at the office of the Pinal County Development Services Department, 31 N. Pinal Street, Bldg. "F" South entrance, Ocotillo Room, to discuss the scope of work and technical aspects of the project. Any perceived or apparent omission or discrepancy in the Bid Documents may be presented in writing to the Pinal County Flood Control Engineer at this pre-bid conference. If the Pinal County Flood Control Project Engineer deems a response to a written request is necessary, the response shall be in the form of a written addendum. Oral statements or instructions shall not constitute an amendment to the Invitation for Bids.

Questions shall be submitted in writing by **12:00pm**, according to the Pinal County Purchasing Department clock, on **September 1, 2015** only to, Gloria Bean, Contracts Supervisor, at the Pinal County Purchasing Department, P.O. Box 1348, 31 North Pinal St., Building "A" Florence, AZ 85132 - phone: (520) 866-6009, fax: (520) 866-6899. **Failure to use this single point of contact when submitting questions may cause your bid to be rejected.** Any answers or clarifications affecting the cost shall be addressed to all bidders in an addendum. **Under no circumstances shall verbal interpretations or clarifications be given to individual contractors.**

Bids shall be publicly opened and read publicly on **September 24, 2014 at 1:05 P.M.**, according to the Pinal County Public Works Department's clock, at the Office of the Pinal County Public Works Department in County Administration Building "F" South entrance, 31 North Pinal Street, Florence, Arizona.

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

Plan Holders List, Bid Schedule, and Addendum(s) shall be posted on the Pinal County Website, when available. The address is:
<http://pinalcountyz.gov/Departments/PublicWorks/Contracts/Pages/BidsSolicitations.a>

SPX

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

manner and according to the conditions set forth in the Instructions to Bidders.

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

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

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

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

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

DATED 8/13/15


Louis M. Andersen, Director
Department of Public Works

(END OF SECTION)

INSTRUCTIONS TO BIDDERS

Project Title: Pinal County Flood Control District – Tangerine Basin Mitigation Project

Project No. 60684219

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

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

Sealed Bids for Tangerine Basin Mitigation Project; Project No. 60684219; County Arizona with the date and time of closing stated thereon and addressed to the Pinal County Flood Control District, Pinal County, Arizona.

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

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

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

5. Preparation and Submittal of Bid

5.1 Each Bidder shall submit the following: Material & Construction Bid Form B1-3, including Bid Schedule BS-1 , Three references (name, company, address, phone number and email address) from previous contacts performed within the last 5 years, Certificate of Intentions Concerning Subcontracting and Noncollusion Affidavit, Affidavit of Suspension and/or Debarment, Contractor Immigration Certification, signed and notarized Contract Agreement forms, accompanied by all Addenda issued by PCFCD prior to receipt of bids; bid security; and bidder's contractor license numbers and subcontractors' contractor license numbers, where applicable. All Addenda issued by Pinal County Flood Control District shall be noted on the bid form by the Bidder.

5.2 The Bidder's name shall be entered on the cover page and the required information, price and signature entered where specified on the Bid form. It is permissible to copy these forms as required. Facsimile bids, telegraphic bids or mailgrams shall not be considered.

5.3 The Bid form shall bear an original ink signature by the person authorized to sign.

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

5.5 Responding with a signed Bid shall constitute an irrevocable offer to perform the specified Work according to the provisions and specifications set forth in the Bid Documents.

5.6 All blanks on the Bid form shall be filled in using ink or be typed.

5.7 A bid made by an individual shall be signed with the Bidder's full name and be notarized.

5.8 A bid by a corporation shall be executed in the corporate name by the president, vice president, or other officer who presents competent evidence of authority to sign, and shall also have the corporate seal affixed and be attested to by the secretary of the corporation or a notary.

5.9 A bid by a partnership shall be executed in the partnership name and signed by a general partner whose title shall appear under the signature, and said signature shall be notarized.

5.10 The name of every signer shall be typed or legibly printed below the signature.

5.11 The completed Bid form shall contain an acknowledgment of receipt of all Addenda, the number of which shall be filled in on the Bid form.

5.12 The address and telephone number for notice to the Bidder/Contractor shall be completed on the Bid form.

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

5.14 Arizona sales tax license number, if any.

6. Calculation of Bid Price.

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

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

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

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

8. Bid Security

8.1 Each Bid shall be accompanied by Bid Security as set forth in the Invitation For Bids. Bid Security is submitted as a guarantee that the bidder, if awarded the Contract, shall enter into a Contract to perform the Work in accordance with the plans and specifications and shall promptly provide contract security in the manner and form required in the Bid Documents. Failure to strictly comply with these provisions shall result in the bid security being retained

by PCFCD as liquidated damages. No bid shall be considered unless it is accompanied by the required Bid Security.

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

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

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

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

9. Certification of Intentions Concerning Subcontracting.

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

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

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

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

Arizona for performing their share of the Scope of Work.

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

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

(END OF SECTION)

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

Project Title: Pinal County Flood Control District – Tangerine Basin Mitigation Project

Project No. 60684219

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

Bid of _____, hereafter "Bidder."

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

Individual name: _____
Company name: _____
Address: _____
Phone: _____
Fax Phone: _____
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, forms of contract, bonds and sureties which constitutes essential parts of this Bid, has been carefully examined.

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

BIDDER CERTIFIES that it is familiar with conditions under which the Work is to be performed, including delivery routes; and any other conditions and all other relevant matters that may affect cost, progress and performance of the Work, and the required time for performing the Work; is fully familiar with the plans and specifications for the Project and has a clear and thorough understanding of the amount and nature of the Work and is basing this bid on its own observations.

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

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

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

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

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

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

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

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

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

services for such performance and completion, and to comply with all of the terms, conditions and provisions of the Bid/Contract Documents. Total Bid Price set forth below is based upon the aggregate amount set forth in the attached Bid Schedule.”

Bid Price Not To Exceed-_____

_____ (\$ _____)

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 _____, 201__, 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 _____, 201__, before me, a Notary public, personally appeared _____, and executed the foregoing instrument for the purposes therein contained.

Notary Public

My commission expires: _____

(END OF SECTION)



Tangerin Basin - Hopi Drive Drainage Improvements
Bid Schedule
Project No. 60684219

Item No.	Description	Unit	Quantity	Price	Total
1	Mobilization & Demobilization	LSUM	1		
2	Construction Staking & As-Builts	LSUM	1		
3	Storm Water Pollution Prevention Plan	LSUM	1		
4	Drainage Excavation	CY	102873		
5	Riprap, 12" Thick D50=6"	CY	873		
6	Riprap, 12" Thick D50=3"	CY	2352		
7	Depth Gauge Per ADOT Std. Dtl C-19.10	EA	2		
8	No Trespassing Sign Per Detail Sheet DT01	EA	18		
9	Wire Fence Per Detail Sheet DT01	LF	3685		
10	Gate Per Detail Sheet DT01	EA	2		
11	Headwall Per MAG Standard Detail 502-1 w/Trashrack	EA	4		
12	24" RGRCP Storm Drain Pipe, Class III	LF	79		
13	PineBind Soil Stabilization	SY	3605		
14	Geotextile Filter Fabric	SY	18996		
15	Contingency Amount	LSUM	86000	\$86,000.00	\$86,000.00
			Total Bid Amount		

Quantities appearing in the Bid Documents are approximate only and are not to be used for the comparison of bids. Payment to Contractor shall be made only for the actual quantities of work performed and/or for materials furnished in accordance with the contract at the unit price(s) in the bid. Contractor shall verify actual quantities prior to construction and notify the Engineer of any deviation, either exceeding or under the Bid Price/Contract Price. No additional payment shall be paid to Contractor for additional quantities without prior written change order approved by Pinal. Any additional payment paid to Contractor for additional quantities shall be based on the applicable unit price in the Bid. No payment shall be made for unused materials.

GENERAL PROVISIONS

Project Title: Pinal County Flood Control District Tangerine Basin Mitigation Project

Project No. 60684219

1. Definitions. For this Contract certain words, phrases and terms shall have special meaning as defined herein. Furthermore, words used in the present tense shall include the future; words used in the singular shall include the plural; words in the plural shall include the singular; and words in the neutral or masculine gender are inclusive and do not in any way connote a specific gender.
 - 1.01 Bid Documents: The whole of the Invitation for Bids packet, which consists of all the documents listed in the index of said bid packet and all Addenda thereto.
 - 1.02 Bid Price: Total amount quoted by bidder for performing the Scope of Work described in the Bid Documents for Project No. 60684219.
 - 1.03 Bid Form: The approved PCFCD form on which the bidder affixes an authorized signature certifying that the bidder has carefully reviewed the Scope of Work and shall perform said Scope of Work and furnish all labor, equipment and materials necessary to complete said Work for an amount not to exceed the bid price quoted.
 - 1.04 Bid Security: A cashier's check, certified check, or surety bond written by a surety holding a certificate of authority to transact surety business in Arizona, in the amount of ten percent (10%) of the total bid price to guarantee the bidder will enter into the Contract if the bid is accepted and which is the agreed amount of liquidated damages in case of failure to enter into Contract or provide contract security.
 - 1.05 Bidder: An individual, partnership, firm, corporation, or any acceptable combination thereof, or joint venture responding to an Invitation for Bids by submitting a signed Bid.
 - 1.06 Board: Pinal County Flood Control Board of Directors.
 - 1.07 Calendar Days: A period of time meaning consecutive days including Saturdays, Sundays and holidays.
 - 1.08 Change Order: Amendment of the Contract, Contract Documents or both, which is not effective until after approval by the Contractor and the Pinal County Flood Control Board of Directors or their Designee. Approval by the Board of Directors or their Designee shall be in accordance with the provisions of paragraph 4 of the General Provisions of this contract. These changes include but are not limited to adding additional streets or roadway segments to the Scope of Work.
 - 1.09 Channel: A natural watercourse.
 - 1.10 Contract Administrator: Director of the PCFCD, who reviews and approves recommendations for all contracts, change orders and pay estimates to the Flood Control District Board of Directors.

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

- 1.23 Labor and Material Payment Bond: A payment bond furnished by Contractor and Contractor's surety or sureties for the full amount of the Bid Price to guarantee payment to laborers and material suppliers.
- 1.24 Materials: Any substances specified for use in the construction of the Project.
- 1.25 Material Supplier: One who fabricates, or processes an item off the Project Site, and who may or may not deliver this to the Project Site. For purposes of this definition, a supplier shall not include one who establishes a fabricating process or facility expressly for use of the Project, whether on or off the Project Site; or one who performs work on the Project Site that is incorporated into the Project.
- 1.26 Notice of Award: Written notice to the successful bidder notifying that the bid has been accepted by the Pinal County Flood Control Board of Directors.
- 1.28 Performance Bond: A bond in the full amount of the total Bid Price furnished by Contractor and Contractor's surety or sureties to protect PCFCD by conditioning release of the bond sum upon Contractor's full and complete performance of the Contract and all supplemental agreements thereto.
- 1.29 Plans: The project plans, standard drawings, working drawings and supplemental drawings, or reproductions thereof, approved by the Project Engineer, which show the location, character, dimensions and details of the Work to be performed. All such documents are to be considered as a part of the plans whether or not they are reproduced in the Invitation for Bid packet.
- 1.30 Progress Payment: Monthly draw against the contract price based on work completed and determined by the Schedule of Values and approved by the Engineer.
- 1.31 Purchase Order: A document which specifies, identifies and/or describes an item, service or supply, delivery and/or transportation purchased by the County and includes a written note from Pinal to any contractor or vendor of the start date and the Scope of Work.
- 1.32 Quality Assurance Inspector/QA Inspector: The Engineer's authorized representative assigned to make detailed inspections of contract performance.
- 1.33 Repetition of Expressions: In order to avoid cumbersome and needless repetition, such phrases as "to the Engineer" and "by the Engineer" shall be understood to mean that when an order, instruction, decision, exercise of judgment or other similar action is indicated, such order, instruction, decision, exercise of judgment or other similar action shall be issued, given, made by or reserved to the Project Engineer.
- 1.34 Responsible Bidder or Offeror: A person who has the capability to perform the contract requirements and the integrity which will assure good faith performance.
- 1.35 Responsive Bidder: A person who submits a bid which conforms to all material respects to the invitation for bids.
- 1.36 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.

- 1.37 Schedule of Values: Prices set by the Contractor for specified divisions of the Work. These prices shall be used to arrive at the amounts due under this contract on the progress payments. They shall include everything for that particular quantity of work which the Contractor expects to be paid, e.g. labor, material, overhead, profit, equipment costs or rental, transportation.
 - 1.38 Shop Drawings: Drawings submitted by the Contractor for use showing details to be used where appropriate including supplemental design sheets.
 - 1.39 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.
 - 1.40 Specifications: The compilation of provisions and requirements for the performance of the prescribed Scope of Work, which include general, special and technical specifications.
 - 1.41 Subcontractor: An individual, partnership, firm or corporation or any acceptable combination thereof, or joint venture, which performs any of the prescribed Scope of Work, directly or indirectly for or on behalf of Contractor whether or not in privity of contract with Contractor.
 - 1.42 Superintendent: Contractor's authorized representative in responsible charge of the work.
 - 1.43 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.
 - 1.44 Working Day: A calendar day, exclusive of Saturdays, Sundays and County-recognized holidays, on which weather and other conditions not under the control of Contractor shall permit Contractor's operation to proceed for the major part of the day with the normal working force engaged in performing the controlling item or items of work which would be in progress at that time.
2. No Waiver of Legal Rights. Partial or final acceptance of the Work under this Contract shall not preclude or prohibit PCFCD from correcting any measurement, estimate or certificate made before or after completion of the Work, nor shall PCFCD be precluded or prohibited from recovering from Contractor or its surety, or both, such overpayment as it may sustain, or by failure on the part of Contractor to fulfill its obligations under the Contract. A waiver on the part of Pinal of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.
 3. Latent Defects, Fraud, Gross Mistakes. Contractor, without prejudice to the terms of the Contract, shall be liable to Pinal for latent defects, fraud or such gross mistakes as may amount to fraud, or as regards to Pinal's rights under any warranty or guarantee.
 4. Change Orders. Pinal County Flood Control Board of Directors may, at any time, by written order and without notice to sureties make or direct changes (revisions, additions or deletions)

within the general scope of the Contract in the Work to be performed. Written change orders from Contractor shall be submitted with written justification and estimates to the PCFCD Project Engineer. All written change orders which shall increase the Contract Price by more than 10% together with time extensions related thereto, requires formal approval by the Pinal County Flood Control Board of Directors prior to any change in Work under the Contract.

5. Delays and Extensions. Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any, may be covered by an extension of time for such reasonable period as may be mutually agreed upon between the parties hereto. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date shall not be construed as a waiver by PCFCD of any of its rights herein.
6. Disputes. For resolving questions of fact not disposed of by agreements between the parties to this Contract, the final determination shall be made by PCFCD.
7. Contract Bonds. Contractor shall execute a Labor and Material Payment Bond, if subcontractors are to provide labor and materials, and shall execute a Performance Bond, each in an amount at least equal to 100 percent (100%) of the full Contract Price. Such bonds shall be issued by a surety company or surety companies, acceptable to PCFCD and duly authorized to do business in the State of Arizona, and shall be payable to Pinal County Flood Control Board of Directors. The Attorney-in-Fact who executes the bonds on behalf of surety shall affix thereto a certified and current copy of the Attorney in Fact's Power of Attorney. Only those forms of Performance and Payment Bonds that conform with Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes shall be used. Bonds from individual sureties are not acceptable. The bonds shall serve as security for the faithful performance of the Contract, including maintenance provisions, and for the payment of all persons performing labor and furnishing materials in connection with the Contract. The premiums on the bonds shall be paid by Contractor. If, at any time, PCFCD shall become dissatisfied with any surety or sureties then upon the bonds, or if for any other reason such bonds shall cease to be adequate security for PCFCD, Contractor shall, within five (5) calendar days after notice from the Engineer so to do, substitute acceptable bonds in such form and sum and signed by such other sureties as may be satisfactory to PCFCD. The premiums on such bonds shall be paid by Contractor. PCFCD may withhold the premiums due on such bonds from compensation due Contractor.
8. Independent Contractor. All Work performed under this Contract is being performed by Contractor as an independent contractor and not as an employee or agent of PCFCD. This Contract does not constitute, create, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between PCFCD and Contractor, Contractor's employees, subcontractors, subcontractors' employees or any person supplied by Contractor in the performance of Contractor's obligations under this Contract and does not entitle said persons to rights or benefits from PCFCD normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits. Contractor and subcontractors shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Pinal with respect thereto, including payment of reasonable attorney's fees and costs in

the defense of any claim made under the Fair Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Contractor from its subcontractors on behalf of PCFCD.

9. Insurance. Without limiting any of Contractor's obligations or liabilities, Contractor, at Contractor's own expense, shall purchase and maintain the minimum insurance coverage listed below with responsible insurance carriers duly licensed to do business within the State of Arizona and satisfactory to PCFCD and with policies and forms satisfactory to PCFCD.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Deductible/Retention. If policies provide coverage which contain deductibles or self-insured retentions, such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to PCFCD under such policies. Contractor shall be solely responsible for deductible and/or self-insured retention and PCFCD, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

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

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

Pinal County Flood Control Board of Directors
Post Office Box 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. PCFCD shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of PCFCD's right to insist on strict fulfillment of Contractor's obligations under this Contract.

10. Subcontractor's Insurance. In addition to insurance coverage required by Contractor, as set forth above, Contractor shall require insurance coverage in the same amounts from its subcontractors on behalf of, PCFCD and subcontractors shall comply with the paragraph entitled "Insurance" above.
11. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless PCFCD, its agents, representatives, officers, directors, officials and employees, from any and all liability, demands, proceedings, suits, actions, claims, losses, costs, and damages of every kind and description, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to indemnify and hold harmless PCFCD its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, or employee's liability claims, damages, losses or expenses (including but not limited to attorney's fees, court costs and/or arbitration costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including loss of use resulting there from, caused by or contributed to, in whole or in part, by any negligence, recklessness or intentional wrongful conduct, whether active or passive, of Contractor, its employees, agents, representatives, any tier of Contractor's subcontractors, their employees, agents or representatives or anyone directly or indirectly employed by Contractor or its subcontractors or anyone for whose acts Contractor or its subcontractors may be liable. The amount and type of insurance coverage requirements set forth in the Contract Documents or remuneration of any insurance coverage herein provided shall in no way be construed as limiting the scope of the indemnity in this paragraph. Such indemnity shall be required by Contractor from its subcontractors on behalf of PCFCD.
12. Survivability. Every provision of paragraph 9, (Insurance), paragraph 10 (Subcontractor's Insurance) and paragraph 11 (Indemnification) of these General Provisions shall survive the termination, cancellation, suspension, or completion of this contract.

13. Contractor's Responsibility. To the fullest extent permitted by law, Contractor shall be responsible for its own negligent acts, omissions and mistakes, and that of its employees, agents and subcontractors.
14. Requiring Removal of Unqualified Personnel. If Contractor personnel are deemed to be incompetent, careless, or otherwise objectionable, the contracting officer may require the removal of such personnel from the project.
 - 14.1 Such an action shall be supported by facts which show continued incompetence, carelessness, neglect, or other behavior detrimental to contract performance and to the County's best interest.
 - 14.2 This is a delegated authority of the contracting officer's representative (COR), normally to the Project Engineer, and shall be used if the contractor does not correct deficiencies in his organization.
 - 14.3 Incompetency by the Contractor's QC staff shall be brought to the Contractor's attention. If no immediate corrective action is taken by the Contractor, he may be directed to remove any employee acting in an incompetent manner. The Contractor shall comply and if this action is considered necessary, action shall be taken within 48 hours.
15. Requiring the Contractor to Assume Personal Supervision. If the Contractor does not provide a superintendent approved by the Project Engineer, the Project Engineer may require the Contractor to assume personal supervision of the work.
16. Non-liability of Public Officials and Pinal County Flood Control Representatives. The Pinal County Flood Control Board of Directors, officials, agents or employees of PCFCD shall not be charged personally by Contractor with any liability or held liable by Contractor under any term or provision of this Contract, in carrying out any of the provisions of the specifications or in exercising any power or authority granted to them by or within the scope of the Contract, or because of the Contractor's execution or attempted execution or because of any breach. It is understood and agreed that in all such matters the Pinal County Flood Control Board of Directors, officials, agents and employees act solely as agents and representatives of PCFCD.
17. Notice of Claim. Contractor shall notify Pinal County Flood Control Board of Directors of any claim filed against Contractor or Contractor's insurance company arising from services performed under the Contract within thirty (30) days of such filing.
18. Final Payment Acceptance. The acceptance by Contractor, its successors or assigns of any payment made as final payment under the Contract or of any final payment due on termination of the Contract, shall constitute a full and complete release of PCFCD and its Board of Directors from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against PCFCD or its Board of Directors under the provisions of the Contract.
19. Assignment and Subcontracting. Contractor shall not assign or subcontract the whole or any part of the Contract without prior written consent of Pinal County Flood Control Board of Directors. No such authorization shall be construed to relieve Contractor of Contractor's primary responsibility for completion of the contract or the Contract itself. Contractor shall be directly responsible for the quality and performance of any work subcontracted, and if any

subcontractor shall fail to perform the work undertaken by the subcontractor in a manner satisfactory to the Project Engineer, Contractor shall immediately cause replacement of or repairs or alterations to the work in a manner satisfactory to the Engineer. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and Pinal County Flood Control Board of Directors.

20. Retention of and Access to Records. Contractor and every subcontractor shall keep and maintain all books, papers, records, accounting records, files, accounts, reports, cost proposals with backup data and all other material relating to the Project, and shall make all such materials available at any reasonable time during the term of work on the Project and for five (5) years from the date of final payment to Contractor for auditing, inspection and copying upon Pinal County's Flood Control Districts request. Contractor shall insert in each of its subcontracts the above requirement and also a clause requiring its subcontractors to include the above requirement in any lower-tier subcontracts or purchase orders.
21. Employment of Personnel of Public Agencies. Contractor shall not engage the services of any person or persons then in the employ of PCFCD, except off duty Pinal County Sheriff's Officers for Traffic Control.
22. General Compliance with Laws. Contractor, its employees, agents, subcontractors, subcontractor's employees and agents, and anyone acting on Contractor's behalf shall comply with all applicable federal, state and local laws, regulations, rules and ordinances, including but not limited to speed limits, weight/load restrictions and environmental laws and regulations.
23. Permits, Licenses, Fees. Contractor shall procure all permits and licenses, pay all charges, fees, taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.
24. Sales and Use Taxes. In accordance with State of Arizona, Department of Revenue regulations, all sales and use taxes due the State on materials, labor or services and equipment used in this Project, shall be paid by Contractor. Before final payment on the Contract is made by PCFCD, Contractor shall furnish the District with a certificate duly acknowledged stating all such sales and use taxes have been paid to the State of Arizona. In the event that services or materials of a subcontractor are used, Contractor agrees to make the same requirements contained above of the subcontractor in favor of the District. Any and all refunds claimed and received by PCFCD shall be the property of the PCFCD and shall not affect any bid price or Contract price under this Contract.
25. Termination of Contract for Default. If Contractor:
 - 25.1 Fails to begin the Work under this Contract within the time specified,
 - 25.2 Refuses or fails to perform the Work, or any separable part, with such diligence as shall ensure its completion within the agreed upon time; or if the Contractor fails to complete the Work within such time;
 - 25.3 Fails to supply sufficient skilled workmen or suitable equipment or materials according to required specifications and/or provides defective material,
 - 25.4 Fails to make prompt payments to subcontractors or suppliers at any tier, or for labor,

materials or equipment;

- 25.5 Fails to perform the Work in a satisfactory manner, or neglects or refuses to remove materials or to perform anew such Work as may be rejected as defective, unsuitable and unacceptable;
- 25.6 Fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction or specified by the Contract Documents;
- 25.7 Fails to follow any reasonable instruction by Pinal County Flood Control District;
- 25.8 Performs work which deviates from the Contract Documents;
- 25.9 Discontinues the prosecution of the Work;
- 25.10 Fails to resume the Work which has been discontinued within a reasonable time after notice to do so;
- 25.11 Allows any final judgment to stand against the contractor unsatisfied for a period of ten days;
- 25.12 Commits any act of bankruptcy or insolvency;
- 25.13 Makes an assignment for the benefit of creditors;
- 25.14 Otherwise violates in any material way any provision or requirement of the Contract Documents, or
- 25.15 For any other cause whatsoever, fails to carry on the Work in an acceptable manner.

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

26. Termination, Postponement or Abandonment.

26.1 The right is reserved by Pinal County Board of Directors to terminate, indefinitely postpone, or abandon this Work, in whole or in part, when, for any reason, Pinal County Flood Control Board of Directors determines such action is in the best interest of the Flood Control District. This Contract may be terminated by giving written notice to Contractor at least twenty-four (24) hours prior to the termination, postponement or abandonment, and Pinal County Flood Control District shall be liable to Contractor only for work performed up to the effective date of termination, postponement or abandonment. In no event shall payment for such costs exceed the current contract price. Acceptable materials, obtained by Contractor for the work but which have not been incorporated therein, may, at the option of Pinal County Flood Control Board of Directors, be purchased from Contractor at actual cost delivered to a prescribed location or otherwise disposed of as mutually agreed. Contractor agrees to make his cost records available to PCFCD to the extent necessary to determine the validity and amount of any claim made against Pinal PCFCD under this Contract. Termination of a Contract or portion thereof shall not relieve Contractor of its contractual responsibilities for the work completed, nor shall it relieve the surety of its obligation for and concerning any just claim arising out of the work performed.

26.2 Because PCFCD may have more than one construction project at the same time and because the successful bidder on this project may also be a successful bidder on one or more of these projects, the successful bidder shall warrant and prove to the satisfaction of the Project Engineer that it is capable of performing all contracts concurrently. Failure to do so may be cause for the PCFCD in its sole discretion to terminate the contract and any other contract(s) awarded.

27. Improper Exercise of Authority. It is further understood and agreed that Contractor shall not in any way exercise any portion of the authority or sovereign powers of Pinal County Flood Control Board of Directors and shall not make a contract or commitment, or in any way represent itself as an agent of Pinal County Flood Control Board of Directors.

28. Subcontracts. Subcontracts entered into by Contractor to accomplish the Work shall incorporate, by reference, in each subcontract the provisions of the Contract Documents. Subcontracts shall be in writing and shall contain a provision whereby a person so employed or with whom a subcontract has been entered, acknowledges that Pinal County Flood Control Board of Directors shall not be liable for any costs, claims, damages, reimbursement or payment of any kind relating to such subcontract. Contractor shall bear full responsibility for acceptable performance under each subcontract.

29. Changes in Subcontractors or Material Supplier: In the event there is a need to change, add or delete a subcontractor or material supplier, the Project Engineer shall be notified in writing no less than 7 days prior to the commencement of work by the proposed subcontractor or delivery of supplies by the proposed material supplier.

30. Liens. Prior to payment to Contractor of final retention of compensation and release of Labor and Material Bond (Payment Bond) by Pinal County Flood Control Board of Directors, Contractor shall provide to the Board of Directors a notarized receipt/release for satisfaction of payment and waiver of lien on this Project from each subcontractor, supplier and subsupplier

performing services, labor and/or providing materials and/or supplies for this Project and any and all persons holding claims against the Work for this Project. If Contractor is the sole supplier and/or contractor under these Contract Documents, Contractor shall, prior to payment by Pinal County Flood Control Board of Directors, provide a written, notarized statement to Pinal County Flood Control Board of Directors stating Contractor is the sole supplier and/or sole contractor and there are no subsuppliers and/or subcontractors who are entitled to a lien under this Contract.

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

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

Contractor: To the address shown on the Bid form

32. Nondiscrimination, etc. In connection with the performance of the Work, Contractor shall comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative actions, and further agrees to insert an identical provision requiring said compliance in all subcontracts hereunder.

33. Environmental Protection. Contractor shall comply with all applicable federal, state and local statutes, rules, regulations, orders and requirements relating to environmental protection including but not limited to those relating to or adopted under: the Clean Air Act (42 U.S.C 7401 et seq. as amended), the Clean Water Act (33 U.S.C. 1251 et seq. as amended), the Resource Conservation and Recovery Act (42 USC 6901 et seq. as amended), and the Comprehensive Environmental Response Compensation and Recovery Act (42 U.S.C. 6901 et seq. as amended), and the Comprehensive Environmental Response Compensation and Recovery Act (42 U.S.C 9601 et seq. as amended). Specifically for contracts exceeding \$100,000 Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, (42 U.S.C 1857 (h), Section 508 of the Clean Water Act (33 U.S.C 1344) and US Environmental Protection Agency (40 CFR Part 15) which prohibit the use under nonexempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the US EPA Assistant Administrator for Enforcement (EN-329).

34. Energy Conservation. Contractor shall comply with mandatory standards and policies, as applicable, relating to energy efficiency which are contained in the State Energy conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

35. Antitrust Violations. Contractor and Pinal County Flood Control Board of Directors agree that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user, in this case, Pinal County Flood Control Board of Directors. Therefore, Contractor, acting as a vendor, hereby assigns to Pinal County Flood Control Board of Directors any and all claims for such overcharges.

36. Organizational Conflicts of Interest. No contract for the construction of a project shall be awarded to the firm that designed the Project or its subsidiaries, affiliates, the parent company or subcontractors or to a management and/or general consultant or any of its subsidiaries, affiliates, the parent company or subcontractors that were involved in any aspect of the design process, except with the approval of Pinal County Flood Control Board of Directors.
37. Antilobbying. Contractor shall comply with the provisions of Section 1352 of Title 31, U.S. Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits federal funds from being expended by a recipient or any lower tier sub-recipients of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. All disclosure statements shall be furnished to Pinal County Flood Control Board of Directors.

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

38. Drug-Free Workplace. Contractor shall comply with the Drug Free Workplace Act of 1988 and implement regulations and furnish the requisite "Certification regarding Drug-Free Workplace Requirements" to Pinal and insert this provision in all subcontracts.
39. Performance Evaluation. Pinal County Flood Control Board of Directors will assess contractor performance throughout the project utilizing the Contractor's Performance Evaluation Form. The Contractor shall be provided a copy of the form during the preconstruction meeting prior to every project. The Contractor shall receive a final evaluation at project completion. Project scores will be taken into consideration for future bids in which the Contractor participates. Scores with an "unsatisfactory" rating require a corrective action plan addressing all identified deficiencies to the satisfaction of the Pinal County Flood Control Project Engineer or Designee.
40. Suspension and/or Debarment. Contractor shall acknowledge, sign and notarize the Affidavit of Suspension and/or debarment as addressed in the Affidavit of Suspension and/or Debarment (ASD) section of this Invitation for Bids, affirming no suspension or debarment has occurred during the preceding three (3) years.
41. Immigration Law Compliance. In accordance with A.R.S. §41-4401(A), the Contractor and/or any subcontractor warrants that they are in compliance with all Federal immigration laws and regulations that relate to their employees and that they are in compliance with the requirement of A.R.S. §23-214(A) that after hiring an employee they shall verify the employment eligibility of the employee through the E-verify program.

A breach of the above warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR

shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay the contract.

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

(END OF SECTION)

CONTRACTOR'S PERFORMANCE EVALUATION FORM

Project Name:
 Construction Firm:
 Bid Amount:
 Notice to Proceed Date:
 Contract Completion Date:

Project Number:
 Project Manager/Engineer:
 Final Construction Cost:
 Final Acceptance Date:

PERFORMANCE REVIEW CRITERIA

1. PROJECT SCHEDULE (0-30 points)
 - Schedule and Progress Meetings 10 pts _____
 - Time Extensions 10pts _____
 - Meeting Contract Completion Date 10pts _____

 2. PROJECT COST (0-35 points)
 - Cost Change Orders 15 pts _____
 - Meeting Cost at Completion 20 pts _____

 3. CONTRACT REQUIREMENTS (0-35 points)
 - Plans and Specifications 15 pts _____
 - Submittals 5 pts _____
 - Safety, Considerate and Courteous 10pts _____
 - Communication and Responsiveness 5 pts _____
- Total Score: _____

RATING

Circle One	EXCELLENT	GOOD	SATISFACTORY	UNSATISFACTORY
Performance	(90-100)	(80-89)	(60-79)	(0-59)

Prepared by: _____ Title: _____ Date: _____

Reviewed by: _____ Title: _____ Date: _____

Reviewed by: _____ Title: _____ Date: _____

NOTE: Previous contractor performance scores will be utilized in evaluating future bid awards

Contractor Performance Evaluation Definitions

OVERVIEW

Contractor will be provided a copy of the Construction Performance Review Form during the preconstruction meeting for each project. It is the contractor's responsibility to read, become familiar with and understand the form and to ask questions should clarification be needed prior to start of work. Construction performance review of the contractor's performance will be evaluated during the course of the project by Pinal County's project team. The project team will consist of Project Inspector, Project Manager, and County Engineer. Contractor's performance evaluation will be based on the following review criteria: Project Schedule, Project Cost, and Contract Requirements. Each of these criteria has sub-criteria for which the contractor will be given points for how well he / she has met the sub-criteria defined below. Points assigned to each criteria are project specific and may be changed depending on the priority for a given project. Once an evaluation has been completed, a copy of the signed evaluation will be sent to the contractor. Scores in the "unsatisfactory" category may result in suspension.

DEFINITIONS

1. PROJECT SCHEDULE

Schedule and Progress Meetings – Prior to starting work on the project, contractor shall submit a project schedule to the project manager for acceptance. The schedule shall identify milestones or items of work to be accomplished during the course of construction such as Roadway Excavation, Aggregate Base Course and Pavement installation. Contractor shall have periodic progress meetings during the course of construction at times agreed upon by the project inspector at which time the contractor shall provide an updated schedule for the project as required by the project inspector. The project manager may attend said progress meetings as required. If issues arise during construction they are to be addressed with the project team in a prompt manner as to avoid schedule delays and unnecessary cost to the project. Full points (10) will be awarded to the contractor for keeping the project schedule updated and holding meetings on time as requested by the project inspector. Two points (2) will be deducted for each occurrence the contractor does not provide an updated schedule and / or does not hold a meeting on time as requested.

Time Extensions – It is the contractor's responsibility to request time extensions if required that may cause the project schedule to go past the completion date established in the original contract. Contractor shall present the project manager with proper documentation including the number of calendar days requested, new completion date and reason for the extension. The project manager may or may not accept the extension depending on the reason for the request. Full points (10) will be awarded to the contractor for no time extensions requested or time extensions required due to no fault of the contractor (ie: rain delays, change in scope of work). Two points (2) will be deducted for each time extension encountered due to the contractor's inability to perform in an acceptable manner.

Meeting Contract Completion Date – Should the contractor accomplish all work for the project with the acceptance of the project inspector by the completion date established on the original contract or with acceptable time extensions as mentioned prior, he / she will have met the contract completion date. Full points (10) will be awarded to the contractor for meeting the contract completion date or with acceptable time extensions. Two points (2) will be deducted for each week beyond the contract completion date should the delay be attributed to the contractor's inability to perform in an acceptable manner. All changes to the original completion date require Pinal County Board of Supervisor approval.

2. PROJECT COST

Cost Change Orders – It is the contractor’s responsibility to request cost change orders if required that may cause the project cost to increase above the original amount bid prior to proceeding with the work. Contractor shall present the project manager with proper documentation including unit cost, quantity, extended cost and reason for the cost change order. The project manager may or may not accept the cost change order depending on the reason for the request. Full points (15) will be awarded to the contractor for having no change orders or for change orders that are due to no fault of the contractor (ie: rain delays, change in scope of work). Five points (5) will be deducted for each change order requested by the contractor if the change order is due to the contractor’s inability to perform in an acceptable manner. Cost change order requests that result in an adjusted contract amount that exceeds the amount on the project award letter will require Pinal Board of Supervisor approval.

Meeting Project Cost at Completion – Full points (20) will be awarded to the contractor for meeting project cost at completion or for meeting an adjusted contract cost that is due to no fault of the contractor (ie: rain delays, change in scope of work). Twenty points (20) will be deducted for not meeting Project Cost at Completion if the cost over-run is due to the contractor’s inability to perform in an acceptable manner.

3. CONTRACT REQUIREMENTS

Plans and Specifications – It is the contractor’s responsibility to accomplish all items of work in accordance with the Maricopa Association of Governments (MAG) specifications, as detailed on the project plans and described in the project specifications including all addendums issued for the project. Should the contractor request a clarification of the plans or specifications he/she shall document such in the form of a Request for Clarification. The project manager may respond to said request with clarification or may not and indicate plans and specifications are sufficient. Full points (15) will be given for compliance to listed requirements, deductions in this category will include any quality related issues from work performed in the field. Five points (5) will be deducted for each occurrence the contractor submits a request for clarification and the project manager indicates the plans and specifications are sufficient.

Submittals – Contractor shall submit information required by the contract at the appropriate time for review and acceptance by the project manager including but not limited to Quality Control test reports, Material Certifications, and Progress Pay Requests. Contractor shall submit Progress Pay Requests only after work is accepted by the project inspector. Submittals will be graded on accuracy and timeliness. Full points (5) given for less than three late submittals; for each late submittal past three, one point (1) will be deducted.

Safety, Considerate and Courteous – It is the contractor’s responsibility to ensure that personnel are properly trained for work performed in a safe manner and that equipment itself is safe to operate. Contractor and his / her personnel shall accomplish all work in a manner that is considerate and courteous to the project team and the public. Full points (10) will be given for having no safety events or public/project team complaints related to inconsiderate or uncourteous behavior. One point (1) will be deducted for each non-injury safety event or complaint. Five points will be deducted for each injury on the job.

Communication and Responsiveness – Should the contractor communicate through the proper channels of County Inspector first and then Project Manager and respond to County’s requests in a timely manner, he/she will have met the communication and responsiveness. Full points (5) will be awarded to the contractor for meeting the communication and responsiveness sub-criteria. One point (1) will be deducted for each time the contractor fails to communicate thru proper channels or does not respond in a timely manner. To be considered timely, the contractor shall respond to the County requestor within two days (2) from the request.

APPEAL PROCESS

Should the contractor disagree with the construction performance review after receiving it, he / she may submit a written request for a reconciliation meeting with the project team. If an agreement cannot be made between the contractor and the project team, the contractor may request an appeal with administrative management staff per Pinal County Procurement Code Article 9 – Legal and Contractual Remedies, PC1-902 Debarment and Suspension of Contractors, Section C. Pinal County Procurement Code, Article 9 may be found at: <http://www.pinalcountyz.gov/Departments/Finance/Pages/Documents.aspx>

(END OF SECTION)

SPECIAL PROVISIONS AND SPECIFICATIONS

Project Title: Pinal County Flood Control District – Tangerine Basin

Project No. 60684219

1. Definitions. For this Contract certain words, phrases and terms shall have special meaning as defined in Section 101 of ADOT Standard Specifications for Road and Bridge Construction, 2008 Edition, except for the following listed definitions.

1.1 Definitions:

- 1.1.1 Right-of-Way: A general term denoting land, property or interest therein, usually in a strip, acquired for or devoted to transportation purposes.
 - 1.1.2 Standard Drawings: Drawings approved for repetitive use, showing details to be used where appropriate.
 - 1.1.3 Structures: Bridges, culverts, catch basins, drop inlets, retaining walls, manholes, endwalls, buildings, sewers, service pipes, under drains, foundation drains and other features which may be encountered in the Work and not otherwise classed herein.
2. Scope of Work/Work. As set forth in document entitled "Invitation for Bids" and performed in a workmanlike manner and according to the specifications and requirements set forth in the Contract Documents and all materials, tools, equipment, supplies, facilities, utilities, transportation, experienced supervision, and labor necessary for and required to perform and complete the Project.
 3. Intent of Specifications and Plans. The specifications and plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set so that any Work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the Work shall be completed according to the complete design or designs as decided and determined by the Project Engineer.
 4. Discrepancy Procedure. Should anything be omitted from the specifications and plans which is necessary to a clear understanding of the Work, or should it appear that various specifications and/or instructions are in conflict, or in the event of a recognized ambiguity by Contractor or any Subcontractor, it shall be brought to the attention of the contact person named in the Invitation for Bids, if discovered prior to the opening of bids, or to the attention SPS-2 of the Project Engineer, if discovered after the award of contract, and written instructions secured from the Project Engineer before proceeding with the Work affected by such omission or discrepancy.
 5. Pre-construction Conference. The Project Engineer and successful bidder shall have a conference prior to beginning the Work.

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

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

delay or loss experienced by it because of the presence and operations of other contractors working within the limits of the same project. Contractors shall arrange their work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project and on adjoining projects. Contractor shall join Contractor's work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

16. Authority of the Project Engineer. The Project Engineer shall decide any and all questions which may arise as to the Work, including the quantity, quality and acceptability of materials furnished and rate of delivery. The Project Engineer shall decide all questions which may arise as to the interpretation of the specifications or plans. The Project Engineer with the consent of the Pinal County Flood Control Board of Directors shall have the authority to suspend the Work, wholly or in part, due to the failure of Contractor to correct conditions unsafe for the workers or the general public; for failure to carry out provisions of the Contract Documents and to carry out orders. The Project Engineer may suspend the Work for such period as the Project Engineer may deem necessary due to adverse weather conditions, for conditions considered adverse to the prosecution of the Work or for any other condition or reason deemed to be in the public interest. The Project Engineer's decision, in case any questions may arise, shall be a condition precedent to the right of Contractor to receive any money or compensation for the Work under the Contract Documents. The Project Engineer shall have full power to reject or condemn all or part of the Work performed under the Contract Documents, which does not conform to the specifications, terms and conditions herein expressed. All Work shall be performed, including the furnishing of materials, strictly to and in conformity with the plans and specifications made part of the Contract Documents and according to the directions of the Project Engineer. The Project Engineer's failure to discover or reject Work, including materials, not in accordance with the plans, specifications and contract documents during performance of the Work, shall not be considered an acceptance of the Work, or a waiver of defects. Neither the failure to properly perform inspections, tests or approvals required by the Contract Documents nor the activities or duties of the Project Engineer in the administration of the Contract Documents shall relieve Contractor from Contractor's obligation to perform the Work strictly to and in conformity with the plans, specifications, terms, provisions and conditions of the Contract Documents.
17. Duties of Quality Assurance Inspector. QA Inspectors shall be authorized to inspect all Work done and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The QA Inspector shall not be authorized to alter or waive the provisions of the Contract. The QA Inspector shall not be authorized to issue instructions contrary to the plans and specifications or to act as foreman for Contractor; however, QA inspectors shall have the authority to reject Work or materials until any questions at issue can be referred to and decided by the Project Engineer.
18. Inspection of Materials and Work. Pinal County Flood Control Board of Directors may reject or condemn, in whole or in part, materials not in good condition or not in compliance with the specifications of the Bid/Contract Documents. All materials and each part or detail of the Work shall be subject to inspection by the Project Engineer and/or QA Inspectors. The Project Engineer and QA Inspectors shall be allowed access to all parts of the Work,

including materials used, and shall be furnished with such information and assistance by Contractor as is required to make a complete and detailed inspection. Contractor shall schedule its operations to allow a reasonable amount of time for Project Engineering inspection of the Work, including materials used. In most cases, inspection shall be completed in eight work hours or less. Contractor shall not be entitled to additional compensation or an extension of Contract time for delay resulting from such inspections.

The Project Engineer and/or QA Inspectors shall perform the inspection as expeditiously as possible in order that the Work might progress in an orderly and continuous manner. Additional inspection costs incurred due to Contractor errors shall be at Contractor's expense.

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

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

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

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

21. Maintenance During Construction. Contractor shall maintain the Work during construction and until the Project is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day with adequate equipment and forces to the end that the Work is

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

22. Cleanup. Prior to the final inspection of Work under this Contract, Contractor shall remove all loose debris, unused material and other materials that are not a part of the finished product, from the site of the Work.
23. Final Inspection. Upon due notice from Contractor that the entire Work under the Contract Documents is completed, the Project Engineer and/or QA Inspectors shall make an inspection. If all Work, including materials, provided for and contemplated by the Contract Documents are approved to the Project Engineer's and/or QA Inspector's satisfaction, that inspection shall constitute the final inspection and the Project Engineer shall notify Contractor in writing of completion of final inspection. If, however, the inspection discloses any Work, including materials, as unacceptable and/or defective, the Project Engineer shall give Contractor written notice of the unacceptable and/or defective Work, including materials, and Contractor shall immediately remove said Work, including materials, and replace it with acceptable Work, including materials. Upon remediation of the unacceptable and/or defective Work, including materials, as called for by the Project Engineer's notice, the above procedures shall be repeated until the Project Engineer gives notice of completion.
24. Protection of Adjacent Property. Contractor shall take all necessary precautions to avoid harming and/or damaging any adjacent person, structure, property or vegetation.
25. As-Built Plans. As-Built Plans shall be prepared as construction proceeds, with the as-built data being entered in the plans as soon as a particular item of work is completed. These As-Builts shall show all differences between design and actual construction and shall include differences in Lengths, Widths, Heights, Locations, Alignments, Elevations, Slopes, Shapes, Quantities, Materials etc. wherever construction differs from design by more than the allowed tolerance or where there are differences in materials, color, consistency etc. As-Built data shall be entered neatly and legibly in red on the design drawings. During construction the As-Built plans shall be made available for review by the Project Engineer when requested. The redline copy shall be submitted to the Project Engineer no later than five working days after completion of construction.

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

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

(END OF SECTION)

TECHNICAL PROVISIONS & SPECIFICATIONS

Project Title: Pinal County Flood Control District – Tangerine Basin

Project No. 60684219

100.1 Scope of Work

INTENT OF PLANS AND SPECIFICATIONS

1. The intent of the Specifications and Scope of Work is to prescribe a complete work for the Tangerine Basin Project which the Contractor shall perform in a manner acceptable to Pinal County and in full compliance with the terms of the Contract.
2. Unless otherwise specified in the Special Conditions, the Contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including, but not limited to, dust and traffic control measures, and to perform all work involved in executing the contract in a satisfactory and workmanlike manner within the specified time.
3. The “Engineer” shall be that person or his designees employed by or contracted by the Pinal County responsible for all aspects of the project and with the authority to make revisions to and approve changes to the plans or specifications.

TIME OF COMPLETION

1. The Contractor shall commence the work under this contract on or before the tenth (10th) calendar day after receiving written Notice to Proceed from the Owner. The Contractor shall fully complete all work within 180 (One Hundred Eighty) calendar days in accordance with the date set forth in the Notice to Proceed. The Contractor shall at all times during the continuance of the Contract prosecute the work with such work force and equipment as is sufficient to complete the project within the time specified. The schedule and the related traffic control shall be developed such that access is maintained to all abutting residences and roadways. The layout, format and content of the schedule shall be suitable for public release and acceptable to the Engineer.

GEOTECHNICAL REPORT

A Geotechnical Evaluation was performed by Ninyo & Moore in March, 2013. The geotechnical report is not included as part of the contract documents, however for informational purposes the report is available in PDF format.

100.2 Standard Specifications & Drawings

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

- A. Standard details and specifications for this project shall be the Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction (MAG Standards), except as modified in the plans and by these technical specifications.
- B. Other standard specifications and details will be incorporated within the plans, project documents and technical specifications by reference, as necessary. These may include references to the Arizona Department of Transportation Standard Specifications and Standard Drawings for Road and Bridge Construction (ADOT Specifications or ADOT Standard Details), U.S. Department of Transportation, Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, herein referred to as "MUTCD"; the Arizona Department of Transportation Construction Standard Drawings (C-Standards), Standard Drawings (B-Standards), Signing Marking Standard Drawings (M Standards), Latest Editions, herein after referred to as "ADOT Standard Drawings"; and others.

104.1.2 MAINTENANCE OF TRAFFIC

Per MAG Section 104.1.2 except as modified below

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

The Contractor shall be responsible for maintaining all Temporary Traffic Control Devices accepted by the Engineer at all times during construction until Final Acceptance of the project is issued.

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

Contractor shall maintain access to all residents at all times in a practicable manner. Contractor shall exercise measures to mitigate inconveniences to adjacent property such as for mail delivery

etc. Adjacent property owners shall be notified a minimum of 24 hours in advance of any Temporary Road Closure. Payment for traffic control shall be lump sum (LS) according to schedule for all work complete and in place. All other costs associated with this item shall be included with the bid item.

The Contractor is required to maintain access to all driveways and side streets during construction. Prior to construction of each work activity, the Contractor shall coordinate work with adjacent property owners and any local businesses.

A. Maintenance of Traffic

1. Contractor shall at all times conduct his/her work as to ensure the least possible obstruction to traffic.

B. Access to Businesses/Residences

1. Contractor shall provide to all residents and businesses affected by the project, access to one of their driveways at all times except as modified by the following: If Contractor finds it unavoidable to temporarily close off access for any time, the residents/businesses affected shall be contacted a minimum of 48 hours in advance and an alternate procedure for access mutually agreed to. Contractor shall provide the County Engineer with signed evidence of a mutually accepted agreement between the property owner/business manager/residential manager and Contractor prior to said closure.

C. Safety

1. The safety and convenience of the general public and the residents along the project and the protection of persons and property shall be provided for by the Contractor in accordance with the requirements of this contract.
2. Contractor shall submit a Safety Plan to the County Engineer at the preconstruction conference. The plan shall detail the procedures The Contractor will implement to satisfy OSHA and the State Occupational Safety Guidelines related to the worker as well as public safety in construction of excavations, structures and confined air spaces as identified by the County Engineer. Contractor's Safety Plan shall include the requirement that all workers and visitors must wear hard hats while within the project limits.
3. The Safety Plan submitted by Contractor shall include proposed methods to prevent unauthorized persons from gaining access to the work areas.
4. In conjunction with the Safety Plan, Contractor shall furnish and install 72" temporary chain link fencing, or approved equal satisfactory to the County Engineer, around any unattended excavation deeper than four feet with slopes steeper than 2:1. Temporary fencing shall completely enclose the referenced construction activity and shall be secured after normal working hours to prevent unauthorized access.
5. Unless otherwise approved in writing by the County Engineer, open trenches shall be limited to 50 ft. In length except for cast-in-place pipe installations and during non-working hours shall be covered with steel plate in a manner satisfactory to the County Engineer.

No separate measurement or payment shall be made for traffic control. This work shall be considered incidental and included in the unit price bid for construction of the appropriate contract pay items.

104.1.4 CLEANUP AND DUST CONTROL

The work under this item shall consist of applying water required for dust control per MAG Specifications and as modified herein.

- A. If, in the opinion of the Engineer, Pinal County air quality representative, or Pinal County Public Works Department representative, the Contractor fails to keep dust for his operation under control, a written order suspension of operations may be issued until the situation is remedied. No time extension or additional costs will be allowed for this suspension.

- B. **Dust Control:** Cleanup and dust control shall conform to MAG Standard Specifications Section 104.1.3. Contractor shall obtain a permit from the Pinal County Air Quality Department. Dust Control is a NPI. All other costs associated with this item shall be incorporated into the bid price of other items.
 - Pinal County Contact:
 - Pinal County Air Quality Control District
 - Kale G. Walch
 - 31 N. Pinal Street
 - P.O. Box 987
 - Florence, AZ. 85232
 - Tele. (520) 866-6929
 - <http://pinalcountyaz.gov/Departments/AirQuality>

- C. No separate measurement or payment shall be made for dust control. This work shall be considered incidental and included in the unit price bid for construction of the appropriate contract pay items.

104.1.5 FINAL CLEANING UP

MAG Section 104.1.5 is supplemented as follows:

104.1.5.1 RESTORATION Requirements

- A. Upon completion of construction and before Final Acceptance can be made by the Engineer, the Contractor shall clean up each individual construction area to the satisfaction of the Engineer. Small trees, weeds, and brush, which were removed as part of construction work, shall be removed from the project site and properly disposed of. Existing landscape improvements, drainage ditches, etc., shall be restored in "like kind" so that the improvement is put back in as close to its prior state as possible. Restoration of incidental items impacted by construction activity shall be in accordance with MAG Section 104.1.3 and 104.1.4. All debris, broken pipe, concrete and other construction

debris shall be removed from the project site and properly disposed. The Contractor shall restore each individual work site to grades existing before construction work, including wheel ruts and other scarring. No separate payment will be made for restoration of items impacted by the Contractor's construction operation and the cost of these items shall be included in the unit bid prices in the bid schedule.

104.3 Mobilization

- A. Mobilization shall be per MAG Standard Specifications Section 109.10. A mobilization line item is included in the bid schedule for a single round trip mobilization/demobilization of the Contractor's personnel, equipment, supplies and incidentals, including establishment of any field office necessary for the performance of the work. Any preparatory work prior to the start of construction including necessary operations on the project site is also included with this line item.
- B. Measurement and Payment
Mobilization will be measured for payment by the lump sum bid as a single complete unit of work. Payment for mobilization will be made as provided herein which shall be full compensation for supplying and furnishing all materials, facilities, and services and performing all the work involved as specified above. The total amount allowed for mobilization during the life of the contract shall not exceed nine percent (9%) of the original contract amount. If the bid price exceeds this percentage the excess amount will be paid to the Contractor upon completion of the contract and nine percent of the contract amount shall be used to determine partial payments. Partial payments under this item will be made in accordance with the following provisions:
- C. The first payment of one third of the lump sum price for mobilization may be made provided that all submissions required under Sub-section 108.3 and elsewhere herein are submitted by the Contractor at the pre-construction conference to the satisfaction of the Engineer and when the Engineer has determined that a significant amount of equipment has been mobilized to the project site which will be used to perform portions of the project work.

The second payment of one third of the lump sum price for mobilization shall be made on the first estimate following completion of 13 percent of the contract. The third payment of one third of the lump sum price for mobilization will be made on the first estimate following completion of 26 percent of the contract.

Bid Item: 1 - Mobilization & Demobilization

105.6 Cooperation With Utilities

MAG Section 105.6 is supplemented as follows:

105-6A Location of Underground Utilities

- A. Contractor shall contact Blue Stake within the time frame specified under Blue Stake law and request field location of underground utilities. At the time these locations have been marked and prior to the commencement of excavation within the affected area, the Contractor shall at his expense manually determine the exact location of all buried facilities.
- B. Contractor shall prevent or minimize conflict with all existing utilities and shall construct the improvements by maintaining the necessary clearances as required by each utility. Contractor shall notify all affected utilities prior to the start of construction and shall ascertain the location of the various underground utilities either shown on the plans and/or as may be brought to his attention.
- C. Contractor shall perform all operations in accordance with Arizona Blue Stake law.
- D. No separate measurement or payment shall be made for Cooperation with Utilities. This work shall be considered incidental and included in the unit price bid for construction of the appropriate contract pay items.

105.8 Construction Staking

- A. Construction staking shall be the responsibility of the Contractor. The control for the project is provided in the Contract Documents. The Contractor shall be held responsible for preservation of control monumentation. If any of the control monumentation have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them will be charged against him and will be deducted from the payment of work.
- B. Staking shall be performed and certified by a Registered Land Surveyor in good standing with the Arizona State Board of Technical Registration.
- C. Field notes and record drawings shall be provided to the Engineer.
- D. The staking shall be performed in such a manner and frequency that the Contractor is able to construct the project in accordance with the plans and specifications. At a minimum, staking shall include
 - 1. Slope or limit stakes (TCE)
 - 2. Alignment of Pipeline
 - 3. Site improvements including, but not limited to, retaining walls, fencing, drainage, fence enclosures, protection posts, gates, etc.
 - 4. Other staking as needed to complete the work in conformance with the plans and specifications.

- E. The Engineer and the Contractor's Superintendent shall meet monthly or as necessary to jointly measure all work items under the contract to determine pay quantities for each pay period. Quantities of work items shall be documented on the respective plan sheets and separately in tabular fashion with Station to Station measurements noted to assure there is no duplication of payment for work performed. Measurements will be for work actually completed. No projections for expected completion of work will be allowed.
- F. All survey data will be based on NAD83 (1992), ARIZONA SPCS, CENTRAL ZONE, INTERNATIONAL FEET and in grid units. The scale factor applied to go from grid to ground is 1.000063094. All vertical elevations are orthometric heights and are in NAVD 88 US Survey feet.
- G. Measurement And Payment
The quantity of "Construction Staking" measured for payment shall be the lump sum bid by the Contractor. The contract unit price per lump sum paid for "Construction Staking" shall be full compensation for all labor, materials, and equipment to perform the construction staking as described in this section.

Bid Item: 2 - Construction Staking & As-Built

105.16 AS-BUILT PREPARATION AND COORDINATION

- A. Final as-built plans will be produced by the Engineer. However, the Contractor shall provide the Engineer with a red-lined as-built set of plans as required in the Special Provisions and Specifications section of the Invitation for Bids Packet. The Contractor shall notify the Engineer as required in this Section, provide access to work, and cooperate with the Engineer to accurately depict as-built conditions. As-built data shall include earthwork grades, pipes, headwalls, fences, gates, channel slopes and grades, rip rap and all other site improvements.
- B. Prior to backfilling or covering any work, the Contractor shall notify the Engineer 48-hours in advance. The minimum 48-hours notice time shall not include weekends or holidays. The notification shall be via e-mail to both the County and Engineer.
- C. The Contractor must provide access for the Engineer to verify all as-built information prior to backfilling or covering. The Contractor shall not backfill or cover an item of work until verification has been completed by the Engineer. If an item of work is determined by the Engineer to be backfilled or covered prior to being recorded by the Engineer, the Contractor at the direction of the Engineer shall uncover the item of work at no additional cost to the Owner.
- D. The Contractor shall maintain a redlined copy of the project plans including changes made in construction of the project. The redline copy shall be updated on a weekly basis in preparation for the weekly as-built field meeting. The Contractor shall provide the Engineer with a copy of the redline plans upon completion of the project.

E. Weekly field meetings with the Contractor, Engineer and County shall occur to review As-Built information for conformance with the specifications. The Contractor shall provide the Engineer with a schedule of work items to be constructed in the upcoming 30 day period, including approximate dates of installation prior to backfilling or covering. The Contractor field redlines will be reviewed for notation of changes in the work. Missing, erroneous or deficient data must be corrected by the Contractor at no additional cost to the Owner.

F. Measurement And Payment

The quantity of As-Built measured for payment shall be the lump sum bid by the Contractor. The contract unit price per lump sum paid for As-Built shall be full compensation for all labor, materials, and equipment to perform the construction staking as described in this section.

Bid Item: 2 - Construction Staking & As-Built

106 Control of Materials

Contractor shall submit in writing all materials to be used in the project in accordance with ADOT Specification Section 106 and Subsection 730-4.

107 Legal Relations and Responsibility to the Public

This project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) requirements under the Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES) program as administered by the Arizona Department of Environmental Quality (ADEQ). Under the conditions of a permit, the Contractor shall be designated as co-permittee (with Pinal County), and shall be responsible for providing necessary materials; taking appropriate measures to ensure removal of additional sediment generated in storm water runoff from the project (relative to pre-project sediment levels); and completing the following documents:

1. Storm Water Pollution Prevention Plan (SWPPP) for the project, including a certification-of-compliance form.
2. Notice of Intent (NOI) to be covered under AZPDES, including certification of signature
3. Notice of Termination (NOT) of coverage under AZPDES (upon project completion)

All Subcontractors must comply with AZPDES requirements under the supervision of the Contractor, and shall submit a completed, signed subcontractor certification form, thereby designating themselves as co-permittees. The SWPPP shall be subject to approval by the Construction Manager prior to implementation. The SWPPP shall be kept at the project site at all times, and the final SWPPP shall be retained by the Contractor for three (3) years following project completion and final acceptance.

The Contractor shall submit a completed, signed NOI form (including signed subcontractor certification forms) to the County no later than the Pre-Construction meeting. The County will attach these forms to its own completed NOI form, and submit the package to ADEQ at least 48

hours prior to the proposed Notice to Proceed date. The County will send copies of the final submittal for distribution to the Contractor and the Arizona Department of Environmental Quality (ADEQ) Storm Water Coordinator.

Failure by the Contractor (or any applicable subcontractors) to submit the NOI form and certification by the time of the Pre-Construction meeting, or to promptly make revisions to those forms as requested by the County, which leads to delays in attaining ADEQ requirements will result in postponing the start of construction. The Contractor will not be entitled to any additional compensation for costs resulting from such delay.

The NOI shall be posted at the construction site along with the SWPPP. No construction activities shall begin until all applicable storm water pollution control devices are in place. Any additional work caused by the Contractor's (or subcontractor's) failure to properly implement the SWPPP will not be compensated. In addition, the Contractor shall keep a copy of the STORM WATER BASELINE CONSTRUCTION GENERAL PERMIT COVERAGE NOTICE received from ADEQ (after submittal of the NOI) at the job site at all times.

All SWPPP reports required under this contract shall be available to the public in accordance with requirements of the Clean Water Act—Section 308(b). The Contractor shall make plans available to the public upon a request from either the EPA or ADEQ.

No conditions of the AZPDES or the SWPPP shall release the Contractor from any responsibilities or requirements under other environmental statutes or regulations. Asphalt plant and concrete plants (including module plants) require separate AZPDES industrial permits.

Upon completion and acceptance of the work performed by a co-permittee, either the Contractor or other subcontractors shall absolve such subcontractor of any involvement in, or responsibility for, subsequent AZPDES violations on the project. Upon total project completion, acceptance, and de-mobilization, the Contractor shall submit a completed, signed NOT form to the County. The County will attach its NOT form, and submit the final package to the EPA and ADEQ thereby terminating all AZPDES permit coverage for the project.

As a minimum, the Contractor shall inspect all storm water pollution control devices on the project every:

1. 7 calendar days **or**
2. 14 calendar days and also within 24 hours of each rainfall event of 0.5" or more **or**
3. Month, but not within 14 calendar days of the previous inspection and within 24 hours of each rainfall event of .25" or greater

The Contractor is also encouraged to inspect devices following rainfalls of less than 0.25", as it is the Contractor's responsibility to ensure the proper operation of each device. The Contractor shall maintain a record of each inspection. No other separate measurements or payments will be made relative to SWPPP items.

The Contractor shall also abide by any additional requirements of the AZPDES Construction General Permit not specified in these specifications

Measurement And Payment

The quantity of Storm Water Pollution Prevention Plan measured for payment shall be the lump sum bid by the Contractor. The contract unit price per lump sum paid for "Storm Water Pollution Prevention Plan" shall be full compensation for all permits, coordination, labor, materials, and equipment to perform the construction staking as described in this section.

Bid Item: 3 - Storm Water Pollution Prevention Plan

207 Drainage Excavation

Work under this item shall be done in accordance with MAG Specifications Section 207.

- A. If material is encountered during excavation that the Engineer determines to be unsuitable, the following shall apply:
 - 1. Material which is located in a cut section at an elevation above finished subgrade shall not be utilized in fill construction but shall be removed and disposed of at a site secured by Contractor.
 - 2. Material which is located below the natural ground surface in embankment areas and below the finished sub-grade elevation in excavation areas shall be removed to the limits as determined by the Engineer and the resultant cavity backfilled with suitable material as directed.
- B. The price bid for drainage excavation shall include all costs for excavating, hauling, placing and constructing fills per MAG 211, sub-grade preparation, removal and disposal of unsuitable and excess material. There will be no separate payment made for overhaul.
- C. The bidding schedule quantities for this item of work will be considered to be the final quantities for payment. Adjustments in the bidding schedule quantities for Earthwork as contained in these specifications may be initiated by Contractor or the Engineer if evidence indicates that the required quantity varies by an amount greater than 5% of the bidding schedule quantity. Contractor shall advise the Engineer, in writing, submitting evidence in the form of a construction survey or photogrammetric survey with measurement for the proposed adjustment and requesting an adjustment in quantities. The Engineer will determine the amount of adjustment, if any. The quantity upon which payment will be based will be the bidding schedule quantity plus or minus only that portion of the adjustment that exceeds 5% of the bidding schedule quantity.
- D. Variations caused by shrink of materials shall not be considered for quantity adjustments.
- E. Adjustments in earthwork quantities due to revisions ordered by the Engineer will be isolated by measurement or calculations. The bidding schedule quantities will be adjusted by the amount either measured or calculated, regardless of the 5% variation requirement above.

F. Prior to excavation of material, Contractor shall submit a haul route plan and disposal site plan to the Engineer of Record for approval. If the disposal site is located within a FEMA designated floodplain or an administrative floodplain as designated by the county, a floodplain use permit shall be obtained by the Contractor at the Contractor's expense. The services of a professionally registered engineer may be required to meet permit requirements.

G. Measurement and Payment

Drainage excavation shall be paid at the contract unit price by cubic yard excavated and shall include all necessary labor, staking, equipment, etc. to complete the work per the approved plans.

No additional payment will be made for coordination of disposal of material as it is considered incidental to the bid item "Drainage Excavation".

Bid Item 4 - Drainage Excavation

220 Riprap Construction

Work under this item shall be in accordance with MAG Section 220 as stated on project drawings and as modified herein.

A. The bidding schedule quantities for this item of work will be considered to be the final quantities for payment. Adjustments in the bidding schedule quantities for Riprap as contained in these specifications may be initiated by Contractor or the Engineer if evidence indicates that the required quantity varies by an amount greater than 5% of the bidding schedule quantity. Contractor shall advise the Engineer, in writing, submitting evidence in the form of a construction survey or photogrammetric survey with measurement for the proposed adjustment and requesting an adjustment in quantities. The Engineer will determine the amount of adjustment, if any. The quantity upon which payment will be based will be the bidding schedule quantity plus or minus only that portion of the adjustment that exceeds 5% of the bidding schedule quantity.

B. Measurement and payment under this item shall be to the nearest cubic yard complete in place in accordance with the respective detail. Riprap construction shall include excavation, ground surface preparation, fabric (if used), bedding material, stone, and backfilling. Payment shall be full compensation for furnishing all material, labor, and equipment for riprap construction.

Bid Item 5 - Riprap, 12" Thick D50=6"

Bid Item 6 - Riprap, 6" Thick D50=3"

230-1 Dust Palliative

The work under this item shall consist of applying water required for dust control per ADOT Specs Section 207 and as modified herein.

- A. If in the opinion of the County Engineer the Contractor fails to keep dust for his operation under control, the County Engineer may order by written order suspension of operations until the situation is remedied. No time extension or additional costs will be allowed for this suspension.
- B. No separate measurement or payment shall be made for dust palliative. This work shall be considered incidental and included in the unit price bid for construction of the appropriate contract pay items.

402 Permanent Signing, Marking, Sign Posts and Delineators

Work under this item shall be done in accordance with the project drawings and requirement of the Manual on Uniform Traffic Control Devices (MUTCD), ADOT Standard Specifications, and ADOT Signing and Marking Standards.

All new sign and depth gauge locations are approximate. The contractor shall verify actual sign/gauge locations with the Engineer prior to installation.

Measurement and payment shall be per the unit price per each for sign or depth gauge, including all necessary supports, material, excavation and backfill, fittings and hardware, and foundations complete in place.

Bid Item 7 - Depth Gauge per ADOT Standard Detail C-19.10

Bid Item 8 - No Trespassing Sign per Detail Sheet DT01

421 Wire Fence

The following Section is added. Work under this item shall be performed per ADOT Standard Specifications Section 903.

- A. Measurement and Payment
Measurement shall be per the linear foot of fence installed in place deducting widths of gates and openings. The price paid per linear foot shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all the work involved in constructing the fence complete in place as specified on the plans, except for furnishing and installing gates.

Gates will be paid for at the unit price for each size of gate required on the plans or special provisions, which shall include full compensation for furnishing the gates, together with all necessary gate posts, fittings and hardware, locking mechanism, and doing all the work involved in installing the gates complete in place as specified.

Full compensation for clearing the line of the fence and disposing of the resulting material, excavating high points in the existing ground between posts, excavating and furnishing and placing concrete footings, connecting new fences to structures and

existing fences, and any other related work shall be considered as included in the price bid per linear foot of fence and no additional allowance will be made therefore.

Bid Item: 9 - Wire Fence per Detail Sheet DT01

Bid Item: 10 - Gate per Detail Sheet DT01

505 Concrete Structures

Work under this item shall be performed per MAG Standard Specifications Section 505.

A. Measurement and Payment

Measurement shall be per each catch basin (with or without trash rack) installed in place. The price paid per catch basin shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all the work involved in constructing the catch basins complete in place as specified on the plans, including all concrete, reinforcing steel, and items embedded in the concrete, such as anchor bolts, grates and frames, metal inserts, etc.

Bid Item: 11 - Headwall per MAG Standard Detail 502-1 with Trashrack

601 Trench Excavation, Backfilling and Compaction

Work under this item shall be performed in accordance with MAG Specifications Section 601 with the following modifications:

- A. Bedding shall be a minimum of six inches and shall be compacted to 95% of maximum standard proctor density.
- B. Backfill material shall be compacted to 95% of maximum standard proctor density to 12" above top of pipe. From 12" above top of new pipe to 6" below existing grade shall be minus 3" native material compacted to 95% of maximum proctor density. From 6" below existing grade to existing grade shall be material in like kind to material existing before excavation compacted to 95% of maximum standard proctor density.
- C. All water encountered during the work shall be disposed of by the Contractor in a manner such that it will not damage public or private property or create a public nuisance or health problem. The costs of furnishing pumps, pipes, special bedding, and over excavation as required to provide a stable foundation, and other equipment and materials shall be incidental to the work.
- D. Trench backfill quality control testing frequency shall be one per soil type for Proctor Density testing and one per 1' vertical lift per 200 linear feet of trench.
- E. No separate measurement or payment shall be made for trench excavation, backfilling and compaction. This work shall be included in the unit bid price for storm drain construction.

Bid Item 12 - 24" RGRCP Storm Drain Pipe, Class III

704 Soil Stabilization

The following Section is added. Work under this item shall include the installation of soil stabilization where called for on the approved plans.

- A. Soil stabilization shall be comprised of PineBind or an Approved Equivalent, and the application shall be 0.17 gallons per square yard. Pinebind shall be applied by a pressure type distributor truck. The Pinebind shall be applied at a 6% solids dilution.
- B. Payment for soil stabilization shall be per square yard according to the bid schedule for all work complete and in place. All other costs associated with this item shall be incorporated into the bid price.

Bid Item 13 - PineBind Soil Stabilization

796 Geosynthetics

All geosynthetic fabric shall conform to MAG Specification Section 796. The following shall be added:

- C. The installation of filter fabric shall include at its limits the excavation and backfill of a 2.0' by 2.0' anchor trench.
- D. Geosynthetic filter fabric used shall be Mirafi 180N or an approved equivalent.
- E. Measurement and Payment
Filter fabric shall be paid at the contract unit price by square yard installed and shall include all necessary labor, staking, equipment, materials, excavation, backfill, etc. to complete the work per approved plans.

No additional payment shall be made for the additional excavation and backfill of the anchor trench as it is considered incidental to the bid item Geotextile Filter fabric.

Bid Item 14 - Geotextile Filter Fabric

Contingency:

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

Bid Item 15

(END OF SECTION)

CERTIFICATION OF INTENTIONS CONCERNING SUBCONTRACTING

Project Title: Pinal County Flood Control District – Tangerine Basin Mitigation Project
Project No.: 60684219

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 Invitation to Bidders, Administration Contractor shall perform at least 51 percent of the value of the project as identified in the Bid Schedule BS-1 with its own forces.

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. During the evaluation of this bid, failure to complete this form as required by the instructions above, Bidder shall be deemed non-responsive and the bid shall be rejected.

Description of Work or Product as Identified on B-1	Contractor, Subcontractor, (Sub) supplier or Manufacturer	Percentage of Work to be Performed	Contractor's License No.

CONTRACTOR IMMIGRATION CERTIFICATION

Project Title: Pinal County Flood Control District – Tangerine Basin Mitigation Project

Project No. 60684219

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

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

The Contractor hereby certifies that:

That 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.

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.

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

Title

Business Name

DATED _____, 201__.

(Individual Acknowledgement)

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

Notary Public

My Commission expires: _____

(Partnership/corporate Acknowledgement)

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

Notary Public

My Commission expires: _____

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

Notary Public

My commission expires:_____

(Partnership/corporate Acknowledgment)

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

Notary Public

My commission expires:_____

(END OF SECTION)

AFFIDAVIT OF SUSPENSION AND/OR DEBARMENT

Project Title: Pinal County Flood Control District – Tangerine Basin Mitigation Basin Project

Project No. 60684219

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

_____, being duly sworn, deposes and says:

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

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

DATED _____, 201__.

Name

Title

Business Name

(Individual Acknowledgement)

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

Notary Public

My Commission expires: _____

(Partnership/corporate Acknowledgement)

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

Notary Public

My Commission expires: _____

(END OF SECTION)

CONTRACT AGREEMENT

This Contract is made and entered into this ____ day of _____, **201**, by and between PINAL COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona, hereinafter referred to as "PCFCD" and _____ a(n) _____ partnership/sole proprietorship), hereinafter referred to as "Contractor."

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

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

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

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

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

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

3. Commencement and Completion Dates. All work shall be completed within **120** calendar days from issuance of Notice to Proceed (NTP). Pinal County Flood Control Board of Directors assumes no liability for work performed or costs incurred on the Project prior to the commencement date or subsequent to the contract completion date or the termination of this Contract. Extensions of time allowed for completing the Work on the Project may be granted

under appropriate circumstances.

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

(\$)

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

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

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

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

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

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

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

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

9. Headings. The headings for the paragraphs of this Contract are for convenience and reference

purposes only and in no way define, limit or describe the scope or intent of said paragraphs nor in any way affect this Contract.

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

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

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

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

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

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

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

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

18. Effective Date. This Contract shall become effective and binding upon (a) the submission by Contractor and acceptance by PCFCD of the necessary Contract Bonds; (b) the submission by

Original

Contractor and acceptance by PCFCD of the Certificates of Insurance; submission of the name of Contractor's representative to be contacted in order to report claims for property/vehicle damage and (c) upon the execution of this instrument by both parties hereto.

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

By _____

Title

(partnership/corporate acknowledgment)

STATE OF ARIZONA)
) ss.

COUNTY OF)

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

Notary Public

My Commission Expires _____

(individual acknowledgment)
STATE OF ARIZONA)

) ss.
COUNTY OF)

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

Notary Public

My Commission Expires _____

PINAL COUNTY FLOOD CONTROL DISTRICT

, a political subdivision of the State of Arizona

By: _____
Chairman, Flood Control Board of Directors

Date: _____

ATTEST:

Clerk of the Board

APPROVED AS TO FORM

Deputy County Attorney