NOTE:
Pre-Bid 10/18/16 @ 1:00PM
Quest Due 10/25/16 @ 12:00 PM
Bid Open 11/17/16 @ 1:00PM

PINAL COUNTY

INVITATION FOR BIDS PACKET

PINAL • COUNTY
Wide open opportunity

Project Title: **Florence – Kelvin Highway Box O Wash Erosion Protection**

Project No.: **60640578**

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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Project No.: 60640578

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INVITATION FOR BIDS

Project Title: Florence – Kelvin Highway Box O Wash Erosion Protection

Project No.: 60640578

NOTICE IS HEREBY GIVEN THAT SEALED BIDS shall be received on the above-referenced Project by Pinal County, hereinafter "Pinal," at the office of the Pinal County Development Services Department, County Administration Building "F" South entrance, P. O. Box 1348, 31 North Pinal Street, Florence, Arizona, until 1**:00 P.M.**, according to the Development Services Department's clock, on, **November 17, 2016** for the Scope of Work set forth below. No bids shall be received after this date and time.

SCOPE OF WORK: Consists of constructing gabions for downstream protection.

Unless accepted by the Engineer, work on this project shall be started within 10 calendar days from the notice to proceed date and be completed within 60 working days from notice to proceed date.

1.0 Administration:

1.1 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.

1.2 The Contractor shall contact other agencies affected in the execution of this project and secure all necessary permits or other requirements necessary to complete the project.

1.3 Pinal County shall provide QA inspection and monitor the progress of the work.

1.4 The contractor shall be responsible for Quality Control in accordance with Maricopa Association of Governments (MAG) Standard Specifications.

1.5 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. The remainder of the work may be performed by subcontractors.

A non-mandatory pre-bid conference shall be held **October 18, 2016 at 1:00 P.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 County Engineer at this pre-bid conference. If the County 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 **12:00 P.M.**, according to the Pinal County Purchasing Department's clock, on **October 21, 2016** only to, Gloria Bean, Contracts Supervisor, at the Pinal County Public Works Department, P.O. Box 727, 31 North Pinal St., Building "F" Florence, AZ 85132 - phone: (520) 866-6009, fax: (520) 866-6899. **Failure to use this single point of contact when submitting questions may cause your bid to be rejected.** Any answers or clarifications affecting the cost shall be addressed to all bidders in an addendum. **Under no circumstances shall verbal interpretations or clarifications be given to individual contractors.**

Bids shall be publicly opened and read publicly on **November 17, 2016** at **1:05 P.M.**, according to the Pinal County Development Services clock, at the Office of the Pinal County Public Works Department in County Administration Building "F" South entrance, 31 North Pinal Street, Florence, Arizona.

Bidders may obtain Bidding Documents, at the Pinal County Development Services Counter 31 North Pinal Street, Building "F" South Entrance Florence, Arizona or by email request to Gloria.bean@pinalcountyaz.gov or ann.synodis@pinalcountyaz.gov Monday through Friday between 8:30 AM and 4:30 PM.

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

http://pinalcountyaz.gov/Departments/PublicWorks/Contracts/Pages/BidsSolicitations.aspx

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 Statutes, title 34, as amended, every bid shall be accompanied by a Bid Security payable to Pinal County for ten per cent of the amount of the total Bid Price by certified check or cashier's check drawn on a responsible bank doing business in the state of Arizona or by surety bond acceptable to Pinal County 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 Statutes, title 34, 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 PERFOMANCE 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 Board of Supervisors, the successful bidder shall obtain the required insurance and shall furnish to Pinal the required proof of insurance, including proof that additional insured is PINAL COUNTY, ITS AGENTS, REPRESENTATIVES, DIRECTORS, OFFICIALS, EMPLOYEES AND OFFICERS, and shall furnish to Pinal a Performance Bond and Labor and Material Payment Bond, each in the full contract amount, made payable to PINAL COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, in

the manner and pursuant to the conditions required by Arizona State Statutes, title 34, and acceptable to Pinal County within the time period set forth in the bid form. The bonds shall be issued and executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona and executed by the successful bidder and the surety with a certified and current Power of Attorney of surety's attorney-in-fact attached thereto. The bonds shall not be executed by an individual surety or sureties.

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

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

Please note, all contracts with the Pinal are subject to cancellation for conflict of interest without penalty or further obligation as provided by Arizona Revised Statutes Section 38-511.

DATED 10/7/16

Louis M. Andersen, Director,
Department of Public Works

(END OF SECTION)

INSTRUCTIONS TO BIDDERS

Project Title: Florence – Kelvin Box O Wash Erosion Protection

Project No.: 60640578

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

1. Submission of Bids. Bids shall be received by Pinal County 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 Roadway Improvements: Florence – Kelvin Box O Wash Erosion Protection, Project No. 60640578, Pinal County Arizona with the date and time of closing stated thereon and addressed to the Pinal County Development Services Department, Florence, Arizona.

2. Description of Work. As set forth under Scope of Work ("Work") in the Invitation for Bids.

3. Procurement of Bid Documents.

   3.1 Copies of the Bid Documents may be obtained as set forth in the Invitation for Bids. The purpose of providing copies of Bid Documents is for obtaining bids on the Work and does not confer a license or grant for any other use.

   3.2 Complete sets of Bid Documents shall be used in preparing bids. Neither Pinal County 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 Pinal County. 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 Pinal. Before submitting a Bid, each Bidder shall:

4.1 Consider federal, state and local laws, regulations and ordinances that may affect cost, progress, or performance of the Work.

4.2 Notify Pinal in writing of any conflict, error, inadequacy or discrepancy in the Bid Documents and request resolution or clarification thereof.

4.3 Verify Bidder has received and considered any and all Addenda issued by Pinal County.

4.4 Agree that submission of a Bid shall constitute an incontrovertible representation by Bidder that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work, that Bidder has complied with every obligation imposed on Bidder in these Bid Documents and that without exception the bid is based on performing the Work in accordance with the standards and specifications set forth in the Bid Documents and on such timetable as may be required by the Bid Documents, in exchange for the Bid Price without need or cause for delay or additional compensation arising from any matter that could have or should have been discovered by Bidder in the fulfillment of the obligations imposed herein.

4.5 Check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.

4.6 Examine thoroughly and familiarize itself with the Bid Documents (see definition under General Provisions and Specifications).

4.7 Become familiar with conditions under which the Work is to be performed, including but not limited to access, transportation/delivery routes, and traffic control, if applicable, weather conditions, and any other conditions and all other relevant matters that may affect cost, progress, performance of the Work and the required time for performing the Work.

4.8 At 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. Pinal shall not be responsible for any

mistake or error made by Bidder nor shall any mistake or error constitutes a basis for an allowance from or extra payment by Pinal.

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

5. Preparation and Submittal of Bid

5.1 Each Bidder shall submit the following: Material and Construction Bid Form (B 1-4), Bid Schedule (BS 1), Three references (name, company, address, phone number and email address) from previous contracts performed within the last 5 years, Certificate of Intentions Concerning Subcontracting (SUB 1-2), Affidavit of Suspension and/or Debarment (ASD 1-2), Contractor Immigration Certification (CIC 1-2), and Noncollusion Affidavit (NC 1-2), signed and notarized Contract Agreement Forms (CA 1-4), accompanied by all Addenda issued by Pinal 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 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 original 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 completed in 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 Bid Price/Contract Price. No additional payment shall be paid to Contractor for additional quantities without a 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.

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 Pinal in response to such questions shall be issued by Addenda. Any Addenda shall be made available at the same location where the Invitation for Bids was issued. As a courtesy only, Pinal may mail, fax or deliver copies of such Addenda to parties recorded by Pinal as having requested and received the Invitation for Bids packet. Only factual questions answered by formal written Addenda shall be binding. Any non factual interpretation of the Bid/Contract Documents shall be without legal effect. As stated in paragraph 3.3 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 Pinal as liquidated damages. No bid shall be considered unless it is accompanied by the required Bid Security.

8.2 The Bid Security of the successful bidder shall be retained until such bidder has furnished the bonds required by A.R.S. § 34-222, as amended, insurance certificates, insurance policy endorsements of additional insured and any other documents required in the Bid/Contract Documents. If, within ten (10) calendar days from the issuance of the Notice of Award of the contract the successful Bidder fails to deliver all the required documents and fails to execute the instrument entitled "Contract," the Bid Security of that Bidder shall be retained by Pinal as liquidated damages.

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

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

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

9. Certification of Intentions Concerning Subcontracting.

9.1 Each Bidder shall fill out, sign, date and submit with its bid, the Certification of Intention Concerning Subcontracting form provided in the Invitation for bids packet. Bidder shall list the name and address of each subcontractor, supplier and/or sub-suppliers who shall render work or services or provide material, equipment or tools to the Bidder/Contractor and the portion of work or services to be performed and materials, equipment or tools to be supplied on this Project. Failure to list subcontractors, suppliers, sub-suppliers or manufacturers whose work, services, material, equipment or tools total more than fifteen percent (15%) of the Bid Price shall constitute a non-responsive bid and result in rejection.

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

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

9.4 At the time of bid submittal, bidder shall be appropriately licensed as a contractor in the State of Arizona for performing the Scope of Work and bidder's 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 anytime 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 Director of the Public Works Department may permit a bidder to withdraw a bid without penalty if:

    13.1 A mistake is clearly evident on the face of the bid but the intended correct bid is not similarly evident; or

    13.2 The bidder establishes by clear and convincing evidence that a mistake was made.

    13.3 Mistakes shall not be corrected after award of the contract.

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. The Board of Supervisors 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 Pinal to award the contract to the next lowest responsible, responsive Bidder, subject to the same requirements, but does not obligate Pinal to make such an award. Neither the issuance of the Notice of Award nor any submission by the bidder in response thereto obligates Pinal to enter into a contract for the work.

17. Reservation of Rights by Pinal. As set forth in the Invitation for Bids.

(END OF SECTION)

Bids shall be publicly opened and read publicly on **November 17, 2016** at **1:05 P.M.**, according to the Pinal County Development Services clock, at the Office of the Pinal County Public Works Department in County Administration Building "F" South entrance, 31 North Pinal Street, Florence, Arizona.

Bidders may obtain Bidding Documents, at the Pinal County Development Services Counter 31 North Pinal Street, Building "F" South Entrance Florence, Arizona or by email request to Gloria.bean@pinalcountyaz.gov or ann.synodis@pinalcountyaz.gov Monday through Friday between 8:30 AM and 4:30 PM.

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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 Statutes, title 34, as amended, every bid shall be accompanied by a Bid Security payable to Pinal County for ten per cent of the amount of the total Bid Price by certified check or cashier's check drawn on a responsible bank doing business in the state of Arizona or by surety bond acceptable to Pinal County 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 Statutes, title 34, 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 PERFOMANCE 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 Board of Supervisors, the successful bidder shall obtain the required insurance and shall furnish to Pinal the required proof of insurance, including proof that additional insured is PINAL COUNTY, ITS AGENTS, REPRESENTATIVES, DIRECTORS, OFFICIALS, EMPLOYEES AND OFFICERS, and shall furnish to Pinal a Performance Bond and Labor and Material Payment Bond, each in the full contract amount, made payable to PINAL COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, in

the manner and pursuant to the conditions required by Arizona State Statutes, title 34, and acceptable to Pinal County within the time period set forth in the bid form. The bonds shall be issued and executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona and executed by the successful bidder and the surety with a certified and current Power of Attorney of surety's attorney-in-fact attached thereto. The bonds shall not be executed by an individual surety or sureties.

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

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

Please note, all contracts with the Pinal are subject to cancellation for conflict of interest without penalty or further obligation as provided by Arizona Revised Statutes Section 38-511.

DATED _____

_____

Louis M. Andersen, Director,
Department of Public Works

(END OF SECTION)

MATERIAL AND CONSTRUCTION BID FORM

(RESPONSE TO INVITATION FOR BIDS)

Project Title: **Florence – Kelvin Highway Box O Wash Erosion Protection**

Project No.: **60640578**

To: Pinal County Department of Public Works
31 N. Pinal St., Building "F" South Entrance
P. O. Box 727
Florence, AZ 85132

Bid of _____, hereafter "Bidder."

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

Individual name: _____

Company name: _____

Address: _____

_____

Phone: _____

Fax Phone: _____

Email: _____

BIDDER AFFIRMS that it is:

_____ A corporation incorporated in the State of _____or

_____ A partnership consisting of _____

_____or

_____ A sole proprietorship, doing business as _____

BIDDER AFFIRMS that it holds the following licenses:

Arizona Commercial Contractor's License Classification(s) _____

Arizona Commercial Contractor's License No. _____

Arizona Sales Tax License No. _____

Other: (type of license)_____ _____

Federal Tax ID No. _____

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

BIDDER CERTIFIES that the Invitation for Bids packet for the Project, including, but not limited to, plans, construction specifications, 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 Pinal County 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, to deliver to Pinal County 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, perform and complete the Scope of Work which includes the supply, delivery and application of material/construction performance, as described in the Invitation for Bids in a workmanlike manner and according to the required specifications and within the required time and furnish the necessary labor, tools, equipment, and services for such performance and completion, and to comply with all 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.

Total Bid Price:

_____ Dollars ($),

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)

(Individual Acknowledgement)

STATE OF ARIZONA)
) ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this _____ day of

_____, 201___, by _____.

My Commission expires: _____ _____
Notary Public

(Partnership/corporate Acknowledgement)

STATE OF ARIZONA)
) ss
COUNTY OF _____)

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.

My Commission expires:_____ _____
Notary Public

(END OF SECTION)

PINAL • COUNTY
wide open opportunity

FLORENCE KELVIN HWY
BOX O WASH EROSION PROTECTION

Dibble Engineering

Bid Schedule Page 1

LINE NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization / Demobilization	1	LS	$	$
2	Traffic Control	1	LS	$	$
3	Construction Staking & As-Built Surveying (General Requirement)	1	LS	$	$
4	Gabions	698	CY	$	$
5	Contingency Allowance	1	LS	$15,000	$15,000
		TOTAL BID AMOUNT			**$**

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 for the actual quantities of work actually performed and/or for materials furnished in accordance with the contract at the unit price(s) in the bid. Contactor 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 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: **Florence – Kelvin Highway Box O Wash Erosion Protection**

Project No.: **60640578**

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. 60640578.

   1.03 Bid Form: The approved County form on which the bidder affixes an authorized signature certifying that the bidder has carefully reviewed the Scope of Work and is willing to perform said Scope of Work and furnish all labor, equipment and materials necessary to complete said Work for 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 Board of Supervisors.

   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 Board of Supervisors. Approval by the Board of Supervisors 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 or artificial watercourse.

   1.10 Contract Administrator: Director of the Pinal County Department of Public Works,

who reviews and approves recommendations for all contracts, change orders and pay estimates to the Board of Supervisors.

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 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 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 has accepted and approved the security; and (d) execution of the Contract Agreement by Pinal.

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 Board of Supervisors has awarded the Contract and who has provided the necessary Contract security, met the required insurance requirements and entered into a contract agreement with Pinal.

1.15 County Engineer or Engineer: The Pinal County Engineer, acting by and under the authority of the laws of the State of Arizona, or the County Engineer's designee acting under the County Engineer's supervision, on behalf of the Pinal County Board of Supervisors.

1.16 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 Pinal to perform testing and that has been determined by Pinal 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 Board of Supervisors.

1.27 Performance Bond: A bond in the full amount of the total Bid Price furnished by Contractor and Contractor's surety or sureties to protect Pinal by conditioning release of the bond sum upon Contractor's full and complete performance of the Contract and all supplemental agreements thereto.

1.28 Plans: The project plans, standard drawings, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the Work to be performed. All such documents are to be considered as a part of the plans whether or not they are reproduced in the Invitation for Bid packet.

1.29 Progress Payment: Monthly draw against the contract price based on work completed and determined by the Schedule of Values and approved by the Engineer.

1.30 Project Plans: Specific details and dimensions peculiar to the Work which are Supplemented by the Standard Drawings insofar as they may apply.

1.31 Purchase Order: A document which specifies, identifies and/or describes an item, service or supply delivery and/or transportation purchased by Pinal and includes a written note from Pinal to any contractor or vendor of the start date and the Scope of Work.

1.32 Quality Assurance Inspector/QA Inspectors: The Engineer's authorized representative assigned to make detailed inspections of contract performance.

1.33 Repetition of Expressions: In order to avoid cumbersome and needless repetition, such phrases as "to the Engineer" and "by the Engineer" shall be understood to mean that when an order, instruction, decision, exercise of judgment or other similar action is indicated, such order, instruction, decision, exercise of judgment or other similar

action shall be issued, given, made by or reserved to the County Engineer.

1.34 Responsible Bidder or Offeror: A person who has the capability to perform the contract requirements and the integrity and reliability 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 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.

1.39 Shop Drawings: Drawings approved for repetitive use, showing details to be used where appropriate.

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.

1.45 Working and Supplemental Drawings: Supplemental design sheets, shop drawings or similar data which Contractor is required to submit to Pinal.

2. No Waiver of Legal Rights. Partial or final acceptance of the Work under this Contract shall not preclude or prohibit Pinal from correcting any measurement, estimate or certificate made before or after completion of the Work, nor shall Pinal be precluded or prohibited from recovering from Contractor or its surety, or both, such overpayment as it may sustain, or by failure on the part of Contractor to fulfill its obligations under the Contract. A waiver on the part of Pinal of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

3. Latent Defects, Fraud, Gross Mistakes. Contractor, without prejudice to the terms of the Contract, shall be liable to Pinal for latent defects, fraud or such gross mistakes as may amount to fraud, or as regards to Pinal's rights under any warranty or guarantee.

4. Change Orders. Pinal may, at any time, by written order and without notice to sureties make or direct changes (revisions, additions or deletions) within the general scope of the Contract in the Work to be performed. Written change orders from Contractor shall be submitted with written justification and estimates to Pinal County Department of Public Works. Written change orders require formal approval by the Pinal County Board of Supervisors prior to any change in Work under the Contract.

5. Delays and Extensions. Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any, may be covered by an extension of time for such reasonable period as may be mutually agreed upon between the parties hereto. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date shall not be construed as a waiver by Pinal of any of its rights herein.

6. Disputes. For resolving questions of fact not disposed of by agreements between the parties to this Contract, the final determination shall be made by Pinal.

7. Contract Bonds. Contractor shall execute a Labor and Material Payment Bond, if subcontractors are to provide labor and materials, and shall execute a Performance Bond, each in an amount at least equal to one hundred percent (100%) of the full Contract Price. Such bonds shall be issued by a surety company or surety companies, acceptable to Pinal and duly authorized to do business in the State of Arizona, and shall be payable to Pinal County. The Attorney-in-Fact who executes the bonds on behalf of surety shall affix thereto a certified and current copy of 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, Pinal shall become dissatisfied with any surety or sureties then upon the bonds, or if for any other reason such bonds shall cease to be adequate security for Pinal, Contractor shall, within five (5) calendar days after notice from the Engineer so to do, substitute acceptable bonds in such form and sum and signed by such other sureties as may

be satisfactory to Pinal. The premiums on such bonds shall be paid by Contractor. Pinal may withhold the premiums due on such bonds from compensation due Contractor.

8. Independent Contractor. All Work performed under this Contract is being performed by Contractor as an independent contractor and not as an employee or agent of Pinal. This Contract 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 Pinal and Contractor, Contractor's employees, subcontractors, subcontractors' employees or any person supplied by Contractor in the performance of Contractor's obligations under this Contract and does not entitle said persons to rights or benefits from Pinal normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits. Contractor and subcontractors shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Pinal with respect thereto, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Contractor from its subcontractors on behalf of Pinal.

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

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

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

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

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 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's owned, hired and non-owned vehicles assigned to or used in the performance of Contractor's work.

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

9.5 At the time the successful bidder submits certificate 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 documents.

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

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

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

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

Contractor to Pinal upon demand, or Pinal may offset the cost of the premiums against any monies due to Contractor from Pinal.

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

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

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

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

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

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

Pinal County Department of Finance/Procurement
Attn: Public Works, Contracts Supervisor/Buyer
P. O. Box 1348, Florence, AZ 85132

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

10. Subcontractor's Insurance. In addition to insurance coverage required by Contractor, as set

forth above, Contractor shall require insurance coverage in the same amounts from its subcontractors on behalf of Pinal and subcontractors shall comply with the paragraph entitled "Insurance" above.

11. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees, from any and all liability, demands, proceedings, suits, actions, claims, losses, costs, and damages of every kind and description, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor 's duty to indemnify and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, or employee's liability claims, damages, losses or expenses (including but not limited to attorney's fees, court costs and/or arbitration costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including loss of use resulting 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 subcontractor s, their employees, agents or representatives or anyone directly or indirectly employed by Contractor or its subcontractor s or anyone for whose acts Contractor or its subcontractor s 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 subcontractor s on behalf of Pinal.

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 Pinal's best interest.

    14.2 This is a delegated authority of the contracting officer's representative (COR) and shall be used if the contractor does not correct deficiencies in his organization.

    14.3 Incompetence by the Contractor's Quality Control 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 forty-eight (48) hours.

15. Requiring the Contractor to Assume Personal Supervision. If the Contractor does not provide a superintendent approved by Pinal, Pinal may require the Contractor to assume personal supervision of the work.

16. Non-liability of Public Officials and Pinal Representatives. The Pinal County Board of Supervisors, officials, agents or employees of Pinal 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 Board of Supervisors, officials, agents and employees act solely as agents and representatives of Pinal.

17. Notice of Claim. Contractor shall notify Pinal of any claim filed against Contractor or Contractor's insurance company arising from services performed under the Contract within thirty (30) days of such filing.

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 Pinal from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against Pinal under the provisions of the Contract.

19. Assignment and Subcontracting. Contractor shall not assign or subcontract the whole or any part of the Contract without prior written consent of Pinal. No such authorization shall be construed to relieve Contractor of Contractor's primary responsibility for completion of the contract or the Contract itself. Contractor shall be directly responsible for the quality and performance of any work subcontracted, and if any subcontractor shall fail to perform the work undertaken by the subcontractor in a manner satisfactory to Pinal, Contractor shall immediately cause replacement of or repairs or alterations to the work in a manner satisfactory to Pinal. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and Pinal.

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's request. Contractor shall insert in each of its subcontracts the above requirement and also a clause requiring its subcontractors to include the above requirement in any lower-tier subcontracts or purchase orders.

21. Employment of Personnel of Public Agencies. Contractor shall not engage the services of any person or persons then in the employ of Pinal 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 Pinal, Contractor shall furnish Pinal with a certificate duly acknowledged stating all such sales and use taxes have been paid to the State of Arizona. In the event that services or materials of a subcontractor are used, Contractor agrees to make the same requirements contained above of the subcontractor in favor of Pinal. Any and all refunds claimed and received by Pinal shall be the property of Pinal and shall not affect any bid price or Contract price under this Contract.

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;

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 (10) 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 If contractors license as a contractor in the State of Arizona is suspended, revoked, or cancelled for any reason during the term of the contract.

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

26. Termination, Postponement or Abandonment.

26.1 The right is reserved by Pinal to terminate, indefinitely postpone, or abandon this Work, in whole or in part, when, for any, reason, Pinal determines such action is in the best interests of Pinal. This Contract may be terminated by giving written notice to Contractor at least twenty-four (24) hours prior to the termination, postponement or abandonment, and Pinal shall be liable to Contractor only for work performed up to the effective date of termination, postponement or abandonment. In no event shall payment for such costs exceed the current contract price. Acceptable materials, obtained by Contractor for the work but which have not been incorporated therein, may, at the option of Pinal, be purchased from Contractor at actual cost delivered to a prescribed location or otherwise disposed of as mutually agreed. Contractor agrees to make his cost records available to Pinal to the extent necessary to determine the validity and amount of any claim made against Pinal under this Contract. Termination of a Contract or portion thereof shall not relieve Contractor of 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 Pinal may have more than one roadway 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 Pinal that it is capable of performing all contracts concurrently. Failure to do so may be cause for Pinal 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 and shall not make a contract or commitment, or in any way represent itself as an agent of Pinal.

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 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, Pinal shall be notified in writing no less than seven (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, Contractor shall provide to Pinal a notarized receipt/release for satisfaction of payment and waiver of lien on this Project from each subcontractor, supplier and subsupplier performing services, labor and/or providing materials and/or supplies for this Project and any and all persons holding claims against the Work for this Project. If Contractor is the sole supplier and/or contractor under these Contract Documents, Contractor shall, prior to payment by Pinal, provide a written, notarized statement to Pinal stating Contractor is the sole supplier and/or sole contractor and there are no subsuppliers and/or subcontractors who are entitled to a lien under this Contract.

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: Pinal County Department of Finance/Procurement
Attn: Public Works Contracts Supervisor/Buyer
P. O. Box 1348, Florence, AZ 85132
with copies to Pinal County Manager
P.O. Box 827, Florence, AZ 85132

Contractor: To the address shown on the Bid form

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 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. Therefore, Contractor, acting as a vendor, hereby assigns to Pinal 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.

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.

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 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 County Engineer or his/her 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. Pursuant to the provisions of A.R.S § 41-4401, the Contractor and each of its subcontractors warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and the requirement to use E-Verification set forth in A.R.S.§23-214(A) (hereinafter "Contractor Immigration Certification"). Contractors shall obtain statements from its employees and subcontractors certifying compliance and shall furnish the statements to the Procurement Officer. Pinal may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Certification. The Contractor agrees to assist Pinal in performing any such random verifications. These certifications shall remain in effect through the term of the Contract. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USACIS.GOV.

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

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

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

In accordance with A.R.S.§35-391.06 and A.R.S §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran, Sudan or any country that is in violation of the Export Administration Act (terrorist countries).

Israel Boycott Prohibited. Contractor hereby certifies to Pinal County as follows: that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel pursuant to A.R.S. § 35-393.01(A). Further that a breach of this Certification shall constitute a material breach of this Contract that is subject to penalties up to and including termination of this Contract and that Pinal County retains the legal right to inspect the records of Contractor to ensure compliance with this Certification.

(END OF SECTION)

CONTRACTOR'S PERFORMANCE EVALUATION FORM

Project Name: Florence-Kelvin Box O Wash Erosion
Construction Firm:
Bid Amount:
Notice to Proceed Date:
Contract Completion Date:

Project Number: 60640578
Project Manager/Engineer: A. To
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 Performance	EXCELLENT (90-100)	GOOD (80-89)	SATISFACTORY (60-79)	UNSATISFACTORY (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
:

Revised 5/21/15

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.pinalcountyaz.gov/Departments/Finance/Pages/Documents.aspx

(END OF SECTION)

SPECIAL PROVISIONS AND SPECIFICATIONS

Project Title: **Florence – Kelvin Box O Wash Erosion Protection**

Project No.: **60640578**

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 Roadway definitions:

1.1.1 Highway, Street or Road: A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

1.1.2 Median: The portion of the highway, street or road which separates the traveled roadway from traffic flowing in opposite directions.

1.1.3 Right-of-Way: A general term denoting land, property or interest therein, usually in a strip, acquired for or devoted to transportation purposes.

1.1.4 Roadbed: The graded portion of a highway within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

1.1.5 Roadside: A general term denoting the area adjoining the outer edge of the roadway. Extensive areas between the roadways of a divided highway may also be considered roadside.

1.1.6 Roadside Development: Those items necessary to the complete highway which provide for the preservation of landscape materials and features; the rehabilitation and protection against erosion of all areas disturbed by construction through seeding, sodding, mulching and the placing of other ground covers; such suitable planting and other improvements as may increase the effectiveness and enhance the appearance of the highway.

1.1.7 Roadway: That portion of the right-of-way required for construction, limited by the outside edges of slopes, including ditches, channels and all structures pertaining to the work.

1.1.8 Shoulder: The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use and for lateral support of base and surface courses.

1.1.9 Sidewalk: That portion of the roadway primarily constructed for the use of pedestrians.

1.1.10 Subgrade: The materials beneath the pavement structure. The top prepared surface of the subgrade is called finished subgrade elevation.

1.1.11 Traveled Way: The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

1.1.12 Standard Drawings: Drawings approved for repetitive use, showing details to be used where appropriate.

1.1.13 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 in a workmanlike manner and according to the specifications and requirements set forth in the Contract Documents and to furnish 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 of specifications and plans, 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 Engineer.

4. Discrepancy Procedure. Should anything be omitted from the specifications and plans which is necessary to a clear understanding of the Work, or should it appear that various specifications and/or instructions are in conflict, or in the event of a recognized ambiguity by Contractor or any Subcontractor, it shall be brought to the attention of the contact person named in the Invitation for Bids, if discovered prior to the opening of bids, or to the attention of the Engineer, if discovered after the award of contract, and written instructions secured from the Engineer before proceeding with the Work affected by such omission or discrepancy.

5. Pre-construction Conference. The Engineer and successful bidder shall have a preconstruction 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 Engineer. Work shall be done during daylight hours, Monday through Friday, excluding County Holidays, pursuant to A.R.S. 1-301, unless otherwise approved by Engineer. Daylight hours are defined as ½ hour after sunrise and ½ hour before sunset.

8. Protection of Finished or Partially Finished Work. Contractor shall properly guard and protect all finished or partially finished Work, and shall be responsible for same until the entire Project is completed and accepted by Pinal.

9. Site Investigation. Contractor hereby acknowledges 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 Contractor of the Scope of Work for the Project shall not be grounds for additional compensation under this Contract.

10. Differing Site Conditions.

    10.1 During the performance of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract Documents or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered in performing the Work are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions.

    10.2 Upon written notification, the Engineer shall investigate the conditions and if it is determined that the conditions materially differ and cause an increase or decrease in the Work to be performed, including the quantity and cost of the materials to be furnished and delivered, or in the time required for performing the Work, the Contract may be canceled or an adjustment, excluding anticipated profits, may be made and the Contract modified in writing accordingly with the approval of the Pinal County Board of Supervisors. Pinal 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 Engineer, the Quality Assurance Inspectors and other contractors in every way possible. Contractor shall have at the project site at all times, as Contractor's agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of Work being performed, who shall receive instructions from the Engineer. The superintendent shall have full authority to execute orders or directions of the Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. A superintendent shall be furnished irrespective of the amount of Work subcontracted.

13. Blue Stake Notification. Contractor shall contact the appropriate utility companies for Blue

Staking of underground utility locations at least three working days prior to commencement of construction of the Work.

14. Cooperation with Utility Companies. If necessary Pinal 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 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 Engineer, each Contractor shall furnish the 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 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. Contractor 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 Engineer. The 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 Engineer shall decide all questions which may arise as to the interpretation of the specifications or plans. The Engineer with the consent of the Director of the Pinal County Department of Public Works shall have the authority to suspend the Work, wholly or in part, due to the failure of Contractor to correct conditions unsafe for the workers or the general public; for failure to carry out provisions of the Contract Documents and to carry out orders. The Engineer may suspend the Work for such period as the Engineer may deem necessary due to adverse weather conditions, for conditions considered adverse to the prosecution of the Work or for any other condition or reason deemed to be in

the public interest. The Engineer's decision, in case any questions may arise, shall be a condition precedent to the right of Contractor to receive any money or compensation for the Work under the Contract Documents. The Engineer shall have full power to reject or condemn all or part of the Work performed under the Contract Documents, which 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 Engineer.

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

17. Duties of Quality Assurance (QA) 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 Engineer.

18. Inspection of Materials and Work. Pinal may reject or condemn, in whole or in part, materials not in good condition or not in compliance with the specifications of the Bid/Contract Documents. All materials and each part or detail of the Work shall be subject to inspection by the Engineer and/or QA Inspectors. The 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 engineering inspection of the Work, including materials used. In most cases, inspection shall be completed in eight work hours or less. Contractor shall not be entitled to additional compensation or an extension of Contract time for delay resulting from such inspections. The Engineer 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 Engineer may be ordered removed and replaced at Contractor's expense unless the Engineer failed to inspect after having been given a minimum of 48 hours notice in writing that the Work was to be performed.

When any unit of government, political subdivision, utility or ny 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 Engineer made under the provisions of this subsection, the Engineer shall have authority to cause unacceptable and/or unauthorized Work, including materials, to be remedied or removed and replaced and to deduct the costs from any monies due Contractor.

20. Load Restrictions. Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the project. A special permit shall not relieve Contractor of liability for damage, which may result from hauling of materials or moving of equipment.

    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 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 shall immediately notify Contractor of such noncompliance. If Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, Pinal may immediately proceed to maintain the Work and the entire cost of this maintenance may be deducted from monies due and/or to become due Contractor under this contract and/or any other contract that Contractor is performing for Pinal and/or collect from Contractor and/or from Contractor's surety by any remedy allowed by law.

22. Cleanup. Prior to the final inspection of Work under this Contract, Contractor shall remove all loose debris, unused material and other materials caused as a result of the Contractors operations, 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 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 Engineer's and/or QA Inspector's satisfaction,that inspection shall constitute the final inspection and the Engineer shall notify Contractor in writing of completion of final inspection. If, however, the inspection discloses any Work, including materials, as unac-

ceptable and/or defective, the Engineer shall give Contractor written notice of the unacceptable and/or defective Work, including materials, and Contractor shall immediately remove said Work, including materials, and replace it with acceptable Work, including materials. Upon remediation of the unacceptable and/or defective Work, including materials, as called for by the Engineer's notice, the above procedures shall be repeated until the Engineer gives notice of completion.

24. Care of Desert Vegetation at Structure Sites. All desert vegetation at structure sites, except plants expressly tagged for removal shall be protected by Contractor from injury during construction. Contractor shall be responsible for any damage to non-tagged plants caused by construction operations and shall replace damaged plants to the satisfaction of Pinal.

25. Protection of Adjacent Property. Contractor shall take all necessary precautions to avoid harming and/or damaging any adjacent person, structure, property or vegetation.

26. Safety Measures. Contractor shall take care at all times to protect the Work and his equipment. Contractor shall take all necessary precautions for the safety and protection of all persons, including workmen and the general public, and shall comply with all applicable provisions of federal, state and municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the property where the work is being performed.

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

28. Loss or Damage during Construction. All loss or damage arising out of 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.

29. 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, at Contractor's expense. If within ten (10) days after the mailing of a written notice by Pinal 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 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, 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 shall result in the Contractor

being omitted from bidding on future Pinal Projects. This paragraph shall survive the termination, cancellation, suspension or completion of this contract.

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

31. Israel Boycott Prohibited. Contractor hereby certifies to Pinal County as follows: that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel pursuant to A.R.S. § 35-393.01(A). Further that a breach of this Certification shall constitute a material breach of this Contract that is subject to penalties up to and including termination of this Contract and that Pinal County retains the legal right to inspect the records of Contractor to ensure compliance with this Certification.

(END OF SECTION)

TECHNICAL PROVISIONS AND SPECIFICATIONS

FOR

PINAL COUNTY PROJECT

PINAL COUNTY PROJECT NO. 60640578

FLORENCE-KELVIN HIGHWAY
BOX O WASH EROSION PROTECTION

CONSTRUCT EROSION PROTECTION

Registered Professional Engineer (Civil)
CERTIFICATE NO.
40957
PAUL J.
BALCH
Date Signed 1/19/16
ARIZONA, U.S.A.
Expires 06/30/16

PROPOSED WORK:

The proposed work is located in Pinal County along Florence-Kelvin Highway at Box O Wash. The work consists of constructing gabions for downstream erosion protection.

TECHNICAL PROVISIONS AND SPECIFICATIONS
PINAL COUNTY PUBLIC WORKS

Project Title: **Florence-Kelvin Highway, Erosion Protection**

Project No. **60640578**

Technical Specifications and Plans: Work shall be performed by the Contractor as described herein, per the approved plans, and per the requirements of the following separate documents which are incorporated herein by reference, unless noted otherwise:

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

The Uniform Standard Specifications and Details for Public Works Construction, Maricopa Association of Governments, Latest Edition, hereinafter referred to as "MAG Standard Specifications."

The Arizona Department of Transportation (ADOT) Standard Drawings and Specifications.

County Engineer: Wherever the term "Engineer" is used herein or on the plan sheets it shall be understood to mean "County Engineer" or "County Representative".

Method of Measurement for Payment: Shall be in accordance with the MAG Standard Specifications, except as set forth in the Bid Schedule and in these specifications, and shall be for work satisfactorily completed.

All pay items relating to the work indicated on the project plans and/or specifications are listed in the Bid Schedule. All necessary costs to complete this project shall be included within these pay items. Any work necessary to complete the project as represented in the plans and/or specifications that is not specifically noted as a pay item in the Bid Schedule shall be considered integral to the project and no separate payment shall be made.

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

Schedule: The Contractor shall coordinate all schedules inclusive of, but not limited to, required notifications, meetings, mobilization, delivery of materials, construction work, and final clean up so as to limit the duration of construction to the number of calendar days shown in the contract and/or on the approved construction schedule. Every effort shall be made to complete the work earlier due to the possibility of occasional, sudden and unpredictably bad weather conditions.

Failure by the Contractor to timely and adequately respond to the Engineer's schedule concerns shall constitute a material breach of the Contract, whereupon Pinal County may cancel the Contract and pursue any available legal remedy to recover for damages flowing from that breach.

Materials: Prior to the use or delivery of any materials, furnish signed and notarized Certificates of Compliance to the Engineer to ensure that Pinal County receives materials that are as specified.

Testing: The Contractor shall provide sampling and density testing per MAG Standard Specifications. A testing lab approved by the Engineer shall perform such testing. The Contractor shall provide Quality Control personnel. Pinal County shall provide Quality Assurance Inspectors. All costs associated with this item are incidental to the overall bid.

A. Material sampling and density testing for subgrade materials shall be per MAG Standard Specifications Sections 301,310 and 702. Samples and tests shall be performed on each successive lift of material placed or as directed by the Engineer. Each report shall indicate the location from which the sample was taken, the date, the type and source of material tested, test designation and name of person performing the test. All test records shall be submitted to the Engineer within five (5) field days after the test.

B. The frequency of samples taken shall be a minimum of one (1) per day or as determined by the Engineer.

   The locations of density tests shall be not more than 800 linear feet apart, or as determined by the Engineer. Exact locations of tests may be designated by the Engineer. The Engineer may require density testing to be done by the sand cone method. All costs associated with the sand cone method shall be at the Contractor's expense.

Clearing and Grubbing: Clearing and Grubbing shall be per MAG Standard Specification Section 201 within the Right of Way and Temporary Construction Easements. All costs associated with this section are incidental to the work and there is no separate bid item for this work.

Excavation (Cut & Fill): Roadway Excavation shall be per MAG Standard Specification Section 205, Section 211, and per the project plans.

Removal and replacement of unsuitable material shall be determined in the field. Replacement material shall comply with the requirements of MAG Standard Specification Section 211.

When backfilling, sufficient amounts of water shall be added to achieve a consistent moisture content of +/- 2% of optimum to achieve required compaction.

It is the Contractor's responsibility to determine the extent of earthwork to be accomplished. No measurement or payment shall be made for earthwork. It shall be the Contractor's responsibility to dispose of any excess material encountered in an appropriate offsite location approved by the Engineer.

All costs associated with this item including but not limited to shrink / swell, removal, disposal and replacement of unsuitable material are incidental to the bid and there is no separate bid item for this work.

Environmental Mitigation Measures:

- All disturbed soils that will not be landscaped or otherwise permanently stabilized by construction will be seeded using species native to the project vicinity.
- If suspected hazardous materials are encountered during construction, work shall cease at

that location and the Engineer will be contacted to arrange for proper assessment, treatment, or disposal of those materials.

- If previously unidentified cultural resources are encountered during activity related to the construction of the project, stop work immediately at that location and take all reasonable steps to secure the preservation of those resources. The Engineer will immediately make arrangements for the proper treatment of those resources.
- To prevent the introduction of invasive species, wash down all earth-moving and hauling equipment prior to allowing entrance to the construction site.
- To prevent invasive species seeds from leaving the site, inspect all construction equipment and remove all attached plant/vegetation debris prior to allowing equipment to leave the construction site.

Description of Bid Items:

1. **Mobilization/Demobilization:**

Add the following to MAG Section 109:

109.10 – MOBILIZATION/DEMOBILIZATION

The County will compensate the Contractor for one time, round trip mobilization/demobilization of the Contractor's personnel, equipment, supplies and incidentals, establishment of offices, buildings, or other facilities required for the performance of the work on the project, as well as preparatory work and operations prior to the commencement of the work.

Payment for mobilization/demobilization, measured as provided above, will be made at the contract lump sum price (**L.SUM.**). Payment shall be made in equal one-third portions. The first payment will be paid with the Contractor's initial billing. The second payment will be made when the total payments to the Contractor for the bid items, exclusive of payments for mobilization/demobilization, equals one-half or the total bid by the Contractor, exclusive of mobilization/demobilization. The remaining one-third will be paid as part of the final payment due to the Contractor.

When other contract items are adjusted as provided in Section 109, and if the costs applicable to such items of work include mobilization costs, such mobilization costs will be considered as recovered by the Contractor in the lump sum price paid for mobilization, and will be excluded from consideration in determining compensation under Section 109.

If the Contractor performs a second mobilization/demobilization of personnel, material and/or equipment at the Engineer's express written request, the County will compensate the Contractor for such expenses at the Contractor's actual costs. The Contractor shall provide all documentation for these costs at the request of the Engineer.

The Owner has not specified areas that may be available for Contractor staging of materials and equipment. The requested staging site(s) shall be submitted to the County for approval before commencing use of site. The site(s) shall be restored to original condition, at the Contractor's expense, after the need has expired. The site(s) shall be inspected by the Owner and approved before the final payment for mobilization/demobilization.

2. **Traffic Control:** The Contractor shall provide all on-site and off-site traffic control required during the construction project per the MUTCD and MAG Standard Specifications Section 401. The Contractor shall maintain at least one 12' wide lane in each direction open at all times during construction unless a detour route with sufficient advance notification to the affected

traveling public is accepted by the Engineer. Payment for traffic control shall be lump sum (**L.SUM.**) according to the bid schedule for all work complete and in place. The Contractor shall maintain access to all residents at all times in a practicable manner. The Contractor shall exercise measures to mitigate inconveniences to residents such as mail delivery, etc. Residents shall be notified a minimum of 24 hours in advance of any Temporary Road Closure. All other costs associated with this item, including detours, are incidental to the bid.

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 deemed necessary by the Engineer. All traffic shall be channelized around all work locations in a manner approved by the Engineer.

Maintenance of Traffic shall adhere to MAG Standard Specifications Section 104.1.2. The Contractor shall obtain prior approval from the Engineer for any traffic restrictions deemed necessary. The Contractor shall further provide prior notification of such restrictions to public and affected property owners.

The Contractor shall provide with its bid a Traffic Control Plan. The Traffic Control Plan shall include temporary signs and flagman details per MUTCD. It shall also include Detour Plans with a detailed map showing where the Contractor intends to route traffic and how the Contractor intends to sign the detour route. The contractor shall submit his / her own traffic control plan in accordance with the 2009 Manual of Uniform Traffic Control Devices (MUTCD) for acceptance by the Engineer. No work shall be started on the project until the Engineer or designated representative gives written acceptance of the contractor's traffic control plan. Contractor shall be responsible for maintaining all traffic control devices in accordance with the accepted traffic control plan in good order during construction for the duration of the project.

Existing Regulatory Traffic Control Signs shall be maintained at all times during the contract period. Any changes to said regulatory signs shall not be accomplished without prior written approval from the Engineer.

3. **Construction Staking & As-Built Surveying:** All work under this section shall be performed under the direction of an Arizona registered land surveyor (AZ RLS) familiar with construction staking. The Contractor shall be responsible to provide all survey work including, but not limited to, the establishment of horizontal and vertical controls for the roadway, all construction staking, structures, alignment, and elevation.

Offset control hubs with lath indicating horizontal offset to center line and cut or fill to finish grade at center per plan shall be set a sufficient distance from center to establish slope stake control points that will not be disturbed during construction.

Subgrade construction Blue stake hubs shall be set on a cross-section pattern consisting of stakes set at edge of pathway points for horizontal alignment and grade control.

Blue tops shall be set on fifty foot (50') stations, vertical curve low and high point stations or as determined by the Engineer. The Contractor shall give the Engineer at least 72 hours advance notice prior to inspections for sub-grade. The Contractor shall pre-string the sub-grades to achieve ±1/4 inch tolerance between hubs. Longitudinal and cross-slope grades may be checked at the Engineer's discretion.

Any monuments disturbed during construction shall be replaced by the Contractor under the direction of an AZ RLS per MAG Specification 405.

The surveyor responsible for this project shall certify record drawings for this project and submit said record drawings to the Engineer within 15 calendar days from the completion date for this project. Payment for Surveying shall be lump sum (**L.SUM.**) according to the bid schedule for all work complete and in place. All other costs associated with this item are incidental to the bid.

4. **Gabions:** The work under this item shall consist of furnishing all materials, including filter fabric, gabion mattresses, rock, earthwork required to construct the gabions, gabion connections to adjacent structures, filter fabric, and any special grading surrounding the gabions as shown on the project plans. All work shall be in accordance with the project plans and the requirements of the MAG Standard Specifications and these Special Provisions unless noted otherwise.

Materials: At the contractor's option, either woven mesh or welded wire mesh (welded mesh) may be used. For each individual gabion, the same mesh style shall be used for the base, front, ends, back, diaphragms, and lid panels. Each gabion shall be divided into cells of equal length, no greater than 3 feet, by diaphragm panels.

Mesh: Individual wires of either mesh style (woven or welded) shall conform to the definitions and requirements of ASTM A641 for "carbon steel", zinc-coated wire. All zinc coated gabion shall conform to ASTM A975 Style 1 (zinc coated gabions) for woven gabion and ASTM A974 Style 1 for welded gabion and shall meet the following requirements:

Characteristic	Test Designation	Requirement
Minimum tensile strength	ASTM A370	75,000 psi
Zinc Coating	ASTM A641	Class 3
Wire Size (Minimum) Wire Diameter (Minimum) Galvanizing	USA Steel Wire Gage ASTM A641 ASTM A641, Table 3 ASTM A641, Table 1 and ASTM A90	11 0.120 inch 0.116 inch 0.85 oz/sf
Wire Size (Minimum) Wire Diameter (Minimum) Galvanizing	USA Steel Wire Gage ASTM A641 ASTM A641, Table 3 ASTM A641, Table 1 and ASTM A90	9 0.148 inch 0.144 inch 0.90 oz/sf

Twisted-mesh wires shall form a uniform hexagonal pattern and shall be formed with a nonraveling twist. The area of the hexagonal opening shall not exceed 3¼". Twisted-mesh gabion panels shall be manufactured from 11-gage wires with 9-gage selvage wires.

Welded-mesh wires shall form a grid pattern. Welds shall be made by resistance welding. Welds and panels shall also conform to ASTM A185, "Steel Welded Wire Fabric - Plain for Concrete," except weld shears shall be 600 pounds force for 11-gage wires and 800 pounds force for 9-gage wires. Joints: Wires used to form joints shall conform to the definitions and requirements of ASTM A641 for "carbon steel", zinc-coated wire and shall meet the following requirements:

Characteristic	Test Designation	Requirement
Minimum tensile strength	ASTM A370	75,000 psi
Zinc Coating	ASTM A641	Class 3
Tie Wire Wire Size (Minimum) Wire Diameter (Minimum) Galvanizing	 USA Steel Wire Gage ASTM A641 ASTM A641, Table 3	 13.5 0.086 inch 0.083 inch

	ASTM A641, Table 1 and ASTM A90	0.70 oz/sf
Spirals		
Wire Size (Maximum)	USA Steel Wire Gage	9
Wire Diameter (Minimum)	ASTM A641	0.148 inch
Galvanizing	ASTM A641, Table 3	0.144 inch
	ASTM A641, Table 1 and ASTM A90	0.90 oz/sf

Spiral binders shall have a 3-inch separation between continuous, successive loops. Internal connecting wires or preformed stiffeners shall be at least 13.5-gage. Each wire shall also meet the minimum requirements of the wire in this specification. Internal connecting will be provided on all 3-foot thick gabions and shall be provided on a 1-foot grid.

The contractor shall request acceptance of alternative fasteners. Alternative fasteners for woven and welded gabions must be tested in accordance with ASTM A975 Table 2 panel to panel connection. The contractor shall provide copy of the tests made by a recognized laboratory 15 days prior to construction of gabions. The contractor's request shall describe how and where the proposed alternative fasteners will be used.

Random samples of alternative fasteners shall be submitted for testing at least 15 calendar days prior to construction of gabions. The contractor shall submit 12 formed and 12 unformed alternative fasteners. Formation of the 12 formed alternative fasteners shall be done at the job site by the contractor and shall be witnessed by the Engineer.

Gabions which have been constructed with unacceptable alternative fasteners shall be removed or reconstructed at no additional cost to the Department at the discretion of the Engineer.

Certificates of Compliance conforming to the requirements of Subsection 106.05 shall be submitted.

Foundation and Earthwork: The foundation on which the erosion control geosynthetic fabric and gabions are to be placed shall be free of clay or organic material and shall conform to requirements of MAG Standard Specifications Section 220.

Backfilling and compaction required as shown on the project plans shall be 95% density in accordance with MAG Standard Specifications Section 301. This earthwork/grading shall consist of providing excavation, backfilling, and compaction as shown in the project plans.

Areas on which gabion mattresses are to be constructed shall be cleared, grubbed, and excavated or backfilled in accordance with the requirements of the appropriate sections of these Special Provisions and MAG Standard Specification Section 201 to produce a ground surface in reasonable conformance with the lines and grades shown on the project plans or established by the Engineer.

Placement of gabions through water will not be permitted unless otherwise approved by the County Representative.

Filter Fabric: Geosynthetic filter fabric shall conform to the requirements of Type A, Table 796-3 in MAG Standard Specifications Section 796, and these Special Provisions.

Filter fabric shall be placed on all areas to receive gabions, as shown on the project plans, prior to placement of the gabion mattresses. The surface to receive the filter fabric shall be free of obstructions, depressions, and debris. The fabric shall be loosely laid and not placed in a

stretched condition.

The strips of filter fabric shall be placed to provide a minimum 24-inch overlap along each joint. On horizontal joints, the uphill strip shall overlap the downhill strip. On vertical joints the upstream strip shall overlap the downstream strip. The fabric shall be protected at all times during construction from extensive exposure to sunlight.

Placement of the gabion mattresses shall be done in such a manner as not to damage the fabric. If in the opinion of the Engineer, the fabric is damaged or displaced during the placement of the gabion mattress to the extent that it cannot function as intended, the contractor shall remove the rock and replace the filter fabric.

The filter fabric shall be attached to the bottom and side of the gabion mattresses that make up the outside perimeter of a finished bank protection unit. Typically, this attachment will be made horizontally along the top-of-bank and end-of-pron, and vertically along the upstream and downstream limits of each continuous unit of bank protection.

Gabion Mattresses: Gabions are mattress-shaped wire mesh baskets filled on-site with hard, durable rock.

The gabion bed shall be excavated to the width, line and grade as shown on the plans. The gabions shall be founded on this bed and laid to the lines and dimensions required.

Acceptable gabion mattress dimensions of width, height and length are as shown on the project plans. The height, width, or length of individual gabions shall not vary more than 5 percent from the dimensions in these specifications or as shown on the plans, except that the mattress height shall be within 10 percent.

Where the length of the gabion exceeds its horizontal width, the gabion is to be equally divided by diaphragms, of the same mesh and gauge as the body of the gabions, into cells whose length does not exceed the horizontal width. The gabion shall be furnished with the necessary diaphragms secured in proper position on the base section in such a manner that no additional tying at this juncture will be necessary. All perimeter edges of gabions are to be securely selvedged or bound so that the joints formed by tying the selvedges have the minimum connection strength.

For woven mesh wire, gabion mattresses shall consist of a uniform hexagonal wire mesh woven in a double twist pattern with openings of approximately 2½ inches by 3¼ inches, fabricated in such a manner as to be non-raveling, and designed to provide the required flexibility and strength.

Gabions shall be preassembled in the factory with sides, ends, and diaphragms all connected together, on one side minimum where they can be assembled at the construction site into rectangular units of the specified sizes. Lids may be assembled on site. Gabions are to be of single unit construction; the base, ends and sides either to be woven into a single unit or one edge of these members connected to the base section of the unit.

The exposed face or faces shall be hand-placed using selected rocks or prevent bulging of the gabion cell and to improve appearance.

Each cell of the 1 foot-6 inch (18-inch) deep gabion mattress shall be filled in two (2)-9 inch lifts. Two connecting tie wires shall be placed between each lift in each cell. All connecting tie wires

shall be looped around two mesh openings and the ends of the wires shall be securely twisted to prevent loosening. Care shall be taken to protect the vertical panels and diaphragms from being bent during filling operations.

Rock shall be placed in close contact in the unit so that maximum fill is obtained. The units may be filled by machine with sufficient handwork to accomplish requirements of this specification. Units shall be overfilled by 0.5 to 1 inch before closing the lid to compensate for settlement.

The last lift of stone in each cell shall be level with the top of the gabion in order to properly close the lid and provide an even surface for the next course.

All gabion units shall be tied together each to its neighbor along all contacting edges in order to form a continuous connecting structure.

Empty gabions stacked on filled gabions shall be laced to the filled gabion at the front, side and back.

Interlocking rings or overlapping rings may be used for assembly of individual gabions. There shall be a ring in each mesh opening along the joint in lieu of tie wire or spiral binders. The use of alternative joint fasteners shall be approved by the Engineer.

Rock: Well-graded rock shall meet the requirements of MAG Standard Specifications Section703, the project plans and these Special Provisions.

Testing: When requested by the Engineer, gabions manufacturer shall provide a copy of all tests made by an approved laboratory for the following properties:

For woven gabions all tests for zinc coating, mesh tensile strength, panels to panels connection and salt spray test when alternative fastener is used shall be make in accordance with ASTM A975 Standard Specification for Double-Twisted Hexagonal Mesh Gabions and Revert Mattresses.

For welded gabions all tests for zinc coating, welds shear strength and panels to panels connection shall be made in accordance with ASTM A974 Standard Specification for Welded Wire Fabric Gabions and Gabion Mattresses.

All tests shall not be older than 5 years.

Shop and Working Drawings: Prior to fabrication of the mattresses, the contractor shall prepare shop and working drawings in accordance with the requirements of Subsection 105.03 of the ADOT Standard Specifications. The shop drawings shall show complete fabrication and erection details for the frames including detailed dimensions and sizes of component parts.

Method of Measurement and Payment: Gabions shall be measured and paid per cubic yard of gabions (**CU.YD.**) according to the bid schedule for all work complete and in place. This price shall be full compensation for the work, complete in place, including excavation, fill material, backfilling and compaction for gabions, furnishing and installing the gabion mattresses, rock, filter fabric, wire ties, and miscellaneous metal items and associated work described herein and as shown on the project plans.

5. **Contingency Allowance:** A contingency allowance line item is included in the bid schedule to facilitate any unforeseen modification to the design or construction process. This item is ONLY

to be used if written approval is given by the Engineer prior to commencement of extra work. The County 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 (AL) shown in the Fee Schedule.

Miscellaneous:

Utilities: The Contractor is hereby advised that the location of all utilities, as shown on the plans, may not be complete nor exact and the Contractor shall satisfy himself as to the exact location of the utilities by contacting Blue Stake or the utility companies before proceeding with the work. After the underground utilities are located by Blue Stake or the utility company, the contractor shall excavate in a careful and prudent manner to prevent unwillful damage to the underground utilities.

The Contractor shall protect existing utility services and be responsible for their replacement if damaged by him, or to make necessary adjustment in their location, if required, in order to complete the work for this Contract.

The Contractor shall exercise due diligence in locating the horizontal location and depth of all existing utilities on this project. The Contractor shall Blue Stake (1-800-STAKE-IT) at least 96 hours in advance of any excavation activity. The Contractor shall protect or minimize conflict with all existing utilities and shall construct the improvements by maintaining the necessary clearances as required by each utility.

No utility companies are located within the project limits.

All costs associated with this section are incidental to the bid.

Dust Control: Cleanup and dust control shall adhere to MAG Standard Specifications Section 104.1.3. The Contractor shall be required to obtain a permit from Pinal County Air Quality Department. All costs associated with this item shall be incidental to the bid and the Contractor shall be responsible for obtaining such permits. 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/Pages/Home.aspx

Right-of-Way Use Permit: The Contractor shall be required to obtain a right-of-way use permit from the Pinal County Public Works Department. All costs associated with this item shall be incidental to the bid and the Contractor shall be responsible for obtaining such permits. Pinal County Contact:

Right-of Way Use Permit, should state:
Pinal County Public Works
Yvonne Hernandez
31 N. Pinal Street
P.O. Box 727

Florence, AZ. 85132
Tele. (520) 866-6454
http://pinalcountyaz.gov/Departments/PublicWorks/Pages/Home.aspx

Final Cleaning Up: The Contractor shall restore the site to pre-construction conditions. Before final acceptance, all private or public property and grounds occupied by the Contractor in connection with the Work shall be cleaned of all rubbish, excess materials, temporary structures and equipment, and all parts of the work area shall be left in an acceptable condition. All costs associated with this item are incidental to the overall bid.

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

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

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

(END OF SECTION)

CERTIFICATION OF
INTENTIONS CONCERNING SUBCONTRACTING

Project Title: Florence – Kelvin Highway Box O Wash Erosion Protection

Project No. 60640578

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.

By _____

_____
Title

_____
Name of Firm

DATE: _____

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

By _____

_____
Title

_____
Name of Firm

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 materials 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.

Cont'd

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.

AFFIDAVIT OF SUSPENSION AND/OR DEBARMENT

Project Title: Florence – Kelvin Highway Box O Wash Erosion Protection

Project No. 60640578

_____, 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.

_____
Name

_____
Title

_____
Business Name

DATED _____, 201___.

(Individual Acknowledgement)

STATE OF ARIZONA)
) ss
COUNTY OF _____)

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

My Commission expires: _____

_____
Notary Public

(Partnership/corporate Acknowledgement)

STATE OF ARIZONA)
) ss
COUNTY OF _____)

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.

My Commission expires:_____ _____
Notary Public

(END OF SECTION)

CONTRACTOR IMMIGRATION CERTIFICATION

Project Title: Florence – Kelvin Highway Box O Wash Erosion Protection

Project No.: 60640578

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

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

The Contractor hereby certifies that:

The Contractor and any subcontractors warrant their compliance with 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)

STATE OF ARIZONA)
) ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this _____ day

of _____, 201___, by _____.

My Commission expires: _____

_____
Notary Public

(Partnership/corporate Acknowledgement)

STATE OF ARIZONA)
) ss
COUNTY OF _____)

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.

My Commission expires:_____ _____
Notary Public

(END OF SECTION)

NONCOLLUSION AFFIDAVIT

Project Title: **Florence – Kelvin Highway Box O Wash Erosion Protection**

Project No.: **60640578**

_____, being duly sworn, deposes and says:

1. Affiant is _____ of _____.

2. Affiant has not directly, or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this project.

3. The prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

4. The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder or to any competitor.

5. No attempt has been made or shall be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

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

_____
Name

_____
Title

_____
Business Name

(Individual Acknowledgement)

STATE OF ARIZONA)
) ss
COUNTY OF _____)

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

My Commission expires: _____

_____
Notary Public

(Partnership/corporate Acknowledgement)

STATE OF ARIZONA)
) ss
COUNTY OF _____)

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.

My Commission expires:_____ _____
Notary Public

(END OF SECTION)

CONTRACT AGREEMENT

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

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

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

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

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

   a. Invitation for Bids
   b. Instructions to Bidders
   c. Bid, including Bid Schedule(s)
   d. General Provisions
   e. Contractors Performance Evaluation Form and Definitions
   f. Special Provisions and Specifications
   g. Technical Provisions and Specifications, including Schedule
   h. Certification of Intentions Concerning Subcontracting
   i. Affidavit of Suspension and/or Debarment
   j. Contractor Immigration Certifications
   k. Noncollusion Affidavit
   l. Contract Agreement
   m. Plans
   o. 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. The project shall be completed within **Sixty** working days unless further extended or renewed by mutual consent by Pinal and the Contractor. Pinal assumes no liability for work performed or costs incurred on the Project prior to the commencement date or subsequent to the contract completion date or the termination of this Contract. Extensions of time allowed for completing the Work on the Project may be granted under appropriate circumstances.

4. Compensation/Contract Price. Pinal agrees to pay Contractor for work actually performed by contractor based on the 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. Pinal may pay Contractor in installments based upon periodic invoices and progress reports and a final invoice and report upon completion of Work submitted by Contractor. The invoices and progress reports shall show percentage of Work completed under this Contract. It is understood and agreed, however, that payment to Contractor of installment payments shall not be construed as a waiver by Pinal of any of its rights herein or of any claim Pinal may have against Contractor under this Contract. Periodic invoices and progress reports submitted by Contractor require verification by Pinal and approval or rejection by Pinal within thirty (30) days of receipt of invoice. Installment payments shall be made no later than fifteen (15) days after Pinal's approval.

6. Retention. Pinal shall retain ten percent (10%) of the compensation billed periodically by Contractor as shown on each periodic invoice and progress report. After the contract is fifty percent complete no more than five percent (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 and accepted by Pinal, with such approval and acceptance by Pinal not being unreasonably withheld;

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

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

9. Headings. The headings for the paragraphs of this Contract are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said

paragraphs nor in any way affect this Contract.

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

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

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

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

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

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

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

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

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

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

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, a political subdivision of the State of Arizona

By:_____
Chairman, Board of Supervisors

Date:_____

ATTEST:

_____
Clerk of the Board

APPROVED AS TO FORM

_____
Deputy County Attorney