

**NOTE:**  
**Pre-Bid: 2/18/15**  
**Quest Due: 3/4/15**  
**Bid Open: 3/24/15**

**PINAL COUNTY**  
**INVITATION FOR BIDS PACKET**



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

**VOLUME I**

**PROJECT TITLE: San Manuel Airport Apron Reconstruction & Shade Ports**

**PROJECT NUMBER: #61790015**

**BIDDER'S NAME:** \_\_\_\_\_

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

## INVITATION FOR BIDS

Project Title: **San Manuel Airport Apron Reconstruction & Shade Ports**

Project Number: **#61790015**

Bid Number: **PW14-15-009**

Project Site: **San Manuel Airport located on San Manuel Airport Road, San Manuel, AZ 85631.**

NOTICE IS HEREBY GIVEN THAT SEALED BIDS shall be received on the above-referenced Project by Pinal County, hereinafter "Pinal," at the office of the Pinal County Public Works Department, Pinal County Administration Building "F", P. O. Box 727, 31 North Pinal Street, Florence, Arizona, until **2:00 P.M.**, according to the Pinal County Public Works Department's clock, on, **March 24, 2015** for the Scope of Work set forth below. No bids shall be received after this date and time.

**SCOPE OF WORK:** The Contractor shall furnish all labor, materials, and equipment, transportation, facilities, utilities and expertise for the reconstruction of the asphalt concrete pavement aircraft parking apron and the installation of new aircraft shade ports ("T-shades") at San Manuel Airport. The work is to be accomplished, in a good and workmanlike and substantial manner and to the satisfaction of Pinal County. This work shall be accomplished in accordance with the standards of the Industry in use at the time of the signing of this contract.

All Work shall commence within ten (10) calendar days from the issuance date of the written "Notice to Proceed" and be completed within 70 calendar days from the issuance date of the written "Notice to Proceed."

A non-mandatory pre-bid conference shall be held on **Wednesday, February 18, 2015** at **10:00 A.M.**, Mountain Standard Time located at San Manuel Airport on San Manuel Airport Road, San Manuel, AZ 85631. Any perceived or apparent omission or discrepancy in the Bid Documents may be presented at this pre-bid conference. Pinal may respond in the form of a written Addendum.

Questions shall be submitted in writing by **12:00 Noon**, Mountain Standard Time, according to the Pinal County Public Works Department's clock, on **Wednesday, March 4, 2015** addressed to the Contracts Supervisor, at the Pinal County Finance Department, P.O. Box 1348, 31 North Pinal Street, Bldg. "A", Florence, AZ 85132 - phone: (520) 866-6009, fax: (520) 866-6899, or email [Gloria.bean@pinalcountyaz.gov](mailto:Gloria.bean@pinalcountyaz.gov). **Failure to use this single point of contact when submitting questions may cause your bid to be rejected.** Any answers or clarifications affecting the cost may be addressed to all bidders in an addendum. **Under no circumstances shall verbal interpretations or clarifications be given to individual contractors.**

Bids shall be publicly opened and publicly read on **March 24, 2015** at **2:05 P.M.**, Mountain Standard Time, according to the Pinal County Public Works clock at the Office of the Pinal County Public Works Department in County Administration Building "F" South entrance, 31 North Pinal Street, Florence, Arizona 85132.

Bidders may obtain Bidding Documents at the Department of Public Works Development Services Counter located at 31 N. Pinal Street, Administration Building – F, Florence, Arizona, 85132 from Monday through Friday 8:30 a.m. until 4:30 p.m.

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

**<http://pinalcountyz.gov/PublicWorks/BidsSolicitations/Pages/home.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 AND OTHER REQUIRED DOCUMENTS, THE BID SHALL BE DEEMED TO BE NON-RESPONSIVE AND REJECTED. In accordance with A.R.S. § 34-201, as amended, every bid shall be accompanied by a Bid Security payable to Pinal County for ten percent of the amount of the total Bid Price by certified check or cashier's check drawn on a responsible bank doing business in the United States or by surety bond acceptable to Pinal and issued and executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona in the form required by A.R.S. § 34-201, as amended, and executed by the bidder and the surety with a certified and current Power of Attorney of surety's attorney-in-fact attached thereto. The surety bond shall not be executed by an individual surety or sureties. No bid shall be considered unless it is accompanied by the required Bid Security. Return of the Bid Security shall be in the manner and according to the conditions set forth in the Instructions to Bidders.

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

Before any contract is executed by Pinal, the successful bidder shall obtain the required insurance and shall furnish to Pinal the required proof of insurance, including proof that additional insured is PINAL COUNTY, ITS AGENTS, REPRESENTATIVES, DIRECTORS, OFFICIALS, EMPLOYEES AND OFFICERS, and shall furnish to Pinal a Performance Bond and Labor and Material Payment Bond, each in the full contract amount, made payable to PINAL COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, in the manner and pursuant to the conditions required by A.R.S. § 34-222 and acceptable to Pinal

within the time period set forth in the Bid Form. The bonds shall be issued and executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona and executed by the successful bidder and the surety with a certified and current Power of Attorney of surety's attorney-in-fact attached thereto. The bonds shall not be executed by an individual surety or sureties.

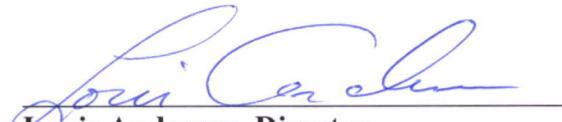
Every Bid shall constitute an offer to perform according to the terms, conditions, provisions and specifications of the Bid/Contract Documents and shall remain irrevocable and subject to acceptance for sixty (60) days after the date for the opening of the bids.

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

The DBE goal for this project is 3.66% of the total amount bid. Based on the 9th Circuit Court Decision in Western States Paving Company vs. Washington State Department of Transportation, Pinal County has determined that it is appropriate to use a race/gender neutral goal. Pinal County encourages all bidders to take active race/gender neutral steps to include DBE's in this and other airport contracts. Race/gender neutral steps include: unbundling large contracts, subcontract work the prime contractor may self-perform, provide bonding or financing assistance, provide technical assistance, etc. This contract can be awarded without the lowest responsive bidder meeting the goal or demonstrating good faith effort to meet the goal. In the event of a conflict, the information contained in this paragraph takes precedence over other information presented in these specifications.

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

DATED: 2/4/15

  
Louis Andersen, Director  
Department of Public Works

INV-3

(END OF SECTION)

## INSTRUCTIONS TO BIDDERS:

### San Manuel Airport Apron Reconstruction & Shade Ports Project #61790015

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

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

**Sealed Bids for San Manuel Airport Apron Reconstruction & Shade Ports, Project #61790015, Pinal County Arizona with the date and time of closing stated thereon and addressed to the Pinal County Development Services Department, Pinal County, Arizona.**

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

- 4.1 Consider federal, state and local laws, regulations and ordinances that may affect cost, progress, or performance of the Work.
- 4.2 Notify Pinal in writing of any conflict, error, inadequacy or discrepancy in the Bid Documents and request resolution or clarification thereof. No assumptions shall be made on the part of the bidder regarding conflicting or inadequate information in the Bid Documents regardless of past precedent or the bidder's experience with similar work.
- 4.3 Verify Bidder has received and considered any and all Addenda issued by Pinal County.
- 4.4 Agree that submission of a Bid shall constitute an incontrovertible representation by Bidder that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work, that Bidder has complied with every obligation imposed on Bidder in these Bid Documents and that without exception the bid is based on performing the Work in accordance with the standards and specifications set forth in the Bid Documents and on such timetable as may be required by the Bid Documents, in exchange for the Bid Price without need or cause for delay or additional compensation arising from any matter that could have or should have been discovered by Bidder in the fulfillment of the obligations imposed herein.
- 4.5 Check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- 4.6 Examine thoroughly and familiarize itself with the Bid Documents (see definition under General Provisions and Specifications).
- 4.7 Become familiar with conditions under which the Work is to be performed, including but not limited to access, transportation/delivery routes, and traffic control, if applicable, weather conditions, and any other conditions and all other relevant matters that may affect cost, progress, performance of the Work and the required time for performing the Work.
- 4.8 At its own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions that may affect cost, progress, performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.9 Visit the site to become familiar with conditions under which the Work is to be performed concerning the site work, structure of the ground, obstructions which may be encountered, transportation access, drainage conditions, adjacent buildings, any other visible condition and all other relevant matters that may affect cost, progress, performance or furnishing of the Work.

4.10 Study and carefully correlate Bidder's observations with the Bid Documents. Pinal shall not be responsible for any mistake or error made by Bidder nor shall any mistake or error constitute a basis for an allowance from or extra payment by Pinal.

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

5. Preparation and Submittal of Bid.

**5.1 Each Bidder shall submit the entire properly completed Invitation for Bids Packet; accompanied by all Addenda issued by Pinal prior to receipt of bids; bid security; and copies of bidder's contractor licenses and subcontractors' contractor licenses, where applicable. All Addenda issued by Pinal prior to receipt of bids must be noted on the bid form by the Bidder.**

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

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

5.4 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 notarized.

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

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

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

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

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

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

5.14 Arizona sales tax license number if any.

## 6. Calculation of Bid Price.

6.1 The bid shall be based upon the Scope of Work to be performed in strict conformity with the specifications and plans for said Scope of Work.

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

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

### 7.1 Pre-Approved Equal

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

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

## 7.2 “Or-Equals”

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

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

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

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

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

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

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

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

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

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

## 8. Bid Security

- 8.1 Each Bid shall be accompanied by Bid Security as set forth in the Invitation for Bids. Bid Security is submitted as a guarantee that the bidder, if awarded the Contract, shall enter into a Contract to perform the Work in accordance with the plans and specifications and shall promptly provide contract security in the manner and form required in the Bid Documents. Failure to strictly comply with these provisions shall result in the bid security being retained by Pinal as liquidated damages. No bid shall be considered unless it is accompanied by the required Bid Security.
- 8.2 The Bid Security of the successful bidder shall be retained until such bidder has furnished the bonds required by A.R.S. § 34-222, as amended, insurance certificates, insurance policy endorsements of additional insured and any other documents required in the Bid/Contract Documents. If, within fifteen (15) calendar days from the issuance of the Notice of Award of the contract the successful Bidder fails to deliver all the required documents and fails to execute the instrument entitled “Contract,” the Bid Security of that Bidder shall be retained by Pinal as liquidated damages.
- 8.3 The Bid Security of unsuccessful Bidders whom Pinal believes to have a reasonable chance of receiving the award if the successful Bidder fails to provide the necessary documentation to Pinal and enter into a contract with Pinal, may be retained by Pinal until the earlier of the day after the signing of the Contract instrument by the Pinal County Board of Supervisors or the sixty-first day after the bid opening, whereupon the Bid Security shall be returned to such Bidders.

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

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

9. Certification of Intentions Concerning Subcontracting.

9.1 Each Bidder shall fill out, sign, date and submit with its bid, the Certification of Intention Concerning Subcontracting form provided in the Invitation for bids packet. Bidder must list the name and address of each subcontractor, supplier, subsupplier and manufacturer who shall render work or services or provide material, equipment or tools to the Bidder/Contractor and the portion of work or services to be performed and materials, equipment or tools to be supplied on this Project. Failure to list subcontractors, suppliers, subsuppliers or manufacturers whose work, services, material, equipment or tools shall constitute a non-responsive bid and result in rejection or grounds for termination of and subsequent contract with Pinal.

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

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

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

10. Noncollusion Affidavit. Each Bidder shall complete the Noncollusion Affidavit form provided in the Invitation for Bids packet. In front of a notary public, said form shall be executed by or on behalf of the person, firm association or corporation submitting the bid, certifying under penalty of perjury, that such person, firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken action in restraint of free competitive bidding in connection with the submitted bid. Failure on the part of any Bidder to observe these provisions shall result in disqualification.

11. DBE Participation. Each Bidder shall complete the Assurance of Disadvantaged Business Enterprise Participation provided in the Invitation for Bids packet. Each Disadvantaged Business Enterprise (DBE) firm being proposed to perform work on this project shall complete the Letter of Intent to Perform as a DBE Subcontractor/Supplier. Failure to submit these forms or submission of incomplete forms shall constitute a non-responsive bid.

12. Pre-Opening Modification or Withdrawal of Bids. A bidder may modify or withdraw its bid at any time prior to the closing date and time set for the receipt of bids. A bid may be withdrawn by presenting a written withdrawal clearly identifying the Bidder and the Project Number at the location designated for receipt of bids in the Invitation to Bid. No telephone, telegraphic or facsimile transmission of modification or withdrawal shall be accepted.

13. 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.
14. Mistakes in Bids After Bid Opening. After bid opening, the Director of the Purchasing Department may permit a bidder to withdraw a bid without penalty if:
  - 14.1 A mistake is clearly evident on the face of the bid but the intended correct bid is not similarly evident; or
  - 14.2 The bidder establishes by clear and convincing evidence that a mistake was made.
  - 14.3 Mistakes shall not be corrected after the closing date and time set for receipt of bids
15. Opening of Bids.
  - 15.1 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.
  - 15.2 Periods of time, stated as number of days, shall be calendar days, unless specifically stated otherwise.
16. Bids to Remain Subject to Acceptance. All bids shall remain irrevocable and subject to acceptance for sixty (60) days after the date of the bid opening.
17. Award of Contract. The Contract shall be awarded and Notice of Award issued to the lowest responsible, responsive Bidder complying with these instructions as of the date and time set for opening of the bids, provided the bid is reasonable and acceptance is in the best interest of Pinal. The responsibility of Bidders and of their proposed subcontractors shall be considered in making the award. The award shall not be finalized into a contract until the successful Bidder has furnished the necessary surety bonds and insurance documents as required in the Bid/Contract Documents in the manner and form required in said documents. Failure to provide the necessary surety bonds and insurance documents in the required manner and form, permits Pinal to award the contract to the next lowest responsible, responsive Bidder, subject to the same requirements, but does not obligate Pinal to make such an award. Neither the issuance of the Notice of Award nor any submission by the bidder in response thereto obligates Pinal to enter into a contract for the work.
18. Reservation of Rights by Pinal. As set forth in the Invitation for Bids.

INS-8

(END OF SECTION)

**Bid Proposal:**

**San Manuel Airport Apron Reconstruction & Shade Ports  
Project # 61790015**

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

Bid of \_\_\_\_\_, hereafter "Bidder."

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

Individual name: \_\_\_\_\_  
Company name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

BIDDER AFFIRMS that it is:

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

BIDDER AFFIRMS that it holds the following licenses:

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

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

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

**BIDDER CERTIFIES that they have visited and made a detailed investigation of the Project Site(s) and surrounding area.**

BIDDER CERTIFIES that it is familiar with conditions under which the Work is to be performed, including delivery routes, and any other conditions and all other relevant matters that may affect cost, progress and performance of the Work, and the required time for performing the Work; is fully familiar with the plans and specifications for the Project and has a clear and

thorough understanding of the amount and nature of the Work and is basing this bid on its own observations.

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

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

BIDDER UNDERSTANDS that 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 by entering into a contract with Pinal County it also agrees to enter into a contract with any municipality within Pinal County at the same bid prices and the same specifications as the contract with Pinal County. Bidder agrees to be bound by this provision during the time period the contract is in effect.

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, and insurance certificates, all as required by the Bid/Contract Documents and to execute a contract for the Work; and

3. Upon acceptance of this offer by Pinal County, perform and complete the Scope of Work which includes the supply, delivery and application of material/construction performance, as described in the Invitation for Bids in a workmanlike manner and according to the required specifications and within the required time and furnish the necessary labor, tools, equipment, and services for such performance and completion, and to comply with all the terms, conditions and provisions of the Bid/Contract Documents.

**Base Bid (Schedule I) Price of:**

\_\_\_\_\_ Dollars  
( \$ \_\_\_\_\_ ) *Written Words*

**Additive Alternate No. 1 Bid (Schedule II) Price of:**

\_\_\_\_\_ Dollars  
( \$ \_\_\_\_\_ ) *Written Words*

**Additive Alternate No. 2 Bid (Schedule III) Price of:**

\_\_\_\_\_ Dollars  
( \$ \_\_\_\_\_ ) *Written Words*

Submitted by: \_\_\_\_\_  
Contractor (Name typed or printed)

Executed by: \_\_\_\_\_  
Signature of Officer, Partner or Proprietor

\_\_\_\_\_  
Title (typed or printed)

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

**Corporate/Partnership Acknowledgment**

STATE OF ARIZONA                    )  
  ) ss  
COUNTY OF \_\_\_\_\_            )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, a Notary public, personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, and being authorized so to do executed the foregoing instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**Individual Acknowledgment**

STATE OF ARIZONA                    )  
  ) ss  
COUNTY OF \_\_\_\_\_            )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, a Notary public, personally appeared \_\_\_\_\_, and executed the foregoing instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## **GENERAL PROVISIONS:**

### **San Manuel Airport Apron Reconstruction & Shade Ports Project #61790015**

1. Definitions. For this Contract certain words, phrases and terms shall have special meaning as defined herein. Furthermore, words used in the present tense shall include the future; words used in the singular shall include the plural; words in the plural shall include the singular; and words in the neutral or masculine gender are inclusive and do not in any way connote a specific gender.
  - 1.1 Design Consultant: Dibble Engineering
  - 1.2 Bid Documents: The whole of the Invitation for Bids packet, which consists of all the documents listed in the index of said bid packet and all Addenda thereto.
  - 1.3 Bid Price: Total amount quoted by bidder for performing the Scope of Work described in the Bid Documents.
  - 1.4 Bid Form: The approved County form on which the bidder affixes an authorized signature certifying that the bidder has carefully reviewed the Scope of Work and is willing to perform said Scope of Work and furnish all labor, equipment and materials necessary to complete said Work for the Bid Price quoted.
  - 1.5 Bid Security: A cashier's check, certified check, or surety bond written by a surety holding a certificate of authority to transact surety business in Arizona, in the amount of ten percent (10%) of the total bid price to guarantee the bidder shall enter into the Contract if the bid is accepted and which is the agreed amount of liquidated damages in case of failure to enter into the Contract or provide contract security.
  - 1.6 Bidder: An individual, partnership, firm, corporation, or any acceptable combination thereof, or joint venture responding to an Invitation for Bids by submitting a signed Bid.
  - 1.7 Board: Pinal County Board of Supervisors.
  - 1.8 Calendar Days: A period of time meaning consecutive calendar days including Saturdays, Sundays and holidays.
  - 1.9 Change Order: Amendment of the Contract, Contract Documents or both, which is not effective until after approval by the Contractor and the Pinal County Board of Supervisors or the County Manager. Approval by the Board of Supervisors or County Manager shall be in accordance with the provisions of paragraph 4 of the General Provisions of this contract.
  - 1.10 Contract Administrator: The Pinal County Department of Finance/Procurement Department, who reviews and approves recommendations for all contracts, change orders and pay estimates to the Board of Supervisors.

- 1.11 Contract Bonds/Contract Security (Performance Bond and Labor and Material Payment Bond): The approved forms of security, furnished by the successful bidder/contractor and the Contractor's surety or sureties, guaranteeing the full and complete performance of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts including the payment of all taxes pertaining to the Scope of Work.
- 1.12 Contract/Contract Documents: The written instrument between Pinal and the Contractor entitled "Contract Agreement" and the Bid Documents, as defined above, constitute the entire Contract/Contract Documents after (a) award of the Contract; (b) the successful bidder has furnished the required security and insurance and executed the Contract Agreement; (c) Pinal County has accepted and approved the security; and (d) execution of the Contract Agreement by Pinal.
- 1.13 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: Pinal County, a political subdivision of the State of Arizona.
- 1.16 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.
- 1.17 Days: Calendar days (see above).
- 1.18 Department: The Pinal County Department of Finance/Procurement.
- 1.19 Project Manager: The Pinal County Department of Public Works designated Project Manager in official capacity as said Project Manager.
- 1.20 Equipment: All machinery and equipment, together with the necessary supplies for upkeep and maintenance and also tools and apparatus necessary for acceptable completion of the Scope of Work.
- 1.21 Holidays: The legal holidays as defined in the latest revisions at the time of bidding, of the Arizona Revised Statutes, Title 1, Chapter 3, § 1-301.

- 1.22 Laboratory: A testing laboratory that has been approved by the Engineer to perform testing and that has been determined by the Engineer to be free from any conflict of interest.
- 1.23 Labor and Material Payment Bond: A payment bond furnished by Contractor and Contractor's surety or sureties for the full amount of the Bid Price to guarantee 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 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 Notice to Proceed: A written notice from Pinal to Contractor informing Contractor of the start date for the Scope of Work, and in some instances the start dates for phases of the Scope of Work.
- 1.28 Performance Bond: A bond in the full amount of the total Bid Price furnished by Contractor and Contractor's surety or sureties to protect Pinal by conditioning release of the bond sum upon Contractor's full and complete performance of the Contract and all supplemental agreements thereto.
- 1.29 Plans: The project plans, standard drawings, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the Work to be performed. All such are to be considered as a part of the plans whether or not they are reproduced in the Invitation for Bid packet.
- 1.30 Progress Payment: Monthly draw against the contract price based on work completed and determined by the Schedule of Values and approved by the Engineer.
- 1.31 Project Plans: Specific details and dimensions peculiar to the Work which are supplemented by the Standard Drawings insofar as they may apply.
- 1.32 Purchase Order: A document which specifies, identifies and/or describes an item, services or supply, delivery and/or transportation purchased by the County and includes a written note from Pinal to any contractor or vendor of the start date and the Scope of Work.

- 1.33 Quality Assurance Inspector/QA Inspectors: The Engineer's authorized representative assigned to make detailed inspections of contract performance.
- 1.34 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 shall be issued, given, made by or reserved to the County Engineer or the County Engineer's designee.
- 1.35 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.
- 1.36 Schedule of Values: Prices set by the Contractor for specified divisions of the Work. These prices shall be used to arrive at the amounts due under this contract on the progress payments. As such, they should include everything for that particular quantity of work which the Contractor expects to be paid, e.g. labor, material, overhead, profit, equipment costs or rental, transportation, taxes, etc. The Schedule of Values as set forth in Exhibit A attached hereto and incorporated herein shall be to the Engineer by the successful bidder within 15 days of signing of contract.
- 1.37 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.
- 1.38 Shop Drawings: Drawings submitted by the Contractor for use drawing details to be used where appropriate including supplemental design sheets.
- 1.39 Specifications: The compilation of provisions and requirements for the performance of the prescribed Scope of Work, which include general, special and technical specifications.
- 1.40 Subcontractor: An individual, partnership, firm or corporation or any acceptable combination thereof, or joint venture, performing any of the prescribed Scope of Work, directly or indirectly for or on behalf of Contractor whether or not in privity of contract with Contractor.
- 1.41 Superintendent: Contractor's authorized representative in responsible charge of the work.
- 1.42 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.

1.43 Working Day: A calendar day, exclusive of Saturdays, Sundays and County-recognized holidays, on which weather and other conditions not under the control of 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.

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

2. No Waiver of Legal Rights. Partial or final acceptance of the Work under this Contract shall not preclude or prohibit Pinal from correcting any measurement, estimate or certificate made before or after completion of the Work, nor shall Pinal be precluded or prohibited from recovering from Contractor or its surety, or both, such overpayment as it may sustain, or by failure on the part of Contractor to fulfill its obligations under the Contract. A waiver on the part of Pinal of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.
3. Latent Defects, Fraud, Gross Mistakes. Contractor, without prejudice to the terms of the Contract, shall be liable to Pinal for latent defects, fraud or such gross mistakes as may amount to fraud, or as regards to Pinal's rights under any warranty or guarantee.
4. Change Orders. Pinal may, at any time, by written order and without notice to sureties make or direct changes (revisions, additions or deletions) within the general scope of the Contract in the Work to be performed. Written change orders from Contractor must be submitted with written justification and estimates to Pinal County Department of Public Works. Written change orders require formal approval by the Pinal County Board of Supervisors prior to any change in Work under the Contract.
5. Delays and Extensions. Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any, may be covered by an extension of time for such reasonable period as may be mutually agreed upon between the parties hereto. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date shall not be construed as a waiver by Pinal of any of its rights herein.
6. Disputes. For resolving questions of fact not disposed of by agreements between the parties to this Contract, the final determination shall be made by Pinal.
7. Contract Bonds. Contractor shall execute a Labor and Material Payment Bond, if subcontractors are to provide labor and materials, and shall execute a Performance Bond, each in an amount at least equal to 100 percent (100%) of the full Contract Price. Such bonds shall be issued by a surety company or surety companies, acceptable to Pinal and duly authorized to do business in the State of Arizona, and shall be payable to Pinal County. The Attorney-in-Fact who executes the bonds on behalf of surety shall affix thereto a certified and current copy of his Power of Attorney. Only those forms of Performance and Payment Bonds that conform to Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes can be used. Bonds from individual sureties are not acceptable. The bonds shall serve as security

for the faithful performance of the Contract, including maintenance provisions, and for the payment of all persons performing labor and furnishing materials in connection with the Contract. The premiums on the bonds shall be paid by Contractor. If, at any time, Pinal shall become dissatisfied with any surety or sureties then upon the bonds, or if for any other reason such bonds shall cease to be adequate security for Pinal, Contractor shall, within five (5) calendar days after notice from the Engineer so to do, substitute acceptable bonds in such form and sum and signed by such other sureties as may be satisfactory to Pinal. The premiums on such bonds shall be paid by Contractor. Pinal may withhold the premiums due on such bonds from compensation due Contractor.

8. Independent Contractor. All Work performed under this Contract is being performed by Contractor as an independent contractor and not as an employee or agent of Pinal. This Contract is not intended to constitute, create, give to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind or create an employer/employee relationship between Pinal and Contractor, Contractor's employees, subcontractors, subcontractors' employees or any person supplied by Contractor in the performance of Contractor's obligations under this Contract and does not entitle said persons to rights or benefits from Pinal normally associated with an employment relationship, such as, but not limited to, civil service, retirement, personnel rules which accrue to such persons, health insurance, motor vehicle insurance, life insurance, workers' compensation, sick leave or any other fringe benefits. Contractor and subcontractors shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and shall indemnify, hold harmless and defend Pinal with respect thereto, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state laws. Such indemnity shall be required by Contractor from its subcontractors on behalf of Pinal.
9. Insurance. Without limiting any of Contractor's obligations or liabilities, Contractor, at Contractor's own expense, shall purchase and maintain the minimum insurance coverage listed below with responsible insurance carriers duly licensed to do business within the State of Arizona and satisfactory to Pinal and with policies and forms satisfactory to Pinal.
  - 9.1 Workers' Compensation Insurance, or participation in the State of Arizona State Compensation Fund to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of the Work under this Contract; and Employer's Liability insurance of not less than One Hundred Thousand Dollars (\$100,000.00) for each accident, One Hundred Thousand Dollars (\$100,000.00) disease for each employee, and Five Hundred Thousand Dollars (\$500,000.00) disease policy limit.
  - 9.2 Commercial General Liability Insurance with a limit of not less than Two Million Dollars (\$2,000,000.00) for each occurrence with a Two Million Dollars (\$2,000,000.00) Products and Completed Operations Aggregate and with a Two Million

Dollars (\$2,000,000.00) General Aggregate Limit. The policy shall include coverage for bodily injury, death, broad form property damage, personal injury, products/completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract. Further, the policy shall include coverage for the hazards commonly referred to as XCU (explosion, collapse and underground).

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

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185 and shall include coverage for Contractor's operations and products and completed operations.

- 9.3 Commercial/Business Automobile Liability Insurance with a combined single limit for bodily injury and property damages of not less than One Million Dollars (\$1,000,000.00), each occurrence with respect to Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of Contractor's work.
- 9.4 Umbrella/Excess Liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence combined limit Bodily Injury and Property Damage, that follows form" and applies in excess of the Commercial General Liability, Commercial/Business Automobile Liability and Employer's Liability, as required above.
- 9.5 Additional Insured. The insurance coverage, except Workers' Compensation, required by this contract, shall name Pinal County, its agents, representatives, directors, officials, employees and officers as Additional Insureds and shall specify that said insurance shall be primary insurance and that any insurance coverage carried by Pinal, its agents, representatives, directors, officials, employees and officers shall be excess coverage, and not contributory coverage to that provided by the Contractor.
- 9.6 Claims Made. In the event any insurance policy required by the Contract is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractors work or services and be evidenced by annual Certificates of Insurance.

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

Material Breach. Failure on the part of Contractor to produce or maintain required insurance in full force and effect until all Work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted shall constitute a material breach of Contract upon which Pinal may immediately terminate the Contract

or, at its discretion, purchase or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by Pinal shall be repaid by Contractor to Pinal upon demand, or Pinal may offset the cost of the premiums against any monies due to Contractor from Pinal.

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

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

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

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

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

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, defend, save and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees, from any and all liability, demands, proceedings, suits, actions, claims, losses, costs, and damages of every kind and description, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to indemnify, defend, save and hold harmless Pinal, its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, or employee's liability claims, damages, losses or expenses (including but not limited to attorney's fees, court costs and/or arbitration costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by or contributed to, in whole or in part, by any omission, fault, mistake or negligent act, whether active or passive, of Contractor, its employees, agents, representatives, any tier of Contractor's subcontractors, their employees, agents or representatives or anyone directly or indirectly employed by Contractor or its subcontractors or anyone for whose acts Contractor or its subcontractors may be liable. The amount and type of insurance coverage requirements set forth in the Contract Documents or remuneration of any insurance coverage herein provided shall in no way be construed as limiting the scope of the indemnity in this paragraph. Such indemnity shall be required by Contractor from its subcontractors on behalf of Pinal.
12. Survivability. Every provision of paragraph 9, (Insurance), paragraph 10 (Indemnification) and paragraph 11 (Survivability) of these General Provisions shall survive the termination, cancellation, suspension, or completion of this contract.
13. Contractor's Responsibility. To the fullest extent permitted by law, Contractor shall be responsible for its own negligent acts, omissions and mistakes, and that of its employees, agents and subcontractors.
14. Requiring Removal of Unqualified Personnel. If Contractor personnel are deemed to be incompetent, careless, or otherwise objectionable, the contracting officer may require the removal of such personnel from the project.
15. Non-liability of Public Officials and Pinal Representatives. Neither the Pinal County Board of Supervisors, officials, agents or employees of Pinal County shall be charged personally by Contractor with any liability or held liable by Contractor under any term or provision of this Contract, in carrying out any of the provisions of the specifications or in exercising any power or authority granted to them by or within the scope of the Contract, or because of the Contractor's execution or attempted execution or because of any breach. It is understood and agreed that in all such matters the Pinal County Board of Supervisors, officials, agents and employees act solely as agents and representatives of Pinal.

16. Notice of Claim. Contractor shall notify Pinal of any claim filed against Contractor or Contractor's insurance company arising from services performed under the Contract within thirty (30) days of such filing.
17. Final Payment Acceptance. The acceptance by Contractor, its successors or assigns of any payment made as final payment under the Contract or of any final payment due on termination of the Contract, shall constitute a full and complete release of Pinal from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against Pinal under the provisions of the Contract.
18. Assignment and Subcontracting. Contractor shall not assign or subcontract the whole or any part of the Contract without prior written consent of Pinal. No such authorization shall be construed to relieve Contractor of Contractor's primary responsibility for completion of the Contract or the Contract itself. Contractor shall be directly responsible for the quality and performance of any work subcontracted, and if any subcontractor shall fail to perform the work undertaken by him in a manner satisfactory to the Engineer, Contractor shall immediately cause replacement of or repairs or alterations to the work in a manner satisfactory to the Engineer. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and Pinal.
19. Retention of and Access to Records. Contractor and any subcontractor shall keep and maintain all books, papers, records, accounting records, files, accounts, reports, cost proposals with backup data and all other material relating to the Project, and shall make all such materials available at any reasonable time during the term of work on the Project and for five (5) years from the date of final payment to Contractor for auditing, inspection and copying upon Pinal's request. Contractor shall insert in each of its subcontracts the above requirement and also a clause requiring its subcontractors to include the above requirement in any lower-tier subcontracts or purchase orders.
20. Employment of Personnel of Public Agencies. Contractor shall not engage the services of any person or persons then in the employ of Pinal for the Work covered by the terms of the Contract without the written consent of Pinal.
21. General Compliance with Laws. Contractor, its employees, agents, subcontractors, subcontractor's employees and agents, and anyone acting on Contractor's behalf shall comply with all applicable federal, state and local laws, regulations, rules and ordinances, including but not limited to speed limits, weight/load restriction and environmental laws and regulations.
22. Permits, Licenses, Fees. Contractor shall procure all permits and licenses, pay ALL applicable charges, fees, taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.
23. Sales and Use Taxes. In accordance with State of Arizona, Department of Revenue regulations, all sales and use taxes due the State on materials, labor or services and equipment used in this Project, shall be paid by Contractor. Before final payment on the Contract is made by Pinal, Contractor shall furnish Pinal with a certificate duly

acknowledged stating all such sales and use taxes have been paid to the State of Arizona. In the event that services or materials of a subcontractor are used, Contractor agrees to make the same requirements contained above of the subcontractor in favor of Pinal. Any and all refunds claimed and received by Pinal shall be the property of Pinal and shall not affect any bid price or Contract price under this Contract.

24. Termination of Contract for Default. Pinal may terminate the contract if the Contractor:

24.1 Fails to begin the Work under this Contract within the time specified;

24.2 Refuses or fails to perform the Work, or any separable part, with such diligence as shall ensure its completion within the agreed upon time; or if the Contractor fails to complete the Work within such time;

24.3 Fails to supply sufficient skilled workmen or suitable equipment or materials according to required specifications and/or provides defective material;

24.4 Fails to make prompt payments to subcontractors or suppliers at any tier, or for labor, materials or equipment;

24.5 Fails to perform the Work in a satisfactory manner, or neglects or refuses to remove materials or to perform anew such Work as may be rejected as defective, unsuitable and unacceptable;

24.6 Fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction or specified by the Contract Documents;

24.7 Fails to follow any reasonable instruction by Pinal;

24.8 Performs work which deviates from the Contract Documents;

24.9 Discontinues the prosecution of the Work;

24.10 Fails to resume the Work which has been discontinued within a reasonable time after notice to do so;

24.11 Allows any final judgment to stand against him unsatisfied for a period of ten days;

24.12 Commits any act of bankruptcy or insolvency;

24.13 Makes an assignment for the benefit of creditors;

24.14 Otherwise violates in any material way any provision or requirement of the Contract Documents; or

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

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

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

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

28. Changes in Subcontractors or Material Supplier: In the event there is a need to change, add or delete a Subcontractor or Material Supplier, the Engineer shall be notified in writing no less than 7 days prior to the commencement of work by the proposed subcontractor or delivery of supplies by the proposed material supplier.
29. Liens. Prior to payment to Contractor of final retention of compensation and release of and Material Bond (Payment Bond) by Pinal, Contractor shall provide to Pinal a notarized receipt/release for satisfaction of payment and waiver of lien on this Project from each subcontractor, supplier and subsupplier performing services, labor and/or providing materials and/or supplies for this Project and any and all persons holding claims against the Work for this Project. If Contractor is the sole supplier and/or contractor under these Contract Documents, Contractor shall, prior to payment by Pinal, provide a written, notarized statement to Pinal stating Contractor is the sole supplier and/or sole contractor and there are no subsuppliers and/or subcontractors who are entitled to a lien under this Contract.
30. Notices. Any notice or demand under this Contract from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. Mail box, in a postage prepaid envelope addressed to the other party to the address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and changed address.

Pinal: 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

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

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).

32. Energy Conservation. Contractor shall comply with mandatory standards and policies, as applicable, relating to energy efficiency which are contained in the State Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
33. Antitrust Violations. Contractor and Pinal recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by purchaser or ultimate user, in this case, Pinal. Therefore, Contractor, acting as a vendor, hereby assigns to Pinal any and all claims for such overcharges.
34. 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.
35. Antilobbying.
  - 35.1 Contractor shall comply with the provisions of Section 1352 of Title 31, U.S. Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits federal funds from being expended by a recipient or any lower tier sub-recipients of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. All disclosure statements shall be furnished to Pinal.
  - 35.2 Contractor shall require all lower-tier subcontractors who have agreements exceeding \$100,000 to complete the Certification of Federal Contracts (ECS Form 90-1) and, when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3) prior to execution of the Prime contractors Agreement with Pinal. Lower-tier certifications are to be maintained by Contractor.
36. 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.
37. Suspension and/or Debarment. Contractor shall acknowledge, sign and notarize the Affidavit of Suspension and/or debarment as addressed in the ASD section of this Invitation for Bids, affirming no suspension or disbarment has occurred during the preceding three (3) years.
38. Issuing an Unsatisfactory Performance Appraisal. Pinal County may perform periodic performance appraisals throughout the life of the contract. Contractor shall receive written

notice of any deficiencies. If the contractor fails or continues to fail, to correct noted deficiencies in performances, Contractor shall be cited as unsatisfactory at the conclusion of the project.

39. 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](http://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.

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(END OF SECTION)

## **SPECIAL PROVISIONS AND SPECIFICATIONS:**

### **San Manuel Airport Apron Reconstruction & Shade Ports Project #61790015**

1. Scope of Work/Work. As set forth in document entitled "Invitation for Bids".
2. Intent of Specifications and Plans. The specifications and plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of construction documents. Work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the Work shall be completed according to the complete design or designs as decided and determined by the Engineer.
3. Discrepancy Procedure. Should anything be omitted from the specifications and plans which is necessary to a clear understanding of the Work, or should it appear that various specifications and/or instructions are in conflict, or in the event of a recognized ambiguity by Contractor or any Subcontractor, it shall be brought to the attention of the contact person named in the Invitation for Bids, if discovered prior to the opening of bids, or to the attention of the Engineer, if discovered after the award of contract, and written instructions secured from the Engineer before proceeding with the Work affected by such omission or discrepancy.
4. Requests for Information. The Architect/Engineer shall respond to all written Contractor's Requests for Information (RFI) within seven (7) calendar days. All RFI's shall be copied to the Engineer.
5. Pre-construction Conference. The Engineer shall call a pre-construction conference prior to beginning the Work to go over the proposed Work with Contractor. The following is a list of submittals due from the Contractor at or by the pre-construction conference:
  - Airfield Safety and Security Plan;
  - Airfield Safety and Security Barricade and Traffic Control Plan;
  - Contractor's Emergency Contact List (with subcontractors);
  - Contractor's CPM Construction Schedule;
  - Material submittal/shop drawing list and schedule;
  - Schedule of Values;
  - Storm Water Pollution Prevention Plan Notice of Intent and Certification of Compliance Forms;
  - Dust Control Plan;

The Contractor shall submit the following with regards to the Construction Schedule:

- Arrange schedule to indicate required sequencing of work as outlined below and in the Contract Documents, and to indicate time allowances for submittals, inspections, and similar time margins.
- Schedule shall reflect Contractor's modifications and suggested revisions to work sequencing indicated in the Contract Documents. The Engineer and/or Pinal County reserve the right to approve or disapprove such modifications or revisions.
- Review and recognition of this schedule shall not relieve the Contractor of responsibility for scheduling of the work and maintaining progress in accordance with the Contract Documents. Schedule shall be submitted and reviewed for comment by Engineer and Owner for conformance to Critical Milestone Completion Dates and overall project completion time criteria. Lack of this information shall be cause for rejection of schedule. Partial payment requests will not be processed without a revised Critical Path Method (CPM) schedule.
- In addition to the construction related work items, the following shall be included:
  - Critical submittal dates related to each activity or prepare separate coordinated listing of critical submittal dates.
  - Sequences of work within each activity that involves purchase lead-time, mock-ups, testing, or similar phases, as well as installation.
  - The CPM Construction Schedule shall relate to the entire project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the work.
- The following items define the term "activities" as it pertains to the Trades in the Contractor's CPM network.
  - Each activity shall be a unit of work that requires an amount of time for its performance.
  - Each activity shall be a logically separate part of the work, defined by an observable start and an observable finish.
  - To establish the scope of an activity for CPM purposes, Trade Contractor shall form a single activity from the largest grouping of related operations which permit a continuous and measurable flow of work and which can proceed without affecting or being affected by work of another Trade Contractor.
  - The scope of an activity shall be small enough to permit a reasonable appraisal of its status or as directed by the Engineer.

- Activities of other Contractors or other contractors that must be completed prior to the start of the Trade Contractor's work or portion of work shall be included in the Trade Contractor's schedule as milestones and identified with a designation approved by the Construction Manager.
6. Contract Administrator's Responsibilities. Review and make recommendations on Contracts, Change Orders, and pay estimates to the Board of Supervisors.
  7. Work Hours. The work schedule shall be coordinated between Contractor and Engineer. Work shall be done during daylight hours, Monday through Friday, excluding County Holidays, pursuant to A.R.S. 1-301, unless otherwise approved by Engineer. Daylight hours are defined as ½ hour after sunrise and ½ hour before sunset.
  8. Protection of Finished or Partially Finished Work. Contractor shall properly guard and protect all finished or partially finished Work, and shall be responsible for same until the entire Project is completed and accepted by Pinal.
  9. Site Investigation. Contractor hereby acknowledges they have investigated the construction site and is fully cognizant of the features and Scope of Work to be completed under the Contract Documents. Contractor agrees any failure to fully investigate, inspect, take proper measurements or have full knowledge of Scope of Work and the site conditions for the project and to satisfy Contractor of the Scope of Work for the Project shall not be grounds for additional compensation under this Contract.
  10. Differing Site Conditions.
    - 10.1 During the performance of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract documents or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered in performing the Work are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions.
    - 10.2 Upon written notification, the Engineer shall investigate the conditions and if it is determined that the conditions materially differ and cause an increase or decrease in the Work to be performed, including the quantity and cost of the materials to be furnished and delivered, or in the time required for performing the Work, the Contract may be cancelled or an adjustment, excluding anticipated profits, may be made and the Contract modified in writing accordingly with the approval of the Pinal County Board of Supervisors. The Engineer shall notify Contractor of the determination whether to cancel the Contract or whether or not an adjustment of the Contract is warranted.
    - 10.3 No contract adjustment, which results in a benefit to Contractor, shall be allowed unless contractor has provided the required written notice.

11. Dust Control. Contractor shall be responsible for dust control on the Project Site during the term of this Contract.
12. Cooperation by Contractor. Contractor shall be supplied with a minimum of two sets of approved plans and Contract assemblies including special provisions, one set of which Contractor shall keep available at the Project Site at all times. Contractor shall give the Work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer, the Quality Assurance Inspectors and other contractors in every way possible. Contractor shall have at the project site at all times, as Contractor's agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of Work being performed, who shall receive instructions from the Engineer. The superintendent shall have full authority to execute orders or directions of the Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. A superintendent shall be furnished irrespective of the amount of Work subcontracted.
13. Blue Stake Notification. Contractor shall contact the appropriate utility companies for Blue Staking of underground utility locations at least three working days prior to commencement of construction of the Work.
14. Cooperation with Utility Companies. The Contractor shall notify all utility companies, all pipeline owners or other parties affected and endeavor to have all necessary adjustments of the public or private utility fixtures, pipelines and other appurtenances within or adjacent to the limits of construction, made as soon as practicable. Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted shall be moved by the Contractor, unless otherwise provided for in the special provisions or noted on the project plans.
15. Authority of the Engineer. The Engineer shall decide any and all questions that may arise as to the Work, including the quantity, quality and acceptability of materials furnished and rate of delivery. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans. The Engineer with the consent of the Director of the Pinal County Department of Public Works shall have the authority to suspend the Work, wholly or in part, due to the failure of Contractor to correct conditions unsafe for the workers or the general public; for failure to carry out provisions of the Contract Documents and to carry out orders. The Engineer may suspend the Work for such period as the Engineer may deem necessary due to adverse weather conditions, for conditions considered adverse to the prosecution of the Work or for any other condition or reason deemed to be in the public interest. The Engineer's decision, in case any questions may arise, shall be a condition precedent to the right of Contractor to receive any money or compensation for the Work under the Contract Documents. The Engineer shall have full power to reject or condemn all or part of the Work performed under the Contract Documents, which do not conform to the specifications, terms and conditions herein expressed. All Work shall be performed, including the furnishing of materials, strictly to and in conformity with the plans 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 of the Contract Documents.

16. Duties of Quality Assurance Inspector. QA Inspectors shall be authorized to inspect all Work done and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The QA Inspector shall not be authorized to alter or waive the provisions of the Contract. The QA Inspector shall not be authorized to issue instructions contrary to the plans and specifications or to act as foreman for Contractor; however, QA inspector shall have the authority to reject Work or materials until any questions at issue can be referred to and decided by the Engineer.
17. Quality of Construction. All Work shall be done and completed in a thorough workmanlike manner, notwithstanding any omission from these specifications or the drawings. Contractor shall be responsible for Quality Control on the entire job, including but not limited to any tests required to prove the quality of the product.

17.1 Contractor Quality Control. This item shall consist of all work necessary to ensure quality control of the Contractor's work during Construction in accordance with the requirements of Technical Specifications P-100, *Contractor Quality Control Program*.

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

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

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

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

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

17.2.3 When materials are not ready at the time specified by the Contractor for inspection or test, the Engineer may charge to the Contractor the additional of inspection or test.

17.2.4 The Engineer may also charge the Contractor for additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.

17.2.5 The Engineer has the right to either reject or to require correction of non-conforming materials. Materials are nonconforming when they are defective in quality or workmanship or are otherwise not in conformity with requirements. The Engineer may reject non-conforming materials with or without disposition instructions.

17.2.6 The Contractor shall remove materials rejected or required to be corrected. However, the Engineer may require or permit correction in place, promptly notice, by and at expense of the Contractor. If the Contractor fails to promptly remove, replace, or correct rejected materials that are required to be removed or to be replaced or corrected, the Engineer may either (1) by contract or otherwise, remove, replace, or correct the materials and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces

the materials within the delivery schedule, the Engineer may require their delivery and make an equitable price reduction.

- 17.2.7 The Contractor shall furnish advance notification to the Quality Assurance Inspector of the time when Contractor inspections or tests shall be performed accordance with the terms and conditions of the contract; and when shall be ready for Engineer inspection.
- 17.2.8 The Engineer's failure to inspect and accept or reject the materials shall not relieve the Contractor from responsibility, nor impose liability on the County, for non-conforming materials. Inspections and tests by the County do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements.
- 17.3 Inspection of Construction: The Contractor shall maintain an adequate inspection system and perform such inspections as shall ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Architect/Engineer and Engineer. All work shall be conducted under the general direction of the County Engineer and is subject to County inspections and tests at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- 17.3.1 County inspections and tests are for the sole benefit of the County and do not: (1) relieve the Contractor of the responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for damage to or loss of the work and material before acceptance; (3) constitute or imply acceptance; (4) or affect the continuing rights of the County after acceptance of completed work.
- 17.3.2 The presence or absence of a County QA inspector does not relieve the Contractor from any contract requirement, nor is the QA inspector authorized to change any term or condition of the contract specification without the Engineer's written authorization.
- 17.3.3 The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and tests as may be required by the Engineer. The County shall charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Engineer shall perform all inspections and tests in a manner that shall not unnecessarily delay the work due to any additional testing it deems necessary.

- 17.3.4 The Contractor shall, without charge, replace or correct work found by the County not to conform to contract specifications, unless in the public interest the Engineer consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected from the premises.
- 17.3.5 If the Contractor does not promptly replace or correct rejected work, the Engineer may: (1) by contract or otherwise, replace or correct the work and charge the cost to the contractor or (2) terminate for default the Contractor's right to proceed.
- 17.3.6 If, before acceptance of the entire work, the Engineer decides to examine completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, county shall for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
18. Inspection of Materials and Work. The Engineer may reject or condemn, in whole or in part, materials not in good condition or not in compliance with the specifications of the Bid/Contract Documents. All materials and each part or detail of the Work shall be subject to inspection by the Engineer's representatives. The Engineer or the Engineer's representatives shall be allowed access to all parts of the Work, including materials used, and shall be furnished with such information and assistance by Contractor as is required to make a complete and detailed inspection.
- 18.1 Contractor shall schedule its operations to allow a reasonable amount of time for engineering inspection of the Work, including materials used. In most cases, inspection shall be completed in eight work hours or less. Contractor shall not be entitled to additional compensation or an extension of Contract time for delay resulting from such inspections. The Engineer's representative shall perform the inspection as expeditiously as possible in order that the Work might progress in an orderly and continuous manner. Additional inspection costs incurred due to Contractor errors shall be at Contractor's expense.
- 18.2 Any Work done or materials used without inspection by the Engineer may be ordered removed and replaced at Contractor's expense unless the failed to inspect after having been given a minimum of 48 hours' notice in writing that the Work was to be performed. Failure to reject any defective Work, including materials, shall not in any way prevent later rejection when such defect is discovered nor obligate the Engineer to final acceptance.
19. Removal of Unacceptable and Unauthorized Work. All work, including materials used, which does not conform to the requirements of the Contract Documents shall be considered unacceptable. Unacceptable and/or defective Work, including materials used, found to exist

prior to the final acceptance of the Work, shall be removed immediately and replaced by acceptable Work, including materials. Upon failure on the part of Contractor to comply with any order of the Engineer made under the provisions of this subsection, the Engineer shall have authority to cause unacceptable and/or unauthorized Work, including materials, to be remedied or removed and replaced and to deduct the costs from any monies due Contractor.

20. Load Restrictions. Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the project. A special permit shall not relieve Contractor of liability for damage, which may result from hauling of materials or moving of equipment. Contractor shall comply with all weight restrictions on lifting equipment.
21. Maintenance During Construction. Contractor shall maintain the Work during construction and until the Project is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day with adequate equipment and forces to the end that the Work is kept in satisfactory condition at all times. All costs of maintenance work during construction and before the project is accepted shall be considered as included in the Bid/Contract Price. If at any time Contractor fails to comply with the provisions of this subsection, Pinal shall immediately notify Contractor of such noncompliance. If Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, Pinal may immediately proceed to maintain the Work and the entire cost of this maintenance may be deducted from monies due and/or to become due Contractor under this contract and/or any other contract that Contractor is performing for Pinal and/or collect from Contractor and/or from Contractor's surety by any remedy allowed by law.
22. Cleanup. Prior to the final inspection of Work under this Contract, Contractor shall remove all loose debris, unused material and other materials caused as a result of his operations, from the site of the Work.
23. Final Inspection. Upon due notice from Contractor that the entire Work under the Contract Documents are completed, the Engineer's representatives shall make an inspection. If all Work, including materials, provided for and contemplated by the Contract Documents are approved to the Engineer's Representative's satisfaction, that inspection shall constitute the final inspection and the Engineer shall notify Contractor in writing of completion of final inspection. If, however, the inspection discloses any Work, including materials, as unacceptable and/or defective, the Engineer shall give Contractor written notice of the unacceptable and/or defective Work, including materials, and Contractor shall immediately remove said Work, including materials, and replace it with acceptable Work, including materials. Upon remediation of the unacceptable and/or defective Work, including materials, as called for by the Engineer's notice, the above procedures shall be repeated until the Engineer gives notice of completion.
24. Care of Desert Vegetation at Structure Sites. All desert vegetation at structure sites, except plants expressly tagged for removal shall be protected by Contractor from injury during construction. Contractor shall be responsible for any damage to non-tagged plants caused by operations and shall replace damaged plants to the satisfaction of Pinal.

25. Protection of Adjacent Property. Contractor shall take all necessary precautions to avoid harming and/or damaging any adjacent person, structure, property or vegetation.
26. Safety Measures. Contractor shall take care at all times to protect the Work and equipment. Contractor shall take all necessary precautions for the safety and protection of all persons, including workmen and the general public, and shall comply with all applicable provisions of federal, state and municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the property where the work is being performed.
27. Liquidated Damages. Time is the essence of this Contract. In the event Contractor shall fail to perform the Work as described in the Bid/Contract Documents within the time set in the Contract Documents, Contractor shall be liable to Pinal, as liquidated damages and not as a penalty, for:
- One Thousand Five Hundred Dollars (\$1,500.00)** per day for each and every calendar day that the Contractor fails to meet the contract duration; and
- Five Hundred Dollars (\$500.00)** per day for each and every calendar day that the Contractor fails to meet the construction phase durations for Phases A, B, C, and D as indicated in the Project Plans.
- Pinal shall have the right to deduct said liquidated damages from any amount due and/or that may become due Contractor under this contract and/or any other contract that Contractor is performing for Pinal and/or to collect such liquidated damages for Contractor and/or its surety by any remedy allowed by law.
28. Loss or Damage during Construction. All loss or damage arising out of nature of work to be done, or from action of elements, or from unforeseen circumstances in prosecution of same, or from unusual obstructions or difficulties which may be encountered in prosecution of work shall be sustained and borne by Contractor at its own cost and expense.
29. Contractor's Guarantee and Warranty. The Contractor shall guarantee that the work shall remain in good order and repair and guarantee the material furnished under this Contract for a one-year period. Any defect in workmanship or materials arising during that period shall be repaired or removed and replaced, as determined necessary by the Engineer, at Contractor's expense. If within ten (10) days after the mailing of a written notice to Contractor, or his agent, requesting such repair or removal and replacement, Contractor shall neglect to perform the same with due diligence weather permitting, the Engineer shall direct the repair or removal and replacement at Contractor's expense; provided, however, that in the case of emergency where, in the judgment of Pinal, delay would cause serious loss or damage, the repair or removal and replacement may be made without notice being sent to Contractor, and Contractor shall pay the cost thereof. Failure to satisfactorily complete warranty repairs shall be cause for rejection of bid for future contracts.
30. Manufacturers' Guarantees and Warranties. All manufacturers' guarantees and warranties shall be delivered to the Engineer before final payment on the Contract is made.

31. Surveying. The Contractor shall set all construction stakes establishing lines, grades, and elevations to include necessary utilities and appurtenances and shall be responsible for their conformance with plans and specifications. The Engineer will establish or designate a control line or benchmark of known location and elevation for use as a reference. The Contractor shall furnish all materials, personnel and equipment necessary to perform all surveying, staking and verification of the accuracy of all existing control points, which have been provided by the Engineer and/or Pinal County. Included in this work shall be all calculations required for the satisfactory completion of the project in conformance with the plans and specifications. The work shall include establishing and marking "Record Drawings" coordinates and elevations on survey monuments and other designated locations. The work shall be done under the direction of a registered land surveyor employed by the Contractor. All survey crew chiefs shall be one of the following: a registered Civil Engineer, a registered Land Surveyor, an Engineer-in-Training, or a NICET Level III (or a higher NICET level) certified technician.

Materials and equipment shall include, but shall not necessarily be limited to, vehicles for transporting personnel and equipment, properly adjusted and accurate survey equipment, straightedges, stakes, flagging and all other devices necessary for checking, marking, establishing and maintaining lines, grades and layout to perform the work called for in the contract. The Contractor shall furnish a sufficient quantity of competent personnel to perform the survey work and layout.

The Contractor shall not employ nor engage the services of any person or persons in the employ of the Engineer or Pinal County for the performance of any work as described herein.

32. DBE Goal. The Contractor is required to make a good faith effort, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract a minimum of 3.66 percent (3.66%) of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this project qualifies as a DBE, the contract goal shall be deemed to have been met. The Contractor is further directed to the Contract Documents for additional DBE information and requirements.
33. Minor errors or omissions in the Proposal Form, Plans, or Specifications shall not relieve the Contractor from fulfilling the general intent of the Contract or from completing any item or items called for in the Plans, Specifications, or Proposal Form.
34. Underground Utility Allowance. The underground utility allowance item is provided for the purpose of encumbering funds to cover the costs of possible additional work due to unforeseen conditions such as existing underground utilities or obstructions not known at the time of design. The amount of the allowance item is determined by the Engineer and is not subject to individual bid pricing. All bidders shall incorporate the amount pre-entered in the bid proposal and shall reflect the same in the total amount bid for this project. This allowance item provides an estimated funding to cover unforeseen changes that may be encountered and corresponding extra work needed to complete the contract per plan. The Engineer shall approve unforeseen extra work, if any, for example, negotiated price, or time and material.

All conduits shown on plans within airfield pavements shall be considered concrete encased.

Payment will be made under:

Item SP 34-1 Underground Utility Allowance (Base Bid) – per Allowance

Item SP 34-2 Underground Utility Allowance (Add Alt No. 1) – per Allowance

35. Fences. The Contractor shall maintain all existing and temporary fences and gates affected by the work until completion of the work. Fences and gates that interfere with construction operations shall not be relocated or dismantled until written permission is obtained from the Owner, and the period the fence may be left relocated or dismantled as has been agreed upon. On completion of the work, the Contractor shall restore all fences to their original or to a better condition and to their original location or as indicated on the drawings.
36. Parking. The Contractor shall provide and maintain suitable parking areas for the use of all construction workers and others performing work or furnishing services in connection with the project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, Owner's operations, or construction activities. The Contractor's parking area will be located at the staging area upon approval of Airport Operations for security access. Vehicles with access into the Airport property require insurance.
37. Drainage Provisions. The Contractor shall provide for the drainage of storm water and such water as may be applied or discharged on the site in performance of the work. Drainage facilities shall be adequate to prevent damage to the work, the site, and adjacent property. Existing drainage channels and conduits shall be cleaned, enlarged or supplemented as necessary to carry all increased runoff attributable to Contractor's operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect Owner's facilities and the work, and to direct water to drainage channels or conduits.
38. Excess Material. Unsuitable material, broken asphaltic concrete, construction debris, and broken Portland Cement Concrete resulting from the construction shall be removed from the project and disposed of at an offsite location (landfill) by the Contractor at the Contractor's expense.

Stockpiling and placement of excess pavement millings and excess suitable excavated materials shall be approved by the Engineer and be subjected to the following limitations:

- Stockpiling of suitable excavated materials shall not exceed a height of eight (8) feet above the natural ground elevation.
- The slopes on all sides of the stockpiled material shall not exceed a 6 to 1 ratio of length to height.
- Placed outside of primary surfaces, safety areas and the Part 77 surfaces.

39. Construction Debris. The Contractor shall use his own forces and equipment to dispose of site refuse or construction debris at an offsite location (landfill).
40. Clean-Up. The Contractor shall upon completion of the work remove all temporary construction facilities, debris, and unused materials provided for in the work, and restore the site of the work and public right-of-way in a neat and clean condition.
41. Weekly Progress Meetings. The Engineer will conduct weekly Progress Meetings at regularly scheduled times convenient for all parties involved. A two (2) week look-ahead schedule will be developed by the Contractor prior to the start of the meeting and will be discussed by the Contractor during a portion of the agenda. Additionally, discussions will address administrative and technical issues of concern, determining resolutions and development of deadlines for resolution within allowable time frames.

As may be required by the Engineer, in addition to representatives of the San Manuel Airport and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities may be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

During the weekly construction meeting, there will be a review held and corrections made (if any) and approval of the meeting minutes of the previous progress meeting prepared by the Engineer. The meeting minutes may be tape recorded and will document issues of significance including submittals, schedules, quality control, issues encountered, and the assignment of responsibilities for future action. Other items of significance that could affect progress may be discussed, and the meeting will include topics for discussion as appropriate to the current status of the project.

Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

Review the present and future needs of each entity present, including such items as:

- Work Schedule and Hours of Work
- Quality and Work Standards
- Access and Limitation
- Submittal Status
- Requests for Information
- Non-Compliance Notices
- Status on Certified Payroll Reports
- Change Orders and/or Extra Work
- Housekeeping

The Engineer may tape record the meeting and the Engineer will distribute a copy to the Owner and Prime Contractor. The Prime Contractor shall be responsible to distribute the meeting minutes to subcontractors, suppliers, and others affected by decisions or actions resulting from each meeting.

42. Record Drawings. The Contractor shall keep one or more copy of all specifications, plans, addenda, modifications, working drawings and shop drawings at the site, and in good order. One of the plans shall be annotated by the Contractor to show all changes made during the construction process as they occurred. Upon completion of the project and prior to submittal of the final application for payment, the annotated set of plans showing the "as-built" work together with any annotated working and shop drawings of significance shall be delivered to the Engineer for the Owner's record. As a minimum, the Contractor shall provide as-built elevations for each spot grade that is shown on the plans for finished pavement, storm drain inverts and rim elevations. The Contractor shall provide stations and offsets for each handhole, manhole, light base, catch basin or other similar structure on the annotated set of record drawings.
43. Utilities and Existing Facilities. This item shall govern the field location of all existing utilities in areas to be improved, to avoid conflicts with proposed surface or underground improvement. Work under this section shall include, but not be limited to, the location of all at-grade, above-ground and underground facilities. Underground facilities means any item that is buried or placed below ground for use in connection with the storage or conveyance of water, sewage, electronic, telephone or telegraphic communications, electric energy, oil, gas or other substances, and shall include, but not be limited to pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those portions of poles and their attachments below ground, including electrical and communication ducts, airfield lighting and control cables, fiber optic lines, storm drains, electrical and telephone lines. The Contractor shall employ a private utility location service to locate the existing Owner and non-Owner utilities prior to starting the work. The Contractor shall pot hole and use prudent care when excavating and locating said utilities.

The Contractor shall, after October 1, 1988, comply with the State requirements regarding excavation and underground utilities per A.R.S., Chapter 2, Article 6.3. and Sections 40.360.31 and other pertinent Sections of the Blue Stake Law. The Contractor shall be responsible for locating all Owner and non-Owner utilities.

The Contractor's attention is directed to the following Arizona Revised Statutes:

- ARS 40-360.22. Excavations, determining location of underground facilities; providing information. This statute requires that no person shall begin excavation before the location and marking are complete or the excavator is notified that marking is unnecessary and requires that upon notification, the Owner of the facility shall respond as promptly as practical, but in no event later than two (2) working days. This section is not applicable to an excavation made during an emergency that involves danger to life, health or property if reasonable precautions are taken to protect underground facilities.

- ARS 40-360.23. Making excavations in careful, prudent manner; liability for negligence. This statute states that obtaining information as required does not excuse any person making any excavation from doing so in a careful and prudent manner no shall it excuse such persons from liability for any damage or injury resulting from his negligence.
- ARS 40-360.28. Civil penalty; liability. If the Owner or operator fails to locate, or incorrectly locates the underground facility, pursuant to this article, the Owner or operator becomes liable for resulting damages, costs and expenses to the injured party.

Measurement and Payment for location of existing underground utilities is covered within Technical Specification U-200, and the Contractor is directed to that specification for further requirements.

44. Water for Construction Purposes. The Contractor at his expense shall provide all water required for and in connection with the work to be performed. The Contractor shall remove all temporary waterlines installed by him, after completion of the work, if directed to do so by the Engineer.

It is the Contractor's responsibility to identify the water source, its compatibility, storage, and costs for all water requirements for this project. The Contractor must submit a water source and its intended use to the Engineer for approval. No direct payment will be made for construction water. The cost thereof shall be included in other items for which direct payment is made.

45. Electrical Power. All power for lighting, operation of Contractor's plant or equipment, or for any other use as may be required in the execution of the work to be performed under the provision of these Contract Documents shall be provided by the Contractor at his expense. The Contractor shall remove all temporary electrical facilities installed by him, after completion of the work, if ordered to do so by the Engineer.

46. Telephone Service. If required by the Owner, the Contractor shall make all necessary arrangements with the telephone utility for telephones in his offices at the site and separate telephones, fax and a direct service line in the office of the Engineer and shall pay all monthly charges therefore including long distance calls from the office of the Engineer. All contractors and others performing work or furnishing services at the site shall be permitted to use the Contractor's telephone without charge for calls pertaining to the work.

47. Sanitary Facilities. Contractor shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and other performing work or furnishing services on the Project. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 men. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

## 48. Operations, Safety and Security.

### 48.1 Definitions

- 48.1.1 Air Carrier Aircraft - An aircraft with a seating capacity of more than 30 passengers that is being operated by an air carrier.
- 48.1.2 Air Carrier Operation - The takeoff and landing of an air carrier aircraft and includes the period of time from 15 minutes before and until 15 minutes after the takeoff or landing.
- 48.1.3 Air Operations Area (AOA) - Air operations area, paved or unpaved, is any area of the airport used for or intended for landing, takeoff, or surface maneuvering of aircraft including its associated runway, taxiway, or apron.
- 48.1.4 Airport Marking Aids - Marking used on runway and taxiway surfaces to identify a specific runway, a runway threshold, a centerline, a hold line, etc. A runway should be marked in accordance with its present usage such as: visual, non-precision instrument, precision instrument.
- 48.1.5 Construction - The presence and movement of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.
- 48.1.6 Escort - person authorized by Pinal County to accompany contractor personnel within the Airport property. The escort shall accompany or monitor the activities of an individual(s) in a manner sufficient to take responsive action in a sized area approved by the Engineer. A proper escort is defined as maintaining visual monitoring, within reasonable voice range and being able to react to the actions of those under escort.
- 48.1.7 FAA - The Federal Aviation Administration, a branch of the U.S. Department of Transportation that regulates aviation and airport safety and certification.
- 48.1.8 FOD - Foreign Object Debris/Damage, meaning any object that is potentially hazardous to aircraft.
- 48.1.9 General Aviation - That portion of civil aviation which encompasses all facets of aviation except air carriers holding a certificate of public convenience and necessity from a Civil Aeronautics Board and Large aircraft commercial operators.

- 48.1.10 Haul Route - A specified path created for vehicles to maneuver within the Airport to/from a work site. Haul routes are subject to the approval of the Engineer in accordance with the contract documents.
- 48.1.11 Instrument Landing System (ILS) – An electronic visual approach guidance system used by aircraft during landing operations.
- 48.1.12 Movement Area - The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas (reference 14 CFR part 139).
- 48.1.13 Navigational Aid (NAVAID) - An apparatus generally located within the AOA, serving as a guide to aircraft.
- 48.1.14 Obstruction - Any object/obstacle exceeding the obstruction standards specified by 14 CFR part 77, subpart C.
- 48.1.15 Object Free Area (OFA) - An area on the ground centered on the runway, taxiway, or taxilane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes (see AC 150/5300-13, Airport Design, for additional guidance on OFA standards and wingtip clearance criteria).
- 48.1.16 Obstacle Free Zone (OFZ) - The airspace below 150 feet (45m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches (refer to AC 150/5300-13 for guidance on OFZs).
- 48.1.17 Precision Approach Path Indicator (PAPI) - An airport lighting facility providing vertical visual approach slope guidance to aircraft during approach to landing by radiating a directional pattern of high intensity red and white focused light beams which indicate to the pilot that he/she is "on path" if he sees red/white, "above path" if white/white, and "below path" if red/red.
- 48.1.18 Runway - A defined rectangular area on a land airport prepared for the landing and takeoff run of aircraft along its length. Runways are normally numbered in relation to their magnetic direction rounded off to the nearest 10 degrees; e.g., runway 16 and runway 34.

- 48.1.19 Runway End Identifier Lights (REIL) - Two synchronized flashing lights, one on each side of the runway threshold, which provides rapid and positive identification of the approach end of a particular runway.
- 48.1.20 Runway Lights/Runway Edge Lights - Lights having a prescribed angle of emission used to define the lateral limits of a runway. Runway lights are uniformly spaced and the intensity may be controlled or preset.
- 48.1.21 Runway Safety Area (RSA) - A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with AC 150/5300-13.
- 48.1.22 Safety Area - A designated area abutting the edges of a runway or taxiway intended to reduce the risk of damage to an aircraft inadvertently leaving the runway or taxiway.
- 48.1.23 Taxi - The movement of an airplane under its own power on the surface of an airport.
- 48.1.24 Taxiway - A defined surface used by aircraft for transition/movement to an from aircraft parking areas/aprons to runways.
- 48.1.25 Taxiway Lights/Taxiway Edge Lights - Lights having a prescribed angle of emission used to define the lateral limits of a taxiway and are blue in color.
- 48.1.26 Threshold Lights - Fixed green lights arranged symmetrically left and right of the runway centerline, identifying the runway threshold.
- 48.1.27 TSA – The Transportation Security Administration, a branch of the U.S. Department of Homeland Security that oversees aviation security.
- 48.1.28 Visual Flight Rules (VFR) - Rules that govern the procedures for conducting flight under visual conditions. The term "VFR" is also used in the United States to indicate weather conditions that are equal to or greater than minimum VFR requirements.
- 48.1.29 Worksite - Area in which work under contract is being performed, generally starting at the contractor on-site trailer. Airport ID badges must be displayed within the worksite at all times.

## 48.2 Airport Security Requirements.

The Contractor shall be responsible for the protection of the construction site, and all work, materials, equipment, and existing facilities thereon, against vandals and other

unauthorized persons. Security measures shall include such additional security fencing, barricades, lighting, and other measures as the Contractor may deem necessary to protect the site.

The Contractor's responsibilities for work areas are as follows:

48.2.1 The Contractor shall be held responsible for controlling his employees, subcontractors, and their employees with regard to traffic movement.

48.2.2 The Contractor shall rebuild, repair, restore, and make good at his own expense all injuries or damages to any portion of the work occasioned by his use of these facilities before completion and acceptance of his work.

48.2.3 The Contractor shall submit to the Engineer in writing a detailed work plan for each construction phase. The work plan shall include, but not be limited to, temporary electrical facilities, installation sequence of underground electrical and storm sewer systems, paving sequence, and installation sequence of electrical items. This plan shall be submitted 14 calendar days prior to the start of each construction phase. No work within the construction phase may commence until the phase work plan is approved.

48.2.4 The Contractor shall submit to the Engineer in writing a plan, by construction phase, for controlling construction equipment and vehicular movements in the Air Operations Area (AOA). This plan shall be submitted at the Pre-Construction Meeting. No work may commence until this plan is approved. The Plan must include material haul roads.

#### 48.3 Access Control.

Any time access is required to the Airport, the Contractor shall be responsible for assuring that no breeches of airport security occur. The Airport is fenced and must remain fenced at all times. The gates will remain closed and locked or a guard will be provided at the Contractor's expense. The Contractor will furnish the guard with a roster of his personnel and ensure that each individual has adequate identification. The duplicate keys for each lock will be turned over to the airport authorities.

No person shall enter the contractor worksite without authorization. Any person found within the worksite without proper identification as described herein shall be considered unauthorized and shall be removed from the worksite.

48.4 Challenge Procedures. All Contractor personnel are responsible for challenging and reporting anyone in their work areas that are suspicious. Personnel shall contact the Airport Manager or the Pinal County Sheriff's Office.

## 48.5 Airport Safety Requirements.

48.5.1 Operating Construction Vehicles on the Airport. No vehicle shall enter the Contractor worksite unless the following conditions are met:

- The driver is authorized to access the worksite.
- The driver possesses a valid driver's license.
- The vehicle is properly marked with the company name.
- Vehicle is marked with beacon or checkered flag or under escort.

48.5.2 Prohibited Vehicles. The use of motorcycles, bicycles, two-wheeled motor scooters and privately owned vehicles within the worksite is strictly prohibited.

48.5.3 Vehicle Condition. Vehicles must be in good mechanical condition with operational lights, horn, brakes, and clear visibility from the driver's seat. Trailers and semi-trailers must be equipped with proper brakes so that when disengaged from a towing vehicle, neither aircraft engine blast nor wind will cause them to become free rolling.

48.5.4 Compliance. All traffic within the Airport and/or contractor worksite must comply with any lawful order, signal or direction of any County employee. When such traffic is controlled by signs or pavement markings, such symbols shall be obeyed, unless otherwise directed by an officer or agent of the County.

48.5.5 Night or Low Visibility Operations. All vehicle headlights, taillights, and running or clearance lights shall be in operational condition. Headlights shall be used at all times.

48.5.6 Construction Vehicle and Equipment Markings. All construction equipment and vehicles shall have flashing amber lights, mounted at the highest point, during the nighttime and a 3' x 3' orange and white checkered flag or a flashing amber beacon during the daytime. All vehicles and equipment on the construction site shall have company designations visibly displayed. No personal vehicles will be allowed in the work area. All construction vehicles and equipment must have the company name and/or logo and vehicle number at least four (4) inches in height on each side of the vehicle.

48.5.7 Operation of Vehicles. No vehicle shall operate within the Airport:

- In a careless or negligent manner.
- With disregard of the rights and safety of others.
- At a speed or in a way which endangers persons or property.

- While the driver is under the influence of drugs or alcohol.
- If such vehicle is loaded or maintained as to endanger persons or property.

48.5.8 Speed Limits. The speed limit on the haul route is 15 miles per hour.

48.5.9 Vehicle Accidents. Each operator of a motor vehicle involved in an accident on the airport that results in damage to property or personal injury shall first contact 9-1-1 and then report it fully to the Airport Manager as soon as possible after the accident. The report must include the name and address of the person reporting.

48.5.10 Use of Crossing Guards. For construction that requires personnel, vehicles, and equipment to cross active taxiways/runways, a crossing guard shall be provided by the Contractor.

48.5.11 Hearing Protection. Contractor personnel working on or adjacent to the AOA are encouraged to wear hearing protection.

48.5.12 Worker Injuries. In the event of a serious injury requiring medical attention, call 911 and notify the operator you are at the San Manuel Airport. All injuries must also be reported the Airport Manager as soon as possible.

48.5.13 After Hours Contacts. The Contractor shall submit to the Engineer a list of personnel who can be contacted 24 hours a day, seven (7) days a week and can respond in a reasonable time frame regarding any possible emergency on the work site. The list must include names, job title and phone numbers.

48.5.14 Daily Site Inspections. Prior to the Contractor leaving the worksite for the day, an inspection of the site shall be completed. All discrepancies noted in the inspection must be corrected to the satisfaction of the Engineer prior to the Contractor leaving the worksite.

48.5.15 Deliveries. All deliveries for the Contractor shall be received by the Contractor. Deliveries will not be accepted by anyone other than the contractor. Pinal County / San Manuel Airport users will not accept nor be responsible for deliveries.

48.5.16 Taxiway and Runway Closures. Taxiway and runway closures require a minimum of:

- Prior notification and coordination in accordance with the contract documents.

- Closure requests shall factor in time for unanticipated events such as weather and equipment malfunction.
- Movement area closure schedules must be met. The Contractor shall advise the Engineer immediately of any need to extend a closure.
- Barricade lights must be red in color and either steady burn or flashing.
- Strict adherence and coordination with the phasing plans found within the Construction Plans.

48.5.17 Haul Routes. Contractor shall maintain access in the vicinity of the haul routes so that the passing of the general public and airport users/operations staff is not hindered.

48.5.18 Cranes or Mobilized Equipment. All activities involving cranes or mobilized vehicles exceeding 20 feet in height on or near the AOA require 48-hour advance coordination with the Airport Manager. The following information is required:

- Location of equipment
- Maximum extendable height
- Duration of use
- Daily hours of operation
- Whether or not the crane can be lowered when not in use

Equipment must be lowered to its stowed height when not in use or as otherwise directed. The highest point of each piece of equipment shall be marked by a 3' x 3' orange and white checkered flag. At night and during periods of low visibility, the highest point of the crane must be marked by a red obstruction light. Crews must be prepared to remove equipment promptly if so directed.

48.5.19 Runway Safety Areas. Construction within the following areas is prohibited, unless required by the contract documents and is subject to approval of the Engineer.

- Within 75 feet parallel to an active Runway centerline
- Within 39.5 feet parallel to an active Taxiway (Group II) centerline
- Within 300 feet of the end of an active runway

48.5.20 Staging and Storage Areas. All contractor materials, equipment and supplies shall be within the Contractor's designated staging & storage area. All staging & storage areas shall be marked, debris boxes covered and area kept neat and clean of debris.

For equipment that must remain in the work area, the following conditions must be met:

- Be located outside of the runway/taxiway safety and obstruction free areas.
- Be marked with lighted barricades around the equipment perimeter with a spacing of no more than 10 feet.
- Be coordinated at least 48 hours in advance with the Engineer.
- The highest point of the equipment marked and lit with a red flashing/steady burning omni-directional obstruction light.

48.5.21 Barricades and Lighting. The perimeters of the actual work areas, all uneven surfaces, mounds and excavations shall be adequately barricaded with vertical panel barricades, low profile barricades and/or Type II barricades, as shown in the plans and/or as directed by the Engineer, and lighted with omni-directional flashing red lights to prevent intrusion by taxiing aircraft, equipment and vehicles. Low profile barricades shall be used adjacent to all aircraft pavement areas and shall include flashing high intensity red lights. Low profile barricades shall be orange and white in color and shall be a minimum of eight (8) feet in length and ten (10) inches in height. All cones and other marking devices must be lighted or equipped with reflectors during periods of darkness as directed by Airport Operations. It shall also be the responsibility of the Contractor to maintain (day and night) all barricades and lights.

The Contractor will be responsible for placing and maintaining the low profile barricades. The Contractor will provide a 24/7 point of contact capable of responding within two (2) hours to address issues with the barricades.

All barricades and cones must be maintained and kept in proper working order by the Contractor. All burnt out lights or inoperative batteries must be replaced immediately. Barricades and cones must remain upright at all times.

The placement of sandbags on barricades may be required in situations of adverse weather. In addition, the Contractor must keep an adequate supply of extra barricades, lights and batteries on site.

Only red, battery powered or approved solar powered, omni-directional lights are acceptable within the Restricted Area of the airport.

48.5.22 Trenches and Excavations. Contractors shall close trenches located within active safety areas at the end of each workday. No open trenches or excavations will be allowed within the following active safety areas without prior coordination and approval with the Engineer:

- Within 75 feet parallel to a runway centerline (trenches/excavations within 125 feet of a runway centerline require a runway closure which is subject to strict controls).
- Within 39.5 feet parallel to a taxiway centerline (Group II).
- Within 300 feet of the end of a runway.
- Spoils from excavations are to be placed on the runway/taxiway side that is closest to the trench.
- Spoil height is not to exceed 4 feet or any height that would cause a visual obstruction.
- Spoils not returned to the trench or removed from the worksite are to be properly marked with lighted barricades with a spacing of no more than 10' or that to properly delineate the trench.

48.5.23 Stockpiled Material. Stockpiled materials are allowed only within the contractor's designated staging & storage areas.

- Remove daily all stockpiled material from within aircraft movement areas, unless otherwise directed by the Engineer.
- No excavated or stored materials may remain within active runway or taxiway safety areas and object free areas.
- Stockpiled material may be located within the Air Operations Area only upon prior coordination and approval of the Engineer.

48.5.24 Deliveries and Haul Trucks. Delivery and haul trucks are required to remain on the designated Contractor Haul Routes.

48.5.25 Weapons. No person, except a peace officer, County employee or a member of an armed force of the United States on official duty, shall carry any weapon, explosive, or inflammable material on or about his person, openly or concealed, in the Restricted Area of the airport without the written permission of the Airport Manager. A weapon includes all those listed in Section 13-301, Arizona Revised Statutes. No person shall furnish, give, sell, or trade a weapon on airport property.

48.5.26 Contractor Responsibilities.

- The Contractor must maintain and provide to the Engineer a log detailing the contract number; the airfield access point used, and all authorized and anticipated subcontractors and suppliers that will be requiring entry.
- The Contractor must furnish guards with a sufficient number of flags for transient vehicles such as concrete or asphalt trucks entering the Airport.
- The Contractor must furnish guards a means of securing the access point should the guard have to leave the area in an emergency.

## 48.6 Traffic Control, Barricading and Cleanup.

### General Requirements:

The Contractor shall submit a Cleanup Plan for approval by the Owner to be followed at the close of each day's work. At a minimum, the Plan shall include an itemized, detailed list of tasks and equipment to be used to properly clear all areas within Runway and Taxiway Safety Areas in accordance with FAA AC 150/5370-2 (latest revision). The Plan shall specifically identify all work to be performed on a daily basis for each Phase of construction identified on the plans. The Plan shall also include the requirement of the Contractor and Engineer to perform a site walk of the entire effected area of construction a minimum of 2-hours before that area is scheduled to be re-opened to aircraft traffic to assure that it has been cleaned and cleared of all equipment and debris in accordance with FAA AC 150/5370-2 (latest revision).

The Contractor shall also be responsible for delineating the limits of construction operations consistent with the approved Phasing and Barricading Plan(s) and/or as directed by the Airport Manager. The Contractor shall submit a Phasing and Barricading and Safety Plan(s) as required in this project's Construction Safety and Phasing Plan.

The Contractor shall be responsible for providing, the installation of, and the maintenance of barricades and traffic control devices necessary for the control of aircraft, vehicular, and pedestrian traffic. Any requests to modify the approved barricading and phasing plans must be submitted to the County for review and approval.

The Airfield Safety and Security and Barricade and Traffic Control Plans must be submitted by the Contractor at the Pre-Construction Conference.

Measurement and payment for the Airfield Safety and Security Plans identified above shall be considered incidental to the Airfield Safety and Security Payment Line Item (SP-60.04.1) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work to the satisfaction of the Owner, as shown on the plans or as directed by the Engineer.

### Barricade Requirements:

All construction areas shall be delineated with low-profile barricades that meet FAA standards to prevent intrusion by taxiing aircraft, vehicles, or pedestrians, (FAA AC 150/5370-2, latest edition) as mentioned above.

All barricades must be equipped with RED omni-directional lights, either flashing or steady burning, to provide additional visual warning whether during normal daytime and night-time operations or during periods of reduced visibility due to weather

conditions. Lights may be either battery powered or solar powered, however, the intensity of the lights must be sufficient to adequately and without ambiguity delineate the construction areas. The Contractor is responsible to maintain all barricades and lights (day and night) in working conditions to the approval of Pinal County.

The barricades shall be installed so that they are always in the extended position and oriented and spaced as shown on the approved plans, or as directed by Pinal County.

The use of frangible hazard markings, such as concrete barriers, railroad ties and/or metal-drum-type barricades is prohibited. For certain non-movement areas, the County may consider the use of Type II or other similar barricades with prior approval.

48.6.1 Non-Movement Areas. In addition to the general barricade requirements above, for projects that may impact airport business and facilities, it will be necessary to coordinate ingress and egress routes with the County. The Contractor shall coordinate and make provisions, including barricading, to accommodate aircraft movements to and from existing businesses and facilities within the construction area.

48.6.2 Movement Areas. In addition to the general barricade requirements above, all barricades, temporary markers, and other objects placed and left in safety areas associated with any runway, taxiway, or taxilane must be as low as possible to the ground; of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted to prevent displacement from prop wash, jet blast, rotor wash, or surface wind.

#### 48.7 Special Requirements.

48.7.1 The Contractor shall be allowed to have a maximum of five (5) red flashing lights out of service at a single time.

48.7.2 The Contractor shall employ a “designated” person who will be responsible for ensuring that all barricades, signs, barricade lights, and any other traffic control devices are established and maintained in strict compliance with the contract requirements. The designated person shall:

- Inspect all barricading and traffic control devices on a regular, recurring basis to ensure functionality and compliance with FAA standards.
- Ensure that existing airport signage and lighting does not conflict or create any confusion with the barricades and traffic control devices and shall immediately bring any conflicting conditions to the attention of the Airport Manager.

- Be available 24 hours a day to maintain all barricades including lights and flags used to delineate construction and hazardous areas in fully operational condition.
- Ensure that flagmen, when employed, are sufficiently trained to operate safely on the airport.

#### 48.8 Aircraft Movement Area.

- 48.8.1 Vehicle Equipment – Daytime Operations: All Contractor vehicles and equipment operating in the AOA during daylight hours must be equipped with either a 3-foot by 3-foot international orange and white checker patterned flag mounted on a staff and secured to the vehicle in such a location as to be visible from all directions or a flashing amber beacon, light bar or similar warning light device mounted on the vehicle in such a location as to be visible from any direction.
- 48.8.2 Airport Construction Restrictions and Requirements: The Contractor is responsible for compliance at all times with the policies and guidelines specified in this project’s Construction Safety and Phasing Plan, and with the draft FAA Advisory Circular (AC) 150/5370-2 (latest revision), “Operational Safety on Airports During Construction”. These documents may be made available to the Contractor upon request.
- 48.8.3 Temporary Airfield Closures: Temporary closures to specific portions of the airport will be required for construction of this project; however, aircraft traffic will continue to use the open portions of the airport’s runways, taxiways, and aircraft parking aprons. The Contractor shall at all times conduct his work as to create no hindrance, hazard, or obstacle to aircraft using the Airport and must, at all times, conduct the work in conformance with requirements of the Airport.
- 48.8.4 Runway Closures. No runway closures are anticipated for this project, and as such, no construction operations, including temporary vehicle crossings, that affect the operability of Runway 11-29 shall be permitted.
- 48.8.5 Taxiway Closures. The Contractor shall schedule and organize his work to minimize the number of partial or full taxiway closures during the performance of the entire Construction Contract. The Contractor must coordinate with the County at least two (2) weeks prior to any taxiway closure. The Contractor must specifically indicate his daily work plan justifying the need for any requested partial or full taxiway closures including the duration and barricading plan.
- 48.8.6 Active Taxiway Crossings. The Contractor shall schedule and organize his work so that a minimum number of active taxiway crossings are required during performance of the contract.

48.8.7 Haul Route and Adjacent Airfield Pavement. The Contractor must follow the haul route(s) provided on the Approved Plans, or as directed by the County and/or Engineer. The Contractor must provide one (1) of either a power vacuum or non-metallic broom sweeper to be used to continuously keep all pavement adjacent to or impacted by the project limits clean of any debris that could potentially damage an aircraft or aircraft engine, tire, or propeller. The Contractor shall be fully liable for any damages that occur to an aircraft caused by construction debris. The Contractor shall be responsible to restore any damages to any pavement used as haul routes incurred during construction to the original state at no additional cost to the owner. All cost associated with the restoration of the haul routes shall be considered incidental to other appropriate bid items and no separate payments will be made.

48.9 Measurement and Payment. Measurement and payment for Airside Traffic Control shall be by lump sum, and shall be considered full compensation for furnishing all labor, materials, fuel, temporary taxiway signs, warning lights, crossing guards, escorts, power vacuum sweepers, furnishing, placing, repositioning, and removal of temporary airside traffic control, application and removal of temporary pavement marking paint, providing and maintaining all barricades and lights, all vehicle and equipment markings, tools, equipment, flagmen, cell phones, radios, the Construction Safety and Phasing Plan(s), and all other incidentals required to safely control traffic as identified in these Special Provisions and in the plans to provide the proper safety and security for San Manuel Airport, (unless already separately identified as another bid item). Partial payments of the lump sum item(s) will be made uniformly over the contract time, provided that the airside traffic control and security is maintained and satisfactory to Pinal County and the Airport Manager.

Payment shall be made at the lump sum prices shown in the Bid Schedule for:

SP 48-1            Airfield Safety and Security – per Lump Sum

49. Arizona Pollutant Discharge Elimination System (AZPDES) Permit Coverage and Storm Water Pollution Prevention Plan (SWPPP) Requirements.

This project is subject to the Arizona Department of Environmental Quality (ADEQ) Arizona Pollutant Discharge Elimination System (AZPDES) General Permit for Discharge from Construction Activities to Waters of the United States (commonly referred to as the Construction General Permit, and herein referred to as the CGP).

The Contractor shall prepare a SWPPP that addresses all the requirements set forth in the CGP and all required attachments. The SWPPP shall be maintained and updated, and any deficiencies identified by the Airport or other regulatory agency shall be adequately addressed. The Contractor shall comply with posting requirements and shall make the SWPPP and all associated reports available to Airport inspectors or other regulatory

agencies. The Contractor shall ensure that the post-construction BMPs specified on the project plans are identified on the SWPPP as required in the CGP.

The Contractor shall be responsible for properly selecting, installing, and maintaining all structural BMPs; including, but not limited to, sediment and erosion control, and shall use good engineering practices to ensure these BMPs remain functional and effective in order to prevent the discharge of pollutants from the project area, as well as preventing such pollutants from mixing with storm water.

The ADEQ does not accept “soil crusting” as an acceptable BMP for erosion control/stabilization for compliance with the CGP; as such, this method can only be utilized in conjunction with other BMPs that meet the regulatory requirements. The CGP requires the implementation of sediment control BMPs at storm drain inlets. The Airport requires that all storm drain inlets within the project area and the first set of down-gradient inlets located outside of the project area have sediment control protection. These areas and BMPs must be detailed in the SWPPP.

The Contractor shall detail in the SWPPP, and install and maintain, BMPs to control sediment around all soil stockpiles. In projects involving excavations in streets, soil stockpiles shall be stored up-gradient of the excavation, when possible, such that any discharge of sediment from a rain event would flow into the excavation itself and not to the curb and gutter system.

It is the responsibility of the Contractor to perform inspections of all the BMPs implemented to meet the requirements of the CGP for this project. The Contractor is also responsible for maintaining those devices in proper working order including cleaning, repair, and removal.

- Measurement for “AZPDES Permit Compliance” listed in the bid proposal shall include all material, labor, and other incidental costs related to:
- The preparation of the SWPPP, changes to the SWPPP required by the Airport or other outside regulatory agency, or updates/amendments to the SWPPP as detailed in Part III (E);
- The implementation and maintenance of activities associated with the SWPPP and required by the CGP (e.g. inspections or recordkeeping);
- The preparation of NOI and NOT forms.
- The installation and maintenance of all structural BMPs and implementation of non-structural BMPs either required in the CGP, identified in the SWPPP, or specified by the Airport or other outside regulatory agency as a result of a storm water compliance inspection;
- The clean-up and disposal costs associated with the cleaning and repair of BMPs following storm events and other runoff or releases on the project;

- The removal of BMPs upon final stabilization

No additional payments outside of that provided in the lump sum bid will be made for the items listed above.

An allowance for the Contractor's participation in the preparation of the Storm Water Pollution Prevention Plan (SWPPP), the implementation of the SWPPP, and the modification of the SWPPP, any additional permits and plans including Dust Control as necessary for compliance with AZPDES General Permit for the duration of this construction project is included in these contract documents. Payment shall be made monthly with equal payment during the entire construction period with any retention required by the terms and conditions of the construction contract to be paid after filing of the Notice of Termination (NOT).

No separate measurement or direct payment will be made for preparing the Notice of Intent (NOI), the Notice of Termination (NOT), Inspection and Maintenance Reports, or other documentation required to perform the work including additional permitting and plans such as Dust Control, the cost being considered as included in the allowance.

Payment will be made under:

- |         |  |
|---------|--|
| SP 49-1 | SWPPP/Erosion Control (Base Bid) – per lump sum        |
| SP 49-2 | SWPPP/Erosion Control (Add. Alt. No. 1) – per lump sum |

50. Seeding. This item shall consist of furnishing all materials, preparing the soil and applying a seed mixture to the areas disturbed by the Contractor's construction activities or as directed by the Engineer.

50.1 Materials. The seed mixture to be applied shall be of a type that is commonly or has been recently used in construction of roadways, highways and/or airport facilities with similar elevations and/or weather constraints as San Manuel Airport. The proposed seed mixture shall be submitted to the Engineer for review at least two (2) weeks prior to application, and shall contain the variety of strain of seed, the percentage of germination, purity, and weed content. The mixture shall also indicate the locations, dates, and project names for which the seed has been applied.

50.2 Application. Seed shall be applied evenly over the areas disturbed by the Contractor's construction operations.

The seeding shall be applied at the manufacturer's specified rate. Seed can be applied in the form of hydroseeding, controlled broadcasting or by means of a cultipacker. If the broadcast method is used, the seeded area shall be rolled in place to form the seed bed.

Seeding operations shall not be performed when wind would prevent uniform application of materials or would carry the seeding material in areas not be seeded or onto adjacent airfield pavements.

The Contractor shall protect seeded areas from damage by traffic or construction equipment. Surfaces which are eroded or otherwise damaged following seeding and prior to final acceptance shall be repaired by re-grading and re-seeding as directed by the Engineer.

50.3 Payment. Seeding will not be measured separately for payment. It shall be considered incidental to the project.

51. Aircraft Tie-Down Anchor. This item shall consist of furnishing and installing new aircraft tie-down anchors in accordance with the details provided on the plans and this Technical Specification. The Contractor shall install all new tie-down anchors after the asphaltic concrete pavement has been installed. The tie-downs shall be constructed with structural portland cement concrete per Technical Specification P-610. The tie-down hardware and chains shall conform to the specifications contained in the plans. All saw cutting and AC pavement removals associated with the installation of aircraft tie-downs shall be in accordance with Technical Specification P-104. All these items as identified herein and in the plans and details shall be considered incidental to Bid Line Item provided below (SP 90.02.1).

Measurement and payment shall be made per each, complete in place inclusive of all work, removals, materials, labor and equipment required to construct the item. No separate measurement or payment shall be made for concrete.

Payment shall be made under:

SP 51-1          Aircraft Tie-Down Anchor — per Each

52. Trench Drain. This item shall consist of the furnishing, placing, and installing a 4-Inch Ductile Iron Edge Rail ACO S100K PowerDrain, Class A trench drain with manufacturer's recommended longitudinal grate compliant with ADA standards, or an approved equivalent. The trench drain shall be supplied and installed in accordance with this specification and the details and plans.

All saw cutting and AC pavement removals associated with the installation of the trench drain shall be in accordance with Technical Specification P-104. All concrete required for the installation of this items shall meet the requirements of P-610, (i.e. 4,000 psi @ 28-days). All reinforcement and joint materials shall be as specified in the plans. All required excavations and compactions shall be in accordance with Technical Specification P-152. The pre-molded, non-extruding joint filler used between the trench drain and the existing concrete pad at the entrance to the terminal building shall be as identified in the plans.

All work, removals, materials, labor and equipment required to construct the trench drain complete in-place including (but not limited to) excavations, subgrade compaction, reinforcement, concrete, and joint seal materials identified herein and on the plans and details, shall be considered incidental to the Bid Line Item below, (SP 90.03.1).

Measurement and payment shall be made per lineal foot of trench drain, complete in place inclusive of all items as noted herein.

Payment shall be made under:

SP 52-1      Trench Drain — per Lineal Foot

53. Aircraft Shade Port Structure. This item shall consist of furnishing, delivering, and installing a new unenclosed aircraft shade port structure, complete in place, capable of housing/covering eight (8) aircraft parking positions (“T-shades” or “shade ports”). The shade port structure shall be designed, manufactured and installed by a company capable and familiar with designing, manufacturing and installing such aircraft structures.

The shade structure shall be a steel structure, and shall comply with the required dimensions shown on the plans and all local, state and federal requirements for structures of this type. The structure shall be designed and constructed to withstand a minimum wind loading of 100 mph, Exposure C; but shall ultimately meet the requirements imposed by the manufacturer’s recommendations and structural engineering provided by the Contractor.

The Shade Port Structure shall be designed and constructed so that the beams/columns are located such that a clear frame opening is maintained to accommodate aircraft parking positions to the dimensions shown on the plans. All drawings for the construction and installation of the Shade Port Structure shall be sealed by a Professional Engineer registered in the State of Arizona, and shall include items such as (but not limited to): floor plans, elevations, erections, anchor bolt details and layout, miscellaneous hardware materials, connections, concrete footing foundations, cross sections, and roofing/flashing details. All costs for the design and sealed drawings for the shade port structure shall be included in this specification/bid line item.

The entire Shade Port Structure shall be completely painted, inside and out, including all miscellaneous hardware within the Shade Port Structure, (i.e. metal electrical conduits, etc.), with a paint that is specific for steel structures and can withstand the environmental elements typically experienced in the San Manuel, Arizona and surrounding area (i.e. climate and

weather-related elements). The Contractor shall provide color options to the Owner for review and approval as part of the material/shop drawing submittal process.

The Contractor shall be responsible to obtain any and all permits and approvals required by the governing agencies for the construction of the Shade Port Structure. All information and materials required for review and approval by these by these governing agencies shall be provided by the Contractor. Furthermore, all special inspections and final reports will also be the responsibility of the Contractor.

The Contractor is made aware that there is an elevation change across the pavement area where the shade port structure is to be installed to allow for drainage, and this shall be accounted for in the construction of the shade port structure such that the top of the structure

(top beams/bars and roof) remains level. Installation/construction of the shade port structure shall allow for pass-through of drainage.

All saw cutting and removals required for the installation of the concrete footing foundations (to be determined and provided by the Contractor/Manufacturer), shall be in accordance with Technical Specifications P-104 and P-152 and shall be considered incidental to this item.

All concrete required for the installation of the shade port structure (i.e. concrete footing foundations) shall be in accordance with Technical Specification P-610 (i.e. 4,000 psi at 28-days), unless specified otherwise by the Contractor's structural engineer, and shall be considered incidental to this item.

Measurement and payment for the shade port structure shall be made on a lump sum basis, accepted complete in place inclusive of all required permitting, engineering, materials, submittals, special inspections, labor and equipment required to construct the item as identified in this specification and on the plans.

Payment shall be made under:

SP 53-1 Aircraft Shade Port Structure — per Lump Sum

54. Rip Rap with Filter Fabric. This item shall consist of the installation of rip rap and filter fabric at the location shown on the plans. The rip rap shall be in accordance MAG Specifications Section 703, (D50 = 6-inches at 12-Inch Depth). All riprap shall consist of rounded river rock. The rip rap shall be constructed to a minimum depth as noted in the plans (12-inch depth), at the locations shown in the plans. The top of the rip rap shall be built flush where it ties into the adjacent grade around it, maintaining the consistent depth noted above and in the plans. Any work found to be inconsistent with the plans and the specifications will require the removal and replacement at the Contractor's sole expense. All earthwork excavation and miscellaneous removals necessary required for rip rap installation shall be considered incidental to the rip rap payment line item provided below.

Filter Fabric shall be non-woven high survivability fabric per ADOT Standard Specification 1014-4.03 or approved equal. Filter fabric shall be placed at all locations that rip rap is installed on the plans. All costs associated with the material and installation of the filter fabric shall be considered incidental to the rip rap payment line item below.

The Contractor is responsible to schedule an inspection with the Airport/Engineer of the excavated earthwork and installation of the filter fabric before the riprap can be installed to insure the proper depths have been established and that the filter fabric is properly installed per the manufacturer's specifications.

Measurement and payment for rip rap shall be made at the contract unit price per cubic yard. This price shall include compensation in full for furnishing and installing material including the filter fabric specified above, complete in place, as called for on the plans and shall include all costs of clearing and grubbing, removal of obstructions, excavation, compaction,

and all other related work required but not specifically covered to complete the item in place as shown in the plans.

Payment shall be made under:

SP 54-1 Rip Rap with Filter Fabric – per Cubic Yard

55. Detector Loop. This item shall consist of furnishing and installing XLPE 18-Gauge Vehicle Detector Loop Wire as manufactured by Southwest Automated Security or approved equal. The parking equipment detector loops shall be sawcut (estimated between 3/4" – 2" depth, as recommended by the manufacturer) into the AC/PCCP pavement and connected to the existing entrance/exit gate control equipment.

Measurement and Payment for this item shall include saw cutting the new pavement; installation of detector loop(s) as required by manufacturer's specifications; required special adapters, connections, etc.; connection to the existing entrance and exit gate control equipment, reprogramming of the gate control equipment (as needed); and all sealing, patching and finishing of the pavement effected after installation is completed. The item shall also include all costs of any required testing or programming (to be performed by the Contractor), connections into the existing communication/electrical system, and all related work not specifically covered in other pay items as required to install complete in-place. It is the Contractor's responsibility to supply a Detector Loop System that will be compatible with the existing communication/electrical system.

Payment shall be made under:

SP 55-1 Detector Loop — per Each

56. Landscape Rock. This item shall consist of the application of a pre-emergent herbicide to the disturbed native soil and new decomposed granite (DG) type of landscape rock. The herbicide shall be effective against existing possible vegetation growth within the area. The herbicide material and application methods must be submitted for approval by the Engineer

prior to application. The new DG material shall aesthetically match the existing DG by the terminal building and shall be submitted for approval by the Owner prior to ordering of the material. The DG material must be installed flush with the adjacent pavement and at a consistent 3" depth.

Measurement and payment for the landscape rock shall be made per square yard, complete in place inclusive of all work, materials, labor and equipment required to construct the item including all clearing, grubbing, removals, compactions, and the application of the pre-emergent herbicide.

Payment shall be made under:

SP 56-1 Landscape Rock — per Square Yard

57. Concrete Curb. This item shall consist of furnishing and placing concrete ribbon curb in accordance with MAG Standard Detail 220-1, Type C and MAG Standard Specifications 340 and 505. The concrete shall meet the requirements of Technical Specification P-610.

Measurement and payment for the concrete ribbon curb shall be made per lineal foot, complete in place inclusive of all work, removals, materials, labor and equipment required to construct the item including all clearing, grubbing, compactions, and the concrete.

Payment shall be made under:

SP 57-1      Concrete Ribbon Curb — per Lineal Foot

58. Chain Link Fence and Gate. This item shall consist of constructing chain link fence in accordance with MAG Standard Detail 160 (modified without barbed wire) and MAG Standard Specification Sections 420 and 772. The concrete shall meet the requirements of Technical Specification P-610.

Measurement and payment for this item shall be made at the contract unit price per lineal foot of chain link fence (without barbed wire). This price shall be full compensation for all labor, materials, and equipment necessary to complete the item including any clearing, removals, excavations, and the concrete.

Payment shall be made under:

SP 58-1      Chain Link Fence per MAG Std Det 160 (MOD) – per Lineal Foot

SPS-35

(END OF SECTION)

## **TECHNICAL SPECIFICATIONS:**

### **San Manuel Airport Apron Reconstruction & Shade Ports Project #61790015**

1. Technical Specifications. Construction of this project shall be in accordance with the Technical Specifications following this page and all applicable County, State and Federal requirements.
2. Method of Measurement for Payment. All pay items relating to the work indicated in the specifications are listed in the Bid Schedule. All necessary costs to complete this project shall be included within these pay items. All work necessary to complete the project as represented in the plan and/or specifications that is not specifically noted as a pay item in the Bid Schedule shall be considered integral and no separate payment shall be made. The total bid price in the Contract is final.
3. Material Specifications. Contractor shall conform to all material specifications defined in the Scope of Work and provisions of the Technical Specifications as referenced in paragraph 1 above. Prior to the use or construction of any materials, Contractor shall be required to furnish signed and notarized Certificates of Compliance.
4. Construction Warranty: The Contractor shall warrant that all materials and equipment furnished under this Contract will be free from defects and the work will conform to the requirements of the contract for a period of one year (365 calendar days) after completion of the project.
5. Permits: All permits associated with this project shall be the Contractors responsibility.

TPS-1

(END OF SECTION)

**CERTIFICATION OF  
INTENTIONS CONCERNING SUBCONTRACTING**

**San Manuel Airport Apron Reconstruction & Shade Ports  
Project #61790015**

At the time of the submission of Bids on this Project, my intention concerning subcontracting a portion of the Work is as indicated below.

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

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

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Name of Firm

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

**Description of Work or  
Product and Percentage  
of Work**

**Subcontractor,  
(Sub)supplier or  
Manufacturer**

**Contractor's  
License No.**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

**ASSURANCE OF DISADVANTAGED  
BUSINESS ENTERPRISE PARTICIPATION**

**San Manuel Airport Apron Reconstruction & Shade Ports  
Project #61790015**

To meet the mandated requirements of the United States Department of Transportation, 49 CFR Part 26, the assurance below shall be signed by the bidder and submitted with the Bidder's Bid.

NOTE: The bidder's execution of the signature portion of this proposal shall also constitute execution of this assurance. Also, in this document, the term 'DBE' means a certified Disadvantaged Business Enterprise (DBE).

BIDDER'S ASSURANCE OF COMPLIANCE WITH TITLE 49 CFR PART 26  
RELATING TO DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

\_\_\_\_\_ The bidder/offeror is committed to a minimum of 3.66% DBE utilization on this contract.

\_\_\_\_\_ The bidder/offeror (if unable to meet the DBE goal of 3.66%) is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and has attached documentation demonstrating good faith efforts.

The bidder hereby gives assurance pursuant to the requirements of Title 49 CFR Part 26 that bidder has made a reasonable effort to meet the goals for Disadvantaged Business Enterprise participation specified for the contract for which this proposal is submitted, and that bidder, if the contract is awarded to bidder, will have a DBE participation (as noted above) of the amount of this bid. Bidder further gives assurance that bidder will submit the documentation required by said Regulations and the Contract Specifications, including the Listing of Disadvantaged Business Enterprises with which the bidder will subcontract if the contract is awarded and if the bidder is unable to meet the contract goals for DBE participation, of the steps bidder has taken to obtain DBE participation.

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (Type or Print)

\_\_\_\_\_  
Date

**LETTER OF INTENT TO PERFORM  
AS A DBE SUBCONTRACTOR/SUPPLIER**

**San Manuel Airport Apron Reconstruction & Shade Ports  
Project #61790015**

(To be completed by each DBE firm proposed for the work – submit with Proposal)

Name of bidder/offeror's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by DBE firm:

\_\_\_\_\_

\_\_\_\_\_

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_.

**Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: \_\_\_\_\_  
(Signature) (Title) (Date)

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

(Submit this page for each DBE proposed for the work)



**(Individual Acknowledgment)**

**SUBSCRIBED AND SWORN** to before me, the undersigned Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**(Partnership/corporate Acknowledgment)**

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



**(Partnership/corporate Acknowledgement)**

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

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

ASD-2

(END OF SECTION)

**CONTRACTOR IMMIGRATION CERTIFICATION**

**San Manuel Airport Apron Reconstruction & Shade Ports  
Project #61790015**

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 statutes of its employees.

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

The Contractor hereby certifies that:

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Dated

(Individual Acknowledgement)

**SUBSCRIBED AND SWORN** to before me, the undersigned Notary Public, this \_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission expires

**(Partnership/corporate Acknowledgement)**

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

# PRE-APPROVED EQUAL APPLICATION FORM

## San Manuel Airport Apron Reconstruction & Shade Ports Project #61790015

The Bidder, \_\_\_\_\_, requests "pre-approved equal" status be granted to the following material and/or equipment:

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

in Section \_\_\_\_\_, Page \_\_\_\_\_, Paragraph/Line \_\_\_\_\_, of the Specifications.

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

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

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

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

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

Specified Proposed Substitution

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## 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  | j. Letter of Intent to Perform as a DBE Subcontractor/Supplier                               |
| b. Instructions to Bidders                                      | k. Noncollusion Affidavit  |
| c. Bid, including Bid Schedule(s)                               | l. Affidavit of Suspension and/or Debarment  |
| d. General Provisions   | m. Pre-Approved Equal Application Form   |
| e. Special Provisions and Specifications                        | n. Contract Agreement  |
| f. Technical Specifications                                     | o. All addenda issued prior to date for receipt of bids set forth in the Invitation for bids |
| g. Certification of Intentions Concerning Subcontracting        | p. Project Plans   |
| h. Contractor Immigration Certification                         |  |
| i. Assurance of Disadvantaged Business Enterprise Participation |  |

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

3. Commencement and Completion Dates. All work shall be completed within **70 calendar days** from the written issuance of the Notice to Proceed. Pinal assumes no liability for work performed or costs incurred on the Project prior to the commencement date or subsequent to the contract completion date or the termination of this Contract. Extensions of time allowed for completing the Work on the Project may be granted under appropriate circumstances.

4. Compensation/Contract Price. Pinal agrees to pay Contractor for work actually performed by contractor based on the price set forth and Contractor agrees to accept such amounts for work actually performed for the lump sum amount \_\_\_\_\_ (\$ \_\_\_\_\_ )

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

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

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

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

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

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

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

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

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

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

11. Venue. Notwithstanding A.R.S. § 12-408, venue for any suit or action arising under this Contract shall be commenced and remain in the Superior Court of the State of Arizona in and for CT-2 the County of Pinal, Florence, Arizona, but only after exhausting all possible administrative remedies. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county.

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

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

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

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

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

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

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

By \_\_\_\_\_

\_\_\_\_\_  
Title

(partnership/corporate acknowledgment)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF                )

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

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

PINAL COUNTY, a political subdivision of the State of Arizona

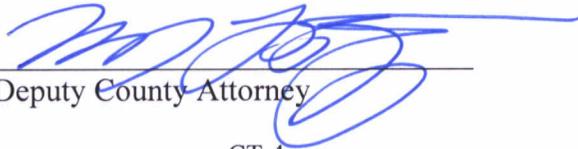
By: \_\_\_\_\_  
Chairwoman, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy County Attorney

CT-4

(END OF SECTION)