



BID DOCUMENTS

IFB-PO-2000052

**INA ROAD CONSTRUCTION DEBRIS LANDFILL
PHASE 1 – CLOSURE (2INARD)**

November 6, 2019

**Pima County Procurement Department
Design & Construction Division
130 West Congress Street, Third Floor
Tucson, Arizona 85701
(520) 724-3727 / Fax (520) 724-4434**

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AN SBE GOAL HAS BEEN SET FOR THIS PROJECT. REFER TO THE SMALL BUSINESS ENTERPRISE DOCUMENT FOR MORE INFORMATION.

ATTACHMENTS TO THE BID DOCUMENTS:

Electronic Files:

Ina Road Construction Debris Landfill Phase 1 – Closure (2INARD) Plans (16 Pages)

Ina Road Construction Debris Landfill Specifications (137 Pages)



**NOTICE OF INVITATION TO BID
IFB-PO-2000052**

Pima County is seeking sealed bids for Ina Road Construction Debris Landfill Closure PHASE 1. Phase I Scope includes the re-grading of existing construction debris and stockpile fill already on site to be shaped closer to the final closure contours (minus final 3' cap elevations) as defined in the plans and specifications. Additional work to shape access roads, new storm water basins with associated culverts, erosion control and other ancillary items as noted.

Estimated cost for the project is between \$1,250,000.00 and \$1,500,000.00. The project shall be complete and in place within **88 working days** from Notice to Proceed.

A minimum goal of **TWO PERCENT (2%)** for participation by Small Business Enterprises (SBE) as a percentage of Base Bid has been established for this project (Base Bid is defined as the sum of the Base Bid Amount). **SBE documents included at the end of this solicitation contain forms that must be fully completed and included with bids.**

The contractor must have the appropriate license issued by the State of Arizona Registrar of Contractors in order to bid and maintain same through the duration of the project. Failure to have the appropriate license at the time of bid opening may result in rejection of the bid without further recourse and award of the contract to the next low responsive, responsible bidder. Pima County reserves the right to reject any and all bids or to withhold the award for any reason.

Download solicitation notice at: <https://vendors.pima.gov/>.

**WHERE TO OBTAIN BID:
DOCUMENTS/DRAWINGS/
SPECS:**

American Reprographics Company (ARC)
3955 East Speedway Boulevard, #102, Tucson, Arizona 85712
\$50 deposit payable to Pima County

**BID DUE DATE/TIME:
LOCATION:**

December 3, 2019, at or before 3:00 P.M. Local Tucson Time
Procurement Department, 130 W. Congress Street, 3rd Floor, Tucson, AZ

**PRE-BID MEETING/
SITE VISIT:
LOCATION:**

November 19, 9:00 A.M. Local Tucson Time
Pima County Natural Resources, Parks and Recreation (NRPR) 1st Floor
Large Conference Room, 3500 West River Road, Tucson, Arizona 85741

**DIRECT QUESTIONS
IN WRITING TO:**

Matthew Sage, CPPB; Procurement Officer
Fax: 520-724-4434 / E-mail: Matthew.Sage@pima.gov

PUBLISH:

The Daily Territorial: November 6, 7, 8, and 12, 2019

INSTRUCTIONS TO BIDDERS

1. SCOPE

Pima County is seeking sealed bids for Ina Road Construction Debris Landfill Closure PHASE 1. Phase I Scope includes the re-grading of existing construction debris and stockpile fill already on site to be shaped closer to the final closure contours (minus final 3' cap elevations) as defined in the plans and specifications. Additional work to shape access roads, new storm water basins with associated culverts, erosion control and other ancillary items as noted.

The work shall be completed as called for in the Bid Documents, which includes the Notice of Invitation to Bid, Plans and Specifications prepared by Tetra Tech, dated 10/15/19, Instructions to Bidders, Bid Schedule, Bid Bond, Construction Services Contract, Payment and Performance Bonds, General Conditions, Special Provisions, and Bid Amendment(s), if any.

Estimated cost for the project is between \$1,250,000.00 and \$1,500,000.00. The project shall be complete and in place within **88 working days** from Notice to Proceed.

2. SMALL BUSINESS ENTERPRISE (SBE) GOAL

A minimum goal of **TWO PERCENT (2%)** for participation by SBE as a percentage of Base Bid has been established for this project (Base Bid is defined as the sum of the Base Bid Amount). **SBE documents included at the end of this solicitation contain forms that must be fully completed and included with bids.**

3. PRE-BID MEETING

There will be a **Pre-Bid Meeting with a Site Visit immediately following** on the date, time, and place specified in the NOTICE OF INVITATION TO BID. Attendance is not mandatory, but is encouraged. Site visits will not be available other than as scheduled with the pre-bid meeting.

4. OMISSIONS, DISCREPANCIES, INTERPRETATIONS AND AMENDMENT(S)

In the event the bidder has questions or discovers an apparent error or omission in the specifications or plans, or be in doubt as to their meaning, the bidder shall submit their question or comment in writing to: **Matthew Sage, CPPB; Procurement Officer, Pima County Procurement Department, Design and Construction Division offices, County Administration Building, Mailstop DT-AB3-126, 130 W. Congress, 3rd floor, Tucson, Arizona 85701, Fax 520-724-4434, or email Matthew.Sage@pima.gov.** Requests received seven (7) calendar days or less prior to the original deadline for receiving bids may not be addressed. Any clarifications or interpretations of this solicitation that materially affect or change the scope or intent will be issued via amendment and posted by the County on the County's web site (<https://vendors.pima.gov/>). County will make an effort to notify proposers of amendments; however, it cannot guarantee that every potential respondent will be notified each time. Therefore, **it is the responsibility of all respondents to check the website periodically for amendment(s) and to obtain this information in a timely manner.** Failure to acknowledge any or all amendment(s) may be cause for rejection of the proposal.

No oral interpretations shall be made to any bidder as to the meaning of any of the bid documents, or be effective to modify any of the provisions of the bid documents.

5. BID SUBMISSION

ALL BIDDERS shall complete in the requested manner and submit its bid for the work specified under this contract the following:

a. Construction Services Contract completed with the following information:

Page 1 – Contractor legal name, address and bid amount; paragraph 1, Contractor legal name

Page 8 – Article 18, Contractor contact information

Page 11 – Contractor signature by duly authorized representative with required contact information

b. Construction Services Contract Exhibit “A” – Bid Schedule (1 page). Provide the price for each item of work in the requested manner in clearly documented figures (typewritten is preferred). All figures and signature by duly authorized representative must be in ink. Changes or corrections must be in ink and initialed in ink by the individual preparing the bid. Unit prices are to include the furnishing of all materials, plant, equipment, tools, all applicable taxes, bonds, and the performance of all labor and services necessary or proper for the completion of the work, unless otherwise expressly provided in these bid documents.

c. Bids must be accompanied by an **original certified check, cashier's check or surety bond for ten percent (10%) of the amount of the Total Bid Amount made payable to Pima County** pursuant to A.R.S. § 34-201(A)(3). The Arizona Statutory Bid Bond form included in these documents is included for surety bonds. Bonding companies must be licensed in Arizona.

d. Small Business Enterprise (SBE) Assurances Verification (**See SBE Documents**);

e. Statement of proposed SBE Utilization (**See SBE Documents**);

a. If unable to meet the goal, Certificate of Good Faith Effort/Request for Waiver

(SEE SBE DOCUMENTS) Note: Good faith efforts will not be recognized if the contractor failed to contact the Pima County Business Enterprises Program Coordinator to request assistance in a timely manner (at least three (3) working days) prior to the bid opening. The telephone number for the Business Enterprises Program Coordinator is (520) 724-3807.

THE APPARENT LOW BIDDER shall submit by 4:00 p.m. local time the first full business day following bid opening the following:

a. Subcontractors List (See Paragraph 10 below.)

b. Responsibility Information (2 pages)

To ensure consideration, the bid should be enclosed in a sealed envelope addressed to the Pima County Procurement Department and marked: **“IFB-PO-2000052 – Ina Road Construction Debris Landfill – Phase I Closure (2INARD)”**

If the apparent low bid is nonresponsive or the bidder is otherwise ineligible for award, the County will notify the next low responsive bid submitted by a responsive bidder to submit the Subcontractor List and Responsibility Information by 4:00 P.M. local time on the first full business day following actual notice of the requirement.

6. DATE AND PLACE FOR OPENING BIDS

Pursuant to the "Notice of Invitation to Bid," sealed bids for performing the work will be received and opened at the Pima County Procurement Department Design and Construction Division offices, County Administration Building, 130 W. Congress, 3rd floor, Tucson, Arizona 85701. This facility is wheelchair accessible. Upon request, ten (10) working days prior to bid opening, a signer will be provided for the hearing impaired.

Bids will be received until the date and time stated in the Notice of Invitation to Bid. Bids will be opened publicly and read immediately thereafter. Late bids will not be considered, and will be returned unopened.

7. EVALUATION AND AWARD

Bidders shall guarantee bid prices for sixty (60) calendar days after the date of bid opening to allow adequate time for evaluation and award. If in the best interests of the County, the bid shall be recommended for award to the lowest, most responsive, responsible bidder, on the basis of the Total Bid Amount. Mistakes in bids shall be handled in accordance with § 11.12.010(G) of the Pima County Procurement Code. The County reserves the right to reject any and all proposals or to withhold the award for any reason.

The Pima County Procurement Department will return the Bid Guaranty of unsuccessful bidders as soon as practical after the opening of Bids and the determination of the low bidder.

Prior to approval of award by the Pima County Procurement Director, the Pima County Procurement Department Design and Construction Division will issue a Notice of Recommendation for Award (NORFA). This act constitutes the acceptance of a bid. The acceptance of a bid shall bind the successful bidder to the executed Construction Services Contract and to complete the work at the price bid within the time stipulated or be responsible for liquidated damages as provided. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the County.

8. PERFORMANCE AND PAYMENT BONDS

The successful bidder will be required to submit the to the Pima County Procurement Department, Design and Construction Division the required Performance and Payment statutory bond forms and insurance certificates by the sixth (6th) business day following date of the NORFA referred to in Paragraph 6 above.

9. PROPRIETARY SPECIFICATIONS-SUBSTITUTIONS AND PRIOR APPROVAL OF ALTERNATIVE PRODUCTS PROCEDURES.

It is the intent that these Bid Documents comply with the provisions of the Arizona Revised Statutes, as amended, prohibiting the use of specifications proprietary to one supplier, distributor or manufacturer. When a specific reference to an article, manufacturer, proprietary name, device, product, material or fixture is made in these documents, it is to establish a standard of quality and shall not be construed as limiting competition, and is only used to describe more clearly the intended result.

Substitute products, materials, appliances, equipment, fixtures, or systems will be considered for prior approval. Any bidding contractor desiring to obtain prior approval(s) shall, at least eight (8) calendar days prior to the original deadline for receiving bids, submit, in a sealed envelope, catalog cuts, shop drawings, or other descriptive literature for products, materials, appliances, equipment, fixtures, or systems for which the bidder wished to make substitution. The bidder shall make request to County in triplicate on copies of form included. Submittal(s) shall include a complete and adequate analysis showing point-for-point comparison to specified item(s) or system(s) and shall prove equality or superiority. Include related Section and Drawing number(s), and fully document compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, statement of effect on construction time (if any) and coordination with other affected Work. Anything less than the above submittal requirements will not be considered. If available, the bidder shall include identification of previous local use of proposed substitutions with dates and names of owner.

- A. Direct submittals from subcontractor's, material vendors, or manufacturers will not be accepted. All prior approval requests shall be made by bidding general contractors. Submissions from subcontractors or suppliers will not be considered.

- B. The County will be the sole judge of equivalency of proposed substitution(s).
- C. Prior to making a prior approval request, bidder shall satisfy itself that the item or system the bidder proposes is, in the bidder's best judgment, equal to that specified; that it will fit into space allocated; that it affords comparable ease of operation, maintenance, and service; that its appearance, longevity, and suitability for climate and use are comparable to that specified; and that substitution is in County's best interest.
- D. Manufacturer's data, which is readily available to the County, is not sufficient for establishing proof of quality.
- E. The bidder may be required to provide laboratory test data performed by a nationally recognized independent testing laboratory known for its testing expertise. Laboratory tests shall include types of materials used in substitute item or system, including thickness and strength, and a direct comparison to item or system specified for capacities, capabilities, coatings, functions, life cycle usage, and operations.
- F. Burden of proof that a proposed substitution is equal to a specified item or system shall be upon Contractor, who shall support the request with sufficient test data, samples, brochures, and other means to permit a fair and equitable decision on merits of proposal.
- G. The County Procurement Department will notify bidders of acceptance via a written addendum to the Bid Documents listing accepted substitutions.

Acceptance of substitutions shall not relieve Contractor from responsibility for complying with all other requirements of the Bid documents and coordinating substitution(s) with adjacent materials and other affected equipment.

Submit substitution requests to:
Matthew Sage, CPPB; Procurement Officer
Pima County Procurement Department, Design and Construction Division
130 W. Congress, 3rd Floor
Tucson, Arizona 85701

CLEARLY IDENTIFY ON SUBMITTAL ENVELOPE THAT IT CONTAINS A SUBSTITUTION REQUEST or the package may be mistaken for a bid and not be opened.

10. NON-COLLUSION

Each bidder, by signing and submitting a bid, is certifying that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with this bid.

11. SUBCONTRACTORS

Pima County does not support post-bid price competition (i.e. "bid shopping"). To discourage "bid shopping" on construction projects, the apparent low bidder must submit, by 4:00 P.M. local time on the first full business day following bid opening, a list of all first tier subcontractors with whom the bidder intends to subcontract for more than one percent (1%) of their total bid amount or \$10,000.00 whichever is greater. The list must be submitted on the form included in these bid documents and provide each subcontractor's name, license number(s), type of work and the dollar amount of their subcontract(s). Failure to submit the required list by the deadline shall result in the bidder being declared ineligible for award unless the County determines it would be contrary to the County's interests.

Submission of the subcontractor list shall constitute certification that the listed subcontractors will perform work on the project in an amount reasonably close to that stated on the subcontractor list. No subcontractor may be added or changed without the prior written approval of the County subsequent to review and approval by the Administering Department Director and Procurement Director. Substitution of non-SBE subcontractors may be approved at the discretion of the County for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of the County. Approval for substitution of SBE subcontractors that are listed on the Bidders Statement of Proposed SBE Utilization submitted with the bid will only be granted if the provisions of Title 20.28.050 of the Pima County Code have been met.

12. SUSPENSION & DEBARMENT

By submitting this bid, the bidder is certifying that neither it nor any of its principals are currently suspended or debarred, or under consideration for suspension or debarment, by any public agency or entity at the local, state or Federal level. The County Board of Supervisors reserves the right to reject the bid/proposal response of any persons or corporations who have previously defaulted on any contract with Pima County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in Pima County Code Chapter 11.28 and 11.32.

13. ARIZONA CONTRACTOR'S LICENSE

The contractor must have the appropriate license issued by the State of Arizona Registrar of Contractors in order to bid and maintain same through the duration of the project. Failure to have the appropriate license at the time of bid opening may result in rejection of the bid without further recourse and award of the contract to the next low responsive, responsible bidder.

14. UNBALANCED BIDS

The County reserves the right to reject a bid as non-responsive if the prices bid are materially unbalanced between line items. A bid is materially unbalanced when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated and there is a reasonable doubt that the bid will result in the lowest overall cost to County, even though it may be the low evaluated bid.

15. JOINT VENTURES

Bidders that submit a bid as a Joint Venture must include a copy of any Joint Venture Agreement at the time of bid naming Pima County as a third party beneficiary of the Joint Venture Agreement. The bid bond must be presented in the Joint Venture's name as the Principal. The Joint Venture must be validly formed as an Arizona corporation, partnership, or other separate legal entity (a "Joint Venture Entity") with the Joint Venture Entity registered as a Vendor with Pima County at the time of bid. The bid must be executed by all of the Joint Venture participants or by one Joint Venture participant with a letter of authorization from the other Joint Venture participants. In the event the Joint Venture is the lowest bidder and is awarded the project, but the Joint Venture has failed to validly form a Joint Venture Entity with the Joint Venture Entity registered as a Vendor with Pima County at the time of bid, the Joint Venture participants will execute a single Contract with Pima County with each Joint Venture participant as a separate Contractor under the Contract. Each such Contractor will be jointly and severally liable for performance under the contract, and the required Payment and Performance Bonds will identify the individual Contractors (see Construction Services Contract).

16. PUBLIC INFORMATION

Responses to this solicitation shall be considered public information after award and execution of the contract. Handling of confidential information is reflected in Article 28 of the sample contract included in this solicitation.

17. VENDOR REGISTRATION

Pima County has implemented an internet-based vendor registration system for Pima County Vendor Self Service (VSS). This system allows Vendors to create and maintain their own Vendor record online using a standard internet browser. The internet link for Vendor Registration is <http://www.pima.gov/procure/venreg.htm> . All Contractors must register in VSS.

18. PIMA COUNTY ONESTOP SYSTEM

Pima County One Stop often has professional and administrative staff, managers, and experienced construction supervisors and workers available for immediate hire. Call (520) 724-7700 or contact One Stop at <https://webcms.pima.gov/cms/One.aspx?portalId=169&pageId=959>.

19. PROTESTS

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

End of Instructions to Bidders

REQUEST FOR PRIOR APPROVAL OF SUBSTITUTE ITEMS OR SYSTEMS

IFB-PO-2000052
Ina Road Construction Debris Landfill Phase 1 – Closure (2INARD)

A complete reproduction of this form must accompany all requests for prior approval. Failure to submit this form with request may be cause for rejection. Substituted items or systems may be incorporated into the Work only after receipt of County's written approval in the form of an amendment.

Note: This request must be received at least eight (8) calendar days prior to the *original* deadline for receiving bids.

[Subcontractor] [Material Vendor] [Manufacturer]: _____

Item or System: _____

Specification Section Reference: _____

Drawing Reference: _____

Affect, if any, on Construction Time: _____

Summary of Related Work Requiring Coordination (if any): _____

(Contractor shall assume responsibility for complete coordination with Work of all trades involved if Request for Prior Approval is approved.)

Attached documentation: The following is herewith attached to provide complete documentation of requested substitution. (Indicate with a check next to those documents attached.)

- | | |
|--------------------------------------|-------------------------|
| 1. Point-for-Point Comparison: _____ | 4. Shop Drawings: _____ |
| 2. Product Data: _____ | 5. Test Reports: _____ |
| 3. Samples: _____ | 6. Other: _____ |

SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE: _____

FIRM NAME: _____

SUBCONTRACTORS LIST

The **apparent low bidder** shall submit by 4:00 p.m. local time the first full business day following bid opening.

IFB-PO-2000052
INA ROAD CONSTRUCTION DEBRIS LANDFILL PHASE I – CLOSURE (2INARD)

COMPANY NAME and LICENSE NO.	TRADE	DOLLAR AMOUNT

I hereby certify by signing below that the foregoing firms shall be contracted to work on the trades identified above for this project. The information shown above is a true reflection of the proposed subcontracts.

SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE: _____

FIRM NAME: _____

RESPONSIBILITY INFORMATION (2 pages)

The **apparent low bidder** shall submit by 4:00 p.m. local time the first full business day following bid opening.

A.R.S. Title 34 requires an agent to contract with the lowest responsible bidder. Pima County has processes in place to ensure that contractors engaged with the County meet required standards for award of contract. These include reviews of bids, and inquiries to the State of Arizona Registrar of Contractors (AZROC) and Arizona Corporation Commission (ACC). Procurement Officers may also solicit additional information from/on the Contractor.

The underlying elements of responsibility include adequate financial resources, ability to meet delivery/performance schedule, satisfactory performance record, integrity/ethics, experience/technical/controls, and necessary equipment.

The Certification will be submitted by the apparent low bidding contractor no later than 4:00 PM on the first full business day after bid opening.

Please complete the following:

Company Name: _____

The Contractor certifies, to the best of its knowledge and belief, that—

The Contractor and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

Certification of Prior Contract Performance

In the last three years -

Did the firm pay liquidated damages on any contracts?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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Was the firm ever terminated on a project for poor performance?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
---	------------------------------	-----------------------------

Has a claim been made against the firm for improper, delayed or non-compliant work or failure to meet warranty obligations?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
---	------------------------------	-----------------------------

Has successful litigation been brought against your Company asserting that your firm failed to make payments to anyone?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
---	------------------------------	-----------------------------

Has a successful claim been made against any of the following bonds supplied on projects you were contracted on – Bid Bond, Performance Bond, Payment Bond	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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By dollar value, approximately what percentage of your work is:

Commercial _____% Public/Government _____%

What was the total amount of construction work your firm has completed in the prior periods?

2018:	Number of Contracts_____	Total Value \$_____
2017:	Number of Contracts_____	Total Value \$_____
2016:	Number of Contracts_____	Total Value \$_____

Do you have reason to expect your firm will be or is your firm currently subject to legal action or bankruptcy proceedings that could materially impact your ability to perform this work? Yes [☐] No [☐]

List current workload and % of availability of resources (personnel and equipment) that you intend to use to complete this project to meet the fixed delivery date for this project. It may be advantageous to identify key personnel and equipment availability by date, if not currently available, in order to support a claim that work can be completed in the time allotted.

NOTE: Additional pages may be attached to support or explain any item on this certification. Failure to provide sufficient explanation of any item on this certification may result in the County being unable to reach a favorable responsibility determination.

I acknowledge that this certification will be considered in connection with a determination of Contractor's responsibility, and that the obligation to demonstrate responsibility is on the Contractor and while the County reserves the right to make additional inquiries, it is not obligated to do so in the absence of sufficient supporting information. Failure to furnish a certification or provide such additional information as requested by the Procurement Officer may result in the Contractor being found nonresponsible.

This certification is a material representation of fact upon which reliance was placed when making this award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate the contract resulting from this solicitation for default.

SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE: _____

CONSTRUCTION SERVICES CONTRACT OVERVIEW

TO BE SUBMITTED BY ALL BIDDERS

ALL BIDDERS shall complete in the requested manner and submit its bid for the work specified under this contract the following:

Construction Services Contract completed with the following information:

Page 1 – Contractor legal name, address and bid amount; paragraph 1, Contractor legal name

Page 8 – Article 18, Contractor contact information

Page 11 – Contractor signature by duly authorized representative with required contact information

Construction Services Contract Exhibit “A” – Bid Schedule (1 page). Provide the price for each item of work in the requested manner in clearly documented figures (typewritten is preferred). All figures and signature by duly authorized representative must be in ink. Changes or corrections must be in ink and initialed in ink by the individual preparing the bid. Unit prices are to include the furnishing of all materials, plant, equipment, tools, all applicable taxes, bonds, and the performance of all labor and services necessary or proper for the completion of the work, unless otherwise expressly provided in these bid documents.

Bids must be accompanied by an **original certified check, cashier's check or surety bond for ten percent (10%) of the amount of the Total Bid Amount made payable to Pima County** pursuant to A.R.S. § 34-201(A)(3). The Arizona Statutory Bid Bond form included in these documents is included for surety bonds. Bonding companies must be licensed in Arizona.

Small Business Enterprise (SBE) Assurances Verification (**See SBE Documents**);

Statement of proposed SBE Utilization (**See SBE Documents**);

If unable to meet the goal, Certificate of Good Faith Effort/Request for Waiver
(**SEE SBE DOCUMENTS**) **Note: Good faith efforts will not be recognized if the contractor failed to contact the Pima County Business Enterprises Program Coordinator to request assistance in a timely manner (at least three (3) working days) prior to the bid opening. The telephone number for the Business Enterprises Program Coordinator is (520) 724-3807.**

PIMA COUNTY PUBLIC WORKS DEPARTMENT

PROJECT: Ina Road Construction Debris Landfill – Phase I Closure (2INARD)

CONTRACTOR: Legal name: _____

Address: _____

CONTRACT NO.

BID AMOUNT: \$ _____

FUNDING:

CONSTRUCTION SERVICES CONTRACT

This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR, collectively referred to as the Parties.

W I T N E S S E T H

WHEREAS, COUNTY requires, consistent with the provisions of A.R.S. Title 34, the services of a CONTRACTOR to provide all equipment, labor, and materials required to construct the Ina Road Construction Debris Landfill – Phase I Closure Project; and

WHEREAS, CONTRACTOR submitted the low responsive, responsible bid in response to IFB-PO-2000052 for the COUNTY for said work and is qualified and willing to provide such services.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration the Parties hereto agree as follows:

ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as approved by the Board of Supervisors, commences on January 14, 2020, and terminates on, October 31, 2020 unless sooner terminated or further extended pursuant to the provisions of this Contract.

Construction completion time for the work to be performed under this Contract will be **88 working days** after the date of Notice to Proceed. Liquidated damages will be assessed based upon the construction completion time.

COUNTY has the option to extend the Contract termination date for project completion. Any modification or extension of the Contract termination date will be by formal written amendment executed by the Parties. The Procurement Director or the COUNTY Board of Supervisors, as required by the Pima County Procurement Code must approve change orders to the Contract or the Scope of Services before CONTRACTOR performs the work authorized by the change order.

ARTICLE 2 – SCOPE OF SERVICES

CONTRACTOR shall provide for the COUNTY all labor, materials and equipment necessary to complete the Ina Road Construction Debris Landfill – Phase I Closure Project. All work shall be as called for by Pima County Solicitation No. IFB-PO-2000052 Bid Documents, any issued Amendments, **EXHIBIT “B” – General Conditions** (12 pages) and other documents incorporated into this Contract, all made a part hereof.

ARTICLE 3 – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in the manner hereinafter specified.

CONTRACTOR will provide detailed documentation in support of requested payment. The CONTRACTOR must cite the Contract number on all invoices. Payments will be made in accordance with A.R.S. § 34-221.

Total payments for this Contract shall not exceed <Spell out bid amount> (\$X,XXX,XXX.XX)

Payment for this Contract will be made based on **EXHIBIT “A”: Bid Schedule** (1 page) submitted by CONTRACTOR in response to Solicitation No. IFB-PO-2000052, attached hereto and made part of this Contract. Line items for which the “Unit” is defined as L.S. will be paid as “Lump Sum”. Other line items for which the “unit” is defined as a unit of measure (i.e., “each”, “L.F.”, etc.) and for which there is a Unit Price, will be measured and paid at the unit price for the actual quantity of work performed in accordance with the Specifications. The quantities of unit-priced items stated in the bid schedule are estimates only and the actual quantities may be either less or more than stated in the Bid Schedule.

For the period of record retention required under Article 23, COUNTY reserves the right to question any payment made under this article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law

CONTRACTOR will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment is at CONTRACTOR’S own risk.

ARTICLE 4 – INSURANCE

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. CONTRACTOR’S insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an “A.M. Best” rating of not less than A- VII. COUNTY in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

4.1 Minimum Scope and Limits of Insurance:

CONTRACTOR will procure and maintain at its own expense insurance policies (the “Required Insurance”) satisfying the below requirements (the “Insurance Requirements”) until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit CONTRACTOR’S indemnity obligations under this Contract. COUNTY in no way warrants that the required insurance is sufficient to protect the CONTRACTOR for liabilities that may arise from or relate to this Contract. If necessary, CONTRACTOR may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

- 4.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.
- 4.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.
- 4.1.3 Workers’ Compensation (WC) and Employers’ Liability - Statutory requirements and benefits for Workers’ Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer’s Liability coverage- \$1,000,000 each accident and each person - disease.

- 4.1.4 Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

4.2 Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 4.2.1 Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County and City of Tucson, their departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of CONTRACTOR.
- 4.2.2 Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of CONTRACTOR.
- 4.2.3 Primary Insurance: The CONTRACTOR'S policies shall stipulate that the insurance afforded the CONTRACTOR shall be primary and that any insurance carried by COUNTY, its agents, officials, or employees shall be excess and not contributory insurance.
- 4.2.4 Insurance provided by the CONTRACTOR shall not limit the CONTRACTOR'S liability assumed under the indemnification provisions of this Contract.

4.3 Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, that COUNTY will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the COUNTY project or contract number and project description.

4.4 Verification of Coverage:

CONTRACTOR shall furnish COUNTY with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 4.4.1 All certificates and endorsements, as required by this Contract, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 4.4.2 All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the COUNTY project or contract number and project description on the certificate. COUNTY reserves the right to require complete copies of all insurance policies required by this Contract at any time.

4.5 Approval and Modifications:

COUNTY Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the COUNTY'S failure to obtain a required insurance certificate or endorsement, the COUNTY'S failure to object to a non-complying insurance certificate or endorsement, or the COUNTY'S receipt of any other information from the CONTRACTOR, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

ARTICLE 5 – INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR indemnifies, defends and holds harmless COUNTY and City of Tucson, their officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of CONTRACTOR, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article do not extend to the negligence of COUNTY and City of Tucson, their agents, employees or indemnities.

All warranty and indemnification obligations under this Contract survive expiration or termination of the Contract, unless expressly provided otherwise. Any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

Upon request, CONTRACTOR may fully indemnify and hold harmless any private property owner granting a right of entry to CONTRACTOR for the purpose of completing the project.

ARTICLE 6 – COMPLIANCE WITH LAWS

CONTRACTOR will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

ARTICLE 7 – INDEPENDENT CONTRACTOR STATUS

The status of CONTRACTOR is that of an independent contractor and CONTRACTOR is not considered an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONTRACTOR will be responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONTRACTOR from COUNTY. CONTRACTOR will be responsible for program development and operation without supervision by COUNTY.

ARTICLE 8 – CONTRACTOR/SUBCONTRACTOR PERFORMANCE

CONTRACTOR will perform the work in accordance with the terms of the Contract and with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. CONTRACTOR will employ suitably trained and skilled personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Contract, CONTRACTOR will obtain the approval of COUNTY.

CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONTRACTOR under this Contract. Without additional compensation, CONTRACTOR will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions

of CONTRACTOR found during or after the course of the services performed by or for CONTRACTOR under this Agreement, regardless of COUNTY having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

CONTRACTOR will ensure that all SUBCONTRACTORS have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Contract. CONTRACTOR will not permit any SUBCONTRACTOR to perform work that does not fall within the scope of the SUBCONTRACTOR'S license, except as may be permitted under the rules of the Registrar of Contractors.

CONTRACTOR will be fully responsible for all acts and omissions of its SUBCONTRACTOR(S) and of persons directly or indirectly employed by SUBCONTRACTOR and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any SUBCONTRACTOR, except as may be required by law.

CONTRACTOR must use the SUBCONTRACTORS named on Contractor's Subcontractor List submitted with the bid. No SUBCONTRACTOR may be added or changed without the prior written approval of the COUNTY subsequent to review and approval by the Administering Department Director and Procurement Director. Substitution of non-SBE SUBCONTRACTORS may be approved at the discretion of the COUNTY for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of the COUNTY. Approval for substitution of SBE SUBCONTRACTORS that are listed on the Bidders Statement of Proposed SBE Utilization submitted with the bid will only be granted if the provisions of Title 20.28.050 of the Pima County Code have been met.

ARTICLE 9 – ASSIGNMENT

CONTRACTOR will not assign its rights to this Contract in whole or in part, without prior written approval of COUNTY. COUNTY may withhold assignment at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

ARTICLE 10 – NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Contract as if set forth in full herein **including flow down of all provisions and requirements to any SUBCONTRACTORS**. During the performance of this Contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 11 – AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONTRACTOR is carrying out government programs or services on behalf of COUNTY, then CONTRACTOR shall maintain accessibility to the program to the same extent and degree that would be required of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

ARTICLE 12 - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY will not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE 13 – NON-WAIVER

The failure of COUNTY to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 14 – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONTRACTOR to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by Contract or otherwise. CONTRACTOR and its sureties, if any, will be liable for any damage to COUNTY resulting from CONTRACTOR'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following constitutes an event of default:
 - 1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 - 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
 - 3. Failure to provide competent supervision at the site;
 - 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient material;
 - 5. Failure to make prompt payment to SUBCONTRACTORS or suppliers for material or labor;
 - 6. Loss of CONTRACTOR'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR'S performance of this Contract;
 - 7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Contract; or
 - 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
 - 1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project become COUNTY'S property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
 - 2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and

3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONTRACTOR will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor CONTRACTOR charged with damages under this Article, if—
1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another contractor in the performance of a Contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of SUBCONTRACTORS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the SUBCONTRACTOR'S or suppliers; and
 2. CONTRACTOR, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONTRACTOR'S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 16 – TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Contract at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of COUNTY, become its property. If COUNTY terminates the Contract as provided herein, COUNTY will pay CONTRACTOR an amount based on the time and expenses incurred by CONTRACTOR prior to the termination date. However, COUNTY will make no payment for anticipated profit on unperformed services.

ARTICLE 17 – NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision in this Contract, COUNTY may terminate this Contract if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, COUNTY has no further obligation to CONTRACTOR, other than payment for services rendered prior to termination.

ARTICLE 18 – NOTICES

Any notice required or permitted to be given under this Contract will be in writing and will be served by delivery or by certified mail upon the other Party as follows:

COUNTY:

Nancy Cole, RA, Director, Project Management Office
Public Works Department
Public Works Building
201 N. Stone Ave
Tucson, AZ 85701
Tel: (520) 724-3612

CONTRACTOR:

Contact Name: _____
Position: _____
Firm Legal Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Email: _____

ARTICLE 19 - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is Non-Exclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE 20 - CONTRACT DOCUMENTS

- A. INCORPORATION OF DOCUMENTS: CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in SOLICITATION NO. IFB-PO-2000052 – Ina Road Construction Debris Landfill – Phase I Closure, EXHIBIT “A” – BID SCHEDULE, EXHIBIT “B” – GENERAL CONDITIONS, BONDS (BID, PAYMENT, AND PERFORMANCE BONDS), SPECIAL PROVISIONS, CONSTRUCTION DOCUMENTS, DRAWINGS AND SPECIFICATIONS, AMENDMENTS, and on information provided in the CONTRACTOR response to this Solicitation. These documents are hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.
- B. ORDER OF PRECEDENCE: In the event of a conflict or inconsistency between or among the Documents incorporated into this Contract, the Contract Documents shall take precedence in the following order:
- a) This Contract
 - b) EXHIBIT “B” – General Conditions
 - c) Special Provisions, Technical Specifications, and Plans
 - d) Contractor Response to the Solicitation
 - e) Instructions to Bidders
 - f) Invitation to Bid

The Parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among Contract Documents. Any such Agreement interpreting the Contract shall be incorporated into the Contract by Amendment.

In the event of any conflict between any provision in the Special Conditions, if any, and any provision of the General Conditions, or any other incorporated document, the provision in the Special Conditions shall take precedence.

ARTICLE 21 - BONDING REQUIREMENTS

In accordance with A.R.S. §34-221, *et. seq.*, the CONTRACTOR will provide Payment and Performance bonds for not less than one hundred percent (100%) of the contract amount. Copies of said bonds will be attached to and become part of this Contract.

ARTICLE 22 - OWNERSHIP OF DOCUMENTS

All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by CONTRACTOR under this Contract vest in and become the property of the COUNTY and will be delivered to COUNTY upon completion or termination of the services, but CONTRACTOR may retain record copies thereof.

ARTICLE 23 – BOOKS AND RECORDS

CONTRACTOR will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

CONTRACTOR will retain all records relating to this Contract at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, CONTRACTOR may, at its option, deliver such records to COUNTY for retention.

ARTICLE 24 – REMEDIES

Either Party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in ARTICLE 27 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 25 – SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE 26 – DELAYS

Neither Party hereto is in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party.

ARTICLE 27 – DISPUTES

In the event of a dispute between COUNTY and CONTRACTOR regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and CONTRACTOR'S counterpart official, such meeting to be held within one (1) week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

ARTICLE 28 – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONTRACTOR in any way related to this Contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any information submitted related to this Contract that CONTRACTOR believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to COUNTY and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a public record and should not include any information considered confidential.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to the CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. CONTRACTOR will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

ARTICLE 29 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each SUBCONTRACTOR who performs any work for CONTRACTOR under this Contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any SUBCONTRACTOR in order to verify such Party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any SUBCONTRACTOR'S warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a SUBCONTRACTOR, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement SUBCONTRACTOR (subject to COUNTY approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

CONTRACTOR will advise each SUBCONTRACTOR of COUNTY'S rights, and the SUBCONTRACTOR'S obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to SUBCONTRACTOR'S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this Contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this Contract."

Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR'S approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

ARTICLE 30 – ISRAEL BOYCOTT CERTIFICATION

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

ARTICLE 31 – ENTIRE AGREEMENT

This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written Amendment signed by the Parties.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Contract on the dates written below.

APPROVED:

CONTRACTOR:

Chairman, Board of Supervisors

Contractor Firm Name

Date

Contractor Signature

ATTEST

Name and Title (Please Print)

Clerk of the Board

Date

APPROVED AS TO FORM:

Deputy County Attorney

Name (Please Print)

Date

EXHIBIT "A" – BID SCHEDULE (1 page)

IFB-PO-2000052

INA ROAD CONSTRUCTION DEBRIS LANDFILL – PHASE I CLOSURE (2INARD)

The undersigned Bidder hereby acknowledges receipt of the complete Bid Documents for this project and has examined and is familiar with all documents, including those incorporated by reference, which are applicable to this project. BIDDER hereby proposes and agrees to furnish any and all required labor, material, construction equipment, transportation and services for the project in strict conformity with the Bid Documents, at the unit prices set in this Exhibit "A".

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization	LS	1		
2	Survey and As-Built Drawings	LS	1		
3	Rough Grade Waste & Intermediate Cover Relocation and placement of the Foundation Layer to achieve sub-grade elevations shown on Sheets 3, 4 & 5 (235,493 CY cut, 243,515 CY fill & 8,021 CY net fill)	AC	78		
4	Subgrade Preparation	AC	78		
5	24" Culvert Pipe - ADS - N-12 WT IB with splash pads	LF	1,194		
6	Rough Grade Perimeter Stormwater Channel and road per 3 & 4/16 excluding the Rip-Rap and Non-Woven Geotextile	LF	10,612		
7	Stormwater Basin B Construction	LS	1		
8	Stormwater Basin C Construction	LS	1		
9	Basin B Bank Protection Rip Rap (65,722 SF) and 16 oz. Non-Woven Geotextile per Detail 2/16	SF	65,722		
10	Power Pole Protection per Detail 7/14	EA	2		
11	Removal of Existing Fencing and Installation of Temporary Fencing	LF	4,581		
12	AZPDES Permit/NOI/BMPs	LS	1		
Total Bid					

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Any bid that fails to acknowledge any addendum that directly affects cost, scope or schedule will be rejected as nonresponsive.

Amendment #	By (Bidder Initials)	Date	Amendment #	By (Bidder Initials)	Date

BIDDER HEREBY CERTIFIES that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE: _____

LEGAL COMPANY NAME: _____

CORPORATE HEADQUARTERS (CITY, STATE) _____

ARIZONA CONTRACTOR'S LICENSE NUMBER: _____ CLASS: _____

ARIZONA CONTRACTOR'S LICENSE NUMBER: _____ CLASS: _____

END OF EXHIBIT "A"

EXHIBIT “B” - GENERAL CONDITIONS (12 pages)

ARTICLE 1. DEFINITIONS

Whenever in these Specifications, or in any document of instructions where these Specifications govern, the following terms or pronouns in place of them are used, the intent and meaning will be interpreted as follows:

Bid: The offer of the Bidder for the work when properly made out on forms containing the Bid for Lump Sum Construction supplied by COUNTY and properly submitted, signed and guaranteed.

Bid Documents: All Drawings, Technical Specifications, Supplementary General and/or General Conditions, Bid Schedule, Construction Contract and Bonds, and Contract Documents.

Bidder: Any individual, firm or corporation, qualified as herein provided, legally submitting a Bid for the work contemplated, acting directly or through an authorized representative.

Board: The Board of Supervisors, Pima County, Arizona, acting under authority of the laws of Arizona.

Building Code: The directions, provisions, and requirements contained in the current edition of the Building Codes, with Amendments, as adopted by Pima County, supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, quality and quantity of material to be furnished and measurement for payment of same.

Contract: The written agreement covering the performance of the work and the furnishing of labor, equipment, and materials in the construction of the work. The Contract includes the Notice of Invitation to Bid and Bid Documents, including Instruction to Bidders, Bid Schedule, Plans, Technical Specifications, Supplementary General and/or General Conditions, Bonds, Supplementary Agreements, and all written requirements that reasonably could be required to insure the proper completion of the work in a substantial and acceptable manner. These documents may also be referred to as the CONTRACT DOCUMENTS.

Contract Bond: The approved form of security furnished by CONTRACTOR and its Surety as a guarantee on the part of CONTRACTOR to execute the work in accordance with the terms of the Contract.

CONTRACTOR: The party who undertakes to execute the work, acting directly or through an authorized lawful agent or employee.

COUNTY: Pima County, Arizona, a body politic and corporate, the owner of the work.

Department: Pima County Public Works Department.

Director: The Pima County Department Director, an assistant or other representative duly authorized by a Department Director to act on their behalf.

Extra Work: Work, including materials, for which no price agreement is contained in the Contract and which is deemed necessary for the proper completion of the work.

Item: A detail of work for which separate payment is made.

Laboratory: The established laboratory of the Department or other laboratories authorized by COUNTY to test materials and work involved in the Contract.

Plans: The Contract drawings or exact representations thereof, which show the location, character, dimensions, and details of the work.

Project Manager or Design Professional: The person designated by COUNTY to oversee the project on its behalf.

Substantial Completion: Identifies the Project and indicates acceptance of the work to the extent stated. It is intended to be accompanied by a punch list of items to be completed or corrected.

Supplementary Agreement: A written agreement executed by CONTRACTOR and COUNTY covering alterations to the project. A change order or a force account work request prepared on the approved form of the Department is a supplementary agreement.

Supplementary General Conditions or Special Conditions: The Supplementary General Conditions or Special Conditions are additional to the General Conditions, which are conditions or requirements peculiar to the project under consideration.

Surety: The corporate body which is bound with and for CONTRACTOR, who is primarily liable, and which (agrees) to be responsible for its payment of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

The Work: All of the work specified in the Contract.

Working Day: A calendar day, exclusive of Saturdays, Sundays and Agency recognized holidays, on which weather and other conditions not under the control of the contractor permit construction operations 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.

ARTICLE 2. RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES

COUNTY does not guarantee the existence and locations of underground utilities indicated on the plans and CONTRACTOR will investigate and verify the location of underground utilities in the field before starting work. CONTRACTOR will carefully perform excavations in the vicinity of existing structures and utilities. CONTRACTOR is responsible for any damage to, and for maintenance and protection of, existing utilities and structures. At least two full working days prior to commencing excavation, contractor must call blue Stake Center, 1-800-STAKE-IT, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday for information relative to the location of buried utilities.

CONTRACTOR is fully responsible for costs incurred due to damage to utilities as a result of grading or excavation operations. Utility locations shown on the Plans are approximate, and not all utilities may be shown. The possibility of conflicts with existing utilities –in-place exists. If conflicting utilities interfere with CONTRACTOR’S normal progress toward completion of this project, COUNTY may, at its option, authorize CONTRACTOR to relocate said conflicting utilities by Force Account.

It is the responsibility of CONTRACTOR to contact the utility companies in order for them to determine if there is a need for any bracing or shoring of power to telephone poles during the construction of this project. If bracing or shoring is necessary, CONTRACTOR will effect this work to the satisfaction of the utility company. COUNTY will make no measurement or direct payment for bracing or shoring.

ARTICLE 3. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- a. Laws to be Observed -- CONTRACTOR is presumed to be familiar with and at all times will observe and comply with all Federal and State laws and local ordinances, worker's compensation, occupational disease, and unemployment compensation laws together with the payment of all premiums and taxes therefor, also all laws, ordinances, and regulations in any manner affecting the conduct of the work and will indemnify and hold harmless COUNTY and its representatives against any claim arising from the violations of such laws, bylaws, ordinances or regulations, whether by CONTRACTOR or by CONTRACTOR'S employees.
- b. Permits and Licenses -- CONTRACTOR will procure all County building permits, and sewer connection fees. CONTRACTOR will post required permits on site and give all notices necessary and incidental to the due and lawful prosecution of the work. CONTRACTOR will procure and pay for all other permits, fees, and applications for water, gas, electric and other utilities.

- c. Sanitary Provisions -- CONTRACTOR will provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements and regulations of the Arizona Department of Health Services or other authorities having jurisdiction therein.
- d. Public Convenience and Safety -- CONTRACTOR will have due regard for the public health and will conduct the work in such a manner as to provide and insure the safety and convenience of the public.

When special conditions prevail and extraordinary measures are necessary, the details will be set forth in the Technical Specifications or Special Provisions.

- e. Barricades, Warning Lights, and Detour Signs -- CONTRACTOR will at its expense and without further order provide, erect, and maintain at all times during the progress or temporary suspension of the work such barricades, fences, warning lights, danger signals, reflectors, signs, or other protective devices as are required to insure the safety of the public, those engaged in connection with the work and the work itself.

Unless otherwise expressly stated in the Contract, no measurement or direct payment for this work will be made, but the cost of providing, erecting, and maintaining such protection devices, including guards, watchmen and/or flagmen as required will be considered as included and paid for in the contract prices for the work.

- f. Use of Explosives -- Prohibited
- g. Preservation and Restoration of Property -- CONTRACTOR will be responsible for the preservation of all public and private property on the surface or underground, along and adjacent to the work and will conduct its operations so as to insure the prevention of injury or damage thereto. No land monuments or property will be disturbed or moved until an authorized agent has witnessed or otherwise referenced their locations.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence or the non-execution thereof on the part of CONTRACTOR, CONTRACTOR will restore such property at its own expense to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or it will make good such damage or injury in an acceptable manner.

- h. CONTRACTOR'S Responsibility for Work -- Until written final acceptance of the work by COUNTY, CONTRACTOR will have the charge and care thereof and will take every precaution against injury or damage to any part thereof by action of elements, or from any other cause, whether arising from the execution or non-execution of the work. The CONTRACTOR will rebuild, repair, restore, and make good all injuries or damages of any portion of the work occasioned by any of the above causes before final acceptance and will bear the expense thereof.

In case of the suspension of work for any cause whatever, CONTRACTOR will be responsible for all work and materials and will take proper care of the work, storing all materials if necessary, and will provide suitable drainage of the work and erect necessary temporary structures.

- i. Waiver of Legal Rights -- COUNTY will not be precluded or be estopped, by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by CONTRACTOR, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract. Neither the acceptance by COUNTY or by any representative of COUNTY nor any payment, nor acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by COUNTY will operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damage herein provided. A waiver of any breach of the Contract is not a waiver of any other subsequent breach.

ARTICLE 4. ACCIDENTS

CONTRACTOR will provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work.

CONTRACTOR must promptly report in writing to COUNTY all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or adjacent to the site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, CONTRACTOR will report the accident immediately by telephone or messenger to both COUNTY and the Board.

If any claim is made by anyone against CONTRACTOR or any Subcontractor on account of any accident, CONTRACTOR will promptly report the facts in writing to COUNTY, giving full details of the claim.

ARTICLE 5. RESERVED

ARTICLE 6. DELAYS

Contractor will provide substantial completion, as previously defined, under this contract, within the number of working days stated in CONTRACTOR's proposed schedule, agreed to by COUNTY and incorporated herein by reference, plus the grace period, calculated as an additional **THREE PERCENT (3%)** of the working days stated in CONTRACTOR's agreed to schedule, rounded up to the next whole day.

During the grace period, COUNTY will neither 1) apply liquidated damages, nor 2) include overhead and general conditions in any equitable adjustment for delay. Each additional day allowed for completion in excess of the days in CONTRACTOR's proposed schedule will replace one (1) day of the grace period until the latter is extinguished. If CONTRACTOR fails to substantially complete this contract for beneficial occupancy within the agreed number of working days from issuance of a notice to proceed, or that period plus any remaining grace period days, whichever is later, then for each day thereafter that this contract remains uncompleted for beneficial occupancy, COUNTY may deduct the sum of two hundred fifty dollars (**\$250.00**) **PER WORKING DAY**, from the contract price as payment by CONTRACTOR of liquidated damages sustained by reason of the failure of CONTRACTOR to substantially complete this contract for beneficial occupancy within the time period agreed.

If the number of working days in CONTRACTOR's schedule plus the grace period specified in the above paragraph equals or exceeds the number of working days for completion stated in the solicitation, then the completion period will be as stated in the solicitation and there will be no grace period.

COUNTY and CONTRACTOR have agreed upon the Project scope, total price, and schedule for the performance of the work. The agreed schedule represents a firm commitment by CONTRACTOR and COUNTY to complete the work within the schedule identified in this Contract, as it may be adjusted from time to time.

COUNTY and CONTRACTOR understand that events may occur that delay or disrupt the schedule or require a change in the level of resources or effort. Therefore, the Contract may be adjusted as follows for Delays:

- 1) A delay in the work attributable to COUNTY is an excusable delay for which an adjustment may be made to the schedule. In any such case the schedule of the affected task or activity may be extended one day for each day of COUNTY-caused delay; provided, however, that if the COUNTY-caused delay overlaps a period of delay attributable to any other cause, the extension for COUNTY-caused delay is limited to the number of non-overlapped days of COUNTY-caused delay.
- 2) There is no adjustment for any CONTRACTOR-caused delay in the work, including time to repair or replace defective work. In the event of a significant CONTRACTOR-caused delay exceeding three (3) workdays, CONTRACTOR will provide a recovery plan to COUNTY within five (5) days of COUNTY's request.

- 3) A delay in the work attributable to any other cause, including strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the control of COUNTY or CONTRACTOR and that arises without the fault or negligence of either, is an excusable delay for which COUNTY and CONTRACTOR agree to negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
- 4) If any of the causes of delay in Paragraphs 1 or 3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date shall not be changed.
- 5) If any of the causes of delay in Paragraphs 1 or 3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties will negotiate an equitable adjustment therefor.
- 6) COUNTY and CONTRACTOR will negotiate an equitable adjustment of cost for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by COUNTY that materially deviates from or adds to the work.

Contractor must submit claims for extension of time in writing to COUNTY for review and approval no later than seven (7) days after the initiation of that delay. In the case of a continuing cause of delay, only one claim is necessary.

County will grant approval of time extension for delays only based on the verification of a daily log maintained by the superintendent at the job site. The daily log must segregate and document each individual delay occurrence, and then separately track the job costs attributable to changes in the work noted in Article 20. Contractor's failure to maintain the daily logs in the manner described above will result in COUNTY's denial of the claim for time extension.

If Contractor has requested detail drawings and instructions as noted in Article 9, County will not approve a request for delay on account of County's failure to furnish drawings until two (2) weeks after demand for such drawings.

ARTICLE 7. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Contract documents are complementary, and what is called for by any one will be as binding as if called for by all, and the most stringent requirement will apply. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications will be supplied unless distinctly so noted on the drawings. Materials or work described in words that so applied have a well-known technical or trade meaning will be held to refer to such recognized standards.

ARTICLE 8. DETAIL DRAWINGS AND INSTRUCTIONS

COUNTY will furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the Bid documents, true developments thereof, and reasonably inferable therefrom.

ARTICLE 9. COPIES OF DRAWINGS FURNISHED

COUNTY will provide, at no cost to CONTRACTOR, two complete sets of code approved construction documents in non-reproducible form.

COUNTY will provide, at no cost to CONTRACTOR, five (5) non-reproducible sets of construction documents used during the course of bidding the work (Bid Sets) for execution on the work. It will be CONTRACTOR'S responsibility to ensure that any modifications called for as a result of the permit process are transferred to the bid sets.

CONTRACTOR may purchase additional sets of code-approved sets or bid sets construction documents, at its expense.

ARTICLE 10. ORDER OF COMPLETION

CONTRACTOR will submit at such times as may be requested by COUNTY, schedules which will show the order in which CONTRACTOR proposes to carry on the work with dates at which CONTRACTOR will start the several parts of the work and estimated dates of completion of the several parts.

ARTICLE 11. CONSTRUCTION DOCUMENTS ON THE JOB SITE

CONTRACTOR will keep one copy of code approved construction documents on the job site, in good order, available to COUNTY and to COUNTY'S representatives. This set of documents will be kept current as to pending and approved changes in the work.

ARTICLE 12. OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by COUNTY are the property of Pima County. They are not to be used on other work and with the exception of the signed Contract set, and are to be returned to COUNTY on request, at the completion of the work. All models are the property of COUNTY.

ARTICLE 13. CONTRACTOR'S UNDERSTANDING

CONTRACTOR has, by careful examination, satisfied itself as to the nature and location of the work, the conformation of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversations with any officer, agent or employee of COUNTY, either before or after the execution of this Contract, will affect or modify any of the terms or obligations herein contained.

ARTICLE 14. MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise agreed, CONTRACTOR will provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise agreed, all materials will be new, and both workmanship and materials will be of good quality. CONTRACTOR will, if required, furnish satisfactory evidence as to the kind and quality of materials.

CONTRACTOR will at all times enforce strict discipline and good order among its employees, and will not employ on the work any unfit person or anyone not skilled in the work that CONTRACTOR assigns to that person.

ARTICLE 15. ROYALTIES AND PATENTS

CONTRACTOR will pay all royalties and license fees. CONTRACTOR will defend all suits or claims for infringement of any patent rights and will hold COUNTY harmless from loss on account thereof, except that COUNTY will be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if CONTRACTOR has information that the process or article specified is an infringement of a patent it will be responsible for such loss unless it promptly gives such information to COUNTY.

ARTICLE 16. SURVEYS, PERMITS, AND REGULATIONS

COUNTY will furnish all property surveys unless otherwise specified. CONTRACTOR will secure and pay for permits and licenses of a temporary nature necessary for the prosecution of the work except as noted in Article 3.b. COUNTY will secure and pay for easements for permanent structures or permanent changes in existing facilities unless otherwise agreed.

CONTRACTOR will give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If CONTRACTOR observes that the drawings and specifications are at variance therewith, it will promptly notify COUNTY in writing, and any necessary changes will be adjusted as provided in the Contract for changes in the work. If CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to COUNTY, it will bear all costs arising therefrom.

ARTICLE 17. PROTECTION OF WORK AND PROPERTY

CONTRACTOR will continuously maintain adequate protection of all its work from damage and will protect COUNTY'S property from injury or loss arising in connection with this Contract. It will make good any such damage, injury, or loss, except such as may be directly due to errors in the bid documents or caused by agents or employees of COUNTY. It will adequately protect adjacent property as provided by law and the bid documents. It will provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions.

If an emergency should occur affecting the safety of life or the work or of adjoining property, CONTRACTOR, without special instruction or authorization from COUNTY, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and CONTRACTOR will so act, without appeal, if so instructed or authorized. Any compensation claimed by CONTRACTOR on account of emergency work will be determined by COUNTY.

CONTRACTOR is responsible for equipment, materials, and supplies until completion of the project and acceptance by COUNTY.

ARTICLE 18. INSPECTION OF WORK

COUNTY representatives will at all times have access to the work wherever it is in preparation or progress and CONTRACTOR will provide proper facilities for such access and for inspection.

If the specifications, COUNTY'S instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, CONTRACTOR will give COUNTY timely notice of its readiness for inspection and if the inspection is by an authority other than COUNTY, of the date fixed for such inspection. Inspections by COUNTY will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of COUNTY, it must, if required by COUNTY, be uncovered for examination at CONTRACTOR'S expense.

Re-examination of questioned work may be ordered by COUNTY and if so ordered the work must be uncovered by CONTRACTOR. If such work is found to be in accordance with the bid documents, COUNTY will pay the cost of re-examination and replacement. If such work is found not to be in accordance with the bid documents, CONTRACTOR will pay such cost.

ARTICLE 19. SUPERINTENDENCE - SUPERVISION

CONTRACTOR will keep on its work site during its progress a competent Superintendent and any necessary assistants, all satisfactory to COUNTY. The Superintendent will not be changed except with the consent of COUNTY, unless the Superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ. The Superintendent will represent CONTRACTOR in its absence and all directions given to it will be as binding as if given to CONTRACTOR. CONTRACTOR will give efficient supervision to the work using its best skill and attention.

If CONTRACTOR, in the course of the work, finds any discrepancy between the construction documents and the physical conditions of the locality, or any errors or omissions in the construction documents or in the layout as given by points and instructions, it will be its duty to immediately inform COUNTY, in writing, and COUNTY will promptly verify the same. Any work done after such discovery, until authorized, will be done at CONTRACTOR's risk.

Neither COUNTY nor CONTRACTOR, will employ an employee of the other without consent.

ARTICLE 20. CHANGES IN THE WORK

The County, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. Change orders must be approved by the Procurement Director or the Board of Supervisors, as required by the Pima County Procurement Code, before the work under the change commences. All such work shall be executed under the conditions of the original Contract. Claim for extension of time caused thereby shall be made per the provisions of Article 7: Delays.

In giving instructions, the COUNTY shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless preceded by a COUNTY approved Change order and no claim for an addition to the Contract sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one or more of the following ways and included in the approved change order:

- a. By mutual acceptance of a fixed price, itemized and detailed with sufficient substantiating data, as requested by COUNTY, to permit evaluation.
- b. By unit prices named in the Contract or subsequently agreed upon.
- c. By cost and a fixed fee.

In the event the parties agree on the application of (c) above, a not-to-exceed amount will be included for approval in the change order. In this circumstance, CONTRACTOR shall keep and present in such form as the COUNTY may direct, a correct account of the net cost of labor and materials, together with vouchers, for application against the approved not-to-exceed amount in the change order. CONTRACTOR may invoice for overhead and profit or fee arising from such work in the last invoice under the change order, all of which is to be applied against the not-to-exceed amount. Any balance remaining in the not-to-exceed amount after final payment under the change order shall be adjusted out by change order.

The amount of Contractor's overhead and profit allowed for any change order, whether increase or decrease, shall not exceed the following limits for work by the Contractor:

Overhead Limit: 10% of direct cost;
Profit Limit: 5% of the sum of direct cost and overhead cost.

For any portion of the work for a change order that is performed by a Subcontractor or a Sub Subcontractor, Contractor's combined overhead and profit limits allowed will not exceed 5% of the actual direct cost of the work.

Contractor's cost, for additional work or changes requested by the Owner which result in an approved extension of time to the contract, shall be limited to the cost of the extra work determined in one or more of the three ways described previously in this Article, and the actual wage or salary paid for the on-site job superintendent in direct employ of contractor in performance of the work. This amount shall be prorated to the actual amount of extra time approved and shall only include the direct amount paid to the superintendent plus actual cost of all overhead items applicable to payroll for that position, such as insurance, taxes, FICA, worker's comp, unemployment taxes and benefits.

ARTICLE 21. CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK

If CONTRACTOR claims that any additional instructions by drawings or otherwise involve extra cost under this Contract, it will give COUNTY written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property. No such claim will be valid unless so made.

ARTICLE 22. DEDUCTIONS FOR UNCORRECTED WORK

If COUNTY deems it not expedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price will be made therefor.

CONTRACTOR will promptly remove from the premises all materials condemned by COUNTY as failing to conform to the Contract, whether incorporated in the work or not, and CONTRACTOR will promptly replace and re-execute its own work in accordance with the Contract and without expense to COUNTY and will bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If CONTRACTOR does not remove such condemned work and materials within a reasonable time, fixed by written notice, COUNTY may remove them and may store the material at the expense of CONTRACTOR. If CONTRACTOR does not pay the expense of such removal within ten days' time thereafter, COUNTY may, upon ten days written notice, sell such materials at auction or at private sale and will account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by CONTRACTOR.

ARTICLE 23. SUSPENSION OF WORK

COUNTY may at any time suspend the work, or any part thereof by giving three (3) days' notice to CONTRACTOR in writing. When the reason for such suspension involves safety, health or welfare issues, the three (3) day written notice requirement may be waived at the decision of the COUNTY Management. CONTRACTOR will resume the work within ten (10) days after the date fixed in the written notice from COUNTY to CONTRACTOR to do so.

ARTICLE 24. COUNTY'S RIGHT TO DO WORK

If CONTRACTOR neglects to prosecute the work properly or fails to perform any provision of this Contract, COUNTY may, after three (3) days written notice to the CONTRACTOR, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due CONTRACTOR.

ARTICLE 25. COUNTY'S RIGHT TO TERMINATE CONTRACT

If CONTRACTOR persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payment to subcontractors for material or labor, or persistently disregards laws, ordinances, or the instructions of COUNTY, or otherwise is guilty of a substantial violation of any provision of the contract, then COUNTY may, without prejudice to any other right or remedy and after giving CONTRACTOR ten (10) days written notice, terminate the employment of CONTRACTOR and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method COUNTY may deem expedient. In such case CONTRACTOR will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price will exceed the expense of finishing the work, including compensation for additional managerial and administrative service, such excess will be paid to CONTRACTOR. If such expense will exceed such unpaid balance, CONTRACTOR will pay the difference to COUNTY. COUNTY will certify the expense incurred by COUNTY as herein provided, and the damage incurred through the CONTRACTOR'S default.

ARTICLE 26. REMOVAL OF EQUIPMENT

In any case of annulment or termination of this Contract before completion from any cause whatever, CONTRACTOR, if notified to do so by COUNTY, will promptly remove any part or all of its equipment and supplies from the property of COUNTY, failing which COUNTY will have the right to remove such equipment and supplies at the expense of CONTRACTOR.

ARTICLE 27. USE OF COMPLETED PORTIONS

COUNTY has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired, but such taking possession and use is not an acceptance of any work not completed in accordance with the Bid documents. If such prior use increases the cost of or delays the work, CONTRACTOR will be entitled to such extra compensation, or extension of time, or both, as COUNTY may determine.

ARTICLE 28. PAYMENTS WITHHELD

COUNTY may decline to certify payment or, because of discovered evidence or observations, may nullify the whole or any part of any certificate for payment previously issued, to such extent as may be necessary in its opinion to protect COUNTY from loss because of:

- a. Defective work not remedied.
- b. Third party claims filed or reasonable evidence indicating probable filing of such claims.
- c. Failure of CONTRACTOR to make payments properly to Subcontractors or for labor, materials, or equipment.
- d. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract sum.
- e. Damage to another CONTRACTOR.

When the above grounds are removed, payment will be made for amounts withheld because of them.

ARTICLE 29. WARRANTY

CONTRACTOR will provide a written guarantee covering all costs for repair or replacement of defective work for a period of two (2) years (or longer if noted elsewhere in the construction documents) from substantial completion. CONTRACTOR will complete repair, or respond to COUNTY in writing with repair solution, within seventy-two (72) hours of notification by COUNTY. COUNTY may make emergency repairs to ensure life safety or to prevent property loss, without invalidating the warranty.

ARTICLE 30. LIENS

Neither the final payment nor any part of the retained percentage will become due until CONTRACTOR delivers to COUNTY a complete release of all liens arising out of this Contract, or receipts in full or in lieu thereof, and if required in either case, an affidavit that so far as it has knowledge or information, the release and receipts include all the labor for which a lien could be filed; but CONTRACTOR may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to COUNTY, to indemnify COUNTY against any lien. If any lien remains unsatisfied after all payments are made, CONTRACTOR will pay to COUNTY all monies that COUNTY may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ARTICLE 31. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by COUNTY'S forces or other contractors is contiguous to work covered by this Contract the respective rights of the various interests involved will be established by the COUNTY to secure the completion of the various portions of the work in general harmony.

ARTICLE 32. SEPARATE CONTRACTS

COUNTY reserves the right to let other contracts in connection with this work. CONTRACTOR will afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and will properly connect and coordinate its work with theirs.

If any part of CONTRACTOR'S work depends upon proper execution or results of the work of any other contractor, CONTRACTOR will inspect and its report will constitute an acceptance of the other contractor's work after the execution of its work.

To insure the proper execution of its subsequent work, CONTRACTOR will measure work already in place and will once report to COUNTY any discrepancy between the executed work and the drawings.

ARTICLE 33. COUNTY'S STATUS

The COUNTY has general review of the work and has the authority to reject all work and materials that do not conform to the Contract.

ARTICLE 34. CLAIMS AND DISPUTES

All claims, demands, disputes, controversies, and differences that arise between the parties hereto as result of or in connection with this Contract will be referred to COUNTY in writing with a request for review and response in accordance with this paragraph, which COUNTY will render in writing within a reasonable time.

CONTRACTOR will deliver written notice of each such claim, demand, dispute, controversy or difference to COUNTY within fifteen (15) days of the occurrence of the event giving rise thereto and written supporting data will be submitted to COUNTY within forty-five (45) days of such occurrence unless COUNTY specifies a different period of time in writing to CONTRACTOR. The submission to COUNTY with respect to any such claim, demand, dispute, controversy or difference will be a condition precedent to any exercise by CONTRACTOR of such rights or remedies as CONTRACTOR may otherwise have under the Bid documents or at law in respect of any such claim, demand, dispute, controversy or difference.

If either COUNTY or CONTRACTOR is dissatisfied with any decision of COUNTY and both parties agree in writing, then the dispute may be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) will be entered in any court having jurisdiction thereof. All arbitration hearings must be held in Tucson, Arizona.

ARTICLE 35. CLEANING UP

CONTRACTOR will, as directed by COUNTY, remove from COUNTY'S property and from all public and private property, at its own expense, all temporary structures, rubbish, and waste materials resulting from its operation.

ARTICLE 36. RESERVED

ARTICLE 37. ARCHAEOLOGICAL FEATURES

Construction for this project may occur in an archaeological sensitive area. The County Office of Conservation and Sustainability Cultural Resources Division will determine prior to construction (other than emergencies) any special site monitoring requirements. Human burials, including human skeletal remains, cremations, and funerary objects are protected under A.R.S. section 41-844 on state, county, and municipal lands, and under A.R.S. section 41-865 on private lands. Should archaeological features and/or artifacts or human remains, including human skeletal or cremation remains be discovered, work at that location will cease immediately, and the area will be taped off and avoided until archaeological investigations are completed. Construction is subject to delay in that location pursuant

to applicable State law, while consultation with the Arizona State Museum and appropriate documentation and data recovery takes place. To the extent permitted by law, all archaeological artifacts and other materials will belong to Pima County. No monetary compensation will be made to CONTRACTOR for any claims due to delays in the work schedule. Only the Contract construction time will be extended to permit the original scheduled number of days for completion of the project.

ARTICLE 38. RESERVED

ARTICLE 39. RESERVED

ARTICLE 40. HAZARDOUS MATERIALS/ HAZARDOUS WASTES / HAZARDOUS SUBSTANCES ABATEMENT

Should CONTRACTOR uncover, or otherwise become aware of the presence of any Hazardous Materials, Hazardous Wastes or Hazardous Substances during the construction of this project, notice will be served immediately to the COUNTY Project Manager, and all work surrounding said materials or substances will be ceased until directed to proceed. Construction delays due to Hazardous Materials, Hazardous Wastes or Hazardous Substances abatement may occur.

If this Contract does not otherwise require the services of a Hazardous Materials contractor, abatement of such materials will be provided by Pima County, at its expense and independent of this Contract.

If this Contract already employs the services of a Hazardous Materials contractor, the cost to abate any such additional materials will be added to the contract as Additional Services, in accordance with the provisions of Article 21 "Claims for Cost of Additional Work".

ARTICLE 41. RESERVED

ARTICLE 42. AS-BUILT DRAWINGS

CONTRACTOR will keep an accurate record of all changes and deviations from the Project Plans and Specifications and submit to COUNTY one set of "As-Built" drawings including dimension, location of underground utilities, etc., upon completion of the work. As-Built drawings will be drawn and submitted in such a format as prescribed by COUNTY.

ARTICLE 43. EXISTING CONDITIONS

The Contractor shall, before the conditions are disturbed, give immediate (within 8 hours) verbal notice to the onsite Construction Manager and/or onsite County representative to be followed up by written notice within 24 hours of initial discovery to the Construction Manager and COUNTY of:

- a. Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or
- b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

The Design Professional and/or COUNTY shall investigate the site conditions within 24 hours after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an adjustment shall be made pursuant to Article 20 of the General Conditions, Changes in the Work.

No request by CONTRACTOR for an adjustment to the contract under this clause shall be allowed, unless CONTRACTOR has given the written notice required; provided, that the time prescribed in this clause for giving written notice may be extended by the COUNTY.

No request by the CONTRACTOR for an adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

ARTICLE 44. BUILDER'S RISK

CONTRACTOR will be responsible for equipment, materials, and supplies until completion of the project and acceptance by COUNTY.

END OF EXHIBIT "B" - GENERAL CONDITIONS



ARIZONA STATUTORY BID BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES

KNOW ALL MEN BY THESE PRESENTS THAT: _____
hereinafter "Principal"), as Principal, and _____
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with
its principal offices in the City of _____, holding a certificate of authority to transact surety
business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article
1, as Surety, are held and firmly bound unto Pima County, Arizona, (hereinafter "Obligee"), in the sum of Ten
Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described
below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators,
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the work titled:

IFB-PO-2000052
INA ROAD CONSTRUCTION DEBRIS LANDFILL PHASE I - CLOSURE

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter
into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates
of insurance as specified in the specifications with good and sufficient surety for the faithful performance of the
contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the
event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if
the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount
specified in the proposal and such larger amount for which the Obligee may in good faith contract with another
party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force
and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona
Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that
section to the extent as if it were copied at length herein.

Witness our hands this _____ day of _____, 20____.

By: _____
Principal

By: _____
Surety



ARIZONA STATUTORY PERFORMANCE BOND

PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____
hereinafter "Principal"), as Principal, and _____
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with
its principal office in the City of _____, holding a certificate of authority to transact surety business
in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and
firmly bound unto Pima County, Arizona (hereinafter "Obligee") in the amount of _____
_____, for the payment whereof, Principal and Surety bind themselves, and their heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated
_____ for:

IFB-PO-2000052 INA ROAD CONSTRUCTION DEBRIS LANDFILL PHASE I - CLOSURE

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully
performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during
the original term of the contract and any extension of the contract, with or without notice to the Surety, and during
the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings,
covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may
hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void.
Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2,
Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the
provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copies at
length in this contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees
that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20____.

By: _____
Principal

By: _____
Surety



ARIZONA STATUTORY PAYMENT BOND

PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____
(hereinafter "Principal"), as Principal, and _____ (hereinafter
"Surety"), a corporation organized and existing under the laws of the State of _____, with
its principal office in the City of _____, holding a certificate of authority to transact surety business
in Arizona issued by the Director of Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety,
are held and firmly bound unto Pima County, Arizona, and Pima County (hereinafter "Obligee") in the amount of
_____, for the payment whereof, Principal and Surety bind
themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated _____
_____ for:

IFB-PO-2000052 INA ROAD CONSTRUCTION DEBRIS LANDFILL PHASE I - CLOSURE

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length
herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal promptly
pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in
the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force
and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2,
Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the
provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent
as if it were copied at length in this contract.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees
that may be fixed by a judge in the court.

Witness our hands this _____ day of _____, 20____.

By: _____
Principal

By: _____
Surety

SMALL BUSINESS ENTERPRISE (SBE) DOCUMENTS

(14 pages including this page)



SMALL BUSINESS ENTERPRISE DOCUMENTS

PIMA COUNTY PROCUREMENT

SMALL BUSINESS ENTERPRISE SBE

Revised: December 2017

**Pima County Procurement Department
Business Enterprise Division
130 West Congress Street, 3rd Floor, Tucson, Arizona 85701
(520) 724-3807 / Fax (520) 724-4434**



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SBE INSTRUCTIONS TO BIDDERS

The SBE Program is a certification program that offers incentives to small businesses in the Tucson Metropolitan Area interested in doing business with Pima County on contracts administered by the County's Procurement Department, Business Enterprise Division which may include, bid preferences and subcontracting goals for construction, professional services goods and services. The SBE Program is a race and gender neutral program in that, SBE applicants may be representative of any and all ethnic and gender groups. All bidders should read these SBE documents carefully.

1. PIMA COUNTY SMALL BUSINESS ENTERPRISE CODE GENERAL PROVISIONS

This project is subject to the Pima County Code, Title 20, Chapter 20.24, pertaining to participation of subcontractors. It is the responsibility of all contractors, vendors, suppliers and others interested in doing business with Pima County to read and become familiar with this section of the code.

A minimum goal of **TWO PERCENT (2%)** for participation by Small Business Enterprises (SBE) as a percentage of the base bid is established for this project.

2. SBE CERTIFIED BUSINESS DIRECTORY

The SBE vendor list available at <http://www.pima.gov/procure/sbe/SBEdir.pdf> contains the current listing of approved SBE firms that may potentially be used on this project. How the bidder utilizes SBEs from this list and in what areas to meet the goal is completely at the bidder's discretion. Only Certified SBE firms whose principal place of business is located within Pima County are eligible to meet the SBE goal on this project, including suppliers, manufacturers, subcontractors and service suppliers.

SBE MATERIALS THAT MUST BE SUBMITTED WITH THE BID

1. SMALL BUSINESS ENTERPRISE (SBE) ASSURANCES CERTIFICATION

The bidder shall complete the attached Small Business Enterprises Assurances Certification form.

The following Certification deficiencies may cause the bid to be declared non-responsive:

- **failure to elect one of the options; and/or**
- **failure to sign the form**

Failure to complete the Small Business Enterprises Assurances Certification may be just cause for declaring your bid non-responsive.

2. STATEMENT OF PROPOSED SBE UTILIZATION

The use of small business firms is encouraged regardless of whether a goal has been set. In projects containing bid alternates which may or may not be awarded, subcontracting goals will be set only for the base bid.

The firms and dollar amounts indicated on the Statement of Proposed SBE Utilization form shall be used to verify the Bidder's overall SBE utilization and determine if the Bidder meets the minimum SBE goal set for the Project. Upon award of Contract, the Bidder shall then be responsible for documenting and reporting the utilization of the firms indicated on the Statement of Proposed SBE Utilization to the Business Enterprise Program Coordinator for the duration of the project.

- A. **General:** All bidders including SBEs must comply with all requirements herein and **may use their own participation to satisfy the required goal if a certified SBE firm.** The prime contractor may count only subcontracts with certified SBE firms performing a "commercially useful function." Chapter 20.08 of the County Code contains the legal definition of "commercially useful function" and all bidders are urged to become familiar with it. A subcontractor must be responsible for a distinct portion of the work on a project and discharge its responsibility by actually performing, managing, and supervising the work involved.
- B. **Brokers and Suppliers:** One hundred percent (100%) of expenditures with SBE firms classified as suppliers or brokers may be credited toward the applicable subcontracting goal provided that the total expenditures do not exceed 25 percent (25%) of the applicable total goal. A supplier is defined as a firm that does not directly manufacture the product supplied for the project. A broker is defined as a firm supplying services or labor through the use of individuals not directly employed by the broker, i.e., employment taxes and insurance are not paid directly by the broker.
- C. **Dealers and Wholesalers:** One hundred percent (100%) of expenditures with certified SBE firms classified as dealers or wholesalers may be credited toward the applicable subcontracting goal provided that the total expenditures do not exceed 25 percent (25%) of the applicable total goal. Dealers or wholesalers are defined as firms that operate, own, and maintain a store, warehouse, or other establishment in which the materials or supplies required for the completion of the project are bought, kept in stock, and regularly sold to the public in the usual course of business. To be considered as a dealer, the firm shall be engaged in, as its principal business, and its own name, the purchase and sale of the products. A dealer or wholesaler in such bulk items as: steel, cement, gravel, stone, and petroleum products shall keep such products in stock and available for sale.

3. CERTIFICATE OF GOOD FAITH EFFORT/REQUEST FOR SBE WAIVER

If the Bidder is unable to meet the minimum SBE subcontracting goal set for this project, Bidder shall complete and submit with the sealed bid the attached *Certificate of Good Faith Effort/Request for Waiver* form and documentary evidence to support a full or partial waiver. The Pima County Business Enterprise Program Coordinator may reject a request for waiver.

Good faith efforts will not be recognized if the contractor failed to contact the Pima County Business Enterprise Program Coordinator to request assistance in a timely manner (at least 3 working days) prior to the bid opening at (520) 724-3807.

The information submitted shall clearly describe whether a full or partial waiver of the SBE subcontracting goal is being sought, a clear statement of the reason(s) why the waiver should be granted, and the additional supporting information described below to document the bidder's good faith efforts. If a partial waiver is sought, the Statement of Proposed SBE Utilization form showing the SBE firms the bidder proposes to use along with a complete description of the scope of the waiver requested shall be submitted. Each request for waiver shall include:

A. Verification of advertisements for three (3) consecutive days in an approved general circulation publication, copies of notices of solicitations published in trade magazines, small business publications, and/or copies of written notification to SBEs soliciting participation in the project. Transmission/publication dates will be evaluated to determine whether the notices provided to SBEs were adequate notice to prepare a bid. Fax logs, Email read receipts and delivery notifications, scanned PDF's, and publication proofs are acceptable documentation.

B. Evidence of the bidder's efforts to divide the work into smaller units to increase the likelihood of SBE participation.

For example: Did the bidder attempt to subdivide individual trades into units within SBEs capabilities? A typical example would be to separate curbs, gutters and flatwork from structural concrete.

C. Evidence of the efforts made to negotiate with SBEs, including, at a minimum:

1. The date, name, addresses and telephone numbers of the individual contacted (the Pima County Business Enterprise Program Coordinator will verify this information);
2. Contemporaneous records of telephone calls and/or other negotiations (hand written records are acceptable);
3. A description of the information provided to SBEs describing the work to be done; and,
4. A statement containing the reasons why additional agreements with SBEs, if needed to meet the stated goals, were not reached.

D. Evidence of efforts made to assist SBEs contacted to obtain bonds and insurance which the bidder requires;

E. If the bidder determines an SBE not to be qualified to perform work, for which it is properly licensed, a written statement of the reasons for the bidder's conclusions;

-
- F. Copies of all written bids or records of verbal quotes received from SBEs; and
- G. Price alone may not be sufficient reason to reject an SBE bid. The County may waive a project goal, at least in part, if the SBE subcontractor bid(s) received by the contractor in one trade exceed the bid(s) of the lowest non-SBE competing for the same work by the lesser of fifteen percent (15%) or two hundred fifty thousand dollars (\$250,000) and no other trade area is available to meet the established SBE goal. A contractor shall not compare self-performed costs against an SBE subcontractor quote as justification for the rejection of a bid. If an excessive price was a determining factor in rejecting the bid of an SBE firm, the bidder must supply the following:
- a. Provide a brief explanation of why any of these SBE bids were rejected.
 - b. Provide documentation to show ALL other bids, both SBE and non-SBE. The County will verify all contacts and bids.
 - c. Attach additional sheet(s) so that all SBEs contacted are listed.

(The remainder of this page is intentionally left blank)

SBE COMPLIANCE

1. CONTRACTOR SBE COMPLIANCE

- A. Items of work to be awarded to SBEs shall be performed by the designated SBE or a substitute approved by the Pima County Business Enterprise Program Coordinator. The work shall not be performed by the Contractor in place of the designated SBE subcontractor without prior approval by the Pima County Business Enterprise Program Coordinator.
- B. In the event an SBE is unable or unwilling to perform the work, the contractor shall notify the Business Enterprise Program Coordinator and the Project Manager. Failure on the part of one SBE subcontractor does not relieve the contractor of responsibility for meeting the required SBE goal. The contractor shall make a good faith effort to obtain a certified SBE replacement to perform an equal or greater dollar value of work. Approval of the Pima County Business Enterprise Program Coordinator must be obtained prior to the start of work by the substitute subcontractor.
- C. **A monthly *Contractor's Statement of SBE Utilization* report shall be submitted** to the Business Enterprise Program Coordinator for each project which has been assigned SBE subcontracting goals, **commencing with the initial pay request.**

This report is to be submitted regardless of whether or not the assigned SBE subcontractors have been utilized. The information submitted on the *Contractor's Statement of SBE Utilization* report must reflect the payments made to the SBE subcontractors proposed to be utilized on the *Statement of Proposed SBE Utilization* form submitted with Contractor's bid at time of bid opening.

Contractor shall supply copies of all contracts, purchase orders, etc. with SBE firms to be used on the project at the pre-construction conference.

(The remainder of this page is intentionally left blank)

SMALL BUSINESS ENTERPRISE (SBE) ASSURANCES CERTIFICATION

The undersigned, fully cognizant of the Small Business Enterprise (SBE) requirements and of the SBE goal established for this project, hereby certifies that in the preparation of this bid for:

**SOLICITATION NO. IFB-PO-2000052 – Ina Road Construction Debris Landfill Phase I –
Closure (2INARD)**

(Check only one option)

- _____A. Bidder will meet the established SBE subcontracting goals set for this project. Bidder has made appropriate arrangements with certified Small Business Enterprises (SBEs), and has fully completed the "Bidders Statement of Proposed SBE Utilization," which is submitted with the bid. If the Bidder makes this selection, the bidder cannot submit a waiver request. Only **certified** SBE firms whose physical business is located within the Tucson Metropolitan Statistical Area are eligible to meet the SBE goal on this project
- _____B. Bidder affirms the bidder has exercised good faith efforts and was **UNABLE** to meet the established SBE subcontracting goal set for the project. Bidder claims it is entitled to a full or partial goal waiver, and bidder submits a fully documented *Certificate of Good Faith Effort/Request for Waiver* with the bid. The request for waiver will be acted on at the time the recommendation for award is made. The denial of the waiver will result in the determination that the bid is non-responsive.

NOTE: IF Option "A" is selected, Request for Waiver documents are not required.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME & TITLE: _____

FIRM NAME: _____

**THE BID MAY BE REJECTED AS NON-RESPONSIVE IF THIS
CERTIFICATION IS MISSING OR INCOMPLETE.**

STATEMENT OF PROPOSED SBE UTILIZATION

****Note: This form must be filled out completely or bid may be deemed non-responsive****
SOLICITATION NO. IFB-PO-2000052 – INA ROAD CONSTRUCTION DEBRIS LANDFILL PHASE – CLOSURE (2INARD)

COMPANY NAME	CONTACT PERSON	PHONE NO.	TRADE/MATERIALS	DOLLAR AMOUNT	% OF BASE BID

I hereby certify by signing below that the foregoing SBE firms shall be contracted to work on the trades identified above and/or supply material and/or equipment for this project. The information shown above is a true reflection of the proposed SBE utilization. **Only certified Small Business Enterprise firms whose primary or headquarters' business location is within the Pima County Statistical Area are eligible to meet the SBE goals on this project.**

SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE: _____

FIRM NAME: _____

CERTIFICATE OF GOOD FAITH EFFORT/REQUEST FOR WAIVER

The intent of this certificate is to document the good faith efforts implemented by the contractor in soliciting and utilizing Small Business Enterprise (SBE) firms in determining whether the contractor has implemented comprehensive good faith efforts. The burden of proof rests with the contractor. See the SBE INSTRUCTIONS TO BIDDERS section of these Documents. The SBE waiver requirements are available upon request by contacting the Business Enterprise Program Coordinator at (520) 724-3807 or via email at monica.dennis@pima.gov. This certificate must be submitted with the bid proposal. Pima County will notify the contractor of acceptance or rejection of this effort.

Failure to implement "good faith" efforts to the satisfaction of Pima County will result in rejection of the bid as non-responsive. **Good faith efforts will not be recognized if the contractor failed to contact the Pima County Business Enterprise Program Coordinator to request assistance in a timely manner (at least three working days) prior to the bid opening at (520) 724-3807.**

I, _____, do hereby acknowledge that I am the _____
of _____ who is a bidder/prime contractor for Pima County

SOLICITATION NO. IFB-PO-2000052 – Ina Road Construction Debris Landfill Phase I – Closure (2INARD)

I hereby certify that I have used comprehensive "good faith" efforts to solicit and utilize SBEs to meet the SBE goal of this contract as demonstrated by my responses to the following questions:

1. Is a partial waiver or a complete waiver being sought? Please Explain. (If a partial waiver is being sought, the Statement of Proposed SBE Utilization form must be filled out completely and included with the bid).

2. Contractors are encouraged to select portions of work to be subcontracted in a manner which will increase the likelihood of meeting the SBE goal. In selecting work to be subcontracted contractors will consider, where appropriate, breaking down contracts into economically feasible units to facilitate SBE participation.

Which portions of the contract, in terms of the nature of the work, were selected to be subcontracted to SBE firms? Attach supporting documentation if available. (e.g. memos, proposal, project breakdown, etc.)

- In the space provided below, or on attached sheets

- | Company | Contact | Telephone | Explanation for Rejecting Bids |
|---------|---------|-----------|--------------------------------|
|---------|---------|-----------|--------------------------------|

[illegible]



4. Explain any efforts undertaken to provide SBE firms with information about project plans, specifications and requirements of the contract.

5. Describe any efforts undertaken to assist interested SBE firms in obtaining bonding, line of credit, or insurance required by the Bidder for the contract:



6. Describe any other efforts initiated to provide special assistance to SBE firms interested in participating in the project:

7. Describe in detail any supplemental items or efforts which you wish to have the Department consider as part of your Good Faith Effort. Attach additional sheets as needed.
