



SANTA CRUZ COUNTY, ARIZONA  
REQUEST FOR PROPOSALS (RFP)

**BID NUMBER: B-05-18-CO05**

HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT

Release Date: July 16, 2018  
Release Time: 9:00 A.M. (Arizona Time)

**RFP packets may be obtained at:**

Santa Cruz County  
Public Works Department  
Gabilondo-Zehentner Centennial County Service Center  
275 Rio Rico Drive  
Rio Rico, Arizona 85648

or downloaded at:  
<https://www.santacruzcountyaz.gov/286/Bids-Solicitations>

**IMPORTANT DATES**  
**(Dates may be subject to change. All times are in Arizona Time.)**

<b>ACTIVITY</b>	<b>DATE/TIME</b>
RFP Release/Advertisement	July 16, 2018 at 9:00 a.m.
Pre-Bid Meeting	July 27, 2018 at 10:00 a.m.
Deadline to Submit Questions on RFP	August 6, 2018 by 5:00 p.m.
Deadline to Submit Bids	August 16, 2018 by 2:30 p.m.
Award Recommendation to County Board of Supervisors	TBD

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## NOTICE TO BIDDERS

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05

Notice is hereby given that the Office of the Clerk of the Santa Cruz County Board of Supervisors (“Clerk”) is requesting bids pursuant to a Request for Proposal (RFP) on the following project:

HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT

### **WHERE TO OBTAIN RFP PACKET:**

You may obtain a RFP packet at the following address or website:

Santa Cruz County  
Public Works Department  
Gabilondo-Zehentner Centennial County Service Center  
275 Rio Rico Drive  
Rio Rico, Arizona 85648  
<https://www.santacruzcountyaz.gov/286/Bids-Solicitations>

### **PRE-BID MEETING:**

To be eligible to bid on this project, interested bidders must attend the *mandatory Pre-Bid Meeting*, which will held on **July 27, 2018 AT 10:00 A.M. (ARIZONA TIME)** at the Meeting Room of the Santa Cruz County Board of Supervisors, located at the Santa Cruz County Complex, 2150 North Congress Drive, Suite 120, Nogales, Arizona 85621.

### **BID LABELING INSTRUCTIONS:**

Bidders must label their bids as follows:

CONSTRUCTION BID  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05

### **WHERE TO SUBMIT BID TO:**

Bidders must submit **A THUMB DRIVE CONTAINING THE ENTIRE BID plus ONE (1) ORIGINAL AND THREE (3) COPIES** of their bid to the following person and address:

Attention: Melinda Meek, Clerk  
Santa Cruz County Board of Supervisors  
Santa Cruz County Complex  
2150 North Congress Drive, Suite 119  
Nogales, Arizona 85621

Bidders are responsible for the submission of their bids and should direct their couriers or package delivery companies (e.g., UPS, FedEx, etc.) to deliver bids to the Clerk of the Santa Cruz County Board of Supervisors (“Clerk”). Bidders are responsible for ensuring their bids are received by the Clerk on or before the Bid Submittal Deadline. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified in the solicitation document. Bids that are mailed to an incorrect address or received after the Bid Submittal Deadline will be returned unopened to the sender and will not be considered for an award of contract. The governing time for the Bid Submittal Deadline is Arizona Time.

**DEADLINE TO SUBMIT BID:**

Bids must be submitted on or before **AUGUST 16, 2018 BY 2:30 P.M. (ARIZONA TIME)** and they will be publicly opened and read shortly thereafter.

**DEADLINE TO SUBMIT QUESTIONS ON RFP:**

Any questions about this RFP must be e-mailed on or before **July 6, 2018 BY 5:00 P.M. (ARIZONA TIME)** to the following person:

Jesus J. Valdez, P.E., Director  
Santa Cruz County Public Works Department  
[jvaldez@santacruzcountyaz.gov](mailto:jvaldez@santacruzcountyaz.gov)

It is the sole responsibility of the bidder to comply with any and all addenda issued during this RFP action. Small business enterprises and disadvantaged business firms are encouraged to participate.

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Jesus J. Valdez, P.E., Director  
Santa Cruz County Public Works Department

Published: Nogales International Newspaper on July 17<sup>th</sup> and 20<sup>th</sup>, 2018; Daily Territorial Newspaper on July 20<sup>th</sup> & 23<sup>rd</sup>, 2018.

# **INSTRUCTIONS TO BIDDERS**

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05

## **INTRODUCTION**

The Santa Cruz County Public Works Department is interested in removing the existing bridge, constructing a new 80-foot long AASHTO Type III girder bridge, approach slabs with concrete barrier, retaining walls, guardrail, borrow, chip seal roadway pavement surface, and bank protection.

## **ACCEPTANCE PERIOD**

Unless otherwise specified herein, bids must remain open and firm for a period of **NINETY (90) DAYS** from the date of bid opening for inspection purposes.

## **ACCESSIBILITY**

The Bidders must fully inform themselves regarding any peculiarities and limitations of the workspaces available for the performance of work under this contract. Bidders must exercise due and particular caution to determine that all parts of the work are made quickly and easily accessible.

## **ADDENDA ACKNOWLEDGMENT**

Each bid must include specific acknowledgment in the space provided of the receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the bid being rejected as nonresponsive.

## **AFFIDAVIT OF NON-COLLUSION**

Arizona Revised Statutes (A.R.S.) § 34-253 requires an “Affidavit of Non-Collusion” from each bidder. A Bidder who fails to provide this affidavit to the COUNTY shall have its bid disqualified. The form for the affidavit is provided in this solicitation. The affidavit must be signed before a Notary Public to be considered valid.

## **AGREEMENT**

Submission of a signed bid will be interpreted to mean that Bidder has agreed to all the terms and conditions of this solicitation. Bidder’s signed bid and the COUNTY’s written acceptance of the bid and/or purchase order will constitute a contract.

## **AUTHORIZED SIGNATURES**

Every bid must be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the work. Upon request of the COUNTY, any agent submitting a bid on behalf of a Bidder must provide a current power of attorney certifying the agent’s authority to bind the Bidder.

1. **Individuals.** If an individual makes the bid, his or her name, signature, and mailing address must be shown.
2. **Firms and Partnerships.** If a firm or partnership makes the bid, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
3. **Corporations.** If a corporation makes the bid, the bid must show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the title of the person signing on behalf of the corporation. Upon request by the COUNTY, the corporation must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the bid to execute contracts on behalf of the corporation.

### **AWARD OF CONTRACT**

1. **Supplies, Materials, Equipment, And Contractual Services (Other Than Professional Services) Not Subject to A.R.S. Title 34, Chapter 2:** A contract will be awarded to the lowest responsible bidder whose bid conforms to the Request for Proposals (RFP) and is most advantageous to the COUNTY in terms of price, conformity to the specifications, and other factors.
2. **Services Subject To ARS Title 34, Chapter 2:** A contract will be awarded to the lowest responsible bidder.

### **BID FORM**

Bids must be submitted on the COUNTY's bid forms or else they will be rejected.

### **BID OPENING AND BID RESULTS**

Bids are opened publicly in the office of the Clerk and interested parties are invited to attend. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request. You may request a tabulation of bids by calling the Santa Cruz County Public Works Department at (520) 375-7830. Bid results will not be provided to you over the telephone.

### **BID SUBMITTAL**

Bidders must submit **ONE (1) ORIGINAL AND THREE (3) COPIES** of their bid to the following address:

Attention: Melinda Meek, Clerk  
Santa Cruz County Board of Supervisors  
Santa Cruz County Complex  
2150 North Congress Drive, Suite 119  
Nogales, Arizona 85621

#### ***1. Mailing/Delivery Requirements***

Bids must be submitted in a sealed envelope bearing the name of the Bidder, mailing address, phone number, as well as the project name, type of construction, and bid number

(i.e., CONSTRUCTION BID / SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / HARSHAW ROAD BRIDGE / RECONSTRUCTION PROJECT / BID NUMBER: B-05-18-CO05) in accordance with the instructions provided in the foregoing “Notice To Bidders.” No oral, electronic, telegraphic, or telephonic bids will be considered unless otherwise specified herein. Bidders are responsible for the submission of their bids and should direct their couriers or package delivery companies (e.g., UPS, FedEx, etc.) to deliver bids to the office of the Clerk.

## **2. Cover Page and Table of Contents Requirements**

The Bidder must submit a *Cover Page*, that does not exceed one page, and a *Table of Contents*, that does not exceed one page.

## **3. Body of Bid Requirements**

The body of the bid must be typed in either the Times New Roman (12 point) or Arial (10 point) fonts. An 11 inch x 17 inch folded page will count as one page. Font size restrictions do not apply to organizational sheets.

## **4. Section Separation Requirements**

Do not use tabs for section separation. Instead, use 8.5 inch x 11 inch plain or colored sheets of paper for section separation and label the section separator.

### **BID SUBMITTAL DEADLINE**

The Bid Submittal Deadline is **AUGUST 16, 2018 AT 2:30 P.M. (ARIZONA TIME)**. The Bid Submittal Deadline is shown on the foregoing “Notice to Bidders” form. Bids must arrive at the office of the Clerk before the Bid Submittal Deadline. The governing time for the Bid Submittal Deadline is Arizona Time. Bids will not be opened or revealed before this deadline. Bids received after the deadline are untimely and will not be considered for an award of contract. Bids that are mailed to an incorrect address or received after the Bid Submittal Deadline will be returned unopened to the sender and will not be considered for an award of contract. Bidders are responsible for ensuring their bids are received by the Clerk on or before the Bid Submittal Deadline.

### **BID SUBMITTAL DEADLINE, EXTENSION OF**

The COUNTY reserves the right to change the Bid Submittal Deadline when it is in the best interest of the COUNTY.

### **BID WITHDRAWAL**

Bidders’ authorized representatives may withdraw bids only by written request received by Jesus Valdez, P.E., Director, Santa Cruz County Public Works Department on or before the Bid Submittal Deadline. Thereafter, Bidders may not withdraw their bids for a period of **NINETY (90) DAYS** from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw his or her bid.



### **BRAND NAMES**

The manufacturer's names, trade names, brand names, model numbers, and catalog numbers contained in these specifications are used for the purpose of describing and establishing general quality levels. These references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

### **CANCELLATION OF SOLICITATION**

The COUNTY may cancel this solicitation at any time when the COUNTY deems it to be in its best interest.

### **COMPLIANCE OR DEVIATION TO SPECIFICATIONS**

Bidder hereby agrees that the material, equipment, and services offered will meet all of the requirements of the specifications in this solicitation unless deviations from them are *clearly indicated* in the Bidder's response. Bidder may submit an attachment entitled, "Exceptions to Specifications," which must be signed by Bidder's authorized representative. An explanation must be made for each item in which an exception is taken, providing—in detail—the extent of the exception and the reason why it is taken. *Bids failing to comply with this requirement will be considered non-responsive.* Submittal of brochure or other manufacturer literature is desirable but may not be used as a substitution for this requirement.

### **CONTRACT, COMBINATION OR CONSPIRACY TO RESTRAIN TRADE OR COMMERCE; VIOLATION; CLASSIFICATION**

Pursuant to A.R.S. § 34-252, a person who enters into any contract, combination, conspiracy or other act in restraint of trade or commerce which is unlawful under title 44, chapter 10, and article 1 is guilty of a class 4 felony if the contract, combination, conspiracy or other unlawful act in restraint of trade or commerce involves:

1. A contract between a governmental agency and a person for the purchase of equipment, labor or materials or for the construction or repair of highways, buildings or structures, or additions or alterations to highways, buildings or structures.
2. A subcontract with a Bidder or proposed Bidder for a governmental agency for the purchase of equipment, labor or materials or for the construction or repair of highways, buildings or structures, or additions or alterations to highways, buildings or structures.

### **SUSPENSION FROM BIDDING**

Pursuant to A.R.S. § 34-257, any governmental agency may suspend for a period of up to three years from the date of conviction any person and any subsidiary or affiliate of any person from further bidding to the agency and from being a SUB-CONTRACTOR to a CONTRACTOR with the agency or a supplier to the agency if that person or any officer, director, employee or agent of that person is convicted of entering into any contract, combination, conspiracy or other unlawful act in restraint of trade or commerce in the courts in this state, or of similar charges in any federal court or a court in any other state.

### **CONTRACT LENGTH**

This RFP is for awarding a lump sum price contract to cover a **ONE HUNDRED AND EIGHTY (180) CONSECUTIVE DAYS** construction period from the date of the "Notice to Proceed" on

the SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / HARSHAW ROAD BRIDGE / RECONSTRUCTION PROJECT/ BID NUMBER: B-05-18-CO05.

### **CORRECTIONS OR MODIFICATIONS TO BIDS**

The following rules apply to corrections or modifications made to bids before the Bid Submittal Deadline:

- 1. Authorize Modification.* All modifications must be made in ink, properly initialed by Bidder’s authorized representative, executed, and submitted in the same form and manner as the original bid. Bids that contain omissions or improper erasures or irregularities may be rejected.
- 2. Withdraw, Modify, and Resubmit.* Any Bidder who wishes to make modifications to a bid already submitted to the COUNTY must withdraw their bid to make the modifications. A Bidder’s authorized representative may withdraw the bid only by written request received by the Clerk before the Bid Submittal Deadline. It is the responsibility of the Bidder to ensure that modified or withdrawn bids are resubmitted before the Bid Submittal Deadline.
- 3. Prohibited Modifications.* No oral, electronic, telegraphic, or telephonic modifications will be accepted.

### **DISQUALIFICATION OF BIDDER**

If there is reason to believe that collusion exists among the bidders, the COUNTY may refuse to consider bids from the participants in such collusion. No person, firm, or corporation under the same or different name, must make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-bid to a bidder or who has quoted prices on materials to a bidder is not thereby disqualified from submitting a sub-bid or quoting prices to other bidders.

A reasonable ground for believing that a bidder is interested in more than one bid—for the same project—will cause the rejection of all bids by the bidder. If there is reason to believe that collusion exists among the bidders, the COUNTY may refuse to consider bids from the participants of any such collusion. Bidders must submit, as part of their bid documents, a notarized “Non-Collusion Affidavit,” attached hereto as “*Exhibit 5*” and incorporated herein by this reference.

### **DOCUMENTS TO BE RETURNED WITH BID**

Failure to completely execute and submit the required documents before the Bid Submittal Deadline will render a bid non-responsive. These documents are listed on the form entitled, "Documents to Be Submitted with Bid," attached hereto as “*Exhibit 1*” and incorporated herein by this reference.

### **EMERGENCY PROCUREMENTS**

Pursuant to A.R.S. § 34-604, the COUNTY may make or authorize others to make emergency procurements of architect services, construction-manager-at-risk construction services, design-bid-build construction services, design-build construction services, engineer services, job-order-contracting construction services, landscape architect services, assayer services, geologist services, or land surveying services if a threat to the public health, welfare or safety exists or if a situation exists that makes compliance with this title impracticable, unnecessary or contrary to the

public interest except that these emergency procurements must be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular Bidder must be included in the contract file.

### **EXAMINATION OF SOLICITATION DOCUMENTS**

It is the responsibility of the Bidder to carefully and thoroughly examine and fully inform themselves as to the conditions and requirements of the legal and procedural documents, terms and conditions, bid forms, specifications, drawings, plans, and any addenda, hereinafter referred to as “Solicitation Documents.” Bidder must be satisfied as to the character, quantity, and quality of work to be performed and the materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Solicitation Documents. Bidder will in no way be relieved from any obligations with respect to the bid or contract due to failure or neglect to examine the Solicitation Documents.

The submission of a bid will constitute an acknowledgment upon which the COUNTY may rely on that the bidder has thoroughly examined and is familiar with the Solicitation Documents. The failure or neglect of a bidder to receive or examine any of the Solicitation Documents will in no way relieve the bidder from any obligations with respect to the bid. No claim will be allowed for additional compensation that is based upon a lack of knowledge of the Solicitation Documents.

### **EXPERIENCE AND COMPETENCY**

The Successful Bidder—at a minimum—must have performed **THREE (3)** projects similar in size and scope to this project. Bidder must submit list and detailed descriptions of applicable projects with bid. The COUNTY reserves the right to deviate from this requirement if, in its sole discretion, it is advantageous for the COUNTY to do so. Bidder must possess applicable CONTRACTOR’S License for the work called for in the Solicitation Documents.

### **FEDERAL AID CONTRACTS**

Pursuant to A.R.S. § 34-244, if any provision or condition of this article or sections 34-301, 34-302 or 38-481 conflicts with any provision of federal law or any rule or regulation made under federal law pertaining to federal aid contracts, such provision or condition will not apply to federal aid contracts. However, all provisions or conditions of sections that are not in conflict will apply to the federal aid contracts.

### **FORMS**

Bids must be made on the blank forms prepared and provided by the COUNTY. Bids must give the prices proposed (both in writing and in figures when required), provide all other information requested, and must be signed by the Bidder’s authorized representative. The COUNTY may provide some documents or pages in this solicitation on colored pages; these pages should be completed and returned with your bid.

1. **Notice to Bidders.** Follow all instructions provided in the foregoing “Notice to Bidders” herein.
2. **Lump Sum Pricing.** This project has a lump sum pricing format that consists of separate bid items as defined in the project specifications. The COUNTY reserves the right to award any or all of the ten items as a single contract for the project to the successful bidder.

3. Bidders must include in their bid, separately and distinctly, all materials, labor, equipment, services, overhead, profit, taxes, bonds, and other costs required for the completion of work on **each item bid upon**.
4. ***Completion of Documents.*** Bidders must complete and submit all required documents. Bidders should refer to the “Documents to Be Submitted With Bid,” attached hereto as “*Exhibit 1*” and incorporated herein by this reference. Failure of Bidder to complete and return all required bid documents might result in the rejection of a bid.
5. ***Addenda.*** If changes are made to the RFP, the COUNTY will notify all plan holders by issuing addenda. Addenda to the solicitation become part of the COUNTY’s approved plans. Bidders must acknowledge addenda in the manner set forth in the “Instructions to Bidders” section of this RFP. Bidders should immediately read all correspondence they receive from the COUNTY and notice whether they are required to sign and return it by the Bid Submittal Deadline. Addenda will be distributed to Bidders either electronically via e-mail or Bidders may pick up a hard copy of addenda at the office of the Clerk if e-mail is unavailable. Addenda will not be faxed to bidders.
6. ***Bids from Individuals.*** If an individual makes a bid, his or her name, signature, and post office address must appear on the bid.
7. ***Bids from Firms or Partnerships.*** If a firm or partnership makes the bid, the name and mailing address of the firm or partnership ***and*** the signature of at least one of the general partners must appear on the bid.
8. ***Bids from Corporations.*** If a corporation makes the bid, the bid must show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, ***and*** the title of the person who signs on behalf of the corporation. Additionally, a ***certified copy*** of the bylaws or resolution of the board of directors of the corporation must be furnished showing the authority of the officer signing the bid to execute contracts on behalf of the corporation.

### **INDELIBLE SIGNATURES, PRICES, ETC.**

All information, prices, notations, signatures, and corrections must be indelible (i.e., not pencil). Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the bid.

### **INDEPENDENT BIDDER**

Bidder covenants that it presently has no interest, and must not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Bidder further covenants that, in the performance of this contract, no SUB-CONTRACTOR or person having such an interest must be employed. Bidder certifies that to the best of his or her knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the COUNTY. It is expressly agreed by Bidder that in the performance of the services required under this contract, Bidder, and any of its SUB-CONTRACTORS or employees, will at all times be considered independent Bidders.

Neither Bidder, nor Bidder's officers, agents, or employees must be considered employees of the COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Bidder must be responsible for payment of all federal, state, and local taxes associated with the compensation received pursuant to this contract and must indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Bidder's failure to pay such taxes. Bidder will be solely responsible for program development and operation.

### **INFORMED BIDDERS**

Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

### **LATE BIDS**

Late bids *will not be considered* and will be returned to bidders unopened. It is the Bidder's responsibility to ensure that their bids have sufficient time to be received by the Clerk before bid opening. Additionally, it is the bidder's responsibility to ensure that its bid is delivered to the correct COUNTY office. Bids delivered by the Bid Submittal Deadline to an office other than the office of the Clerk will not be considered for award.

### **LAWS, BIDS MUST COMPLY WITH**

All bids must comply with current federal, state, local, and other applicable laws. The successful bidder also must be prepared to comply with all local, state, and federal safety and environmental requirements.

### **COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT**

1. The CONTRACTOR warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A, which states: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer."
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the CONTRACTOR maybe subject to penalties up to and including termination of the contract.
3. Failure to comply with a State audit process to randomly verify the employment records of CONTRACTORS and SUB-CONTRACTORS shall be deemed a material breach of the contract and the CONTRACTOR may be subject to penalties up to and including termination of the contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the CONTRACTOR or SUB-CONTRACTOR is complying with the warranty under A.R.S. § 23-214, Subsection A.

## **MEASUREMENTS**

It is the responsibility of the Bidder to make all measurements to determine his or her bid price. The COUNTY will not be responsible for determining the quantities of materials necessary to complete the work specified.

## **MODIFICATION OF BIDS**

(See foregoing “Corrections or Modifications to Bids” section.)

## **NARRATIVE OF BID**

Bidders should keep the narrative portion of their bids to ten (10) pages or less. Exhibits and attachments are unrestricted. Bids must contain all information listed, and in the order listed in the Table of Contents.

## **NOMENCLATURES**

The terms "CONTRACTOR," "Successful CONTRACTOR," and "Successful Bidder," may be used interchangeably herein, and must refer exclusively to the firm with whom the COUNTY enters into a contract because of this solicitation

## **NON-COLLUSION AFFIDAVIT**

Bidders are required to submit a *notarized* “Non-Collusion Affidavit,” attached hereto as “*Exhibit 5*” and incorporated herein by this reference, with their bids, using the attached affidavit form. Pursuant to A.R.S. § Title 34-253, the failure of a bidder to provide an affidavit is grounds for disqualification of their bid.

## **NOTICE OF INTENT TO AWARD**

The COUNTY may issue a “Notice of Intent to Award Contract,” attached hereto as “*Exhibit 12*” and incorporated herein by this reference. The notice would advise the successful Bidder of the deadline to submit required documents, such as insurance certificates, payment and performance bonds, etc., before a contract is awarded on the bid.

## **NOTICE OF AWARD**

The COUNTY will issue a “Notice of Award of Contract,” attached hereto as “*Exhibit 13*” and incorporated herein by this reference, that indicates the name of the Successful Bidder. The date on the notice is the start date for the project.

## **NOTICE TO PROCEED**

The COUNTY will issue a “Notice to Proceed,” attached hereto as “*Exhibit 15*” and incorporated herein by this reference, to the Successful Bidder directing and authorizing the Bidder to start work on the project.

## **OPENING OF BIDS**

All bids submitted before the Bid Submittal Deadline, irrespective of irregularities or informalities, will be opened and publicly read aloud at the time announced for the opening of bids. All interested persons are invited to be present at the opening and reading of bids. The public reading will include the name of each bidder and the total amount that each bidder bid.

## **PAYMENT/PERFORMANCE BONDS**

The Payment and Performance Bond forms are included for informational purposes and will only be executed once the COUNTY makes a decision to award the construction contract. The bidder will have **TEN (10) DAYS** to submit completed a “Statutory Payment Bond,” attached hereto as “*Exhibit 9*” and incorporated herein by this reference, and a “Statutory Performance Bond,” attached hereto as “*Exhibit 10*” and incorporated herein by this reference, upon the issuance of a “Notice of Intent to Award Contract,” attached hereto as “*Exhibit 12*” and incorporated herein by this reference.

## **PAYMENT TERMS**

Discounts for payments made **TWENTY (20) DAYS** or more from receipt of invoice will be considered in the award of a contract on the bid. Payment discounts must be clearly shown on the “Bid Form,” attached hereto as “*Exhibit 3*” and incorporated herein by this reference.

## **PRE-BID MEETING**

To be eligible to bid on this project, the CONTRACTOR must attend the **mandatory Pre-Bid Meeting**, which will held on **JULY 27, 2018 AT 10:00 A.M. (ARIZONA TIME)** at the Meeting Room of the Santa Cruz COUNTY Board of Supervisors located at the Santa Cruz COUNTY Complex, 2150 North Congress Drive, Suite 120, Nogales, Arizona 85621.

## **POSTPONEMENT OF OPENING**

The COUNTY reserves the right to postpone the date and time for opening of bids at any time before the date and time announced in the Invitation for Bids.

## **PRICE**

All bids must give the prices requested in figures as indicated, and must give all other information requested herein. Each bid must be signed by a Bidder’s authorized representative.

***IMPORTANT NOTICE: Bidders must use the pricing formula provided on the Bid Form, attached hereto as “Exhibit 3” and incorporated herein by this reference, even if their product is not sold in the units of measure shown. The COUNTY will not be responsible for converting the Bidder’s unit of measure (e.g., per ton, cubic feet, etc.), to the pricing formula provided on the Bid Form. Failure to comply with this instruction may render a bid non-responsive and cause its rejection.***

Bid prices must include everything necessary for the completion of construction and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities, and all management, superintendence, labor, services, taxes, licenses and permits required to complete the work in accordance with these Solicitation Documents, except as may be provided otherwise in these Solicitation Documents.

The work and the bid price must include providing the necessary safety precautions such as barricades, warning signs for public safety, and any necessary “cleanup” that is required to restore the work site to a satisfactory condition.

***Any items shown on the plans or details or described in the specifications that are not specifically listed in the bid item are considered included in the bid item and no additional or special compensation will be allowed.*** In the event that there is more than one bid item in the bid schedule,

the Bidder must furnish a price for all bid items in the schedule and any failure to do so will render the bid as non-responsive and may cause its rejection.

The total amount of the lump sum bid will be the sum of the total prices of all items in the bid schedule. If the price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it will be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

### **PRICE DISCREPANCIES**

The Bidder will be bound by said corrections. If there is more than one bid item in a bid schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual bid items, the *prices bid on the individual items will govern* and the total for the schedule will be corrected accordingly.

### **QUESTIONS**

If Bidders are in doubt as to the true meaning of any part of the specifications or other Solicitation Documents or if they find discrepancies or omissions in the specifications, Bidders are responsible for submitting to the COUNTY a written request for an interpretation or correction. Written requests for interpretations must be *e-mailed* on or before **AUGUST 6, 2018 AT 5:00 P.M. (ARIZONA TIME)** to the following person:

Jesus J. Valdez, P.E., Director  
Santa Cruz County Public Works Department  
E-Mail: [JValdez@santacruzcountyaz.gov](mailto:JValdez@santacruzcountyaz.gov)

The same procedure and deadline applies to Bidders who have questions regarding bid procedures or who have questions regarding bids, plans, and/or specifications. No faxes or hand-deliveries of bid questions will be accepted.

The requesting party is responsible for prompt delivery of any requests and under no circumstances will questions be answered if they are received by the COUNTY after **AUGUST 6, 2018 AT 5:00 P.M. (ARIZONA TIME)**. When the COUNTY considers interpretations necessary, interpretations will be in the form of an addendum to the Solicitation Documents, which, when issued, will be sent as promptly as is practical to all parties recorded by the COUNTY as having received Solicitation Documents. All such addenda will become a part of the contract. Oral and other interpretations or clarifications will be without legal or contractual effect. Compliance with all Addenda issued during this bid action, is the sole responsibility of the CONTRACTOR. Addenda will be posted at the following web site: <https://www.santacruzcountyaz.gov/286/Bids-Solicitations>. It is the CONTRACTOR'S responsibility to check the web site to make sure they have any and all Addenda.

It is the responsibility of each bidder to ensure the COUNTY has their correct business name and address on file. Any prospective bidder who obtained a set of Solicitation Documents from anyone other than the COUNTY is responsible for advising the COUNTY that they have a set of Solicitation Documents and wish to receive subsequent Addenda.



### **REJECTION OF BIDS**

The COUNTY reserves the right to reject any bids, all bids, or any part of a bid. The COUNTY reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the COUNTY or any other governmental agency. The COUNTY expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies owed to the COUNTY.

### **RIGHTS RESERVED IN SOLICITATION/AWARD PROCESS**

1. The COUNTY reserves the right to reject any or all bids or any part of a bid, or to withhold the award for any reason the COUNTY determines. See A.R.S. § 34-201(A)(4).
2. The COUNTY reserves the right to reject the bid of any bidder who previously failed to perform adequately for the COUNTY or any other governmental agency.
3. The COUNTY expressly reserves the right to reject the bid of any bidder who is in default on the payment of taxes, licenses, or other monies owed to the COUNTY.
4. The COUNTY reserves the right to waive any irregularities found in any bid(s).
5. The COUNTY reserves the right to consider each bid item separately and to accept the lowest responsive, responsible bid of any qualified bidder for one or more bid items deemed in the best interest of the COUNTY.
6. The COUNTY reserves the right *not* to award a contract.

### **SPECIFICATIONS, CHANGES TO**

The parties will not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature *not set forth herein or by written addenda*. No changes, amendments, or modifications of any of the terms or conditions of the bid specification will be valid unless reduced to writing and signed by both parties.

### **SPECIFICATIONS, DEFINITION**

The term "specification" or "bid specification" as used in this solicitation will be interpreted to mean all the pages that make up this bid solicitation, including *but not limited* to the Invitation for Bids, Terms and Conditions, General Construction Specification, Detailed Specifications, Bid Form, Workers Compensation Insurance Certificate, and Contract form.

### **STORM WATER PREVENTIONAL PLAN (SWPPP) COMPLIANCE**

Although, a SWPPP is not required for this project, the Successful Bidder needs to furnish and maintain a best management plan (BMP).

### **TAXES**

Successful bidder must pay all federal, state and local taxes, levies, duties, and assessments of every nature due in connection with any work under the contract and must indemnify and hold harmless the COUNTY from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Bid prices must include allowance for said taxes. The COUNTY is exempt from Federal Excise Taxes.

**TERMS OF THE OFFER**

COUNTY's acceptance of bidder's offer will be limited to the terms herein unless expressly agreed upon, in writing, by the COUNTY. *Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.*

**WITHDRAWAL OF BID**

Bidder's authorized representative may withdraw their bid only by written request received before the Bid Submittal Deadline.

## **TERMS AND CONDITIONS**

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05

### **AMERICANS WITH DISABILITIES ACT**

Bidder must comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-122313), and all applicable federal regulations under the Act, including 28 CFR Parts 35 & 36.

### **ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

Bidder must not assign, transfer, or sell any rights or obligations to the contract resulting from this bid, in whole or in part, without first obtaining the specific written approval of the COUNTY. Approval may be withheld at the sole discretion of the COUNTY, provided that such approval will not be unreasonably withheld.

In entering into an agreement or subcontract to supply goods or services pursuant to a public works contract, the Bidder or SUB-CONTRACTOR offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have, arising from purchases of goods or services pursuant to the public works contract or the subcontract. Such assignment must be made and become effective at the time the awarding body tenders final payment to the Bidder, without further acknowledgment by the parties.

### **ATTORNEY FEES**

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party will be entitled to receive, in addition to its costs, such sum as the Court may adjudge reasonable as to attorney’s fees and costs.

### **AUTHORITY OF THE COUNTY**

Subject to the power and authority of the COUNTY as provided by law in this contract, the COUNTY will in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The COUNTY will decide the questions that may arise relative to the fulfillment of the contract or the obligations of the Bidder hereunder.

### **AUTHORIZED CONTRACTOR/DISTRIBUTOR**

Successful Bidder must be an Authorized CONTRACTOR for the type of construction offered *or* with his or her bid and must submit documentation from an authorized distributor from whom the specified materials were purchased. Said documentation must state that the distributor will honor all manufacturers' warranties.

### **AWARD AND EXECUTION OF CONTRACT**

Award and execution of Contract will be as provided for herein.

### **CHANGES IN WORK**

The COUNTY may, at any time work is in progress, by written order and, with or without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the COUNTY may find necessary or desirable. Such alterations and changes shall not invalidate this Agreement or release the surety and the CONTRACTOR agrees to perform the work as altered, as if it has had been part of the original contract documents. Changes in work and the amount of compensation to be paid to the Bidder for any extra work ordered will be determined in accordance with this RFP.

COUNTY and CONTRACTOR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Order. Upon reaching an agreement, the COUNTY and CONTRACTOR shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

The following change orders require the approval of the COUNTY's Board of Supervisors (BOS): changes to contracts that originally required approval of the Board of Supervisors; and changes to contracts that cause the total of the contract to exceed the amount that requires BOS approval.

### **COMPLIANCE WITH SAFETY & HEALTH LAWS**

Bidder agrees that all work performed and completed on the SANTA CRUZ COUNTY, ARIZONA ("COUNTY") / HARSHAW ROAD BRIDGE / RECONSTRUCTION PROJECT / BID NUMBER: B-05-18-CO05 will comply with all applicable Federal and state occupational safety and health laws, standards, and regulations and that Bidder will indemnify, defend and hold the COUNTY harmless for any failure to so conform.

### **CONSTRUCTION ACTIVITY**

All construction activity should be coordinated to limit disruption to vehicular traffic and pedestrians. The CONTRACTOR is responsible for traffic control and the safety of the public and workers.

### **CONSTRUCTION CLEANUP**

Throughout all phases of the construction, including suspension of work, Successful Bidder shall keep the site reasonably free from debris, trash, and construction wastes to permit Bidder to perform its construction services efficiently, safely, and without interfering with the use of adjacent land areas by others. Upon Substantial completion of the work, or a portion of the work, Bidder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the work or applicable portions thereof.

Bidder shall take whatever steps, procedures, or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the COUNTY and in accordance with the requirements of the COUNTY.

Only materials and equipment which are to be used directly in the work shall be brought to and stored on the work site by the Successful Bidder. When equipment is no longer required for the work, it shall be removed from the work site. Protection of construction materials and equipment

stored at the site from weather, theft, damage and all other adversity is solely the responsibility of the Successful bidder.

### **CONTRACT INCORPORATION**

This contract embodies the entire contract between the COUNTY and the Bidder. The complete contract will include the entire contents of the “Notice to Bidders” and all pages that make up this RFP, including but not limited to the General Provisions, Terms and Conditions, Special Provisions, any and all addenda, all of Bidder’s successful submittals, all supplemental agreements, all change orders, all bond(s), and any and all written agreements which alter, amend, or extend the contract.

### **CONTRACT LENGTH**

This Request for Proposal (RFP) is for awarding a lump sum price contract to cover a **ONE HUNDRED AND EIGHTY (180) CONSECUTIVE DAYS** construction period from the issuance of the Notice to Proceed, attached hereto as “*Exhibit 15*” and incorporated herein by this reference, on the SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / HARSHAW ROAD BRIDGE / RECONSTRUCTION PROJECT / BID NUMBER: B-05-18-CO05.

### **COOPERATION BETWEEN BIDDERS**

The COUNTY reserves the right to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are granted within the limits of any one project, each Bidder must conduct their work so as not to interfere with or hinder the progress or completion of the work being performed by other Bidders. Bidders working on the same project must cooperate with each other as directed by the COUNTY. Each Bidder involved must assume all liability, financial or otherwise, in connection with the contract and must protect and save harmless the COUNTY from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Bidders working within the limits of the same project.

### **DAMAGE**

The Bidder will be held responsible for any breakage, loss of the COUNTY’s equipment or supplies through negligence of the Bidder or Bidder’s employee or SUB-CONTRACTOR while working on the COUNTY’s premises. The Bidder must immediately report to the COUNTY any damages to the premises resulting from services performed under this contract. ***The Bidder will be responsible for restoring or replacing with equivalent quality and quantity any equipment, supplies, facilities, or other COUNTY assets so damaged.*** The COUNTY reserves the right to deduct as liquidated damages the replacement value (including any installation costs) equivalent to COUNTY assets that were damaged by Bidder or Bidder’s employees or SUB-CONTRACTOR and which were not replaced by the Bidder before the completion of the contract

### **EXECUTION OF CONTRACT**

***Time is of the essence of this contract.*** The Successful Bidder must execute the contract, including but not limited to signing all necessary documents and submitting all required bonds and evidence of insurance within **THIRTY (30) DAYS** from the date the “Notice of Award” is ***personally delivered*** to Successful Bidder ***or*** within **THIRTY FIVE (35) DAYS** from the date the “Notice of Award” is ***mailed*** to Successful Bidder.

One copy of the contract will be returned to the Bidder after the COUNTY of Santa Cruz executes the contract. In case of failure of the Bidder to execute and return the contract and all required documents within the time allowed, the COUNTY, at its option, may consider that the bidder has abandoned the contract, in which case the bid security bond will be forfeited by the bidder and become the property of the COUNTY.

#### **F.O.B. POINT & SHIPPING CHARGES**

All prices must be quoted *F.O.B. destination, Harshaw Road, Patagonia, Arizona 85624 (Latitude: 31°31'28.91" N, Longitude: 110°42'27.60" W)*. The Bidder is responsible for all delivery, freight, shipping charges, and unloading of equipment.

#### **FORCE MAJEURE**

If execution of this contract will be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Bidder, the Bidder must notify the COUNTY, in writing, within **TWENTY-FOUR (24) HOURS**, after the delay. Such causes may include but are not limited to acts of nature, war, or acts of public enemy, acts of any governmental agency in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather.

#### **INDEMNIFICATION CLAUSE**

The CONTRACTOR agrees to defend, indemnify, save and hold harmless the County of Santa Cruz, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as "indemnitee," from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the CONTRACTOR to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the CONTRACTOR will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the CONTRACTOR agrees to waive all rights of subrogation against the COUNTY, its officers, officials, agents and employees for losses arising from the work performed by the CONTRACTOR for the COUNTY.

The insurance, its limits, amount and type required herein shall in no way be construed as limiting the scope of this indemnity.

#### **INSURANCE REQUIREMENTS**

CONTRACTOR and SUB-CONTRACTORS shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or SUB-CONTRACTORS.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under this Contract by the CONTRACTOR, his agents, representatives, employees, or SUB-CONTRACTORS. CONTRACTOR is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - CONTRACTOR shall provide coverage with limits of liability not less than those stated below:

1. ***Commercial General Liability – Occurrence Form***

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate  
\$2,000,000
- Products – Completed Operations Aggregate  
\$1,000,000
- Personal and Advertising Injury  
\$1,000,000
- Each Occurrence  
\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:  
**"The County of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONTRACTOR".**

2. ***Automobile Liability***

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:  
**"The County of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONTRACTOR, including automobiles owned, leased, hired or borrowed by the CONTRACTOR".**

3. ***Worker's Compensation and Employers' Liability***

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$1,000,000

Disease – Each Employee

\$1,000,000

Disease – Policy Limit

\$1,000,000

- a. Policy shall contain a **waiver of subrogation** against the County of Santa Cruz.

4. ***Builders' Risk Insurance or Installation Floater*** §\_\_\_\_\_

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

- a. The County of Santa Cruz, the CONTRACTOR, SUB-CONTRACTORS, engineer and engineer's consultant and any others with an insurable interest in the work shall be **Insureds** on the policy.
- b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement**.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Santa Cruz, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
- e. Policy must provide coverage from the time any covered property becomes the responsibility of the CONTRACTOR, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a **waiver of subrogation** against the County of Santa Cruz.
- g. CONTRACTOR is responsible for the payment of all policy deductibles.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the County of Santa Cruz is named as an additional insured, the County of Santa Cruz shall be an additional insured to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Contract.
- 2. The CONTRACTOR'S insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after **THIRTY (30) DAYS** prior written notice has been given to the County. Such notice shall be sent directly via ***Certified Mail—Return Receipt Requested*** to the following person and address:

Jesus Valdez, P.E., Director  
Santa Cruz County Public Works Department



Gabilondo-Zehentner Centennial County Service Center  
275 Rio Rico Drive  
Rio Rico, Arizona 85648

- D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE:** CONTRACTOR shall furnish the COUNTY with certificates of insurance (ACORD form or equivalent approved by the COUNTY) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the 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 and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the following person and address:

Jesus Valdez, P.E., Director  
Santa Cruz County Public Works Department  
Gabilondo-Zehentner Centennial County Service Center  
275 Rio Rico Drive  
Rio Rico, Arizona 85648

The COUNTY project/contract number and project description must be noted on the certificate of insurance. The COUNTY reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. SUB-CONTRACTORS:** CONTRACTOR’S certificate(s) shall include all SUB-CONTRACTORS as additional insureds under its policies *or* CONTRACTOR shall furnish to the COUNTY separate certificates and endorsements for each SUB-CONTRACTOR. All coverages for SUB-CONTRACTORS shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**NON-EXCLUSIVE CONTRACT**

Bidder understands that this Contract is nonexclusive and is for the sole convenience of the COUNTY. The COUNTY reserves the right to obtain like services from other sources for any reason.

**OPTION TO EXTEND**

This contract may be extended for a period of **ONE (1) MONTH** up to a maximum of two **ONE (1) MONTH** options with the approval of the Santa Cruz County Board of Supervisors and the bidder(s). The bidder will be notified by the COUNTY of its intention to extend the contract period.

**SAFETY STANDARDS**

All item(s) offered by the bidder must conform to all safety orders of the State or Arizona.

**TERMINATION OF CONTRACT**

The COUNTY reserves the right to terminate this contract at any time, at its discretion and without cause, elect to terminate this contract by serving upon the CONTRACTOR **THIRTY (30) DAYS** advance written notice of such intent to terminate. In such event, COUNTY shall pay CONTRACTOR only the actual cost of its completed work and materials supplied as of the date of termination and the reasonable costs and expenses attributable to such termination. CONTRACTOR shall be entitled to profit and overhead on completed work only, but shall not be entitled to anticipated profit or anticipated overhead.

This contract may be terminated at any time without advance notice and without further obligation of the COUNTY, when the CONTRACTOR is found by COUNTY to be in default of any provision of this Contract. COUNTY retains all legal remedies in such case including but not limited to the right to perform the work with reimbursement by CONTRACTOR for costs and expenses incurred by COUNTY exceeding the contract amount.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY will have no further obligation to Contractor, other than to pay for services rendered before termination.

**UNUSED**

Unless specifically provided to the contrary, all material must be new and unused and of the current production year for the SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / HARSHAW ROAD BRIDGE / RECONSTRUCTION PROJECT / BID NUMBER: B-05-18-CO05.

**WARRANTY, MANUFACTURER**

Time is of the essence of this contract. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of COUNTY operations. A copy or description of the manufacturer’s warranty shall accompany each bid for the item(s) proposed, detailing the scope and length of the warranty. Where the successful Bidder is also the manufacturer of the materials or equipment provided under this contract, the Manufacturer's Warranty requirement would supersede the Successful Bidder Warranty requirement of this solicitation.

The COUNTY will specify the particular location for delivery upon placing the order. The Bidder shall retain title and control of all goods until they are delivered and acceptance has been made. All risks of transportation and all related charges shall be the responsibility of the Bidder. All

claims for visible or concealed damage shall be filed by the Bidder. The COUNTY will notify the Bidder promptly of any damaged goods and shall assist the Bidder in arranging for inspection.

**WARRANTY, SUCCESSFUL BIDDER**

Successful Bidder warrants to COUNTY that the construction, including all material and equipment furnished as part of the construction, shall be new unless otherwise specified in the contract documents, of good quality, in conformance with the contract documents and free of defects in materials and workmanship.

Successful Bidder's warranty obligation shall be for one year from Substantial Completion. "Substantial Completion" means when the work, or an agreed upon portion of the work, is sufficiently complete so that COUNTY can occupy and use the project or a portion thereof for its intended purposes. This may include but is not limited to i) all systems in place, functional and displayed to the COUNTY or its representative; (ii) all materials and equipment installed;(iii) all systems reviewed and accepted by the COUNTY

**ONE (1) YEAR** for workmanship, materials used, and construction.

**Correction of Defective Work**

- A. CONTRACTOR agrees to correct any work that is found to not be in conformance with the Contract Documents including that part of the work subject to the warranty in this section within a period of **ONE (1) YEAR** from the date of Substantial Completion of the work or any portion of the work, or within such longer period to the extent required by the contract documents. A progress payment, or partial use or occupancy of the project by the COUNTY, shall not constitute acceptance of work not in accordance with the contract documents.
- B. CONTRACTOR shall take meaningful steps to commence correction of non-conforming work subject to the Warranty Section above, within **SEVEN (7) DAYS** of receipt of written notice from COUNTY. This includes the correction, removal or replacement of the non-conforming work and any damage caused to other parts of the work affected by the non-conforming work. If CONTRACTOR fails to commence the necessary steps within such seven-day period, COUNTY, in addition to any other remedies provided under the contract documents, may prove CONTRACTOR with written notice that COUNTY will commence correction of such non-conforming work with its own forces.
- C. If COUNTY does perform such corrective work, CONTRACTOR shall be responsible for all reasonable costs incurred by COUNTY in performing such correction.
- D. Non-Conforming work that creates an emergency requiring an immediate response, the CONTRACTOR will respond and initiate corrections within **TWENTY-FOUR (24) HOURS**.
- E. The one-year period referenced in the Warranty section above applies only to CONTRACTOR'S obligation to correct non-conforming work and is not intended to

constitute a period of limitations for any other rights or remedies COUNTY may have regarding CONTRACTORS other obligations under the contract documents.

**WARRANTY BY BIDDER**

If Applicable, Successful Bidder must fully warrant all service against poor and inferior quality or workmanship for a periods identified above from the date of final acceptance by the COUNTY. ***Time is of the essence of this contract.*** Successful Bidder must repair or replace any inoperable materials or equipment, or improperly performed work, in a timely manner (not more than **SIXTY [60] DAYS**) during the warranty period.

## GENERAL SPECIFICATIONS

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05

### 1.0 SPECIFICATIONS

Santa Cruz County desires bids to be submitted for the following project:

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / HARSHAW ROAD BRIDGE / RECONSTRUCTION PROJECT / BID NUMBER: B-05-18-CO05.

The successful bidder(s) shall furnish to the COUNTY one (1) 24” x 36” bond set of “As-Built Drawings” documents for the construction of the bridge. These final As-Built Drawings must be submitted within **FIFTEEN (15) DAYS** from the date all work is complete *or* the date the COUNTY accepts the work, whichever is later. A ten-percent (10%) retainer will be held until the As-Built Drawings are reviewed and accepted by the COUNTY. If the CONTRACTOR does not submit the final As-Built Drawings within this time frame, then the ten-percent (10%) retainer will be forfeited.

### 1.1 GENERAL REQUIREMENTS

All items shall be in accordance with the requirements described in this Request for Proposals (RFP). The bid will be awarded to those who demonstrate to Santa Cruz County by their response to this RFP that they can supply the SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / HARSHAW ROAD BRIDGE / RECONSTRUCTION PROJECT / BID NUMBER: B-05-18-CO05 in accordance with these specifications.

### 1.2 DETAILED SPECIAL PROVISIONS

The Detailed Special Provisions are included as part of the Construction Plans.

### 2.0 WARRANTY

The Bidder warrants that all items furnished hereunder, including construction, shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship.

The Bidder shall indicate on a separate written sheet that is submitted with the bid the exact conditions of their warranty.

The Bidder agrees that they will, at their own expense, provide all labor and parts required to repair and/or replace any such defective workmanship and/or materials that become or are found to be defective during the term of this warranty. The Bidder shall guarantee that any products used to replace defective or non-performing products comply or exceed the requirements of the specifications and the special terms and conditions.

The COUNTY will accept the following warranty:

**ONE (1) YEAR** from Substantial Completion.

Guarantee shall be to replace and install any part that may break or fail in any manner because of defective material and/or workmanship (other than normal wear) within this guarantee period, free of all charges or cost to the COUNTY at delivery point. This warranty shall be inclusive at no charge to the COUNTY for the stated period.

Additionally, all bidders are invited to offer any and all extended warranty arrangements that they are prepared to offer to the COUNTY. The cost, if any, on such warranties shall be stated separately on pricing pages of the bid package.

**3.0 SECTION OMITTED INTENTIONALLY**

**4.0 STANDARDS**

All bidder(s) shall certify that the all materials used during and for construction meet or exceed the latest revised Occupational Safety and Health Administration (“OSHA”) and Federal Safety Standards.

**5.0 PRICING**

The Total Cash Purchase Price for the construction bid should include any equipment, delivery, installation, other costs, and taxes associated with the SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / HARSHAW ROAD BRIDGE / RECONSTRUCTION PROJECT / BID NUMBER: B-05-18-CO05. All pricing is *F.O.B. destination, Harshaw Road, Patagonia, Arizona 85624 (Latitude: 31°31’28.91” N, Longitude: 110°42’27.60” W)*.

All bidders shall agree to hold their prices for **NINETY (90) DAYS** from the date of bid opening. Vendors shall submit **ONE (1) ORIGINAL AND THREE (3) COPIES** of their bid.

The bidder is required to show exactly what is being offered by completing the bid form and pricing sheet. Failure to comply with this requirement may cause the bid to be disqualified.

**6.0 DELIVERY**

Delivery shall be on demand by purchase order only, with construction and installation to be completed within **SIXTY (60) DAYS** from the date of the “Notice to Proceed,” attached hereto as “*Exhibit 15*” and incorporated herein by this reference. The successful bidder(s) further may be required to furnish the COUNTY with periodic progress reports confirming status of delivery dates as originally shown in their bid proposal. These reports shall consist of, but not be limited to the following:

**7.0 NON-EXCLUSIVE**

The COUNTY reserves the right to purchase items/services listed herein from other vendors if it is deemed in the best interest of the COUNTY to do so.

**8.0 BID FORM:**

The "Bid Form," attached hereto as "Exhibit 3" and incorporated herein by this reference, for the SANTA CRUZ COUNTY, ARIZONA ("COUNTY") / HARSHAW ROAD BRIDGE / RECONSTRUCTION PROJECT / BID NUMBER: B-05-18-CO05 must be completed and signed by the Bidder. Failure to complete and sign this page may cause the Bid to be rejected. In the event the bidder is deviating or suggesting a different approach to the specifications and/or the terms and conditions they must use the Deviation/Exemption Form. Failure to fully explain exceptions taken may cause the Bid to be rejected.

**9.0 EVALUATION AND AWARD:**

Bids will be considered on units complying substantially with specifications provided each deviation is stated and the substitution is described, including technical data when applicable, in a letter attached to the bid. The placement of a price in the Bid Form Sheet shall be considered recognition that the Bidder is aware of what the Bid Item requires and that their Bid Price is compliant with specifications detailed in the RFP for SANTA CRUZ COUNTY, ARIZONA ("COUNTY") / HARSHAW ROAD BRIDGE / RECONSTRUCTION PROJECT / BID NUMBER: B-05-18-CO05. If no price is listed in a Bid Item then the COUNTY assumes the Bidder is in that item and the COUNTY reserves the right to award that Bid Item to another Bidder.

A recommendation for award will be made to the lowest responsible bidder, whose bid conforms to the invitation for bids, and in accordance Arizona law.

**10.0 TIME AND LIQUIDATED DAMAGES:**

It is understood and agreed that the construction of the work under the Contract Documents shall be commenced on the date stated in the Notice to Proceed issued by the COUNTY and shall be completed by the CONTRACTOR within **ONE HUNDRED AND EIGHTY (180) CONSECUTIVE DAYS**. The Contract Time is the period of time specified above, hereof running from (1) the date specified in the Notice to Proceed as the date upon which the CONTRACTOR is to commence the work (the "Start Date"), through (2) the Finish Date. The date of beginning, rate of progress, and time for completion are essential conditions of the Contract, and the CONTRACTOR agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly as such rate of progress as will insure full completion thereof within the Contract Time specified. It is expressly agreed that the Contract Time is reasonable.

If the Final Completion Date (as defined below) occurs after the expiration of the Contract Time, the CONTRACTOR shall pay the COUNTY *the sum of \$1,000.00 per day as liquidated damages for each calendar day* the work remains incomplete after expiration of the Contract Time. This amount is agreed upon because of the impracticability and extreme difficulty to ascertaining the actual damages the COUNTY would sustain. It is expressly agreed that the amount of liquidated damages set forth herein is reasonable. Said amounts may be retained from time to time by the COUNTY from payment due the CONTRACTOR.

The date of Completion of the work, or designated portion therefore, is the date certified in writing by the COUNTY when construction is sufficiently complete, in accordance with

the Contract Documents as they may have been modified by any Change Orders agreed to by the parties, so the COUNTY may occupy the project, or a designated portion thereof, if so elected, for the use for which it is intended. Certification of a designated portion of the work by the COUNTY as being "Complete" and occupancy of that portion thereafter by Owner shall neither release, or otherwise operate to excuse, the CONTRACTOR from the duty to complete the remainder of the work within the Contract Time nor relieve the CONTRACTOR from any liability for not completing the remainder of the work within the Contract Time including liability for the liquidated damages.

The Final Completion Date is the calendar date when all items of the work are one-hundred-percent (100%) finished, including "As-Built Plans," with no items of any scope, large or small, outstanding and remaining to be constructed, and all known defective work has been corrected. When the COUNTY certifies, in writing, that the Final Completion Date has been reached and the COUNTY has approved the work, the CONTRACTOR may make application for the Final Payment.

In any case where the terms of any other provision of the Contract may be constructed to be in conflict with any term regarding time for completion of the Project, interpretation of the conflicting terms that gives precedence to the term regarding time for completion shall govern.

**11.0 FINAL PAYMENT:**

After Receipt of a final payment request, COUNTY shall make final payment **SIXTY (60) DAYS** after the receipt by the COUNTY, provided that CONTRACTOR has completed all of the work in conformance with the contract documents and a Final Acceptance Letter has been issued by the COUNTY.

At the time of submission of its final Payment Request, CONTRACTOR shall provide the following information:

1. An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the work which will in any way affect COUNTY's interest.
2. A general release executed by CONTRACTOR waiving, upon receipt of final payment by CONTRACTOR, all claims, except those claims previously made in writing to COUNTY and remaining unsettled at the time of final payment; and
3. Consent of CONTRACTOR'S surety, to final payment.

**11.1 PAYMENTS TO SUB-CONTRACTORS OR SUPPLIER:**

CONTRACTOR shall pay its SUB-CONTRACTORS or suppliers within **SEVEN (7) DAYS** of receipt of each progress payment from the COUNTY. The CONTRACTOR shall pay for the amount of work performed or materials supplied by each SUB-CONTRACTOR or supplier as accepted and approved by the COUNTY with each progress



payment. In addition, any reduction of retention by the county to the CONTRACTOR shall result in a corresponding reduction to SUB-CONTRACTORS or suppliers who have performed satisfactory work. CONTRACTOR shall pay SUB-CONTRACTORS or suppliers the reduced retention within **FOURTEEN (14) CALENDAR DAYS** of the payment of the reduction of the retention to the CONTRACTOR. No Contract between CONTRACTOR and its SUB-CONTRACTORS and suppliers may materially alter the rights of any SUB-CONTRACTOR or supplier to receive prompt payment and retention reduction as provided herein.

If the CONTRACTOR fails to make payments in accordance with these provisions, the COUNTY may take any one or more of the following actions and CONTRACTOR agrees that the COUNTY may take such actions:

1. To hold the CONTRACTOR in default under this Contract;
2. Withhold future payments including retention until proper payment has been made to SUB-CONTRACTORS or suppliers in accordance with these provisions;
3. Reject all future offers to perform work for the county from the CONTRACTOR for a period not to exceed one year from Substantial Completion date of the Project;  
or
4. Terminate this Contract.

Should the COUNTY fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

CONTRACTOR shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Contract.

## **12.0 RECORD KEEPING AND FINANCE CONTROLS**

Records of the CONTRACTOR'S direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the county and CONTRACTOR shall be kept on a generally recognized accounting basis and shall be available for **FIVE (5) YEARS** after Final Acceptance of the Project.

The COUNTY, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CONTRACTOR'S records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any change orders.

The COUNTY reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of the CONTRACTOR'S records, the audit discloses the CONTRACTOR has provided false, misleading or inaccurate cost and pricing data.

The CONTRACTOR shall include a similar provision in all of its agreements with Subconsultants and SUB-CONTRACTORS providing services under the Contract Documents to ensure the COUNTY, its authorized representative, and/or the appropriate federal agency, has access to the Sub-Consultants' and SUB-CONTRACTORS' records to verify the accuracy of cost and pricing data.

The COUNTY reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in SUB-CONSULTANT'S and SUB-CONTRACTOR'S contracts, and one or more SUB-CONSULTANTS and/or SUB-CONTRACTORS do not allow the county to audit their records to verify the accuracy and appropriateness of pricing data.

### **13.0 CLAIMS AND DISPUTES**

#### **13.1 REQUESTS FOR CONTRACT ADJUSTMENTS AND RELIEF.**

If CONTRACTOR believes that it is entitled to relief against the COUNTY for any event arising out of or related to work, the CONTRACTOR shall provide written notice to the COUNTY of the Basis for its claim or relief.

Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

In the absence of any specific notice requirement, written notice shall be given to the COUNTY by the CONTRACTOR within a reasonable time, not to exceed **TWENTY-ONE (21) DAYS**, after the occurrence giving rise to the claim for relief or after the CONTRACTOR reasonably should have recognized the event or condition giving rise to the request, whichever is later.

Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

#### **13.2 DISPUTE AVOIDANCE AND RESOLUTION**

The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CONTRACTOR and COUNTY each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the work.

CONTRACTOR and COUNTY will first attempt to resolve disputes or disagreements at the field level through discussions between CONTRACTOR'S Representative and COUNTY's Representative.

If a dispute or disagreement cannot be resolved through CONTRACTOR'S Representative and COUNTY's Representative, CONTRACTOR'S Senior Representative and

COUNTY's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than **THIRTY (30) DAYS** after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

**13.3 DUTY TO CONTINUE PERFORMANCE**

Unless provided to the contrary in the Contract Documents, CONTRACTOR shall continue to perform the work and county shall continue to satisfy its payment obligations to CONTRACTOR, pending the final resolution of any dispute or disagreement between CONTRACTOR and COUNTY.

## **LIST OF EXHIBITS**

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05

<b>Exhibit Number</b>	<b>Description</b>
1	Documents to be Submitted With Bid
2	Bid Exceptions / Deviations Information
3	Bid Form
4	List of Sub-Contractors / Material Suppliers
5	Non-Collusion Affidavit
6	Worker's Compensation Insurance Coverage Certification
7	Insurance Coverage Certification
8	Proposal Security Bond Certification
9	Statutory Payment Bond
10	Statutory Performance Bond
11	Disclaimer & Release AutoCAD Drawings
12	Notice of Intent to Award Contract
13	Notice of Award of Contract
14	Notice of Non-Award of Contract
15	Notice to Proceed
16	Application for Payment
17	Change Order
18	Certificate of Completion
19	Certificate Of Substantial Completion
20	Contract
21	Addenda (if any)

## **EXHIBIT 1**

### **DOCUMENTS TO BE SUBMITTED WITH BID**

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05

The following forms *must* be completed and submitted with your bid on or before the Bid Submittal Deadline:

1. Bid Exceptions / Deviations Information
2. Bid Form
3. List of Sub-Contractors / Material Suppliers
4. Non-Collusion Affidavit
5. Worker's Compensation Insurance Coverage Certification
6. Insurance Coverage Certification
7. Proposal Security Bond Certification
8. Statutory Payment Bond
9. Statutory Performance Bond
10. Disclaimer & Release AutoCAD Drawings
11. Addenda (if any)

Failures to complete, sign, and return the above-referenced bid documents may render your bid non-responsive.



# EXHIBIT 3

## BID FORM

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05

**To: Melinda Meek, Clerk**  
**Santa Cruz County Board of Supervisors**

From: \_\_\_\_\_  
Firm Submitting Bid

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, & Zip

Responding to a Request for Proposals (“RFP”) on **Bid Number: B-05-18-CO05**, due on or before **JUNE 15, 2018 AT 2:30 PM (ARIZONA TIME)**, the undersigned Bidder agrees to furnish and deliver all materials and equipment necessary to perform the SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / HARSHAW ROAD BRIDGE / RECONSTRUCTION PROJECT / BID NUMBER: B-05-18-CO05 per the specifications in the RFP.

To be eligible to bid on this project, Bidder must attend the **PRE-BID MEETING** on **MAY 29, 2018 AT 10:00 A.M. (ARIZONA TIME)** at the Meeting Room of the Santa Cruz County Board of Supervisors, located at the Santa Cruz County Complex, 2150 North Congress Drive, Suite 120, Nogales, Arizona 85621.

I/We have stated hereon the price(s) at which we will furnish and deliver the specified item(s) and will therefore accept as full payment the amount shown below.

Bidder agrees; in addition to all terms and conditions specified in the RFP, that:

- **F.O.B. Point.** All shipments and construction will take place at ***F.O.B. destination, Harshaw Road, Patagonia, Arizona 85624 (Latitude: 31°31’28.91” N, Longitude: 110°42’27.60” W)***. F.O.B. destination indicates that the *Seller* is responsible for all shipment and delivery costs.
- **Award.** A recommendation for an award of contract will be made to the lowest responsible bidder, whose bid conforms to the RFP and is most advantageous to the COUNTY in regard to price, conformity to the RFP specifications, and other factors.

- Signatures. All information submitted by Bidder, including signatures, must be original. Copies will not be accepted.

This bid will be awarded based upon the total amount of the bid as written in words. Where there is discrepancy between words and figures, **words will govern**. Where there is a discrepancy between the sum of the item unit price and total price, **unit price will govern**. Please check your calculations before submitting your bid. The COUNTY is not responsible for Bidder miscalculations.

The undersigned Bidder agrees to contract with the COUNTY to provide all necessary labor, supervision, machinery, tools, apparatuses, and other means to furnish all the materials specified in the contract in the manner and time prescribed therein, and that full payment in the amount set forth herein will be accepted. In their entirety, all Addenda and the following documents are incorporated herein by this reference and made a part of this contract:

1. Bid Exceptions / Deviations Information
2. Bid Form
3. List of Sub-Contractors / Material Suppliers
4. Non-Collusion Affidavit
5. Worker's Compensation Insurance Coverage Certification
6. Insurance Coverage Certification
7. Proposal Security Bond Certification
8. Statutory Payment Bond
9. Statutory Performance Bond
10. Disclaimer & Release AutoCAD Drawings
11. Addenda (if any)
12. Contract

\_\_\_\_\_  
Firm Submitting Bid

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Telephone Number



## BID SCHEDULE - Bid Number.: B-05-18-CO05

ITEM No.	ITEM DESCRIPTION	UNIT	DATE: 05/24/17		
			QUANTITY	UNIT PRICE	AMOUNT
2010001	CLEARING AND GRUBBING	L.SUM	1		
2010020	REMOVAL OF TREES	L.SUM	1		
2020001	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.SUM	1		
2020020	REMOVAL OF CONCRETE CURB	L.FT.	140		
2020025	REMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS	SQ.FT.	1478		
2020029	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ.YD.	3599		
2020153	REMOVE (SIGNS, STRUCTURES, FOUNDATIONS, AND POSTS)	L.SUM	1		
2050001	GRADING ROADWAY FOR PAVEMENT	SQ.YD.	4634		
3030022	AGGREGATE BASE, CLASS 2	CU.YD.	772		
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	1359		
5050201	RESET FRAME AND COVER FOR MANHOLE	EACH	2		
6070038	SLIP BASE (2 1/2 T)	EACH	4		
6070054	SIGN POST (PERFORATED) (2 S)	L.FT.	91		
6070055	SIGN POST (PERFORATED) (2 1/2 S)	L.FT.	37		
6070057	SIGN POST (PERFORATED) (2 1/2 T)	L.FT.	52		
6070060	FOUNDATION FOR SIGN POST (CONCRETE)	EACH	15		
6080002	FLASHING SCHOOL BEACON	EACH	4		
6080005	WARNING, MARKER, OR REGULATORY SIGN PANEL	SQ.FT.	77		
6080025	FLAT SHEET ALUMINUM SIGN PANEL	SQ.FT.	5		
6080105	RELOCATE SIGNS	L.SUM	1		
7010001	MAINTENANCE AND PROTECTION OF TRAFFIC	L.SUM	1		
7030084	OBJECT MARKER (M-23) (TYPE 1 OR 4)	EACH	2		
7040005	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	3450		
7040006	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	L.FT.	3500		
7040072	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	L.FT.	200		
7040074	PAVEMENT SYMBOL (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	EACH	4		
7050026	PAVEMENT MARKING, PREFORMED, TYPE I, LEGEND (ONLY)	EACH	2		
7060013	PAVEMENT MARKER, RAISED, TYPE C	EACH	18		
7060015	PAVEMENT MARKER, RAISED, TYPE D	EACH	58		
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	3650		
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	3500		
7080121	PERMANENT PAVEMENT MARKING (PAINTED SYMBOL) (ARROW)	EACH	4		
7080221	PERMANENT PAVEMENT MARKING (PAINTED LEGEND) (ONLY)	EACH	2		
7320090	ELECTRICAL CONDUIT (4") (PVC)	L.FT.	420		
7320521	CONDUCTOR (NO. 8) (BARE)	L.FT.	420		
8050003	SEEDING (CLASS II)	ACRE	0.65		
8101013	EROSION CONTROL	L.SUM	1		
9010001	MOBILIZATION	L.SUM	1		
9031003	TEMPORARY FENCE (PRESERVATION FENCING)	L.FT.	660		
9080031	CONCRETE CURB (C-05.10) (TYPE G)	L.FT.	224		
9080201	CONCRETE SIDEWALK (C-05.20)	SQ.FT.	547		
9080296	CONCRETE SIDEWALK RAMP (PAG STD DTL 207)(TYPE 2)	EACH	2		
9080305	CONCRETE DRIVEWAY (PAG STD. DETAIL 206)	SQ.FT.	459		
9080402	CONCRETE HEADER (PAG STD DTL 213)	L.FT.	240		
9090021	FRAME AND COVER FOR SURVEY MONUMENT (C-21.10)	EACH	2		
9090032	RESET FRAME AND COVER FOR VALVE BOX	EACH	4		
9240170	CONTRACTOR QUALITY CONTROL	L.SUM	1		
9250001	CONSTRUCTION SURVEYING AND LAYOUT	L.SUM	1		
<b>TOTAL CONSTRUCTION COST:</b>					

**BID SCHEDULE - Bid Number.: B-05-18-CO05**

*Note: Owner reserves the right to remove individual bid items for budgetary purposes.*

**TOTAL AMOUNT OF BID WRITTEN IN WORDS:**

\$ \_\_\_\_\_

## EXHIBIT 4

### LIST OF SUB-CONTRACTORS / MATERIAL SUPPLIERS

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
 HARSHAW ROAD BRIDGE  
 RECONSTRUCTION PROJECT  
 BID NUMBER: B-05-18-CO05

**To: Melinda Meek, Clerk**  
**Santa Cruz County Board of Supervisors**

In compliance with the “Instructions to Bidders” in the Request for Proposals, the undersigned submits the following names of *all* sub-contractors and material suppliers who will be used in performing the above-referenced project. The bidder certifies that all sub-contractors listed below are eligible to perform work on public projects pursuant to A.R.S. § 34-241(B). **Note:** If additional space is needed, the back side of this sheet may be utilized.

Name of Sub-Contractor or Material Supplier	Work to be Completed OR Material to be Supplied	Contractor’s License Number

\_\_\_\_\_  
 Firm Submitting Bid

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Mailing Address

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 City, State, & Zip Code

\_\_\_\_\_  
 Printed Name of Authorized Representative

\_\_\_\_\_  
 Telephone Number

## EXHIBIT 5

### NON-COLLUSION AFFIDAVIT

*(Must be notarized and submitted with bid.)*

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05

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

Bidder, \_\_\_\_\_ (Name of Bidder), being first duly sworn, deposes and says that he or she is owner of \_\_\_\_\_ (Name of Firm Submitting Bid), and that:

1. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;
2. The bid is genuine and not a collusive or sham bid;
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid;
4. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in a sham bid;
5. The bidder has not directly or indirectly colluded, conspired, connived, or agreed that anyone must refrain from bidding;
6. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder;
7. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the bid price or of that of any other bidder;
8. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to secure any advantage from the public body awarding the contract or against anyone interested in bidding for the project;
9. All statements contained in the bid of the bidder are true;

10. The bidder has not, directly or indirectly, divulged his or her bid price or any breakdown thereof to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid;
11. The bidder has not, directly or indirectly, divulged the contents of his or her bid to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; AND
12. The bidder has not, directly or indirectly, paid a fee, and he or she will not pay a fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

---

Firm Submitting Bid

---

Date

---

Mailing Address

---

Signature of Authorized Representative

---

City, State, & Zip Code

---

Printed Name of Authorized Representative

---

Telephone Number

**EXHIBIT 6**

**WORKER'S COMPENSATION  
INSURANCE COVERAGE CERTIFICATION**

*(Must be completed and submitted with bid.)*

SANTA CRUZ COUNTY, ARIZONA ("COUNTY")  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05

I, \_\_\_\_\_ (Name of Bidder), the owner of  
\_\_\_\_\_ (Name of Firm Submitting Bid), hereby certify that I have  
reviewed and understand the insurance coverage requirements specified in the Request for  
Proposals (RFP) on Bid Number. B-05-18-CO05 to complete SANTA CRUZ COUNTY,  
ARIZONA ("COUNTY") / HARSHAW ROAD BRIDGE / RECONSTRUCTION PROJECT /  
BID NUMBER: B-05-18-CO05. Additionally, I hereby agree to be insured against liability for  
worker's compensation or to undertake self-insurance, in accordance with the provisions of  
Arizona law, and comply with such provisions before commencing work on this project.

\_\_\_\_\_  
Firm Submitting Bid

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Telephone Number

**EXHIBIT 7**

**INSURANCE COVERAGE CERTIFICATION**

*(Must be completed and submitted with bid.)*

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05

I, \_\_\_\_\_ (Name of Bidder), the owner of \_\_\_\_\_ (Name of Firm Submitting Bid), hereby certify that I have reviewed and understand the insurance coverage requirements specified in the Request for Proposals (RFP) on SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / HARSHAW ROAD BRIDGE / RECONSTRUCTION PROJECT / BID NUMBER: B-05-18-CO05. Additionally, if I am awarded a contract to complete this project, I hereby further certify that I will meet the specified requirements for insurance, including insurance coverage of the sub-contractors, and name Santa Cruz County, Arizona as an Additional Insured on this project.

\_\_\_\_\_  
Firm Submitting Bid

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Telephone Number

## EXHIBIT 8

### PROPOSAL SECURITY BOND CERTIFICATION

*(Must be completed and submitted with bid.)*

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05

\_\_\_\_\_, shall hereinafter be referred to as “PRINCIPAL,”  
(FIRM SUBMITTING BID)

\_\_\_\_\_, shall hereinafter be referred to as “SURETY,” and  
(SURETY)

Santa Cruz County, Arizona shall hereinafter be referred to as “OBLIGEE.”

#### **KNOW ALL PERSONS BY THESE PRESENTS THAT:**

**WHEREAS**, PRINCIPAL is submitting a bid on the SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / HARSHAW ROAD BRIDGE / RECONSTRUCTION PROJECT / BID NUMBER: B-05-18-CO05.

**THEREFORE**, pursuant to A.R.S. § 34-201(A)(3):

...[E]very proposal shall be accompanied by a certified check, cashier's check or surety bond for ten per cent of the amount of the bid included in the proposal as a guarantee that the contractor will enter into a contract to perform the proposal in accordance with the plans and specifications. Notwithstanding any other statute, the surety bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this state issued by the director of the department of insurance pursuant to title 20, chapter 2, article 1. The surety bond shall not be executed by an individual surety or sureties, even if the requirements of section 7-101 are satisfied. The certified check, cashier's check or surety bond shall be returned to the contractors whose proposals are not accepted, and to the successful contractor on the execution of a satisfactory bond and contract as provided in this article. The conditions and provisions of the surety bid bond regarding the surety's obligations shall follow the following form:

Now, therefore, if the obligee accepts the proposal of the principal and the principal enters into a contract with the obligee in accordance with the terms of the proposal and gives the bonds and



certificates of insurance as specified in the standard 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 the section to the extent as if it were copied at length herein.

**IT IS HEREBY DECLARED, AGREED, AND CERTIFIED** that PRINCIPAL shall transmit with their bid a certified check, cashier's check or surety bond for ten per cent of the amount of the bid included in the proposal as a guarantee that the PRINCIPAL will enter into a contract to perform the proposal in accordance with the plans and specifications.

\_\_\_\_\_  
Firm Submitting Bid

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Telephone Number

**EXHIBIT 9**

**STATUTORY PAYMENT BOND  
PURSUANT TO ARIZONA REVISED STATUTES  
TITLE 34, CHAPTER 2, ARTICLE 2**

*(For informational purposes only but must be returned with bid.)*

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05

(Notwithstanding any other agreement, the penalty of this bond is deemed to be 100% of the amount of the Contract mentioned herein.)

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ (Firm Submitting Bid), hereinafter called the “PRINCIPAL,” as PRINCIPAL, and \_\_\_\_\_ (Surety), a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ (hereinafter called the “SURETY”), are held and firmly bound unto Santa Cruz County, Arizona (hereinafter called the “OBLIGEE”), in the amount of \_\_\_\_\_ UNITED STATES DOLLARS (\$\_\_\_\_\_), for the payment whereof, the said 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 the \_\_\_\_ day of \_\_\_\_\_, 2018, which is attached hereto as “*Exhibit \_\_\_\_\_*” and incorporated herein by this reference, to complete the SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / HARSHAW ROAD BRIDGE / RECONSTRUCTION PROJECT / BID NUMBER: B-05-18-CO05.

**NOW, THEREFORE**, the condition of this obligation is such that, if the said PRINCIPAL promptly pays all monies due to all persons supplying labor or materials to the contactor or sub-contractors in the prosecution of the work provided for in said contract, then this obligation shall be void. Otherwise, this obligation shall remain in full force and effect.

**PROVIDED, HOWEVER, THAT** this bond having been required of the said PRINCIPAL in order to comply with the provisions of Arizona Revised Statutes, Title 34, Chapter 2, Article 2, all rights and remedies on this bond shall insure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Title, Chapter and Article, to the same extent as if they were copied at length herein.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the court or a judgment thereof.

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY                      SEAL

By \_\_\_\_\_

\_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
AGENCY ADDRESS

(ATTACH AGENT'S POWER OF ATTORNEY)

**EXHIBIT 10**

**STATUTORY PERFORMANCE BOND  
PURSUANT TO ARIZONA REVISED STATUTES  
TITLE 34, CHAPTER 2, ARTICLE 2  
(For informational purposes only but must be returned with bid.)**

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05

(Notwithstanding any other agreement, the penalty of this bond is deemed to be 100% of the amount of the Contract mentioned herein)

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ (Firm Submitting Bid), hereinafter called the “PRINCIPAL,” as PRINCIPAL, and \_\_\_\_\_ (Surety), a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ (hereinafter called the “SURETY”), are held and firmly bound unto Santa Cruz County, Arizona (hereinafter called the “OBLIGEE”), in the amount of \_\_\_\_\_ UNITED STATES DOLLARS (\$\_\_\_\_\_), for the payment whereof, the said 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 the \_\_\_\_ day of \_\_\_\_\_, 2018, which is attached hereto as “*Exhibit \_\_\_\_\_*” and incorporated herein by this reference, to complete the SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / HARSHAW ROAD BRIDGE / RECONSTRUCTION PROJECT / BID NUMBER: B-05-18-CO05.

**NOW, THEREFORE**, the condition of this obligation is such that, if the said PRINCIPAL faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of said contract and any extension thereof, with or without notice to the SURETY, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then the above obligation shall be void. Otherwise, the obligation shall remain in full force and effect.

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

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the court or a judge thereof.

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY                      SEAL

By \_\_\_\_\_

\_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
AGENCY ADDRESS

(ATTACH AGENT'S POWER OF ATTORNEY)

# EXHIBIT 11

## DISCLAIMER AND RELEASE OF AUTOCAD DRAWINGS

*(Must be completed and submitted with bid.)*

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05

This CD contains AutoCAD computer files of the hardcopy Contract Drawings signed by a registered Professional Engineer. Original signed hard copies of drawings are the only official record drawings. The Design Plans constitutes the Contract Documents for the intersection project. The files on this CD are ‘Read-Only’ and are not intended to be used for construction. The Recipient utilizes these files at his own risk. If any discrepancies exist between the Contract Drawings and the AutoCAD Drawings on CD, the Contract Drawings shall govern. The Owner, Santa Cruz County, Arizona and Engineer, \_\_\_\_\_, are not responsible for discrepancies between the AutoCAD Drawings on CD and the Contract Drawings.

The receipt and use of these electronic files by the recipient constitutes an agreement that: (1) the electronic files provided are solely for the use of preparing a bid; (2) these electronic files are the property of Engineer, \_\_\_\_\_, and Santa Cruz County, Arizona; (3) Recipient waives and releases Engineer, \_\_\_\_\_, and Santa Cruz County, Arizona and their officers, directors, employees and sub consultants from any claims arising out of or related to Recipient’s use of the electronic files; and (4) to the fullest extent permitted by law, recipient will indemnify, defend and hold harmless Engineer, \_\_\_\_\_, and Santa Cruz County, Arizona and each of their respective officers, directors, employees and sub-consultants against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from any changes made by anyone other than Engineer, \_\_\_\_\_, from any reuse of the electronic files. In no event shall Engineer, \_\_\_\_\_, or Santa Cruz County, Arizona be liable for indirect or consequential damages as a result of Recipient’s use or reuse of the electronic files.

\_\_\_\_\_  
Firm Submitting Bid

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Telephone Number



**EXHIBIT 12**

**NOTICE OF INTENT TO AWARD CONTRACT (“NOTICE”)**

Month Day, Year

Firm Submitting Bid  
Mailing Address  
City, State, & Zip

**RE: SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05**

Dear Firm Submitting Bid:

The COUNTY has reviewed and considered your proposal for the above-referenced project and you are hereby notified that the COUNTY accepts your proposal in the amount of **WRITTEN AMOUNT IN UNITED STATES DOLLARS** (\$\_\_\_\_\_ . ) and intends to extend to you a construction contract to complete the project. However, before the contract is awarded to you, you must confirm your receipt and review of this Notice by returning an original, executed copy of it to me on or before the \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **2018 AT 5:00 P.M. (ARIZONA TIME)** at the following address: Jesus Valdez, P.E., Director, Santa Cruz County Public Works Department, Gabilondo-Zehentner Centennial County Service Center, 275 Rio Rico Drive, Rio Rico, Arizona 85648.

Upon my receipt of your executed Notice, I will send you a “Notice of Award of Contract” shortly thereafter with further instructions for you. In the meantime, you are not authorized to commence work on the project until you receive a “Notice to Proceed” from the COUNTY, which will be issued upon your and the COUNTY’s execution of the contract for this project and your furnishing of all required statutory payment and performance bonds and certificates of insurance to the COUNTY.

SANTA CRUZ COUNTY  
PUBLIC WORKS DEPARTMENT

FIRM SUBMITTING BID

\_\_\_\_\_  
Jesus J. Valdez, P.E., Director

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Date



## EXHIBIT 13

### NOTICE OF AWARD OF CONTRACT (“NOTICE”)

Month Day, Year

Firm Submitting Bid  
Mailing Address  
City, State, & Zip

**RE: SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05**

Dear Firm Submitting Bid:

You are hereby notified that the COUNTY has awarded you the construction contract for the above-referenced project in the amount of **WRITTEN AMOUNT IN UNITED STATES DOLLARS** (\$\_\_\_\_\_). (Additionally, deduct/add alternates in the amounts for a total of \$\_\_\_\_\_).

On or before the \_\_\_\_\_ **DAY OF** \_\_\_\_\_, **2018 AT 5:00 P.M. (ARIZONA TIME)**, you must provide the following to the COUNTY:

1. **THREE (3) COPIES** of the enclosed **CONTRACT**. The contract (and attachments thereto) must be signed by an authorized representative and corporate seals should be affixed where appropriate.
2. **ONE (1) COPY** of the **STATUTORY PAYMENT BOND** to the COUNTY in the amount of the construction contract.
3. **ONE (1) COPY** of the **STATUTORY PERFORMANCE BOND** to the COUNTY in the amount of the construction contract.
4. **ONE (1) COPY** of a **CERTIFICATE OF INSURANCE** that meets the minimum coverage requirements set forth in the in the contract, including Worker's Compensation. The COUNTY must be designated as additional insured on the insurance policy.

Within **TEN (10) DAYS** from the date of your compliance with all of these conditions, the COUNTY will send you one copy of the fully executed contract and keep the other two copies for itself. Please note that if you do not comply with these conditions, the COUNTY will consider your proposal abandoned and annul this Notice of Award of Contract.

In addition to complying with the conditions mentioned above, you must attend a **PRE-CONSTRUCTION CONFERENCE** on **XXXXX, 2018 AT 10:00 A.M. (ARIZONA TIME)** at the Meeting Room of the Santa Cruz County Board of Supervisors located at the Santa Cruz County Complex, 2150 North Congress Drive, Suite 120, Nogales, Arizona 85621.

I congratulate you on being selected as the recipient of this Notice of Award of Contract and look forward to having you on board to complete this project.

If you have any questions or concerns, please do not hesitate to contact me at (520) 375-7830.

Sincerely,

Jesus J. Valdez, P.E., Director  
Santa Cruz County Public Works Department

Enclosures: Contract (3 unexecuted copies)

## EXHIBIT 14

### NOTICE OF NON-AWARD OF CONTRACT

Month Date, Year

Firm Submitting Bid  
Mailing Address  
City, State, & Zip

**RE: SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05**

Dear Firm Submitting Bid:

You are hereby notified that your proposal for the above-referenced project was considered but not accepted. Accordingly, I regret to inform you that you will not be awarded a contract for this project. However, I thank you for your submission and hereby notify you that the Clerk of the Santa Cruz County Board of Supervisors will return your Bid Bond to you in short order.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Jesus J. Valdez, P.E., Director  
Santa Cruz County Public Works Department

Cc: Melinda Meek, Clerk

**EXHIBIT 15**  
**NOTICE TO PROCEED**

Month Date, Year

Firm Submitting Bid  
Mailing Address  
City, State, & Zip

**RE: SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05**

Dear Firm Submitting Bid:

You are hereby instructed to commence work on the above-referenced project on the \_\_\_\_ **DAY OF \_\_\_\_\_, 2018.** You have **ONE HUNDRED AND EIGHTY (180) CONSECUTIVE DAYS** from this date to complete the project, which means that the project must be complete on or before the \_\_\_\_ **DAY OF \_\_\_\_\_, 2018.**

If you have any questions or concerns, please do not hesitate to contact me at (520) 375-7830.

Sincerely,

Jesus J. Valdez, P.E., Director  
Santa Cruz County Public Works Department

# EXHIBIT 16

**APPLICATION FOR PAYMENT NO.** \_\_\_\_\_

To: \_\_\_\_\_(COUNTY)

From: \_\_\_\_\_(CONTRACTOR)

Contract: \_\_\_\_\_

Project: \_\_\_\_\_

COUNTY'S Contract No. \_\_\_\_\_ CONSULTANT'S Project No. \_\_\_\_\_

For work accomplished through the date of: \_\_\_\_\_

1.	Original Contract Price:	\$ _____
2.	Net change by Change Orders (+ or -):	\$ _____
3.	Amended Contract Price (1 plus 2):	\$ _____
4.	Total completed and stored to date:	\$ _____
5.	Retainage (per Agreement):	
	_____ % of completed work:	\$ _____
	_____ % of stored material:	\$ _____
	Total Retainage:	\$ _____
6.	Total completed and stored to date less retainage ( 4 minus 5 ):	\$ _____
7.	Less previous Application for Payments:	\$ _____
8.	<b>DUE THIS APPLICATION (6 MINUS 7):</b>	<b>\$ _____</b>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from COUNTY on account of work done under the above-referenced contract have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with work covered by prior Applications for Payment numbered

1 through \_\_\_\_\_ inclusive; (2) title of all work, materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to COUNTY at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to COUNTY indemnifying COUNTY against any such lien, security interest or encumbrance); and (3) all work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
CONSULTANT

By: \_\_\_\_\_



# EXHIBIT 17

## CHANGE ORDER

No.: \_\_\_\_\_

Date of Issuance:	Effective Date:
Owner:	
Contractor:	
Contract:	
Project:	
Owner's Contract No.	Consultant's Contract No.

**You are directed to make the following changes in the Contract Documents:**

Description:	
Reason for Change Order:	
Attachments (List documents supporting changes)	

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ _____	<b>Original Contract Times</b> Substantial Completion: _____ Ready for Final Payment: _____ (days or dates)
Net Increase (Decrease) From Previous Change Orders: \$ _____	<b>Original Contract Times</b> Substantial Completion: _____ Ready for Final Payment: _____ (days or dates)
Contract Price Prior to This Change Order: \$ _____	<b>Original Contract Times</b> Substantial Completion: _____ Ready for Final Payment: _____ (days or dates)
Net Increase (Decrease) of This Change Order: \$ _____	<b>Original Contract Times</b> Substantial Completion: _____ Ready for Final Payment: _____ (days or dates)
Contract Price With All Approved Change Orders: \$ _____	<b>Original Contract Times</b> Substantial Completion: _____ Ready for Final Payment: _____ (days or dates)

**RECOMMENDED:**

**APPROVED:**

**ACCEPTED:**

\_\_\_\_\_  
CONSULTANT (Authorized)

\_\_\_\_\_  
OWNER (Authorized)

\_\_\_\_\_  
CONTRACTOR (Authorized)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT 18**

**CERTIFICATE OF COMPLETION**

*(To be completed by Contractor.)*

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05

I hereby certify that all goods and/or services required by the COUNTY have been delivered in accordance with the Contract Documents and Bid Specifications and that all activities required by the COUNTY have been completed as of \_\_\_\_\_.  
(Date)

Firm Name: \_\_\_\_\_

Principal: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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



**EXHIBIT 19**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

*(To be completed by Engineer.)*

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05

I hereby certify that in accordance with the Contract Documents and Bid Specifications, the work on the above-referenced project is substantially complete as of \_\_\_\_\_.  
(Date)

Firm Name: \_\_\_\_\_

Principal: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## EXHIBIT 20

### CONTRACT

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05

THIS Contract is entered into between Santa Cruz County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and <CONTRACTOR>, hereinafter called CONTRACTOR, collectively referred to as the Parties.

#### WITNESSETH

**WHEREAS**, COUNTY requires, consistent with the provisions of A.R.S. Title 34, the services of a CONTRACTOR to provide all equipment, labor, and material required to construct SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / HARSHAW ROAD BRIDGE / RECONSTRUCTION PROJECT / BID NUMBER: B-05-18-CO05 and,

**WHEREAS**, CONTRACTOR is qualified and willing to provide such services; and

**WHEREAS**, CONTRACTOR submitted the low responsive, responsible bid in response to **BID NUMBER: B-05-18-CO05** for the COUNTY for said work is qualified and willing to provide such services; and

**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 Procurement Director commences on the date of the signature of the Chairman of the Santa Cruz County Board of Supervisors (“Board of Supervisors”) and terminates on <Termination Date> 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 **ONE HUNDRED AND EIGHTY (180) CONSECUTIVE DAYS** after the date of the “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 Director of the Public Works Department, County Manager, or the County Board of Supervisors 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 will provide for the COUNTY all labor, materials and equipment necessary to complete the project as described in the proposal <(XX Pages)>, incorporated into this Contract. All work will be done per specifications called for in the bid documents as contained in the Santa Cruz County Request for Proposals (RFP) on Bid Number: B-05-18-CO05 and the exhibits thereto, the general conditions to this Contract, and <Insert other additional specific documents>, which are incorporated herein by this reference.

## **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 Arizona Revised Statutes (“A.R.S.”) § 34-221.

Total payment for this Contract will not exceed <Dollar Amount Spelled Out (\$XX,XXX.XX)>. Payment for this Contract will be made based on **BID FOR LUMP SUM CONSTRUCTION CONTRACT** <(XX Pages)>, hereby incorporated herein, for the lump sum amount of the base bid.

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 REQUIREMENTS**

CONTRACTOR and SUB-CONTRACTORS shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or SUB-CONTRACTORS.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under this Contract by the CONTRACTOR, his agents, representatives, employees, or SUB-CONTRACTORS. CONTRACTOR is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - CONTRACTOR shall provide coverage with limits of liability not less than those stated below:

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate  
\$2,000,000
- Products – Completed Operations Aggregate  
\$1,000,000
- Personal and Advertising Injury  
\$1,000,000
- Each Occurrence  
\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:  
**"The County of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONTRACTOR".**

**2. Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

b. The policy shall be endorsed to include the following additional insured language:  
**"The County of Santa Cruz shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONTRACTOR, including automobiles owned, leased, hired or borrowed by the CONTRACTOR".**

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation

Statutory

Employers' Liability

<u>Each Accident</u>	\$1,000,000
<u>Disease – Each Employee</u>	\$1,000,000
<u>Disease – Policy Limit</u>	\$1,000,000

a. Policy shall contain a **waiver of subrogation** against the County of Santa Cruz.

**4. Builders' Risk Insurance or Installation Floater** \$\_\_\_\_\_

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

a. The County of Santa Cruz, the CONTRACTOR, SUB-CONTRACTORS, engineer and engineer's consultant and any others with an insurable interest in the work shall be **Insureds** on the policy.

- b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for soft costs, flood and earth movement.**
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the County of Santa Cruz, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the County.
- e. Policy must provide coverage from the time any covered property becomes the responsibility of the CONTRACTOR, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a **waiver of subrogation** against the County of Santa Cruz.
- g. CONTRACTOR is responsible for the payment of all policy deductibles.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the County of Santa Cruz is named as an additional insured, the County of Santa Cruz shall be an additional insured to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Contract.
- 2. The CONTRACTOR’S insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after **THIRTY (30) DAYS** prior written notice has been given to the County. Such notice shall be sent directly via ***Certified Mail—Return Receipt Requested*** to the following person and address:

Jesus Valdez, P.E., Director  
 Santa Cruz County Public Works Department  
 Gabilondo-Zehentner Centennial County Service Center  
 275 Rio Rico Drive  
 Rio Rico, Arizona 85648

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.

- E. VERIFICATION OF COVERAGE:** CONTRACTOR shall furnish the COUNTY with certificates of insurance (ACORD form or equivalent approved by the COUNTY) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the 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 and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the following person and address:

Jesus Valdez, P.E., Director  
Santa Cruz County Public Works Department  
Gabilondo-Zehentner Centennial County Service Center  
275 Rio Rico Drive  
Rio Rico, Arizona 85648

The COUNTY project/contract number and project description must be noted on the certificate of insurance. The COUNTY reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. SUB-CONTRACTORS:** CONTRACTOR'S certificate(s) shall include all SUB-CONTRACTORS as additional insureds under its policies *or* CONTRACTOR shall furnish to the COUNTY separate certificates and endorsements for each SUB-CONTRACTOR. All coverages for SUB-CONTRACTORS shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

#### **ARTICLE 5 – INDEMNIFICATION CLAUSE**

The CONTRACTOR agrees to defend, indemnify, save and hold harmless the County of Santa Cruz, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as "indemnitee," from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the CONTRACTOR to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the CONTRACTOR will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the CONTRACTOR agrees to waive all rights of subrogation against the COUNTY, its officers,

officials, agents and employees for losses arising from the work performed by the CONTRACTOR for the COUNTY.

The insurance, its limits, amount and type required herein shall in no way be construed as limiting the scope of this indemnity.

**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 Santa Cruz 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 Santa Cruz 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/SUB-CONTRACTOR 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 Agreement. 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 SUB-CONTRACTORS 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 SUB-CONTRACTOR to perform work that does not fall within the scope of the SUB-CONTRACTOR'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 SUB-CONTRACTOR(S) and of persons directly or indirectly employed by SUB-CONTRACTOR 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 SUB-CONTRACTOR, except as may be required by law.

CONTRACTOR must use the SUB-CONTRACTORS named on CONTRACTOR'S SUB-CONTRACTOR List submitted with the bid. No SUB-CONTRACTOR may be added or changed without the prior written approval of the COUNTY subsequent to review and approval by the Administering Department Director. Substitution SUB-CONTRACTORS 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.

**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 by this reference as if fully set forth herein ***including flow down of all provisions and requirements to any SUB-CONTRACTORS***. 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 SUB-CONTRACTORS 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 SUB-CONTRACTORS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the SUB-CONTRACTOR 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 Santa Cruz 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:**  
Jesus J. Valdez, P.E., Director

**CONTRACTOR:**  
CONTRACTOR

Santa Cruz County Public Works Department  
275 Rio Rico Drive  
Rio Rico, Arizona 85648  
(520) 375-7899

<CONTRACTOR Name>  
<CONTRACTOR Address>  
<City, State, & Zip>  
<Tel: (XXX) XXX-XXXX>  
<Fax: (XXX) XXX-XXXX>

**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 the COUNTY’S Request for Proposal (RFP) and the Exhibits thereto on the SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) HARSHAW ROAD BRIDGE / RECONSTRUCTION PROJECT / BID NUMBER: B-05-18-CO05, all bid documents, which include but are not limited to bid schedule, bonds (bid, payment, and performance), general conditions, special provisions, technical specifications, plans, construction documents, drawings, addenda, and information provided in the CONTRACTOR’S response to RFP on this project. All of these documents are hereby incorporated herein by this reference as if they were fully set forth 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:

1. This Contract
2. Bid Form
3. Special Provisions, Technical Specifications, and Plans
4. CONTRACTOR’S Response to the Solicitation
5. Instructions to Bidders
6. Request for Proposal.

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 document incorporated herein, 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 County Manager and CONTRACTOR'S counterpart official, such meeting to be held within one 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 SUB-CONTRACTOR 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 SUB-CONTRACTOR in order to verify such party’s compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR’S or any SUB-CONTRACTOR’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 SUB-CONTRACTOR, 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 SUB-CONTRACTOR (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 SUB-CONTRACTOR of COUNTY’S rights, and the SUB-CONTRACTOR’S obligations, under this Article by including a provision in each subcontract substantially in the following form:

“SUB-CONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUB-CONTRACTOR’S employees, and with the requirements of A.R.S. § 23-214 (A). SUB-CONTRACTOR further agrees that COUNTY may inspect the SUB-CONTRACTOR’S books and records to insure that SUB-CONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUB-CONTRACTOR is a material breach of this contract subjecting SUB-CONTRACTOR 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 – 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:**

\_\_\_\_\_  
Rudy Molera, Chairman  
Santa Cruz County Board of Supervisors

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charlene Laplante, Chief Civil Deputy  
Santa Cruz County Attorney's Office

\_\_\_\_\_  
Date



## **EXHIBIT 21**

### **ADDENDA**

SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
HARSHAW ROAD BRIDGE  
RECONSTRUCTION PROJECT  
BID NUMBER: B-05-18-CO05

**THERE ARE NO ADDENDA AS OF THE RELEASE DATE AND TIME OF THIS  
REQUEST FOR PROPOSALS (RFP)**