



SANTA CRUZ COUNTY, ARIZONA  
REQUEST FOR PROPOSALS (RFP)

**BID NUMBER: B-05-23-CO30**

**COUNTY COMPLEX SAFETY FENCE  
IMPROVEMENT PROJECT  
FOR SANTA CRUZ COUNTY, ARIZONA**

Release Date: June 23, 2023  
Release Time: 9:00 A.M. (Arizona Time)

**RFP packets may be obtained at:**

Santa Cruz County  
Public Works Department  
2150 North Congress Drive, Suite 116  
Nogales, Arizona 85621

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	June 23, 2023 at 9:00 AM
Deadline to Submit Questions on RFP	July 11, 2023 by 5:00 PM
Deadline to Submit Bids	July 24, 2023 by 2:30 PM
Award Recommendation to County Board of Supervisors	TBD

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**NOTICE TO BIDDERS**

**SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
COUNTY COMPLEX SAFETY FENCE  
IMPROVEMENT PROJECT  
FOR SANTA CRUZ COUNTY, ARIZONA  
BID NUMBER: B-05-23-CO30**

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:

**COUNTY COMPLEX SAFETY FENCE  
IMPROVEMENT PROJECT**

**WHERE TO OBTAIN RFP PACKET:**

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

Santa Cruz County  
Public Works Department  
Santa Cruz County Complex  
2150 North Congress Drive, Suite 116  
Nogales, Arizona 85621

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

**BID LABELING INSTRUCTIONS:**

Bidders must label their bids on the outside of the package as follows:

**COUNTY COMPLEX SAFETY FENCE  
IMPROVEMENT PROJECT  
FOR SANTA CRUZ COUNTY, ARIZONA  
BID NUMBER: B-05-23-CO30**

**WHERE TO SUBMIT BID:**

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

Attention: Alma Schultz, 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 **July 24, 2023 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 11, 2023 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 June 23, 2023 and June 27, 2023

## **INSTRUCTIONS TO BIDDERS**

**SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
COUNTY COMPLEX SAFETY FENCE  
IMPROVEMENT PROJECT  
FOR SANTA CRUZ COUNTY, ARIZONA  
BID NUMBER: B-05-23-CO30**

### **INTRODUCTION**

The Santa Cruz County Public Works Department is soliciting bids for the construction of a black vinyl chain link security fence and gate located at the Santa Cruz County Administrative and Criminal Justice Complex.

### **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 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.

### **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. Except as provided in the “Reservation of Rights” below.
2. **Services Subject To ARS Title 34, Chapter 2:** A contract will be awarded to the lowest responsible bidder except as provided in the “Reservation of Rights” below.
3. **Reservation of Rights:** Notwithstanding the foregoing, or anything in the RFP packet to the contrary, Santa Cruz County reserves the right to consider alternatives and/or to reject any or all bids, and to waive irregularities of information in any bid.

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

Attention: Alma Schultz, 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”) / COUNTY COMPLEX SAFETY**



**FENCE / BID NUMBER: B-05-23-CO30**) 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 Times New Roman (12 point) or Arial (10 point) fonts on 8.5 x 11 inch paper. An 11 inch x 17 inch folded page will count as one page where the use of that size paper is appropriate. 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 **July 24, 2023 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 and before bids are open. 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 **NINETY (90) WORKING DAYS** construction period from the date of the "Notice to Proceed" on the **SANTA CRUZ COUNTY, ARIZONA ("COUNTY") / COUNTY COMPLEX SAFETY FENCE / BID NUMBER: B-05-23-CO30.**

### **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 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.

## **TERMS AND CONDITIONS**

**SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
COUNTY COMPLEX SAFETY FENCE  
IMPROVEMENT PROJECT  
FOR SANTA CRUZ COUNTY, ARIZONA  
BID NUMBER: B-05-23-CO30**

### **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 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") / COUNTY COMPLEX SAFETY FENCE / BID NUMBER: B-05-23-CO30** 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 **NINETY (90) WORKING 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”) COUNTY COMPLEX SAFETY FENCE / BID NUMBER: B-05-23-CO30**.

### **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.

**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

<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  
2150 North Congress Drive, Suite 116  
Nogales, Arizona 85621

**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  
2150 North Congress Drive, Suite 116  
Nogales, Arizona 85621

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”) COUNTY COMPLEX SAFETY FENCE / BID NUMBER: B-05-23-CO30.**

**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 two years for workmanship, and 10 years for material 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

**TWO (2) YEAR** for workmanship, and construction.  
**TEN (10) YEAR** for materials used.

**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 **TWO (2) 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 two-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 period 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”)  
COUNTY COMPLEX SAFETY FENCE  
BID NUMBER: B-05-23-CO30**

### **1.0 SPECIFICATIONS**

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

**SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / COUNTY COMPLEX SAFETY FENCE / BID NUMBER: B-05-23-CO30.**

### **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”) / COUNTY COMPLEX SAFETY FENCE / BID NUMBER: B-05-23-CO30** in accordance with these specifications.

### **1.2 DETAILED SPECIAL PROVISIONS**

The Detailed Special Provisions are included as part of this RFP.

### **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:

**TWO (2) YEAR** warranty for workmanship from Substantial Completion.

**TEN (10) YEAR** warranty for materials used 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 all materials used during and for construction meet or exceed the latest revised Occupational Safety and Health Administration (“OSHA”) and Federal Safety Standards. All work and materials shall conform to the current *Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, unless otherwise specified in this document or otherwise instructed by the County.*

**5.0 PRICING**

The Unit 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”) / COUNTY COMPLEX SAFETY FENCE / BID NUMBER: B-05-23-CO30.** All pricing is **2150 North Congress Drive, Nogales, Arizona 85621 (Latitude: 31°22’20.42”N, Longitude: 110°56’22.55”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 **NINETY (90) WORKING 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”) / COUNTY COMPLEX SAFETY FENCE / BID NUMBER: B-05-23-CO30** 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”) COUNTY COMPLEX SAFETY FENCE / BID NUMBER: B-05-23-CO30**. 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 with 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 **NINETY (90) CONSECUTIVE DAYS**. The Contract Time is the period of time specified above, hereof as follows; consecutively 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 ensure 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, 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.

## SPECIAL PROVISIONS

**SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
COUNTY COMPLEX SAFETY FENCE  
IMPROVEMENT PROJECT  
FOR SANTA CRUZ COUNTY, ARIZONA  
BID NUMBER: B-05-23-CO30**

(406ACMSP, 09/08/11)

**ITEM 4060009 - ASPHALTIC CONCRETE (MISCELLANEOUS PAVING):**

**DESCRIPTION:**

The work under this item shall consist of constructing Asphaltic Concrete (Miscellaneous Paving), hereinafter asphaltic concrete, by furnishing all materials, mixing, hauling and placing a mixture of aggregate materials and bituminous material (asphalt cement) to form a pavement course or to be used for other specified purposes, in accordance with the details shown on the project plans, the requirements of the specifications, and as directed by the Engineer.

Asphaltic concrete shall be produced from commercial sources or from any source approved by the Engineer.

**MATERIALS:**

Aggregate for asphaltic concrete shall have an abrasion of not more than nine percent loss at 100 revolutions when tested in accordance with AASHTO T 96. The aggregate shall be crushed and processed to the following grading limits such that the sand equivalent is at least 55 when tested in accordance with AASHTO T 176. The gradation will be determined in accordance with the requirements of Arizona Test Method 201.

Sieve Size	Percent Passing
3/4-inch	100
1/4-inch	55 - 75
No. 8	40 - 55
No. 200	0 – 6.0

Bituminous material shall be a performance grade (PG) asphalt binder, conforming to the requirements of Section 1005. The type of asphalt binder shall be PG **70-10**.

**(A) Proportions:**

The asphalt cement content will be specified by the Engineer and will be appropriate with the characteristics of the aggregates furnished from which the asphaltic concrete is to be produced.

The percent of asphalt cement used shall be based on the weight of total mix (asphalt cement and aggregate).

**(B) Sampling and Testing:**

Sampling and testing the materials or mixture for quality control purposes shall be the contractor's responsibility. The Engineer reserves the right to sample and test the materials and mixture as the Engineer deems necessary to determine that the materials and mixture reasonably conform to the requirements specified herein.

**CONSTRUCTION REQUIREMENTS:**

Before asphaltic concrete is placed, the surface to be paved shall be cleaned of all objectionable material and tacked with bituminous material in accordance with the requirements of Section 404.

Just prior to being placed, the asphaltic concrete shall be in a thoroughly mixed condition, free of lumps and crusts and at such a temperature as to be in a free flowing, workable condition.

The asphaltic concrete shall be placed, using approved equipment and methods, to the lines and grades shown on the project plans or as directed by the Engineer.

The asphaltic concrete shall be compacted, using approved equipment and methods, to the satisfaction of the Engineer.

**(A) Acceptance:**

Asphaltic concrete will be accepted complete in place, if, in the judgment of the Engineer, the asphaltic concrete reasonably conforms to the requirements specified herein. Asphaltic concrete that is not acceptable and is rejected shall be replaced to the satisfaction of the Engineer and at no additional cost to the Department.

**METHOD OF MEASUREMENT:**

Asphaltic Concrete (Miscellaneous Paving) will be measured by the ton for the mixture actually used, which will include the weight of aggregate and bituminous material. Measurement will include any tonnage used in construction of intersections, turnouts, curbs, spillways and spillway inlets, ditches, catch basin entrances, median strips, sidewalks or other miscellaneous items or surfaces.

**BASIS OF PAYMENT:**

The accepted quantities of Asphaltic Concrete (Miscellaneous Paving), measured as provided above, will be paid for at the contract unit price per ton for the bituminous mixture complete in place.

No direct payment will be made for the bituminous material in the asphaltic concrete, or the bituminous material for tack coat, or for the application of tack coat, the price being considered as included in the price paid for asphaltic concrete.

Asphaltic concrete may be measured by volume, upon the execution of a Supplemental Agreement which will specify the manner in which the volume is determined. The volume will include the volume of aggregate and bituminous material.



(913BKPRT, 02/18/21)

**SECTION 913 - BANK PROTECTION:** of the Standard Specifications is revised to read:

**913-1 DESCRIPTION:**

The work under this section shall consist of furnishing all materials and constructing bank protection in accordance with the details shown on the plans and the requirements of the specifications.

Bank protection shall be dumped riprap, grouted riprap, wire tied riprap, riprap in wire baskets or gabions, soil-cement, and other types of bank protection and shall be constructed at the locations and as shown on the plans.

**913-2 MATERIALS:**

**913-2.01 RIPRAP BANK PROTECTION:**

**(A) Rock:**

Rock shall be sound and durable, free from clay or shale seams, cracks or other structural defects.

The bulk (SSD) specific gravity of the rock shall be a minimum of 2.4 as determined in accordance with the requirements of Arizona Test Method 210.

Rock used to construct dumped riprap shall be angular in shape. Rock used to construct other types of bank protection may be rounded stones or boulders. Rock shall have a least dimension not less than one-third of its greatest dimension and a gradation in reasonable conformity with that shown herein for the various types of bank protection. Control of the gradation will be by visual inspection.

When a source of rock is designated by the Department, it shall be the contractor's responsibility to negotiate for the material, obtain the right-of-way, and pay all royalties and damages.

The acceptability of the rock will be determined by the Engineer by visual inspection and/or testing. If testing is required, suitable samples of rock shall be taken in the presence of the Engineer at least 25 days in advance of its expected use. The approval of some rock fragments from a particular quarry site shall not be construed as constituting the approval of all rock fragments taken from that quarry.

During construction of the bank protection, the contractor shall provide two samples of rock for the intended use. The amount of each sample for dumped riprap and riprap (slope mattress) shall be at least five tons. The amount of each sample for grouted riprap, wire tied riprap, gabions, and rail bank protection shall be at least 500 pounds. One sample shall be provided at the construction site and may be a part of the finished bank protection. The other sample shall be provided at the quarry. These samples will be used as a frequent reference for judging the gradation of the rock supplied. Any difference of opinion between the Engineer and the contractor shall be resolved by checking the gradation of two random samples of the rock.

Material that is deemed unacceptable by the Engineer shall be replaced with acceptable material at no additional cost to the Department.

**(1) Grouted Riprap:**

Gradation of the rock for grouted riprap shall be as specified in the Special Provisions or as shown on the plans.

**(2) Wire Tied Riprap:**

Rock for wire tied riprap shall be well graded with at least 95 percent exceeding the least dimension of the wire mesh opening. The maximum size rock, measured normal to the mat, shall not exceed the mat thickness.

**(3) Dumped Riprap:**

Gradation of the rock for dumped riprap shall be as shown on the plans or as specified in the Special Provisions.

All equipment, sorting sites, and labor needed to check gradation shall be provided by the contractor at no additional cost to the Department.

**(4) Gabions:**

Rock for gabions shall be well graded, varying in size from 4 to 8 inches.

**(5) Riprap (Slope Mattress):**

Rock for slope mattress shall be well graded with 70 percent exceeding three inches. The maximum dimension of a single rock shall not exceed the least dimension of the gabion.

**(6) Rail Bank Protection:**

Rail bank protection rock shall be well graded, varying in size from 4 to 12 inches.

**(B) Metal Items:**

**(1) Wire Fabric:**

Welded wire fabric shall be galvanized and shall conform to the requirements of AASHTO M 336, except that the minimum weight of the zinc coating shall be 0.15 ounces per square foot of actual surface.

Woven wire fabric shall be galvanized and shall conform to the requirements of ASTM A116, except that the minimum weight of the zinc coating shall conform to the requirements of ASTM A641, Class 3.

Wire fabric shall be of the diameter, spacing, pattern, and dimensions shown on the plans. The selvage on each sheet of mesh shall be galvanized steel wire with a minimum diameter 25 percent larger than that used in the body of the mesh.

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

**(2) Miscellaneous Fittings and Hardware:**

Miscellaneous fittings and hardware shall be of the type and size provided by the manufacturer of the major item to which they apply and shall be galvanized in accordance with the requirements of AASHTO M 232.

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

**(3) Tie Wires:**

Tie wires shall be of good commercial quality and the size shall be as shown on the plans, except that the minimum weight of the zinc coating shall conform to the requirements of ASTM A641, Class 3. The contractor may use approved wire fasteners on gabions, slope mattresses, or wire fabric in lieu of tie wires.

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

**(4) Steel Cable:**

Steel cable shall be zinc-coated steel structural wire rope conforming to the requirements of ASTM A475, seven-wire strand, Class A, for the diameter shown on the plans.

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

**(5) Railroad Rail:**

Railroad rails may be new or used. If used rails are furnished, they shall be free from rust and equal to at least 95 percent of the original section.

**(6) Soil Anchor Stakes:**

Soil anchor stakes shall be made of steel and of the length shown on the plans. When not specified to be railroad rails, the following items may be used: crane rails with a weight of at least 40 pounds per linear foot, 2-inch diameter steel pipe conforming to the requirements of ASTM A53, or 3-inch by 3-inch by 3/8-inch structural steel angles conforming to the requirements of ASTM A36. Used rails, pipes or angles may be used provided the material is not rusted or damaged to the extent that the strength of the item is reduced to less than 90 percent of a new item of the same type and size.

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

**(C) Bedding Material:**

Bedding material shall consist of granular material having a maximum dimension of 2 inches and shall be free of clay or organic material.

**(D) Grout:**

Grout shall consist of Portland cement, aggregate, and water. It may also contain supplementary cementitious material. Portland cement, aggregate, water, and supplementary cementitious material shall conform to the requirements of Section 1006 of the specifications. Chemical admixtures may be used and shall conform to the requirements of Subsection 1006-2.04 of the specifications, except no admixtures containing chlorides or nitrates shall be used. Air-entraining admixtures, conforming to the requirements of Subsections 1006-2.04 and 1006-3.01(E) of the specifications, shall be required for grout placed at elevations of 3000 feet or above.

The grout shall meet the requirements shown in table 1:

<b>Table 1</b>			
<b>Minimum Cementitious Material Content: Lbs. per CY (See Note 1)</b>	<b>Maximum Water/Cementitious Material Ratio (w/cm): Lb./Lb.</b>	<b>Slump: Inches (See Note 2)</b>	<b>Air Content: Percent (See Note 3)</b>
850	0.60	9 ± 2	0 – 8
Notes:  (1) A maximum of 25 percent of the cementitious material, by weight, may consist of an approved Class F fly ash, conforming to the requirements of ASTM C618.  (2) The slump shall be in the appropriate range to permit gravity flow into the interstices with limited spading and brooming. The consistency of the grout shall be as approved by the Engineer.  (3) For placement of grout at elevations of 3000 feet or above, the air content shall be a minimum of 4 percent and a maximum of 8 percent.			

The mix shall consist of fine aggregate; however, the contractor may use No. 8 coarse aggregate in the grout. If No. 8 coarse aggregate is used, the volume shall be a maximum of 35 percent of the total aggregate volume.

For plant-mixed grout, the proportioning, mixing, and placing shall be in accordance with the applicable requirements in Section 1006 of the specifications.

For on-site mixing, grout that has been mixed more than one hour shall not be used.

Retempering of grout will not be permitted.

**(E) Bank Protection Fabric:**

Fabric shall be supplied in accordance with and conform to the material requirements of Subsections 1014-1 and 1014-5 of the specifications, respectively. Special attention shall be given to the required survivability of the fabric.

The identification, packaging, handling, and storage of the geotextile fabric shall be in accordance with ASTM D4873. Fabric rolls shall be furnished with suitable wrapping for protection against moisture and extended ultraviolet exposure prior to placement. Each roll shall be labeled or tagged to provide product identification sufficient to determine the product type, manufacturer, quantity, lot number, roll number, date of manufacture, shipping date, and the project number and name to which it is assigned. Rolls shall be stored on-site or at another storage location in a manner which protects them from the elements. If stored outdoors, rolls shall be elevated and protected with a waterproof, light colored, opaque cover. At no time, shall the fabric be exposed to sunlight for a period exceeding 14 days.

**(F) Sacked Concrete:**

Sacked concrete shall be utility concrete conforming to the requirements of Section 922 of the specifications, except that the minimum cement content shall be 376 pounds per cubic yard; the slump shall be from 3 to 5 inches; and the aggregate shall conform to the gradation requirements shown in table 2 when tested in accordance with the requirements of Arizona Test Method 201:

<b>Sieve Size</b>	<b>Percent Passing</b>
2 inch	100
1/4 inch	45 - 89
No. 200	0 -12

Sacks for sacked concrete riprap shall be made of at least AASHTO M 182, Class 3, burlap and shall be approximately 19-1/2 by 36 inches measured inside the seams when the sack is laid flat, with an approximate capacity of 1-1/4 cubic feet. Sound, reclaimed sacks may be used.

**913-2.02 SOIL-CEMENT BANK PROTECTION:**

**(A) Hydraulic Cement, Fly Ash, and Water:**

Hydraulic cement, fly ash, and water shall conform to the requirements of Subsection 1006-2 of the specifications.

**(B) Soil-Aggregate:**

The source of soil-aggregate materials shall be the responsibility of the contractor. The contractor shall be solely responsible for the construction of the stockpile(s), including monitoring for quality and uniformity of the material placed therein. The soil-aggregate used in the soil-cement mixture shall consist of stones, gravel or other approved inert material of similar characteristics, and shall be clean and free from vegetable

matter and other deleterious substances. Soil-cement aggregate shall conform to the gradation requirements shown in table 3 when tested in accordance with Arizona Test Method 201:

<b>Table 3</b>	
<b>Soil-Cement Aggregate</b>	
<b>Sieve Size</b>	<b>Percent Passing</b>
1-1/2 in	98 - 100
No. 4	60 - 90
No. 200	5 - 15

Class 2 ABC may be used in-lieu of aggregate meeting the requirements of the table 3. The contractor may submit a request to use alternate material to the Engineer for review and approval.

The Plasticity Index shall be a maximum of seven when tested in accordance with the requirements of AASHTO T 90.

Clay lumps larger than 1 inch shall be removed.

When soil-aggregates are stored on the ground, the sites for the stockpiles shall be clear of all vegetation and level. The bottom six inch layer of aggregate stored on the ground shall not be disturbed or used.

The debris or waste material resulting from the clearing and preparing of the site shall be disposed of in accordance with Subsection 201-3.02 of the specifications.

**(C) Mix Design Requirements for Soil-Cement Bank Protection:**

Utilizing soil-aggregate, cementitious material, and water, a mix design conforming to the requirements specified herein shall be formulated and submitted by the contractor to the Engineer for approval prior to incorporating any of the material into the work.

The amount of cement shall be determined by laboratory testing by the contractor in accordance with Arizona Test Method 220. For mix design purposes only, the cement content of the soil-cement mixture shall be determined as the cement content which yields a seven day compressive strength of 1250 psi for the soil-cement mixture.

The percent of cement to be used in the mix shall be calculated to be the weight of cement divided by the total weight of the dry compacted soil-cement.

Included in the mix design data shall be the grade of cement, brand of fly ash, and the source of aggregate. A new mix design shall be submitted for approval any time the contractor requests a change in soil-aggregate source from that given in the approved mix designs.

### **913-3 CONSTRUCTION REQUIREMENTS:**

#### **913-3.01 RIPRAP BANK PROTECTION:**

Areas on which bank protection is to be constructed shall be cleared, grubbed, and excavated or backfilled in accordance with the requirements of the appropriate sections of Division II to produce a ground surface in reasonable conformance with the lines and grades shown on the plans or established by the Engineer.

Placement through water will not be permitted unless otherwise approved by the Engineer.

Areas which are excavated for installation of rail bank protection shall be backfilled to original ground or to the lines and grades shown on the plans.

##### **(A) Bank Protection Fabric:**

When fabric is required, it shall be placed in the manner and at the locations shown on the plans. The surface to receive the fabric shall be free of obstructions, depressions and debris. The fabric shall be loosely laid and not placed in a stretched condition.

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

When the maximum size of the rock to be placed on fabric exceeds 18 inches, the fabric shall be protected during the placement of the rock by a layer of bedding material. The bedding material shall be spread uniformly on the fabric to a depth of 4 inches and shall be free of mounds, dips or windrows. Compaction of the bedding material will not be required.

Rock shall be carefully placed on the bedding material and fabric in such a manner as not to damage the fabric. If, in the opinion of the Engineer, the fabric is damaged or displaced to the extent that it cannot function as intended, the contractor shall remove the rock, regrade the area if necessary, and replace the fabric.

##### **(B) Dumped Riprap:**

The rock shall be placed to its specified thickness in one operation and in a manner which will produce a reasonably well graded mass with a minimum amount of voids and with the larger rock evenly distributed throughout the mass.

No method of placing the rock that will cause segregation will be allowed. Hand placing or rearranging of individual rock may be necessary to obtain the specified results.

##### **(C) Wire Tied Riprap:**

After installation of the lower portion of the wire mesh, rock shall be placed in accordance with the requirements of Subsection 913-3.01(B) of the specifications.

After placement of the rock, the upper portion of the wire mesh shall be placed, laced, and tied in accordance with the details shown on the plans.

**(D) Grouted Riprap:**

Rock for grouted riprap shall be placed in accordance with the requirements of Subsection 913-3.01(B). The stones shall be thoroughly moistened and any excess of fines shall be sluiced to the underside of the stone blanket before grouting.

The grout may be delivered to the place of final deposit by any means that will ensure uniformity and prevent segregation of the grout. If penetration of grout is not obtained by gravity flow into the interstices, the grout shall be spaded or rodded to completely fill the voids in the stone blanket. Pressure grouting shall not unseat the stones, and during placing by this method, the grout shall be spaded or rodded into the voids.

Penetration of the grout shall be to the depth specified on the plans. When a rough surface is specified, stones shall be brushed until 25 to 50 percent of the depth of the maximum size stone is exposed. For a smooth surface, grout shall fill the interstices to within 1/2 inch of the surface.

Grout shall not be placed when the descending air temperature falls below 40 degrees Fahrenheit nor until the ascending air temperature rises above 35 degrees Fahrenheit. Temperatures shall be taken in the shade away from artificial heat.

Curing of the grout shall be in accordance with the requirements of Subsection 912-3.09 of the specifications.

The contractor may use shotcrete conforming to the requirements of Section 912 of the specifications in lieu of grout.

**(E) Slope Mattress Riprap:**

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

Excavation for toe or cut-off walls shall be made to the neat lines of the wall.

Mattresses shall be fabricated in such a manner that the sides, ends, lid and diaphragms can be assembled at the construction site into rectangular units of the specified sizes. Mattresses are to be of single unit construction, the base, ends and sides either to be woven into a single unit or one edge of these members connected to the base section of the unit in such a manner that strength and flexibility at the point of connection is at least equal to that of the mesh.

All perimeter edges of the mattresses are to be securely selvaged or bound so that the joints formed by tying the selvages have at least the same strength as the body of the mesh.



Mattresses shall be placed to conform to the details shown on the plans. Stones shall be placed in close contact within the unit so that maximum fill is obtained. The units may be filled by machine with sufficient hand work to accomplish the requirements of this specification.

Broken concrete shall not be used in slope mattresses.

Before the mattress units are filled, the longitudinal and lateral edge surfaces of adjoining units shall be tightly connected by means of wire ties placed every four inches or by a spiral tie having a complete loop every four inches. The lid edges of each unit shall be connected in a similar manner to adjacent units. The slope mattress shall be anchored as shown on the plans. Each anchor stake shall be fastened to the cover mesh with a tie wire.

**(F) Gabions:**

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

Excavation for toe or cut-off walls shall be made to the neat lines of the wall.

Gabions shall be fabricated in such a manner that the sides, ends, lid and diaphragms can be assembled at the construction site into rectangular units of the specified sizes. Gabions are to be of single unit construction, the base, ends and sides either to be woven into a single unit or one edge of these members connected to the base section of the unit in such a manner that strength and flexibility at the point of connection is at least equal to that of the mesh.

Where the length of the gabion exceeds its horizontal width, the gabion is to be equally divided by diaphragms, of the same mesh type as the body of the gabions, into cells whose length does not exceed the horizontal width. The gabion shall be furnished with the necessary diaphragms secured in proper position on the base section in such a manner that no additional tying at this juncture will be necessary.

All perimeter edges of gabions are to be securely selvaged or bound so that the joints formed by tying the selvages have at least the same strength as the body of the mesh.

Gabions shall be placed to conform to the details shown on the plans. Stones shall be placed in close contact in the unit so that maximum fill is obtained. The units may be filled by machine with sufficient hand work to accomplish requirements of this specification.

The exposed face or faces shall be hand-placed using selected stones to prevent bulging of the gabion cell and to improve appearance. Each cell shall be filled in three lifts.

Two connecting tie wires shall be placed as shown on the plans between each lift in each cell.

Care shall be taken to protect the vertical panels and diaphragms from being bent during filling operations.

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

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

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

**(G) Sacked Concrete Riprap:**

The sacks shall be filled with concrete, loosely packed so as to leave room for folding or tying at the top. Approximately one cubic foot of concrete shall be placed in each sack. Immediately after filling, the sacks shall be placed according to the details shown on the plans and lightly trampled to cause them to conform with the earth face and to adjacent sacks in place.

The first two courses shall provide a foundation of double thickness. The first foundation course shall consist of a double row of stretchers laid level and adjacent to each other in a neatly trimmed trench. The trench shall be cut back into the slope a sufficient distance to enable proper subsequent placement of the riprap. The second foundation course shall consist of a row of headers placed directly above the double row of stretchers. The third and remaining courses shall consist of a double row of stretchers and shall be placed in such a manner that joints in succeeding courses are staggered.

All dirt and debris shall be removed from the top of the sacks before the next course is laid thereon. Stretchers shall be placed so that the folded ends will not be adjacent. Headers shall be placed with the folds toward the earth face. Not more than four vertical courses of sacks shall be placed in any tier until initial set has taken place in the first course of any such tier.

When there will not be proper bearing or bond for the concrete because of delays in placing succeeding layers of sacks, a small trench shall be excavated back of the row of sacks already in place, and the trench shall be filled with fresh concrete before the next layer of sacks is laid. The size of the trench and the concrete used for this purpose shall be approved by the Engineer. The Engineer may require header courses at any level to provide additional stability to the riprap.

Sacked concrete riprap shall be cured by being covered with a blanket of wet earth or by being sprinkled with a fine spray of water every two hours during the daytime for a period of four days.

**(H) Rail Bank Protection:**

Excavation, where required for rock fill, shall be performed in reasonably close conformity to the lines and grades established or shown on the plans.

Rails shall be driven at the locations and to the minimum penetrations shown on the plans. Driving equipment shall be capable of developing sufficient energy to drive the rails to the specified minimum penetration and be approved by the Engineer.

If hard material is encountered during driving before minimum penetration is reached and it has been demonstrated to the satisfaction of the Engineer that additional attempts at driving would result in damage to the rails, the Engineer may order additional work to be performed, such as jetting or drilling, in order that minimum penetration may be obtained or the Engineer may order the minimum penetration to be reduced as required by the conditions encountered.

Wire fabric shall be securely fastened to the rails, placed in the trenches and laid on the slopes. The rock backfill shall then be carefully placed so as not to displace the wire fabric or rails. The wire fabric shall entirely enclose the rock backfill.

The completed rock fill shall be backfilled as necessary and the waste material disposed of as directed by the Engineer.

**913-3.02 SOIL-CEMENT BANK PROTECTION:**

Soil-cement bank protection construction shall include excavating, backfilling, and grading the wash bed and banks to the lines, grades and cross sections shown on the plans or established by the Engineer; furnishing and mixing aggregate, cement, fly ash and water; and spreading, compacting, and curing the mixture.

The contractor shall investigate for ground water as soon as possible. If there is a need for dewatering, the contractor shall provide to the Engineer for review a comprehensive dewatering plan a minimum of two weeks before construction starts. The dewatering plan shall address any water quality requirements of the Corps of Engineers permit and ADEQ certification. Dewatering activities shall not begin until the Engineer has approved the plan.

The dewatering shall comply with all laws and permit requirements.

If changes to the approved dewatering plan are required, the contractor shall submit a revised plan to the Engineer for approval.

For soil-cement bank protection, the contractor shall be responsible for quality control as necessary to meet the requirements established herein. The contractor shall monitor the complete mix during construction of soil-cement, including the amounts of cement and fly ash used.

**(A) Required Contractor Submittals:**

Two weeks prior to the start of the soil-cement bank protection construction, the contractor shall submit in writing to the Engineer for approval, the following items:

- (1) The type of spreading and compaction equipment to be used.
- (2) The number and type of watering equipment to be used.
- (3) The method used to keep surfaces continuously moist until subsequent layers of soil-cement are placed.
- (4) The method used to cure permanently exposed surfaces.
- (5) The proposed source of soil-aggregate.
- (6) The proposed source(s) of Portland cement and fly ash (if used).

- (7) The approximate length of soil-cement bank protection or area of soil-cement to be placed each day prior to starting placement and compaction operations, on a daily basis.
- (8) The soil-cement mix design.

Such submittals shall not relieve the contractor of the responsibility for achieving the desired result of constructing sound soil-cement, free from defects, according to the specifications and plans, or as directed by the Engineer. Changes in the source(s) of cement or fly ash will not be permitted without the prior approval of the Engineer.

**(B) Preparation of Subgrade:**

Before placement of the soil-cement, the area to be treated shall be graded and shaped to the lines and grades as shown on the plans. The subgrade shall be compacted to a minimum of 95 percent of the maximum dry density determined in accordance with Arizona Test Method 225. The subgrade shall be compacted at a moisture content within two percentage points of the optimum moisture content determined in accordance with Arizona Test Method 225.

When the embankment material is composed predominantly of rock such that these compaction control procedures will not indicate the density achieved, the Engineer will determine the amount of compaction required and the adequacy of equipment used in obtaining the required compaction. Immediately prior to placement of the soil-cement mixture, the subgrade within the lines and grades of the plans shall be moistened and any soft or yielding subgrade shall be corrected and made stable before construction proceeds in accordance with requirements of Subsection 203-5.03(A) of the specifications. Any additional subgrade reparations required outside of the lines and grades shown on the plans, as determined by the Engineer, shall be repaired by the contractor and paid for by Force Account.

**(C) Mixing Plant:**

Aggregate and cementitious materials for the soil-cement shall be proportioned and mixed in a central mixing plant. The mixing plant shall be either of the batch-mixing type using revolving blade, rotary drum mixers, or of the continuous mixing type using a stationary twin shaft pug mill mixer. The aggregate, fly ash, and cement shall be proportioned by weight. The mixing plant shall be designed, coordinated, and operated to produce a soil-cement mixture of the proportions specified within required tolerances.

If the soil-cement temperatures measured at the mixer are 85 degrees Fahrenheit or less, the placing and compaction shall be completed within 1-1/2 hours of the batch time. If soil-cement temperatures measured at the mixer are greater than 85 degrees Fahrenheit but less than 96 degrees Fahrenheit, placing and compaction shall be completed within 1 hour of the batch time. If soil-cement temperatures are 96 degrees Fahrenheit or greater when measured at the mixer, the contractor shall take immediate steps to lower the batch plant mix temperature to 95 degrees Fahrenheit or below, and follow the above time limits as mix temperature dictates, prior to further placement and compaction of soil-cement materials.

The water shall be proportioned by weight or volume and there shall be means by which the Engineer may readily verify the amount of water utilized per batch or the rate of water flow utilized for continuous mixing.

**(1) Measuring Devices:**

The mixing plant shall record the quantity of the material, shall have a digital readout, and shall provide daily printed record such that the total discharged quantity per hour and the cumulative total quantity are displayed.

Measuring devices shall be calibrated and approved by the Engineer.

Each weight measuring device shall be calibrated to an accuracy of 0.2 percent and shall be inspected and calibrated as often as the Engineer deems necessary to assure their accuracy.

Each volume measuring device shall be calibrated to an accuracy of  $\pm 1.5$  percent and shall be inspected and calibrated as often as the Engineer deems necessary to assure their accuracy.

**(2) Batch Mixing:**

The mixer shall be equipped with a sufficient number of paddles of a type and arrangement to produce a uniformly mixed batch. The mixer shall be equipped with a timing device which will indicate, by a definite audible or visual signal, the expiration of the mixing period. The device shall be accurate to within two seconds. The allowable tolerance for weight batching of aggregates and cementitious material shall be two percent and 0.5 percent, respectively, for each batch.

The batch mixing plants shall provide sampling facilities which are satisfactory to the Engineer and which allow representative samples of the soil-aggregate mixture prior to the addition of water and cementitious material to be obtained easily and safely. Samples of the soil-aggregate will be taken at this point to determine conformance to the gradation and plasticity requirements listed in Subsection 913-2.02(B) of the specifications.

**(3) Continuous Mixing:**

Aggregates shall be drawn from the storage facility by a feeder or feeders which will continuously supply the correct amount of soil-aggregate in proportion to the cementitious material.

A control system shall be provided that will automatically close down the plant when material in any storage facility approaches the strike off capacity of the feed gate. The plant will not be permitted to operate unless this automatic control system is in good working condition. The feeder for the soil-aggregate shall be mechanically or electrically driven.

Continuous mix plants shall provide sampling facilities which are satisfactory to the Engineer and which allow representative samples of the soil-aggregate mixture prior to the addition of water and cementitious material to be obtained easily and safely. Samples of the soil-aggregate will be taken at this point to determine conformance to the gradation and plasticity requirements listed in Subsection 913-2.02(B) of the specifications.

**(4) Blending of Cement and Fly Ash:**

The blending procedure shall be sufficient to provide a uniform, thorough, and consistent blend of cement and fly ash. The blending method and operation shall be approved by the Engineer prior to the commencement of soil-cement production. During blending of the cementitious materials, the percent of fly ash content shall not vary by more than  $\pm 0.5$  percent of the content approved by the Engineer.

Weight measuring devices are required at both the cement and fly ash feeds. At the direction of the Engineer, an additional measuring device may also be required when the cement and fly ash are pre-blended at the site. In the production of the soil-cement mixture, the percent of cementitious material shall not vary by more than  $\pm 0.5$  percent of the contents approved by the Engineer.

Silos and feeders shall be equipped and operated so as to provide uniform rates of feed and prevent caking. The charge in the batch mixer or rate of feed to the continuous mixer shall not exceed that which will permit complete mixing of all the mix material. Provisions shall be made to allow for ready sampling of the cementitious materials.

**(D) Transporting, Spreading, and Compaction:**

The soil-cement mixture shall be transported from the mixing plant to the construction site in clean hauling equipment vehicles outfitted with suitable covers to protect the mixture in unfavorable weather.

Spreading of the soil-cement mixture shall be accomplished using equipment that will produce uniform layers of the width and thickness necessary to provide for adequate compaction in conformance with the required dimensions shown on the plans for completed soil-cement layers. Where the soil-cement is to be placed in confined areas, the lifts may be spread by other methods as approved by the Engineer.

The layers of soil-cement shall not exceed 12 inches after compaction, or be less than four inches thick after compaction, unless the contractor can demonstrate the ability to place thicker layers with the equipment being utilized in the control strip. If potholing is performed to allow testing of each lift, the recompacted material used to repair the pothole shall also be tested and meet the requirements of this specification. Each successive layer shall be placed as soon as practicable after the preceding layer is completed, and approved by the Engineer. The maximum depth of compacted soil-cement that shall be placed per day in each location is four feet, unless approved by the Engineer.

Prior to spreading new material on a previously compacted lift which has cured for more than 1-1/2 hours, or if the surface has dried due to temperature and/or wind effects, scarification of the lift shall be performed parallel with the direction of placement using equipment approved by the Engineer. The scarification shall be performed to a depth of at least two inches, spaced between 18 and 24 inches. The Engineer may waive requirements for scarification if compaction is performed by means which provide an appropriate surface for bonding with the subsequent layer.

All construction equipment, including water spray trucks, shall be restricted from entering scarified surface areas during the interim between spreading and compaction operations.

If the surface cannot be scarified, the surface shall have cement grout slurry applied to ensure a proper bonding between lifts. The cement slurry shall have a water/cement ratio between 0.70 and 0.80 and be approved for use by the Engineer prior to placement of any additional soil-cement mixture.

All soil-cement surfaces that will be in contact with succeeding layers of soil-cement shall be kept continuously moist by fog spraying until placement of the subsequent layer, provided that the contractor will not be required to keep such surfaces continuously moist for a period longer than seven days. Mixing and placing shall not proceed when the soil-aggregate or the area on which the soil-cement is to be placed is frozen. Soil-cement shall be mixed and placed when the air is at least 40 degrees Fahrenheit and rising.

**(E) Monitoring Moisture Content in the Field:**

Control of water content by the contractor in the field shall be accomplished in two ways:

- (1) The moisture-density relationship for the soil-cement mixture shall be determined in accordance with Arizona Test Method 221 on a routine basis, or when any significant gradation shift or rock content change occurs.
- (2) The actual moisture content of the mixture at the time of compaction, or shortly thereafter, shall be determined in accordance with Arizona Test Method 235 to determine if the optimum moisture content as determined by Arizona Test Method 221 is being maintained. The water content in the soil-cement mixture is to be continuously monitored, and the mixing water shall be adjusted at the plant as necessary to achieve the compressive strength and compaction requirements specified herein.

**(F) Quality Control Compaction Testing:**

Soil-cement shall be uniformly compacted to a minimum of 98 percent of the maximum dry density determined in accordance with Arizona Test Method 221. A running average of five consecutive in place density tests shall not be less than 100 percent of maximum density as monitored by nuclear density tests in accordance with Arizona Test Method 235. Compaction shall be performed within 2 percentage points of the optimum moisture content as determined in accordance with Arizona Test Method 221. Quality control density and moisture tests shall be performed in accordance with Arizona Test Method 235 at a minimum frequency as specified in table 4:

<b>Table 4</b>	
<b>Quality Control Minimum Requirements for Compaction</b>	
Moisture/Density	1 test / 500 sy/lift

**(G) Control Strips:**

A control strip shall be constructed at the beginning of work on the soil-cement to be compacted. The control strip construction shall be required to establish equipment and procedures required to attain densities for the specified course.

Each control strip, constructed to acceptable density and surface tolerances shall remain in place and become a section of the completed embankment. Once control strip is complete and accepted, production may begin on the same shift for the remainder of project.

Unacceptable control strips shall be corrected or removed and replaced at the contractor's expense. A control strip shall have an area of approximately 100 square yards and shall be of the same depth specified for the construction of the course which it represents.

The materials used in the construction of the control strip shall conform to the specification requirements. They shall be furnished from the same source and shall be of the same type used in the remainder of the course represented by the control strip. The underlying surface upon which a control strip is to be constructed shall have prior approval of the Engineer.

The equipment used in the construction of the control strip shall be approved by the Engineer and shall be of the same type and weight to be used on the remainder of the course represented by the control strip.

Compaction of control strips shall commence immediately after the course has been placed to the specified thickness, and shall be continuous and uniform over the entire surface. Compaction of the control strip shall be continued until no discernable increase in density can be obtained by additional compaction effort.

Upon completion of the compaction, the mean density of the control strip will be determined by averaging the results of ten nuclear density tests taken at randomly selected sites within the control strip.

If the mean density of the control strip is less than 100 percent of the density of laboratory compacted specimens as determined by testing procedures appropriate for the material being placed, the Engineer may order the construction of another control strip.

A new control strip may also be ordered by the Engineer or requested by the contractor when:

- (1) A change in the material or mix design is made.
- (2) A control strip density is not representative of the material being placed.

**(H) Power Tampers and Small Vibratory Rollers:**

Small vibratory rollers which are capable of operating within 6 inches of a vertical face shall be used for compaction adjacent to the guide banks, next to the utilities and drainage conduit; at transitions to constructed levee protection, and at other areas where larger vibratory rollers cannot maneuver. The amount of rolling and tamping required shall be whatever is necessary for the particular equipment to provide the same degree of compaction as would be attained with larger self-propelled vibratory rollers. Standby replacement equipment shall be available within 1 hour if needed.

**(I) Finishing/Trimming:**

After compaction, the soil-cement shall be further shaped, if necessary, to the required lines, grades, and cross-sections and rolled to a reasonably smooth surface. Shaping of the face of the soil-cement bank protection shall be conducted daily at the completion of each day's production.



The exposed face of the soil-cement bank protection shall be trimmed to a neat line as shown on the plans. The resulting soil-cement bank protection width shall not be less than 8 feet after trimming unless specified on the plans.

**(J) Curing:**

Whenever the atmospheric temperatures are expected to drop below 30 degree Fahrenheit, the soil-cement shall be protected from freezing for seven days, after its construction by a covering of straw, earth, or other suitable material approved by the Engineer.

Temporarily exposed surfaces shall be kept moist as previously set forth. Care must be exercised to ensure that no curing material other than water is applied to the soil-cement surface that will be in contact with succeeding layers.

Permanently exposed surfaces shall be kept in a moist condition for seven days, or they may be covered with bituminous curing material, subject to the Engineer's approval. Any damage to the protective covering within seven days shall be repaired to the satisfaction of the Engineer at no additional cost to the Department.

Regardless of the curing material used, the permanently exposed surfaces shall be kept moist until the protective cover is applied. Such protective cover is to be applied as soon as practicable, with a maximum time limit of 24 hours between the finishing of the surface and the application of the protective cover or membrane.

**(K) Backfill:**

Backfill shall not be placed against the soil-cement until the contractor has achieved the compaction requirement.

**(L) Maintenance:**

The contractor shall maintain and protect the soil-cement in good condition until all work is completed and accepted. Maintenance shall include immediate repairs of any defects that may occur. This work shall be done at no cost to the Department and repeated as often as necessary. Faulty work shall be replaced for the full depth of the layer. The contractor shall take all necessary precautions to avoid damage to the completed soil-cement by equipment, and to avoid the deposition of raw earth or foreign materials between layers of soil-cement. Where ramps are constructed over soil-cement layers which are not to grade, all foreign materials and the uppermost one inch of the previously placed soil-cement mixture must be removed prior to continuation of the soil-cement construction.

**(M) Construction Joints:**

Construction joints are to be provided at the end of each day's work or when work is to be halted for 90 minutes or more. The joints shall be trimmed to a 15 degree minimum skew, transverse construction joint shall be formed by cutting back into the completed work to form a vertical face to the full depth of the

previous lift. Before resuming placement of new material, the joints shall be roughened and loose material shall be removed by power broom.

**(N) Acceptance of Soil-Cement:**

The Engineer will cast, transport, cure, and test specimens in accordance with Arizona Test Method 241 for each 1,500 cubic yards of soil cement placed. Three cylinders will be tested at seven days. The average compressive strength of the three cylinders shall achieve a minimum compressive strength of 750 psi.

Any early strength testing for the purpose of correlating seven day strength results to provide an early indicator of potentially low strength material shall be the responsibility of the contractor.

**913-4 METHOD OF MEASUREMENT:**

Riprap, except gabions and sacked concrete, will be measured by the cubic yard of protection constructed by computing the surface area measured parallel to the protection surface and the total thickness of the riprap measured normal to the protection surface.

Riprap (gabions) will be measured by the cubic yard by computing the volume of the rock-filled wire baskets used.

Riprap (sacked concrete) will be measured by the cubic yard of concrete placed in the completed work. The measurement will be based on mixer volumes.

Rail bank protection will be measured by the linear foot. Measurement will be made from top of rail to top of rail (longest rail where rails of two or more lengths are used) and the distance measured will be from end rail to end rail.

Where two parallel rows of vertical rails are used, the measurement for payment will be the average of the distance along the two rows. Rail bank protection will be measured along the bank protection control line from end rail to end rail.

Soil-cement will be measured per cubic yard of soil-cement furnished and placed per the specified lines, grades, and cross-sections shown on the plans.

**913-5 BASIS OF PAYMENT:**

The accepted quantities of riprap and rail bank protection, measured as provided above, will be paid for at the contract unit price per cubic yard or linear foot, which price shall be full compensation for the work, complete in place, including excavation; preparing the ground area; furnishing and installing the rock, filter fabric, bedding material, metal items, concrete, sacks and grout; and backfilling as required.

Materials, labor and equipment necessary to perform additional work such as jetting or drilling, as specified under Subsection 913-3.01(H) of the specifications, will be paid for in accordance with the provisions of Subsection 109.04 of the specifications.

The accepted quantities of soil-cement, measured as provided above, will be paid for at the contract unit price per cubic yard of soil-cement bank protection. Such payment shall constitute full reimbursement for all work necessary to complete the soil-cement bank protection including:

- (1) Surface Preparation;
- (2) Providing and Stockpiling Soil-Aggregate;
- (3) Cementitious Material, Watering, Mixing;
- (4) Placing;
- (5) Compacting;
- (6) Shaping and Finishing;
- (7) Curing;
- (8) Quality Control Testing; and
- (9) Other Incidental Operations.

Any waste and non-compacted soil-cement material not used on the final soil-cement bank protection will not be measured for payment.

Excavation and backfill associated with the soil-cement construction will be measured and paid under the Structural Excavation and Structure Backfill items respectively.

Construction of Gabion Mattress associated with the soil-cement work will be measured and paid under the Riprap (Gabion Mattress) item.

Payment for additional excavation, where determined by the Engineer to remove unsuitable material, per the requirements of Subsection 203-5.03(A) of the specifications, will be made in accordance with the provisions of Subsection 109.04 of the specifications.

Payment for Dewatering will be made on a Force Account basis in accordance with the requirements of Subsection 109.04 of the specifications.

**(925SRVY, 08/16/19)**

**SECTION 925 CONSTRUCTION SURVEYING AND LAYOUT:**

**925-5 BASIS OF PAYMENT:** the fourth paragraph of the Standard Specifications is revised to read:

If additional staking and layout are required as a result of additional work ordered by the Engineer, such work will be paid under items listed in the table below.

ITEM	PREDETERMINED RATE
9250101-ONE-PERSON SURVEY PARTY	\$110 per hour
9250102-TWO-PERSON SURVEY PARTY	\$150 per hour
9250103-THREE-PERSON SURVEY PARTY	\$190 per hour
9250106-SURVEY MANAGER	\$175 per hour
9250105-OFFICE SURVEY TECHNICIAN	\$85 per hour

## LIST OF EXHIBITS

**SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
COUNTY COMPLEX SAFETY FENCE  
BID NUMBER: B-05-23-CO30**

<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	Notice of Intent to Award Contract
12	Notice of Award of Contract
13	Notice of Non-Award of Contract
14	Notice to Proceed
15	Application for Payment
16	Change Order
17	Certificate of Completion
18	Certificate of Substantial Completion
19	Contract
20	Addenda (if any)

**EXHIBIT 1**  
**DOCUMENTS TO BE SUBMITTED WITH BID**

**SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
COUNTY COMPLEX SAFETY FENCE  
IMPROVEMENT PROJECT  
BID NUMBER: B-05-23-CO30**

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. 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”)  
COUNTY COMPLEX SAFETY FENCE  
IMPROVEMENT PROJECT  
BID NUMBER: B-05-23-CO30**

**To: Alma Schultz, 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-03-23-C027**, due on or before **July 24, 2023 AT 2:30 PM (ARIZONA TIME)**, the undersigned Bidder agrees to furnish and install all materials and equipment necessary to perform the **SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / COUNTY COMPLEX SAFETY FENCE / BID NUMBER: B-05-23-CO30** per the specifications in the RFP.

I/We have stated hereon the price(s) at which we will furnish and install 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, 2150 North Congress Drive, Nogales, Arizona 85621 (Latitude: 31°22’20.42”N, Longitude: 110°56’22.55”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.
- **Taxes.** Bid should include all applicable taxes.



BID FORM (Continued)

**SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
 COUNTY COMPLEX SAFETY FENCE  
 IMPROVEMENT PROJECT  
 BID NUMBER: B-05-23-CO30**

**BID SCHEDULE - Bid Number: B-05-23-CO30**

Item No.	Item Description	Unit	DATE: _____, 2023		
			Quantity	Unit Price	Extended Amount
2010001	Clearing and Grubbing	L.S.	1		
2020001	Removal of Structures and Obstructions	L.S.	1		
2020020	Removal of Curb	L.F.	80		
2020029	Removal of Bituminous Pavement	S.Y.	19		
2030901	Borrow (PI≤10) (Earthen Built-up Slope per Detail A)	C.Y.	70		
3030003	Aggregate Base (4” Thick)	C.Y.	2		
4060009	Asphaltic Concrete (Miscellaneous Paving) (2.5” Thick)	TON	3		
5150005	Utility Potholing, Depth<12’	EACH	6		
7010001	Maintenance and Protection of Traffic	L.S.	1		
8020001	Landscape Grading	S.Y.	390		
8030040	Granite Mulch	S.Y.	297		
9010001	Mobilization	L.S.	1		
9020006	Chain Link Fence, Type 1 (96”) (Black Vinyl Fence with Black Slats)	L.F.	194		
9020105	Chain Link Fence Gate, Type 1 (48”) (6’ - 13’) (Black Vinyl Fence with Black Slats)	EACH	1		
9030310	Fence (Special) (Black Vinyl Fence with Black Slats, 15’ Pots with Cantilevered Arms)	L.F.	108		
9080100	Concrete Curb Replacement	L.F.	90		
9130001	Riprap (Dumped)	C.Y.	31		
9240170	Contractor Quality Control	L.S.	1		
9250001	Construction Survey and Layout	L.S.	1		
<b>TOTAL BID AMOUNT</b>					

\*COUNTY will pay a maximum of 30% of bid amount for stored materials. The remaining balance shall be paid in either progress payments or upon completion.

**TOTAL BID AMOUNT WRITTEN IN WORDS:**

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

**Term of Offer:** It is understood and agreed that this bid may not be withdrawn for a period of **ninety days (90) days** from the Bid Submittal Deadline, and at no time in case of successful Bidder.

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. Addenda (if any)
11. Contract

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

\_\_\_\_\_  
Date

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

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

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

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

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

## EXHIBIT 4 LIST OF SUB-CONTRACTORS / MATERIAL SUPPLIERS

**SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
 COUNTY COMPLEX SAFETY FENCE  
 IMPROVEMENT PROJECT  
 BID NUMBER: B-05-23-CO30**

**To: Alma Schultz, 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



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")**  
**COUNTY COMPLEX SAFETY FENCE**  
**IMPROVEMENT PROJECT**  
**BID NUMBER: B-05-23-CO30**

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-03-23-C027** to complete **SANTA CRUZ COUNTY,**  
**ARIZONA ("COUNTY") / COUNTY COMPLEX – SAFETY FENCE / BID NUMBER: B-**  
**05-23-CO30.** 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”)**  
**COUNTY COMPLEX SAFETY FENCE**  
**IMPROVEMENT PROJECT**  
**BID NUMBER: B-05-23-CO30**

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”) / COUNTY**  
**COMPLEX SAFETY FENCE / BID NUMBER: B-05-23-CO30**. 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”)**  
**COUNTY COMPLEX SAFETY FENCE**  
**IMPROVEMENT PROJECT**  
**BID NUMBER: B-05-23-CO30**

\_\_\_\_\_, 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”) / COUNTY COMPLEX SAFETY FENCE / BID NUMBER: B-03-23-C027.**

**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. Payment Bond shall be submitted and become part of the contract once the successful bidder has been selected.)*

**SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)**  
**COUNTY COMPLEX SAFETY FENCE**  
**IMPROVEMENT PROJECT**  
**BID NUMBER: B-05-23-CO30**

(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 \_\_\_\_\_, 2023, which is attached hereto as “*Exhibit \_\_\_\_\_*” and incorporated herein by this reference, to complete the **SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / COUNTY COMPLEX SAFETY FENCE / BID NUMBER: B-05-23-CO30**.

**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 contractor 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
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. Performance Bond shall be submitted and become part of the contract once the successful bidder has been selected.)*

**SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)**  
**COUNTY COMPLEX SAFETY FENCE**  
**IMPROVEMENT PROJECT**  
**BID NUMBER: B-05-23-CO30**

(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 \_\_\_\_\_, 2023, which is attached hereto as “*Exhibit \_\_\_\_\_*” and incorporated herein by this reference, to complete the **SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) / COUNTY COMPLEX SAFETY FENCE / BID NUMBER: B-05-23-CO30**.

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_

\_\_\_\_\_  
SURETY

SEAL

By \_\_\_\_\_

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

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

(ATTACH AGENT'S POWER OF ATTORNEY)

**EXHIBIT 11**  
**NOTICE OF INTENT TO AWARD CONTRACT (“NOTICE”)**

Month Day, Year

Firm Submitting Bid  
Mailing Address  
City, State, & Zip

**RE: SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
COUNTY COMPLEX SAFETY FENCE  
BID NUMBER: B-05-23-CO30**

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 \_\_\_\_\_ 2023 AT 5:00 P.M. (ARIZONA TIME)** at the following address: Jesus Valdez, P.E., Director, Santa Cruz County Public Works Department, Santa Cruz County Complex, 2150 North Congress Drive, Nogales, Arizona 85621.

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 12**  
**NOTICE OF AWARD OF CONTRACT (“NOTICE”)**

Month Day, Year

Firm Submitting Bid  
Mailing Address  
City, State, & Zip

**RE: SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)**  
**COUNTY COMPLEX SAFETY FENCE**  
**BID NUMBER: B-05-23-CO30**

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 \_\_\_\_\_, 2023 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.

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 13 NOTICE OF NON-AWARD OF CONTRACT**

Month Date, Year

Firm Submitting Bid  
Mailing Address  
City, State, & Zip

**RE: SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
COUNTY COMPLEX SAFETY FENCE  
BID NUMBER: B-05-23-CO30**

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: Alma Schultz, Clerk

## **EXHIBIT 14 NOTICE TO PROCEED**

Month Date, Year

Firm Submitting Bid  
Mailing Address  
City, State, & Zip

**RE: SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
COUNTY COMPLEX SAFETY FENCE  
BID NUMBER: B-05-23-CO30**

Dear Firm Submitting Bid:

You are hereby instructed to commence work on the above-referenced project on the \_\_\_\_ **DAY OF** \_\_\_\_\_, **2023**. You have **NINETY (90) WORKING DAYS** from this date to complete the project, which means that the project must be complete on or before the \_\_\_\_ **DAY OF** \_\_\_\_\_, **2023**.

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 15 APPLICATION FOR PAYMENT

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: \_\_\_\_\_

Application No. \_\_\_\_\_

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

ITEM	UNIT PRICE		ESTIMATED QUANTITY	SCHEDULE OF VALUES AMOUNT	QUANTITY COMPLETED	AMOUNT	%	MATERIAL STORED	AMOUNT COMPLETED AND STORED
	\$			\$		\$		\$	\$
<b>TOTAL</b>				\$		\$		\$	\$

Note: Total Schedule of Values Amount should equal the current Contract Price.

## EXHIBIT 16 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 17**  
**CERTIFICATE OF COMPLETION**  
*(To be completed by Contractor.)*

**SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)**  
**COUNTY COMPLEX SAFETY FENCE**  
**BID NUMBER: B-05-23-CO30**

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 18**  
**CERTIFICATE OF SUBSTANTIAL COMPLETION**  
*(To be completed by Engineer.)*

**SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)**  
**COUNTY COMPLEX SAFETY FENCE**  
**BID NUMBER: B-05-23-CO30**

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 19 CONTRACT

### SANTA CRUZ COUNTY, ARIZONA (“COUNTY”) COUNTY COMPLEX SAFETY FENCE BID NUMBER: B-05-23-CO30

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”) / COUNTY COMPLEX SAFETY FENCE / BID NUMBER: B-05-23-CO30** 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-05-23-CO30** 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.

Completion time for the work to be performed under this Contract will be **NINETY (90) WORKING 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 <(Page 42)>, 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-05-23-CO30** 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 (\$ \_\_\_\_\_)>. Payment for this Contract will be made based on **BID FOR LUMP SUM CONSTRUCTION CONTRACT <(33 Pages)>**, hereby incorporated herein, for the unit price 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

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  
2150 North Congress Drive, Suite 116  
Nogales, Arizona 85621

**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  
2150 North Congress Drive, Suite 116  
Nogales, Arizona 85621

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 "indemnatee," 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  
Santa Cruz County Public Works Department  
2150 North Congress Drive, Suite 116  
Nogales, Arizona 85621  
(520) 375-7899

**CONTRACTOR:**

CONTRACTOR  
<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") COUNTY COMPLEX SAFETY FENCE IMPROVEMENT PROJECT / BID NUMBER: B-05-23-CO30**, 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. Instructions to Bidders
  2. This Contract
  3. Bid Form
  4. Special Provisions, Technical Specifications, and Plans
  5. CONTRACTOR'S Response to the Solicitation
  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 ensure 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 – BOYCOTT OF ISRAEL PROHIBITED**

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This

certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**ARTICLE 31 – NO FORCED LABOR OF UYGHURS CERTIFICATION**

Contractor certifies that it does not currently, and agrees that for the duration of this Agreement that it will not, use:

1. The forced labor of ethnic Uyghurs in the People’s Republic of China; OR
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China, OR
3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

**ARTICLE 32 – 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:**

\_\_\_\_\_  
Bruce Bracker, Chairman  
Santa Cruz County Board of Supervisors

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kimberly J. Hunley, Chief Civil Deputy County Attorney  
Santa Cruz County Attorney’s Office

\_\_\_\_\_  
Date

**EXHIBIT 20  
ADDENDA**

**SANTA CRUZ COUNTY, ARIZONA (“COUNTY”)  
COUNTY COMPLEX SAFETY FENCE  
BID NUMBER: B-05-23-CO30**

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