GILA COUNTY

GENERAL PROVISIONS

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SECTION 01
NOTIFICATION TO BIDDERS

BIDDERS ARE HEREBY NOTIFIED:

1. The bidder must supply all the information required by the bidding documents or specifications.

   All proposals shall be made on the bid proposal forms prepared by Gila County as part of the Contract Documents.

   No forms shall be detached from the bid packet. The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.

   The following forms **MUST** accompany the bidder's proposal:

   - Bid Proposal (BP1-3)
   - Surety Bid Bond (BB1)
   - Qualification & Certification Form(QC1-2)
   - Contractor Reference List (RL-1)
   - Affidavit of Non-Collusion (ANC-1)
   - Subcontractor List (SL1-2)
   - Subcontractor Certification (SC-1)
   - Contract Performance Warranty (CPW-1)

   Failure to include all required documents may invalidate the bid.
   Prices shall include all applicable taxes.

2. **Proposal Guaranty** - Proposals shall be accompanied by a certified check, cashier's check or bid bond for 10 percent (10%) of the total contract price bid.

3. **Delivery of Proposal** - Each bid shall be sealed and plainly marked:

"Bid No. 012114 GILA COUNTY COURTHOUSE, 2ND FLR RENOVATION, SCHOOLS AND ASSESSOR", on the outer most envelope or label.

If courier is used, bidder shall instruct the courier to deliver the package by 3:00 P.M. on the date specified herein, to the Gila County Purchasing Dept., in the Guerrero Building at 1400 East Ash, Globe, Arizona 85501.

No bids will be accepted after 3:00 P.M. M.S.T., Wednesday, June 18, 2014. Time shall be the prevailing time per the atomic clock in the reception area of the Guerrero Bldg. Bids will be publicly opened and read aloud at 3:00 P.M. at the location and date listed above.

4. **Rejection of Bids** -The Owner reserves the right to reject any and all bids, waive all or any informalities in the bids.

5. **Plans and Specifications** - Plans, specifications and all other documents required by bidders may be obtained at the address shown below.

   A deposit of $20 per set, and $10 for mailing, $20 of which will be refunded upon return of the documents in good, usable order. Payment shall be by check or money order only. No cash will be accepted.

   Gila County
   Purchasing Department
   Guerrero Building
   1400 East Ash
   Globe, Arizona 85501

6. **Mandatory Pre-Bid Conference** - General Contractors and major subcontractors are required to attend the Pre-bid Conference scheduled for: Wednesday, May 28, 2014 at 1:00 P.M. Bidders are to meet at the front courtyard of the Globe Courthouse and must sign-in as in attendance.

7. **Arizona Contractor's License** - **Prior to submission of bids**, bidders must have a valid Arizona Contractor's License of a type which meets all criteria and requirements to perform the work as specified in the contract documents in accordance with the **Arizona State Registrar of Contractors**.

8. **Bid Opening Information** - Information regarding the bid award will not be available until after the Gila County Board of Supervisors has issued a decision regarding the submitted project bids. The bid opening is the only time, until bid award, this information will be revealed.

SECTION 10
DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the contract, in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

ADDENDA. Written or graphic instruments issued by the Owner and/or Architect/Engineer, prior to bid opening, which modify or interpret Bidding documents by addition, deletion, clarification or correction.

ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

ARCHITECT. Architect shall be interchangeable with the Gila County assigned "Facility Services Project Manager" for such projects that do not include the services of an outside Consultant or Registrant.

APPROVED. Where used in conjunction with the Architect's/Engineer's and/or Owners response to SUBMITTALS, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Architect's/Engineer's responsibilities and duties as specified in the General and Supplementary Conditions. In no case will "approval" by the Architect/Engineer be interpreted as a release of the Contractor from responsibilities to fulfill the requirements of the Contract Documents.

ASTM. The American Society for Testing and Materials.

AWARD. The acceptance, by the Owner, of the successful bidder's proposal.

BASE BID. The sum stated in the Bid for which the Bidder offers to perform Work described as base including all allowances, to which Work may be added or deducted for sums stated in Alternate Bid(s), if applicable.

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work described in the Bidding Documents.

BIDDING DOCUMENTS / CONTRACT DOCUMENTS. Includes all portions of the General Provisions, Addenda, Plans and Technical Specifications.

BUILDING AREA. An area to be used, considered, or intended to be used for a building or other facilities or rights-of-way together with all buildings and facilities located thereon.

BUILDING INSPECTOR. Employee of Gila County Community Development, authorized and required to perform inspections of the Work at various stages, as identified on the Blue Inspection Card, for compliance with minimum Code requirements of the Building Permit. NO WORK is to be covered up prior to inspection by Building Inspector.

CALENDAR DAY. Every day shown on the calendar.

CHANGE ORDER. A written order by the Architect/Engineer and/or Owner to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: the Advertisement; the General Provisions, the Construction Contract, the Bid Proposal, the Performance Bond, the Payment Bond, any required insurance certificates, the Specifications; the Plans; and any addenda issued to bidders.

CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract. All pay items on this contract will be measured in English units.

CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

CONTRACTOR'S ENGINEER. The Arizona Registered Professional Engineer, individual, partnership, firm, or corporation, duly authorized by the State of Arizona, hired by the Contractor to be responsible for engineering supervision, quality control and certification of the Contract work. If not required, all references to “Contractor’s Engineer” shall mean the “Contractor”.

EQUIPMENT. All machinery, together with the necessary fuel and supplies for upkeep and maintenance including, but not limited to, all tools and apparatus necessary for the proper construction and acceptable completion of the work.

EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order

or supplemental agreement, but which is found by the Owner's Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

FACILITY SERVICES PROJECT MANAGER. An authorized representative of the Owner assigned to make all necessary quality assurance inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor, on behalf of the Owner for compliance with all portions of the Contract Documents.

FINAL COMPLETION. Time at which the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, including acceptance of O&M Manuals, warranties, guaranties, as-built record documents, extra stock items, and all punch list items have been corrected, accepted and completed. The Owner will approve the Final Payment due the Contractor.

FURNISH. Except as otherwise defined in greater detail, is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

INSTALL. Except as otherwise defined in greater detail, the term “install” is used to describe operations at the project site including unloading, unpacking, assembly, erection, placing anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operation, as applicable in each instance.

INSTALLER. The entity (person or firm) engaged by the Contractor or its subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in the operations they are engaged to perform.

INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Owner is intended; and similarly, the words, "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Owner, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

INTERNATIONAL CODE. Shall be latest State of Arizona and/or Gila County adopted version, with amendments, at the time the contract was bid. This shall include the building, mechanical, electrical, plumbing, fuel gas and fire codes adopted by Gila County or the State of Arizona.

LABORATORY. A testing laboratory as may be designated or approved by the Owner’s to test construction materials and products.

LABOR AND MATERIALS BOND. The approved form of security furnished by the Contractor and his surety as a

guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work. Also known as Payment Bond.

MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 10 percent of the total amount of the awarded contract. All other items shall be considered minor contract items.

MATERIALS. Any product or substance specified for use in the construction of the contract work.

NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

OVERTIME HOURS. Any and all hours worked which are other than a normal work week as defined. Contractor must give prior written notification to the Public Works Director or his authorized representative, for any and all overtime hours to be worked. It shall be at the Owner's discretion to provide an inspector at the worksite to ensure compliance during any and all overtime hours worked.

OVERTIME PAY. Any and all pay resulting from overtime hours worked.

OWNER (SPONSOR). The term Owner shall mean the Gila County Board of Supervisors. Unless noted otherwise, and assigned Gila County Facility Services Project Manager shall act on behalf of the County for construction purposes.

OWNER'S ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner (sponsor) to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative. There is no Owner's Engineer on this project. See definition of Owner. Facilities Services Project Manager shall be substituted as Owner’s Engineer where ever referenced in the documents.

OWNER'S INSPECTOR'S OVERTIME PAY. Any and all pay to the Owner's Inspector for overtime hours worked resulting from the Contractor having received approval for overtime hours. The inspector's overtime pay shall be the actual monies paid by the County and shall be reimbursed by the Contractor to the County. Certified payrolls for the Owner's Inspector's Overtime will be submitted to the Contractor. The cost for the Owner's Inspector's Overtime Pay will be deducted from the Contractor's billing.

PERFORMANCE BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that the Contractor will complete the work in accordance with the terms of the Contract.

PLANS. The official drawings or exact reproductions, approved by the Owner, which show the location, character, dimensions and details of the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

PROJECT. The agreed scope of work as identified in the Contract Documents.

PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if his proposal is accepted by the Owner.

PROVIDE. Except, as otherwise defined in greater detail, the term "provide" means furnish and install, complete and ready for the intended use, as applicable in each instance.

SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

STRUCTURES. Facilities such as buildings, porches, ramadas, bridges, culverts, catch basins, inlets, retaining walls, cribbing, storm and sanitary sewer lines, water lines, underdrains, electrical ducts, manholes, handholes, lighting fixtures and bases, transformers, flexible and rigid pavements, navigational aids, vaults, and other manmade features that may be encountered in the work and not otherwise classified herein.

SUBSTANTIAL COMPLETION. The date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so that the Owner can occupy or utilize the Work or a designated portion thereof for the use for which it is intended. All systems and equipment are fully functioning, all inspection and agency approvals have been received and only minor punch list items exist that will not disrupt the occupants. Substantial Completion does not imply acceptance.

SUPERINTENDENT. The Contractor's authorized representative who is present on the work site during progress, and is authorized to receive and fulfill instructions from the Owner, and who shall supervise and direct the construction.

SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering: 1) work that would increase or decrease the total dollar amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract, or 2) work that is not within the scope of the originally awarded contract.

SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

WORK. The furnishing of all labor, materials, tools, equipment and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

WORK DAY, WORKING DAY. A work day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract, unless work is suspended for causes beyond the Contractor's control. Saturdays,

Sundays and holidays on which the Contractor's forces engage in regular work, after obtaining written permission from the Public Works Director, or his authorized representative, which requires the presence of an inspector, will be considered and applied as working days.

WORK WEEK. A work week shall consist of forty (40) hours beginning on Sunday and ending on Saturday. Should the Contractor engage in work exceeding the forty (40) hour work week which requires the presence of an inspector, as determined by the County Public Works Director or his authorized representative, the Contractor shall reimburse the County for all overtime hours.

SECTION 20
PROPOSAL REQUIREMENTS AND CONDITIONS

20-03 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with proposal forms, see Contract Forms Section. All papers bound with, or attached to, or referenced, the proposal forms are necessary parts of the proposal. The proposal submitted by the bidder **must include the entire bid packet**.

The plans, specifications, and other documents designated in the proposal whether attached or not to the proposal are considered as a part of and included with the proposal.

Bids will be accepted only from those Contractors who are licensed in the State of Arizona and qualified under the laws of the State of Arizona to perform the work specified.

20-04 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

(a) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
(b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.
(c) Contractor default under previous contracts with the Owner.
(d) Unsatisfactory work on previous contracts with the Owner.

20-05 ALLOWANCES. The contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts as identified. See Allowances 90-04. The Schedule of Values and Payment Application shall identify each Allowance as a separate line item.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made

such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the drawings or specifications, he may submit to the Owner a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be made or delivered to each person having received a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the contract documents.

Any addenda or bulletins issued during the time of bid preparations, forming a part of the contract documents furnished the bidder for the preparation of his bid, shall be covered in the bid, and shall be made a part of the contract.

20-07 PREPARATION OF PROPOSAL The bidder shall submit his proposal on the forms furnished by the Owner. No forms shall be detached from the bid packet. The proposal must include the entire bid packet. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) in NUMERALS for which he proposes to do each pay item furnished in the proposal. The TOTAL AGGREGATE AMOUNT bid shall be stated in both WORDS and NUMERALS. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern. **A minimum of one (1) original and two (2) copies ALL with original signatures shall be submitted.**

The bidder shall sign his proposal correctly and in ink. If the proposal is made by an individual, his name and mailing address must be shown. If made by a partnership, the name and mailing address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state under which the laws of the corporation were chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

20-08 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

(a) If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
(b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
(c) If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
(d) If the proposal contains unit prices that are obviously unbalanced.
(e) If the proposal is not accompanied by the proposal guaranty specified by the Owner.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of

construction contracts.

20-09 PROPOSAL GUARANTY. Each proposal shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid included in the proposal as a guarantee that the Contractor will enter into a contract to perform the proposed work in accordance with the plans and specifications.

20-10 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the bid number, name of project, and name and business address of the bidder on the outside. When sent by mail, preferably registered, or courier, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement before the time specified. Proposals received after the specified time shall be returned to the bidder unopened.

20-11 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for receipt of bids. Revised proposals must be received at the place specified in the advertisement before the time specified for receipt of bids.

20-12 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened and read publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend.

Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified shall be returned to the bidder unopened.

This will be the only time, until bid award, this information will be revealed.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

(a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

(b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

(c) If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of Section 20-04.

(d) Failure to submit all required official bid forms.

20-14 PROTESTS. Only other bidders who have submitted a bid for this project, have the right to protest. A

protest of a proposed award or of an award must be filed within ten (10) days after the bid award by the Gila County Board of Supervisors and must be sent to the Clerk of the Board of Supervisors. A protest must be in writing and must include:

(a) Name, address and telephone number of the protester.
(b) Signature of the protester or its representative, and evidence of authority to sign.
(c) Identification of the contract and the solicitation or contract number.
(d) Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
(e) The form of relief requested.

All protests shall be sent to the attention of the Clerk of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, AZ 85501.

SECTION 30
AWARD & EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS.
After the proposals are publicly opened and read, they will be compared on the basis of Lump Sum cost and qualifications. If a bidder's proposal contains a discrepancy between lump sum cost written in words and lump sum costs written in numbers, the lump sum cost written in words, unless obviously incorrect, shall govern. Bids will be accepted only from those Contractors who are licensed in the State of Arizona and qualified under the laws of the State of Arizona to perform the work specified. All work performed under the Contract by such licensed Contractors must be made to comply with all applicable laws and requirements of any governing bodies or regulatory agencies having jurisdiction over such Work.

The General Contractor shall determine that subcontractors are licensed, insured, and qualified to perform their respective work under the contract and shall determine that they are bondable, if required.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

(a) If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS of Section 20-08.
(b) If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20-13.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals; waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

If a Bidder should fail to receive any addendum, or should fail to acknowledge receipt of same, the Bidder shall have the option of accepting a contract, if offered, including all addenda, at the bid price, or withdrawing the bid without penalty. The owner and/or A/E are not responsible for assuring delivery of addenda to any Bidder. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest, or re-issue of the invitation to bid.

30-02 AWARD OF CONTRACT. The award of contract, if it is to be awarded, shall be made within sixty (60)

calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

This contract will be awarded to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the Owner concerning price, conformity to the specifications and other factors.

30-03 CANCELLATION OF AWARD. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of Section 30-07.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as hereinbefore specified in the subsection titled CONSIDERATION OF PROPOSALS of Section 30-01. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time the unsuccessful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner surety bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract. **All bonds shall conform to the requirements of A.R.S. §34-222 and §34-223.**

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05, the Contractor's Statement of Insurance and an original Certificate of Insurance conforming with the requirements of Section 70-10, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract. **This agreement is subject to cancellation pursuant to A.R.S. §38-511.**

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract as specified in the subsection titled EXECUTION OF CONTRACT of Section 30-06 and furnish an acceptable surety bond or bonds within the 10-calendar-day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of Section 30-05 shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

SECTION 40
SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 CHANGES TO THE WORK. The Owner has identified an Allowance to be included in the Base Bid for unforeseen expenses that may require a Change Order. The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract amount, provided that the aggregate of such alterations does not exceed the amount identified for this allowance.

These alterations which are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Owner, against the Allowance. Change order for altered work shall include extensions of contract time where, in the Owner's opinion, such extensions impact the critical path of the approved construction schedule, per Section 90-06. If the Owner and the Contractor are unable to agree on a cost for adjustment to any contract item, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 OMITTED ITEMS. The Owner may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled CHANGE ORDERS of Section 90-03.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of

work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called EXTRA WORK. Extra work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit or lump sum cost(s) for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Owner's opinion, is necessary for completion of such extra work.

Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract, shall be covered by an agreement as hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of all traffic, vehicular and pedestrian, as well as the Contractor's equipment and personnel, is the most important consideration.

With respect to his own operations and the operations of all his subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of all traffic, vehicular and pedestrian.

40-6 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK.
Not applicable to this project.

40-07 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, and temporary structures. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner and furnished a copy to the Owner.

SECTION 50
CONTROL OF WORK

50-01 AUTHORITY OF THE OWNER. The Owner shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, based upon the Contractor's certification for the quality and acceptability work performed, and as to the manner of performance and rate of progress of the work. The Owner shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the Contractor, and the rights of different contractors on the project. The Owner shall review and determine, based upon the Contractor's certifications on quantity and quality of the work and materials furnished, the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under contract.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and materials furnished shall be the full responsibility of the Contractor and shall be in reasonably close conformity with the lines, grades, grading section, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications, and shall be certified by the Contractor.

If the Owner finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in his opinion, result in a finished product having a level of safety, economy, durability and workmanship acceptable to the Owner, he will advise the Contractor of his determination that the affected work be accepted and remain in place. In this event, the Owner will document his determination and recommend a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Owner's determination and recommended contract price adjustments will be based on good engineering judgment and on such tests or retests by the Owner, and at the Contractor's expense, of the affected work as are, in his opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Owner finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Owner written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans and specifications. The terms' shall not be construed as waiving the Owner's right to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Owner's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Owner with the authority to use good engineering judgment in his determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

50-03 COORDINATION OF CONTRACT, PLANS AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing; contract general provisions shall govern over plans, cited standards for materials or testing; plans shall govern over County standards for materials or testing.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Owner for his interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with two copies each of the plans and specifications. He shall have available on the job, at all times, one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Owner and his inspectors and with other contractors in every way possible. The Owner shall allocate the work and designate the sequence of construction in case of controversy between contractors. The Contractor shall have a competent superintendent on the job at all times who is fully authorized as his agent for the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Owner or his authorized representative.

50-05 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall

protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Contractor and the Contractor's Engineer will establish measurements necessary to the proper prosecution and control of the work contracted for under these specifications. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent elements. No claim for additional compensation for correction shall be submitted for payment and such shall be corrected by the Contractor at his expense.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Not applicable to this project.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his representative of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Owner for his decision.

No work shall be covered up until it has passed inspection. If covered, the Contractor will be required to uncover the work. The cost of uncovering, removal and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Owner. The Owner shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Owner requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the owners of such facilities shall have the right to inspect such work. Such inspection shall in no way make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work which does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Owner as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of Section 50-02.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70-13.

Work done contrary to the instructions of the Owner, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply as soon as possible with any order of the Owner made under the provisions of this subsection, the Owner will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment. The Contractor shall be responsible for all damage done by his hauling equipment and shall correct such damage at his own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

All costs of maintenance work during construction and before the project is accepted shall be included in the base bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of Section 50-12, the Owner shall

immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance conditions. The time specified will give due consideration to the emergency that exists.

Should the Contractor fail to respond to the Owner notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the emergency that exists. Any maintenance cost incurred by the Owner shall be deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the work has been satisfactorily completed in compliance with the contract documents, and certified to be in compliance by the Contractor, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that work, subject to stated guarantees. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Owner shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Owner will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Owner will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Owner in writing of his intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Owner has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within ten (10) calendar days, submit his written claim, to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

50-17 GUARANTEE OF WORK (ADDITIONAL). The Contractor shall guarantee all work against any defects due to

faulty materials or workmanship for a period of two (2) years from the date of final inspection and acceptance. The Owner shall give notice of observed defects with reasonable promptness. Any omission on the part of the Owner to condemn defective work at the time of construction or final inspection shall not be deemed an acceptance. The Contractor shall be required to correct defective work or material at any time before final inspection and acceptance and within two (2) years thereafter. See Contractor Performance Warranty (CPW-1).

50-18 CONSTRUCTION SCHEDULE. The Contractor shall submit, for review and approval, to the Owner within 20 days after the Notice to Proceed has been issued, and prior to the first Payment Application. See Construction and Progress Schedules, Section 90-06.

SECTION 60
CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS . The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered wood species unless an exemption is granted by the director of the Department of Administration. The director shall only grant an exemption if the use of endangered wood species is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered wood species may be used in the construction unless an exemption is granted by the director. As used in this subsection, an endangered wood species includes those listed in Appendix I of the Convention on International Trade in Endangered Species of Wild Flora and Fauna.

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be listed, labeled and certified by the appropriate testing agency before incorporation in the work. Any work in which untested materials are used without approval or written permission by the Owner shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Owner, shall be removed at the Contractor's expense.

60-03 CERTIFICATION OF COMPLIANCE. The Owner may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract.

The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or

not.

The form and distribution of certificates of compliance shall be as approved by the Owner.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

(a) Conformance to the specified performance, testing, quality or dimensional requirements; and,
(b) Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Owner shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Owner reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 PLANT INSPECTION. Not applicable to this project.

60-05 OWNER'S FIELD OFFICE AND LABORATORY. Not applicable to this project.

60-06 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Owner. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Owner a copy of the property owner's permission.

All storage sites on private property shall be restored to their original condition by the Contractor at his entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Owner.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall be returned to the site of the work until such time as the Owner has approved its use in the work.

60-08 OWNER-FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made

available to the Contractor at the location specified herein.

After any owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of owner-furnished materials.

SECTION 70
LEGAL RELATIONS & RESPONSIBILITY TO PUBLIC

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

Laws and Ordinances: This agreement shall be enforced under the laws of the State of Arizona and Gila County. The Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the AzDA Arizonans w/ Disabilities Act, Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor will be provided an approved Field Copy set of plans and Technical Specifications for this project. The Contractor shall maintain this set of original documents on site at all times.

The Contractor shall procure any other permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-04 RESTORATION OF SERVICES DISTURBED BY OTHERS. Not applicable to this project.

70-05 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as required to comply with the requirements of the State and local boards of health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under the Arizona Occupational Safety and Health Standards for Construction, adopted by the Industrial Commission of Arizona pursuant to the Authority in **A.R.S. '23-410.**

70-06 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his operations and those of his subcontractors and all suppliers, to assure the least inconvenience to the traveling public and pedestrians. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of pedestrian and/or vehicular traffic with respect to his own operations and those of his subcontractor and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40-05 hereinbefore specified.

70-07 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS. The Contractor shall furnish, erect and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the requirements of AzDA Arizonas with Disabilities Act and the Arizonan's with Disabilities Act and Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD Part VI), published by the United States Government Printing Office.

The Contractor shall furnish and erect all barricades, warning signs and markings for hazards prior to commencing work which required such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Owner.

70-08 PROTECTION AND RESTORATION OF PROPERTY . The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution

thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

70-09 RESPONSIBILITY FOR DAMAGE CLAIMS. To the fullest extend permitted by law, Contractor shall defend, indemnify and hold harmless Gila County and their respective agents, representatives, officers, directors, officials, and employees from and against any and all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. Contractor's duty to defend, indemnify and hold harmless the indemnitee and their respective agents, representatives, officers, directors, officials and employees shall arise in connection with any and all demands, proceedings, suits, actions, claims, workers compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorneys fees, court costs and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including the loss of use resulting thereon, caused by any act or omission of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for whose acts they may be liable. The amount and type of insurance coverage requirements set forth in the Contract shall in no way be construed as limiting the scope of this indemnity.

70-10 CONTRACTOR'S INSURANCE. Prior to the execution of the contract, the Contractor shall file with the Owner a certificate or certificates of insurance executed by an insurance company doing business in the State of Arizona and acceptable to the Owner. The certificate of insurance shall state that, with respect to the contract awarded the Contractor; the Contractor carries insurance in accordance with the requirements of this subsection and the Construction Contract.

On all policies Gila County shall be named as an additional insured.

All insurance policies or certificates shall include an endorsement providing for thirty (30) days prior written notice to the Owner of any cancellation or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction and shall not resume operations until the required insurance is in force and new certificates of insurance have been filed with the Owner.

See Construction Contract under Contract Forms Section of these General Provisions for Insurance Requirements.

70-11 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create to the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-12 OPENING SECTIONS OF THE WORK FOR OCCUPANCY. Should it be necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his own estimate of the difficulties involved in arranging his work to permit

such beneficial occupancy by the Owner.

Upon completion of any portion of the work listed above, with certification of the work by the Contractor, such portion(s) shall be accepted by the Owner in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14.

No portion of the work may be opened by the Contractor for public use until ordered by the Owner in writing. Should it become necessary to open a portion of the work to the public on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner, such portion of the work is in an acceptable condition to support the intended use. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to use which is permitted by the Owner shall be repaired by the Contractor at his expense.

The Contractor shall make his own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

70-13 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Owner's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50-14, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work.

70-14 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. The Contractor shall cooperate with the owner of any public or private utility service, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his operations to prevent the unscheduled interruption of such utility services and facilities and shall notify Blue Stake in accordance with applicable State laws or regulations prior to commencing any work.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his responsibility to protect such existing features from damage or unscheduled interruption of service. It is further

understood and agreed that the Contractor shall, upon execution of the contract, notify the owners in writing of all utility services or other facilities of his plans of operations.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Owner. The Contractor's failure to give the two day's notice hereinabove provided shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Owner, and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Owner continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his operations whether or not due to negligence or accident. The contract owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his surety.

70-15 FURNISHING RIGHTS-OF-WAY. Not applicable to this project.

70-16 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contractor provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Owner, his authorized representatives, or any official of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-17 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-18 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, State, and local laws and

regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds and reservoirs with fuels, oils, bitumen's, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

SECTION 80
PROSECUTION & PROGRESS

80-01 SUBLETTING OF CONTRACT. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof or of his right, title or interest therein without written consent of the Owner. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization work amounting to not less than 50 percent (50%) of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall release the Contractor of his liability under the contract and bond.

"His own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owned or rented by him, with or without operators.

"Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

The contract amount upon which the 50 percent (50%) requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

Any items that have been selected as "Specialty Items" for the contract will be listed as such in the special provisions, bidding schedule, or elsewhere in the contract documents.

The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute the orders of the Owner.

Should the Contractor elect to assign his contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Owner.

80-02 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within ten (10) calendar days of the date set by the Owner in the written Notice to Proceed, but in any event, the Contractor shall notify the Owner at least two work days in advance of the time actual construction operations will begin.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his progress schedule, per Section 90-06, for the Owner's approval within twenty (20) days after the effective date of the Notice to Proceed, and prior to the first Pay Application. The Contractor's progress schedule, when approved by the Owner, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the bid proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Owner's request, submit a revised schedule for completion of the work within the contract time and modify his operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule, per Section 90-06. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Owner at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the Notice to Proceed is issued by the Owner.

80-04 CONSTRUCTION LIMITS. Construction limits shall be defined in the construction documents.

80-05 CHARACTER OF WORKERS, METHODS AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Owner, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Owner.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Owner may suspend the work by written notice until compliance with such orders.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on

any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans and specifications. When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Owner. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Owner to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Owner determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Owner may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-06 TEMPORARY SUSPENSION OF THE WORK. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to security issues and/or unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Owner's order to suspend work to the effective date of the Owner's order to resume the work. Claims for such compensation shall be filed with the Owner within the time period stated in the Owner's order to resume work. The Contractor shall submit with his claim information substantiating the amount shown on the claim. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract, plans or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed. The Contractor shall erect temporary structures where necessary to provide for the continuous operation of existing facilities.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

(a) CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

(b) When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80-07) the sum specified in the Contract and Bid Proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

(a) Fails to begin the work under the contract within the time specified in the "Notice to Proceed (80-02)"; or
(b) Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract; or
(c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work

as may be rejected as unacceptable and unsuitable; or

(d) Discontinues the prosecution of the work; or
(e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
(f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
(g) Allows any final judgment to stand against him unsatisfied for a period of ten (10) days; or
(h) Makes an assignment for the benefit of creditors; or
(i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of ten (10) calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Owner of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Owner will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his responsibilities for the completed work nor shall it relieve his surety of its obligation for and concerning any just claim arising out of the work performed.

SECTION 90
MEASUREMENT & PAYMENT

90-01 MEASUREMENT AND PAYMENT.

Payment will be measured against the Schedule of Values as approved by the Owner.

Payments on account of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the Owner by the Contractor on Contractor Payment Application, within five (5) days after the end of the period. Payment Applications shall be notarized and shall be supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the Owner. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the Owner to require fulfillment of all terms of Contract Documents.

If the Owner receives a Preliminary Lien Notice from a subcontractor or material supplier, the Contractor shall provide Lien Waivers prior to Contractor receiving payment.

Payment may be withheld in whole, or in part, to protect the Owner on account of:

- Unsatisfactory job progress as determined by the Owner.
- Defective Work or materials not remedied.
- Disputed Work or materials.
- Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
- Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.

- A reasonable doubt, as determined by the Owner, that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
- The Contractor's failure to perform any of its contractual obligations under the Contract Documents, or any other agreement with the Owner.
- Deficiencies or claims asserted by the Owner against Contractor arising from any other project.

90-02 RETAINAGE. The Owner shall pay to the Contractor 90% of the value of the Work in place and materials suitably stored at the site. The remaining 10% shall be retained by the Owner until the Contract is 50% completed at which time the retainage shall be reduced to 5% provided that (a) the Contractor is making satisfactory progress on the Contract; and (b) in the Owner's sole judgment, there is no specific cause or claim requiring a greater amount than 5% be retained. Thereafter, the Owner shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of Work in place and materials stored. The Owner's sole judgment concerning the satisfactory progress of the Work shall be final.

90-03 CHANGE ORDERS. No changes in the Work shall be undertaken by the Contractor without written direction by the Owner. Any changes made without such written direction are done so at the Contractor's own risk and hereby waives all rights or claims the Contractor may have as a result of the change. Change Orders shall be processed by the Owner and per the procedures set forth in the Contract.

The cost or credit to the Owner resulting from a change in Work shall be determined in one or more of the following ways:

A. By unit prices stated in the Contract Documents.

B. By cost, as defined below, properly itemized and supported by sufficient substantiating data to permit evaluation, plus a fee (profit) or five percent (5%) of items 1 through 5 described below. Such costs shall be itemized by crafts as defined within the schedule of values and limited to the following items directly allocable to the change in the Work:
    1) Cost of materials, including cost of delivery.
    2) Fully-burdened cost of labor, including, but not limited to, payroll taxes, social security, old age and unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by Contractor, and worker's or workman's compensation insurance.
    3) Contractor Supervision/Overhead allowance shall not to exceed (5%) of 1 plus 2 above; the parties agree that this mark-up shall fully cover all Contractor overhead.
    4) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, Contractor must prove reasonable rental rate pursuant to actual ownership costs.
    5) Cost of Subcontracted work calculated as above.
    6) Contractor's fee on subcontractor's work not to exceed five percent (5%) of the value of

such work calculated as above, which sum shall exclude the cost attributable to bonds, insurance and taxes; the parties herby agree that this fee includes all Contractor overhead and profit on subcontractor work.

7) Sales tax at full value; insurance and bond premiums not to exceed a total of 2%.
8) If this method of cost or credit calculation is selected, in no event shall the combined total fee for overhead and profit including all levels or tiers of subcontractors exceed fifteen percent (15%) of the total cost of items 1,2 4 and 5.

C. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; provided that such lump sum shall not exceed that amount calculated under (B) above.

A fully executed Change Order shall be full and final settlement of all claims for direct, indirect, delay, disruption, inefficiency and any other consequential costs related to items covered or affected, as well as time extensions. Any such claim not presented by the Contractor for inclusion in the Change Order is irrevocably waived.

In an emergency affecting the safety of life, or of the structure, or of adjoining property, the Contractor, without special instruction or authorization from the Owner, is permitted to act at its discretion to prevent threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be determined in accordance with this section.

90-04 ALLOWANCES. The Contractor's price for the Work shall include all of the Contractor's costs associated with such allowance(s). If the actual costs to the Contractor of such allowance(s) is different from the specified sum, increases or decreases in the cost of the allowance shall be adjusted in accordance with Change Orders (90-03). Allowances for this project:

Fire Sprinkler System Modification: Not to exceed: $4,200.00, labor and materials
Provide design and modifications (labor and material costs) for the existing fire sprinkler system. Submit engineered, State Fire Marshal approved, drawings for Gila County approval, prior to doing the work.

Millwork: Not to exceed $55,000, material cost only.
Material costs only. Labor costs to be included in Base Bid millwork installation. See submittals requirements in the Technical Specifications.

Unforeseen Conditions: Not to exceed $50,000
Contingency Fund for Change Orders in regards to unforeseen conditions and changes to Scope of Work required to complete the work originally intended in an acceptable manner. See Change Orders (90-03).

The contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by Allowances shall be supplied for such amounts as identified. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Whenever costs are more than or less than Allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the Allowances specified. Contractor shall submit detailed invoicing for all Allowances that clearly identifies the actual costs as identified

under Change Orders (90-03).

90-05 SCHEDULE OF VALUES. Individual construction activities which are indicated by the Schedule of Values shall coincide with activities presented on the Contractor's Construction Schedule. The Contractor shall submit proposed Schedule of Values for review and approval by the Owner, prior to submission of their first Payment Application.

If requesting a time extension, due to additions to or deletions from the Contract authorized through Change Orders, shall be reflected in the Contractor's Construction Schedule if such changes affect the critical path of project completion.

90-06 CONSTRUCTION AND PROGRESS SCHEDULES. The Contractor shall submit, for review and approval, to the owner within 20 days after the Notice to Proceed has been issued, and prior to the first Payment Application, Contractor's Construction Schedule in computer generated format. Alternate schedule forms, such as hand-generated bar charts may be accepted at the Project Manager's discretion.

The Schedule shall illustrate the planned, logical progression of construction activities which will result in completion of the project by the Contract Completion Time and shall be reviewed and approved by the Owner prior to first Payment Application. Items of Work shall coincide with the Schedule of Values to be used in determination of progress payments.

Monthly updates of the Contactor's Construction Schedule showing actual amounts of work completed shall be provided by the Contractor with each application for Progress Payment. Contactor and Project manager will review the updated schedule for accurate reflection of work progress. If the project is behind schedule in any month, the Contractor shall provide a Narrative Report that shall indicate precisely what measure will be taken in the next thirty days to put the Work back on schedule.

In the event significant delays or lags in schedule, as determined by the Owner, are encountered, the Contractor shall provide to the Owner a revised Contractor's Construction Schedule indicating proposed rescheduling of subsequent activities to achieve project completion by the Contract Completion Time or Amended Completion Time.

No extensions shall be granted nor delay for damages paid unless the delay is clearly demonstrated by an updated Construction Schedule current as of the month the change was issued or the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other reasonable means.

Additions to or deletions from the Contract, authorized through Change Orders, shall be reflected in the Contractor's Construction Schedule if such changes affect the critical path of project completion.

90-07 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50-15, the Owner will issue a Certificate of

Final Completion. After issuance of the Certificate of Final Completion and receipt of all other documents required by the Contract, all retained amounts shall be paid to the Contractor as part of Final Payment:

- The Final Payment shall not become due until the Contractor delivers to the Owner full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.

- If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the Owner all monies that the latter may be compelled to pay in discharging such claim including all cost, interest and attorneys' fees.

- The Contractor shall provide an executed Affidavit of Release of Liens and an Affidavit of Payment to the Owner, prior to the release of the Final Payment.

SPECIAL PROVISIONS

PROPOSED WORK

The work consists of interior renovation of a portion of the existing Globe Courthouse 2nd Floor Area, for offices and public restrooms. Work includes non-structural renovation, demolition of existing offices, relocation of existing restrooms and construction of new interior walls and finishes, ceilings, flooring, mechanical, electrical , plumbing and fire sprinkler system modifications. See Technical Specifications and Construction Drawings for specific Scope of Work requirements.

GENERAL REQUIREMENTS

The project has been designed utilizing the International Building Code, current version as adopted and amended by Gila County. See Technical Specifications.

In the event of any conflict between the plans and Technical Specifications, the more restrictive shall apply. In the event of any conflict between these Special Provisions and the plans or Technical Specifications, these Special Provisions shall prevail.

AS-BUILTS

When the work is completed, the Contractor shall provide the OWNER with a set of as-built drawings on clean prints of the original drawings. The as-built drawings shall indicate in a neat and accurate manner all changes and revisions in the original design which affect the mechanical, plumbing and electrical systems and which exist in the completed work. All hidden utilities, within walls ceilings or floors, to be relocated under this contract shall be referenced to semi- permanent or permanent physical objects.

The alterations and references shall be made with colored ink and shall be sufficiently clear and complete to enable reproducing these changes on the original drawings. The Contractor will document these changes on the original drawings and forward the signed copy to the Owner. Final payment of this contract will not

be made to the Contractor until the As-Built drawings are satisfactorily produced and approved.

As-Built conditions shall be kept current. They shall be inspected for accuracy and completeness monthly. The Contractor shall certify on his monthly payment requisition that the drawings are accurate and complete before the monthly payment estimate will be prepared and approved.

CONSTRUCTION LIMITS

The Contractor shall be limited to the areas, as identified in the Construction Documents. These limits shall be known as the Construction Limits. Deviation outside these limits is not authorized. The Contractor shall not enter or occupy with personnel, tools, equipment or materials, any private property without written consent of the Owner thereof.

The Contractor shall submit at the preconstruction conference a map showing the proposed location of his Contractor's yard. The location of the yard is subject to the approval of the Owner. The Contractor is responsible for the security of his yard and the equipment and materials stored at the yard or construction site. Damage, theft, vandalism, or loss of such equipment or materials is the responsibility of the Contractor. The Contractor will not be compensated for replacement, repair, or refusal of materials by the Owner, damaged by vandalism or theft. The Contractor will take measures necessary to secure his yard, equipment, and materials. Security measures such as yard fences, security guards, locks, chains, etc. are incidental to the work for this project.

MEETINGS

Preconstruction Conference:
A preconstruction conference shall be held. Notification of the time and date of such conference shall be made to the selected Contractor in the Letter of Intent to Award. The Contractor shall require the Superintendent, and major Subcontractors to attend.

Progress Meetings:
Progress meetings shall occur on a regular basis, once a week, according to a schedule determined at the pre-construction conference. The General Contractors superintendent and that of major subcontractors scheduled to do work over the next week shall be in attendance.

Safety Meetings:
The Contractor shall be held responsible for conducting regular safety meetings. Gila County Public Works will issue a Safety and Loss Control booklet, to be reviewed by the Contractor, prior to being on site. The Gila County Safety and Loss Control booklet must be read and signed by all working at the job site. During the preconstruction meeting a time will be set for the Gila County QA/QC Safety Compliance Officer for a safety meeting. For every safety meeting the Contractor shall invite the QA/QC Safety Compliance Officer and shall give at least twenty-four (24) hour notice.

CONFLICTING UTILITY SYSTEMS

The Contractor shall be aware that within the project limits there are utility systems that may conflict with the proposed work. The Contractor is not responsible for resolving these conflicts unless otherwise noted within the plans. Such shall be the sole responsibility of each individual utility owner. However, the Contractor shall coordinate directly with each utility owner to insure that the work progresses and notify the Owner on all matters. The Contractor shall be aware of several utility systems existing within and adjacent to the project limits. The Contractor shall be responsible for any damage to the utilities within the construction area(s).

UTILITY SHUTDOWNS

The Contractor shall prearrange time with the Owner whenever it becomes necessary to interrupt any service to make connections, alterations or relocations and shall fully cooperate with the Owner in doing Work so as to cause the least annoyance and interference with the continuous operation of the Owner's business or official duties. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections which may affect portions of this construction or building or any other building must be coordinated with the Owner to avoid any disruption of operation within the building or construction.

In no case, unless previously approved in writing by the owner, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities, whether negligently, intentionally, or accidentally, shall not relieve the Contractor's responsibility for the interruption or from liability for loss or damage caused by such interruption even though such loss or damage was not foreseeable by Contractor or subcontractor, or from responsibility for repairing and restoring the utility to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job.

TECHNICAL SPECIFICATIONS

SEE TECHNICAL SPECIFICATIONS AND CONSTRUCTION DRAWINGS

CONTRACT FORMS

Bid Submittal Checklist (CK1)

Bid Proposal (BP1-3)

Surety Bid Bond (BB1)

Qualification & Certification Form (QC1-2)

Subcontractors List (SL1-2)

Contractor Reference List (RL-1)

Affidavit of Non-Collusion (ANC1)

Subcontractor Certification (SC1)

Construction Contract (C1-5)

Contract Performance Bond (CPB-1)

Labor & Material Bond (LMB-1)

Contract Performance Warranty (CPW-1)

Pay Application (Sample AIA Doc G702)

BID SUBMITTAL CHECKLIST (CK1)

BIDDERS ARE HEREBY NOTIFIED:

The bidder must supply all the information required by the bidding documents or specifications.
All proposals shall be made on the Bid Proposal (BP1-3) form prepared by Gila County as part of the Contract Documents.

Each Bid shall be sealed in an envelope addressed to Gila County Purchasing Department and bearing the following statement on the outside of the envelope:

Sealed Bid for:

BID NO. 012114
GLOBE COURTHOUSE,
2ND FLR RENOVATION,
SCHOOLS AND ASSESSOR

The proposal must include one (1) entire bid packet with completed documents with original signatures and two (2) copies of completed bid documents with original signatures.

The following forms must accompany the bidder's proposal:

- Bid Proposal (BP1-3)
- Surety Bid Bond (BB1)
- Qualification & Certification Form (QC1-2)
- Subcontractors List (SL1-2)
- Contractors Reference List (RL-1)
- Affidavit of Non-Collusion (ANC-1)
- Subcontractor Certification (SC-1)
- Construction Contract (C1-5)
- Contract Performance Warranty (CPW-1)

Failure to include all required documents may invalidate the bid.

BID PROPOSAL (BP1-3)

TO THE GILA COUNTY PURCHASING DEPARTMENT:

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. _____Dated _____ Addendum No. _____ Dated _____

Addendum No. _____Dated _____ Addendum No. _____ Dated _____

BASE BID: The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

_____ _____ Dollars ($_____).

The following Proposal is made for :

BID NO. 012114, GLOBE COURTHOUSE, 2ND FLR. RENOVATION, SCHOOLS AND ASSESSOR
in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

_____

_____

_____

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested,

directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed. The Bidder agrees that the total lump sum amount, including any alternates if awarded, will be payment in full for all work described.

The undersigned further proposes to execute the Construction Contract and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to reach **Substantial Completion of the work within one hundred and fifty (150) Calendar Days of the Notice to Proceed and Final Completion within thirty (30) Calendar Days of the date of Substantial Completion**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Owner, in an amount equal to one hundred percent (100%) of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Technical Specifications and General Provisions fulfilled.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **$1,000.00 per Calendar Day**.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten percent (10%) of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

If by a Corporation:

(SEAL)

Corporate Name:_____

Corporate Address:_____

Incorporated under the laws of the State of:_____

By (Signature):_____ Date:_____

President:_____

Secretary:_____

Treasurer:_____

If by a Firm or Partnership:

Firm or Partnership Name:_____

Firm or Partnership Address:_____

By (Signature):_____ Date:_____

Name and Address of Each Member:_____

_____

_____

If by an Individual:

Signature:_____ Date:_____

GILA COUNTY
SURETY (BID) BOND (BB1)

(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,
that we, the undersigned _____, as Principal, hereinafter called the Principal, and _____ a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

GLOBE COURTHOUSE, 2ND FLR. RENOVATION,
SCHOOLS AND ASSESSOR
GILA COUNTY, ARIZONA, BID CALL NO. 012114

NOW THEREFORE, if the Obligee, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay 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 A.R.S. §34-201, 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.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

Principal	**Surety**
By	**By Attorney-in-Fact**
Title	**Address, Attorney-in-Fact**

Subscribed and sworn to before me

This _____ day of _____,20__
My commission expires: _____
Notary Public

QUALIFICATION AND CERTIFICATION FORM (QC1-2)

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

GLOBE COURTHOUSE, 2ND FLR. RENOVATION, SCHOOLS AND ASSESSOR,

BID NO. 012114

The Contractor submitting this Bid warrants the following:

1. Name, Address, Telephone Number and E-mail Address of Principal Contractor:

   _____

   _____

   _____

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

5. Contractor must also provide at least the following information:

a. A brief history of the Contractors Firm.

b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.

c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.

d. List the specific qualifications the Contractor has in supplying the specified services.

e. Gila County reserves the right to request additional information.

6 **Contractor Experience Modifier (e-mod) Rating: _____**

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

1. Current Arizona Contractor License Number: _____

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

SUBCONTRACTORS LIST (SL1-2)

Proposer is to list every subcontractor and supplier proposed to be employed on the above project as required by the bidding documents. Any work proposed to be done by the Proposer should be listed as a line item with the word "Self" inserted under firm name. Designation of subcontractors is subject to Owner's approval. No change in subcontractor's list will be permitted without the Owner's prior written consent.

THIS SUB-CONTRACTOR LIST MUST BE FILLED OUT, FAILURE TO DO SO IS AUTOMATIC GROUNDS FOR REJECTION OF BID.

CARPENTRY

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

INSTALLER FOR DOORS/HARDWARE

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

CEILING SYSTEMS

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

WALL GYP BD / FINISHING

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

PLUMBING

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

ELECTRICAL

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

HVAC

_____

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

FIRE ALARM/SPRINKLER

_____

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

FLOORING

_____

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

MILLWORK

_____

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

STOREFRONT SYSTEMS

_____

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

ANY ADDITIONAL SUB-CONTRACTORS MUST BE LISTED THAT HAVE A COST OF AT LEAST 10% OF THE TOTAL CONTRACT COST

_____

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

I submit that the preceding is correct and current as of _____.
[BID OPENING DATE]

_____[company]
[authorized representative] [date]

CONTRACTOR REFERENCE LIST (RL-1)

GLOBE COURTHOUSE, 2ND FLR. RENOVATION, SCHOOLS AND ASSESSOR
BID NO. 012114

These references are required to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

REFERENCES:

Please list at least four (4) customers for whom you have provided service of a similar scope as this Invitation for Bid during the past twelve (12) months, in or as close to Gila County as possible.

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT

STATE OF ARIZONA)
)ss
COUNTY OF:)

_____
(Name of Individual)
being first duly sworn, deposes and says:

That he is _____
(Title)

of_____ and
(Name of Business)

That he is bidding on **Gila County BID NO. 012114 GLOBE COURTHOUSE, 2ND FLR. RENOVATION, SCHOOLS AND ASSESSOR PROJECT, GLOBE** and,

That neither he nor anyone associated with the said _____

_____
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

_____
Name of Business

_____
By

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission expires:_____

Notary Public

SUBCONTRACTOR CERTIFICATION:
INTENTIONS CONCERNING SUBCONTRACTING (SC-1)

At the time of the submission of bids on:

BID NO. 012114: GLOBE COURTHOUSE, 2ND FLR RENOVATION, SCHOOLS AND ASSESSOR, GLOBE,

my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Owner prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

_____ **It is my intention to subcontract a portion of the work.**

_____ **It is not my intention to subcontract a portion of the work.**

_____
Name of Firm

_____
By: (Signature)

_____
Title

_____
Date

CONSTRUCTION CONTRACT (C1-5)

THIS AGREEMENT, made and entered into this _____day of _____, 20__, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the **County**, and _____ _____ of the City of _____, State of _____, hereinafter designated the **Contractor**.

THE CONTRACTOR shall furnish any and all labor, materials, construction equipment, and services, required for performing all work for construction of:

BID NO. 012114, GLOBE COURTHOUSE, 2ND FLR RENOVATION, SCHOOLS AND ASSESSOR

CONTRACT DOCUMENTS: Includes all portions of the General Provisions, Addenda, Plans, Technical Specifications and any supplemental agreements, if applicable, provided by the County for this project, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, 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 and against any and all suits, claims, cost of litigation, actions, liabilities, damages, losses, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. 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.

INSURANCE REQUIREMENTS: Contractor and subcontractors 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 subcontractors.

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 subcontractors and Contractor is free to purchase 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 and 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 Gila 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 Gila shall be named as 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	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

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

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

   a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila 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 to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

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 **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall 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. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors 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.

LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

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 shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's, or any subcontractor's, warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract".

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

TIME OF COMPLETION: The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, and services for performing all of the work as identified in the Contract Documents and this agreement, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Contract Documents.

Work shall start within **no later than ten (10) Calendar Days of the Notice To Proceed,** and shall be Substantially Complete within **One Hundred and Fifty (150) Calendar Days** from the date of the Notice to Proceed. The Contractor further agrees to achieve Final Completion within no later than **Thirty (30) Calendar Days** from the date of Substantial Completion.

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of **$1,000.00 per Calendar Day**.

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by this Contract; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must

delay the completion of the said work or any delay occasioned by the Owner, the Owner may extend the period hereinafter specified for the completion of said work in accordance with the Contract Documents and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

IN RETURN for the performance of the contract by the contractor, the County agrees to pay the amount of not more than $_____ including all applicable taxes through a payment schedule as described in the Contact Documents and as may be modified and executed by change orders.

OWNER:
GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor,
Chairman, Board of Supervisors

ATTEST:

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

_____
Bryan B. Chambers, Deputy Attorney Principal
***for* Bradley D. Beauchamp, County Attorney**

CONTRACTOR:

_____
Contracting Company Name

_____
Print Name

_____
Witness (If Contractor is Individual)

STATUTORY PERFORMANCE BOND (CPB-1)

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,

and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____ with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% OF CONTRACT AMOUNT)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **GLOBE COURTHOUSE, 2ND FLR RENOVATION, SCHOOLS AND ASSESSOR,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term 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 shall also perform and fulfill 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 to remain in full force and effect;

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

The prevailing party in a suit on this bond shall recover as a part of the judgement such reasonable attorneys' fees as may be fixed by a judge of the court.

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

By:

_____

Principal **Seal**

_____

Surety **Seal**

_____

Agency of Record

By:

_____

AgencyAddress

_____

Arizona Countersignature

_____

Address Phone Number

Phone Number

_____

STATUTORY LABOR AND MATERIALS BOND (LMB-1)

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES

(PENALTY OF THIS BOND MUST BE 100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS:

That, _____

_____, (hereinafter called the Principal), as Principal,
and _____
(hereinafter called Surety), a corporation duly organized and existing the laws of the State of

_____with its principal office in the city of _____ holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance, as Surety, are held and firmly bound unto Gila County (hereinafter called the Obligee) in the amount of (100% of Contract Amount)_____ dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrator, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to enter into a certain contract with the Obligee for: **GLOBE COURTHOUSE, 2ND FLR RENOVATION,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term 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 shall also perform and fulfill 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 to remain in full force and effect;

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

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

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

_____
Principal **Seal**

_____
Surety **Seal**

_____
Agency of Record

_____
Arizona Countersignature

_____
Address **Phone Number**

_____

Phone Number

_____
By:

_____
By:

_____
AgencyAddress

CONTRACT PERFORMANCE WARRANTY (CWP-1)

I, _____, representing

_____ (company name)

do hereby warranty the work performed for the:

GLOBE COURTHOUSE, 2ND FLR RENOVATION, SCHOOLS AND ASSESSOR, GLOBE,

for a period of **two years** from the date of Substantial Completion . Work shall be free from defects which would cause the work not to perform in its' intended manner.

The Contractor shall provide 24-hour response to all critical building systems, i.e., loss of electrical, plumbing, heating, cooling, fire suppression or other control systems. The Contractor shall provide the Owner a list of contact persons and phone numbers to contact in case of loss of a critical building system, available on a 24-hour basis. The Contractor shall include the contact person and phone number for their bonding company for use if the Owner experiences problems during the warranty.

All other, noncritical warranty items will be corrected within five (5) working days, unless the Contractor notifies the Owner in writing that a delay will be experienced due to shipping of materials. A shipping date must be provided to advise the Owner of the approximate date of warranty repair.

All warranty work must commence as soon as reasonably possible and be diligently prosecuted to completion.

_____

(Officer, Partner, Owner) **Date**

BID NO 012114

GLOBE COURTHOUSE
2ND FLR RENOVATION
SCHOOLS AND ASSESSOR

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: PROJECT:

APPLICATION NO:

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR: VIA ARCHITECT:

PERIOD TO:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM $ _____
2. Net change by Change Orders $ _____
3. CONTRACT SUM TO DATE (Line 1 ± 2) $ _____
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) $ _____
5. RETAINAGE:
   a. _____ % of Completed Work (Column D + E on G703) $ _____
   b. _____ % of Stored Material (Column F on G703) $ _____
   Total Retainage (Lines 5a + 5b or Total in Column I of G703) $ _____
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) $ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) $ _____
8. CURRENT PAYMENT DUE $ _____
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) $ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Arizona PipeMasters, Inc.

By: _____ Date: _____

State of: County of:
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA® · © 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

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BID NO 012114

GLOBE COURTHOUSE
2ND FLR RENOVATION
SCHOOLS AND ASSESSOR

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS								

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