



YUMA COUNTY ARIZONA REQUEST FOR PROPOSALS

PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS

Yuma County Library District
Main Library
Rooftop AC Unit Replacement

Solicitation No: YCLD-01

CLOSING: September 29, 2022

Yuma County Free Library District
2951 S. 21st Drive
YUMA, ARIZONA 85364
928-782-1871

BOARD OF DIRECTORS

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2951. 21st Drive
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**YUMA COUNTY LIBRARY DISTRICT BOARD OF DIRECTORS
NOTICE TO CONTRACTORS
REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that the Library District Board of Directors, Yuma, Arizona, is accepting proposals for furnishing all labor, materials, equipment, professional services, permits, fees, and taxes necessary to complete the referenced project: Project Number #YCLD-01, "Main Library - Rooftop AC Unit Replacement" and making the necessary modifications as described in the scope of work.

Any agreement that may result from this RFP must provide for the complete design and construction of the project on a "turn-key" basis. The term "turn-key" is intended to express the Owner's wish to receive pricing and a finished product that comprehensively includes all project costs and services.

Four (4) copies of your firm's proposal & One (1) soft copy (Thumb drive PDF) with all required documents, shall be either mailed or hand-delivered in a sealed envelope to the Library District Board of Directors 2951 S. 21st Drive, Yuma, Arizona, 85364. Proposals must be received by the County no later than **12:00pm. (local time) on September 29, 2022**. All proposals will be opened and reviewed immediately after the closing. Any proposal received after that time will not be opened or considered and will be returned to the proposer. All submittals shall be clearly marked "**Main Library – Rooftop AC Unit Replacement Project, #YCLD-01**" on the outside of all packaging material. Award will be made to the most responsible proposer submitting the overall best proposal, inclusive of alternates, if any, selected at the County's discretion.

The full bid document may be found online at <http://www.yumacountyaz.gov/rfp>. Should you have any questions regarding this project please address them to Danny Marron, Library District Maintenance Supervisor, via e-mail Danny.Marron@yumalibrary.org and please make sure to reference the project number.

Each proposal shall be in accordance with the plans, specifications and contract documents, and shall be set forth and submitted on the PROPOSAL DOCUMENTS included with the project specifications book. The PROPOSAL DOCUMENTS may be removed from the project specifications book and submitted independently of such book. All nonresponsive proposals will be returned to the submitter.

Yuma County is not responsible for Proposal or proposal information obtained from entities other than Yuma County. The Proposer is responsible for obtaining correct and complete Proposal or proposal documents.

Yuma County reserves the right to reject any or all Proposals or waive any informality in a Proposal. No submitter may withdraw his Proposal for a period of fifty (50) days after opening and reading of the Proposals.

Yuma County is an equal opportunity employer and minority business enterprises and women's business enterprises are encouraged to submit Proposals.

YUMA COUNTY FREE LIBRARY DISTRICT
By: Lisa Mendez, Library Director

Published:
Yuma Daily Sun

INFORMATION FOR SUBMITTERS

1. ELIGIBILITY OF CONTRACTORS: When calling for Proposals for contracts for public work to be performed on behalf of the State or any political subdivision thereof, which will be paid for from public funds, no Proposal shall be considered for performance of a contract, including construction work, which is not submitted by a Proposer duly licensed as a contractor in this State and City.

2. PROPOSAL: Proposals, to receive consideration, shall be made in accordance with the following instructions:

(a) Before submitting a Proposal, Submitters shall carefully examine the bid packet, specifications and contract documents; Contractor is responsible for understanding conditions and environment of project and project site. **Yuma County is not responsible for Proposal or proposal information obtained from entities other than Yuma County. The Proposer is responsible for obtaining correct and complete Proposal or proposal documents.**

(b) Proposals shall be submitted on the "PROPOSAL" forms provided and delivered to Library District Board of Directors on or before the day and hour set in the "NOTICE TO CONTRACTORS," as published. Proposals shall be enclosed in a sealed envelope marked on the outside lower right-hand corner indicating:

1. The Proposer's name and address.
2. The project number.
3. The title of the project.
4. The time and date the Proposals are to be received.

(c) It is the sole responsibility of the Proposer to see that his Proposal is received in proper time. Any Proposals received after the scheduled closing time for receipt of Proposals will be returned to the Proposer unopened.

(d) The signatures of all persons shall be in longhand. Any interlineations, alterations, or erasures must be initialed by the signer of the Proposal.

(e) Proposals shall not contain any recapitulations of the work to be done. No oral, facsimile, telephonic, or modified proposals will be considered.

3. PROPOSAL SECURITY: Each proposal shall be accompanied by a certified or cashier's check or Proposal bond, with a properly executed Power of Attorney attached, in an amount equal to at least ten percent (10%) of the proposal payable without condition to the County. The proposal guarantee shall guarantee that the Proposer, if awarded the contract, will, within ten (10) working days after the award, execute such contract in accordance with the proposal and in manner and form required by the contract documents, and will furnish good and sufficient bond for the faithful performance of the same, a payment bond and a certificate of insurance. The Proposal securities of the three (3) lowest Submitters will be retained until the contract is awarded, or other disposition made thereof at which point all but the selected Submitter's securities will be returned. The Proposal securities of all Submitters, except the three (3) lowest, will be returned promptly after the canvass of Proposals. In the event the Contractor fails, within ten (10) working days after the award, to execute said Contract and deliver the Performance and Labor and Material Payment Bonds and the Certificate of Insurance, the Proposal Security shall become the property of the County.

4. WITHDRAWAL OF PROPOSAL: Any Proposer may withdraw his Proposal, either personally, by facsimile or by written request, at any time prior to the scheduled closing time for receipt of Proposals. No Proposal may be withdrawn by telephone. Any Proposal withdrawn will not be opened and will be returned to the Proposer. After opening and reading of the Proposals, no Proposer may withdraw his Proposal for a period of fifty (50) days from the date of opening and reading.

5. LATE PROPOSALS: Proposals received after the scheduled closing time for receipt of Proposals, as contained in the "Notice to Contractors," will not be considered and will be returned to the Proposer.

6. AWARD OR REJECTION OF PROPOSALS: The contract will be awarded to the lowest, most responsive and responsible Proposer complying with these instructions and with the "NOTICE TO CONTRACTORS." Yuma County, Arizona, however, reserves the right to accept or reject any or all Proposals or to waive any or all irregularities in the Proposal. Alternates may be accepted depending upon the availability of County funds. Accepted alternates will be considered in determining the lowest, most responsive and responsible Proposer.

7. SUBMITTERS INTERESTED IN MORE THAN ONE PROPOSAL: No person, firm or corporation shall be allowed to make, file, or be interested in more than one (1) Proposal for the same work unless. That person, firm, or corporation has submitted a sub-proposal to a Proposer, or has quoted prices on materials to a Proposer. In those instances, the person firm or corporation would not be disqualified from submitting a sub-proposal or quoting prices to other Submitters.

8. CONTRACT AND BONDS: The Contractor shall execute and return the contract, along with the required Certificate of Insurance and Bonds, within ten (10) calendar days after the date of Notice of Award by the County. The form of contract, which the successful Proposer as Contractor will be required to execute, and the forms of bonds and insurance form which he will be required to furnish, are included in the contract documents and should be carefully examined by the Proposer. The successful Proposer shall use the forms provided or such other forms as are acceptable by the County. The contract, bonds and insurance form will be executed in four (4) original counterparts. "All bonds shall be issued by companies licensed with the Arizona Department of Insurance and authorized to issue such bonds in this state. **NO BONDS ISSUED BY INDIVIDUAL SURETIES WILL BE ACCEPTED.** The company issuing any bond shall have a **rating of not less than A- and no less than category VIII** per the A.M. BEST rating available at the time this project was let to Proposal.

9. INSURANCE: Without limiting any of their obligations or liabilities, the CONTRACTOR, at his own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and in form reasonably satisfactory to the COUNTY. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A- and a category rating of not less than "8." Use of alternative insurers requires prior approval from COUNTY. Insurance provided by CONTRACTOR shall be primary.

A. General Clauses

- 1. Additional Insured.** The insurance coverage, required by this contract, shall name the COUNTY, its agents, representatives, directors, officials, employees, and officers, as additional insured.
- 2. Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of the Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the COUNTY.

3. **Primary Coverage.** The CONTRACTOR'S insurance, except Worker's Compensation, shall be primary insurance as respects COUNTY and any insurance or self insurance maintained by COUNTY shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
4. **Claim Reporting.** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect COUNTY.
5. **Waiver.** The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against COUNTY, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONTRACTOR.
6. **Deductible/Retention.** The policies may provide coverage which contains deductibles or self insured retentions. The CONTRACTOR shall be solely responsible for deductible and/or self insured retentions. The CONTRACTOR shall, if required by the County, post a performance bond equal to the deductible or self insured retention level.
7. **Certificates of Insurance.** Prior to commencing services under this Contract, CONTRACTOR shall furnish COUNTY with Certificates of Insurance, or formal endorsements as required by the Contract, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall *identify this Contract number* and shall provide for not less than thirty (30) days advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to Yuma County Board of Supervisor 198 S. Main Street, Yuma, Arizona 85364.

B. Workers' Compensation

The CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR employees engaged in the performance of the Services.

In case services are subcontracted, the CONTRACTOR will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by CONTRACTOR.

C. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages as indicated in the contract terms and conditions "Insurance" section, for each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR services. (Insurance Service Office policy form CA 0001 1/87 or any replacement thereof).

D. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit as indicated in the attached contract terms and conditions "Insurance" section. The policy shall include coverage for bodily injury, property damage, personal injury, products and contractual covering, but not limited to, the liability assumed under the indemnification provisions of this contract which coverage will be at least as broad as Insurance Service Office policy form CG 001 1-11-88 or any replacement thereof. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover CONTRACTOR'S obligation of indemnification required in this agreement. A general liability insurance policy may not be written on a "claims made" basis.

10. INTERPRETATION OF PLANS AND DOCUMENTS: If any person contemplating a Proposal for 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 plans and specifications, he may submit to the Yuma County Free Library District, a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Questions received less than Ninety Six (96) hours before the Proposal opening time may not be answered. Any interpretation or correction of the documents will be made only by Addendum, duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. Yuma County will not be responsible for any other explanations or interpretations of the proposed documents.

11. CHANGES TO PLANS AND DOCUMENTS: Any changes to the plans and documents shall be made only by Addendum. No verbal or other changes to the plans and documents will be valid. A copy of each Addendum will be mailed or delivered as provided in Section 12 below.

12. ADDENDUM: Any addenda will be faxed, mailed, e-mailed or delivered to all who are known by the County to have received a complete set of Proposal documents, and to offices where Proposal documents have been filed for review purposes. It is the responsibility of each Proposer to ascertain that he has received all addenda issued by telephoning the office identified in the Notice to Contractors as the location where Proposal documents are available prior to submitting his Proposal.

Submitters shall acknowledge all addenda in the appropriate location on the "PROPOSAL" form. Failure to acknowledge receipt of Addenda shall render the proposal non-responsive and it will be rejected.

13. ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the Owner unless such assignment has had prior approval of the Owner, and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

14. PLANS AND SPECIFICATIONS TO SUCCESSFUL PROPOSER: The successful Proposer may receive electronic (PDF) sets of plans, specifications and/or submittals of equipment for this project from the County at no cost (if contractor is interested).

15. TIME OF COMPLETION: The Contractor shall commence work under this project once receiving the Notice to Proceed (NTP) to ensure that the equipment and other requirements are ready for October and shall fully complete within the time frame required. Time is of the essence in the completion of all work required under this contract. The Contractor shall, at all times, during the continuance of the contract, execute the work with such force and equipment as is sufficient to complete all work within the time specified.

16. YUMA COUNTY TRANSACTION PRIVILEGE TAX: Yuma City and or County transaction tax shall **NOT** be waived under the conditions of this contract. The current privilege tax rate can be obtained from the respective Finance Departments. The Contractor shall be responsible for reporting and payment of all city, county, state or federal taxes.

17. PRE-PROPOSAL CONFERENCE: A site tour is optional and a pre-proposal conference and site tour will be held on **Tuesday, September 20, 2022, at 10:00 a.m. at Yuma County Main Library, 2951 S. 21st Dr, Yuma, Arizona 85364.**

Submitters, contractors, and other interested parties are invited to attend this conference which will be conducted by the Owner and Owner's Representative to answer any questions.

18. ALTERNATES: Alternate proposals will not be considered unless called for in the documents or any addenda thereto. When alternates are requested, all requested alternates or alternate Proposal items, unless otherwise stated, shall be included in Proposal. If no change in the base Proposal will occur with the alternate, enter "No Change."

19. APPROVAL OF SUBSTITUTIONS: The materials, products and equipment described in the Documents and Addenda establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered, unless written request for approval has been received by the Library District Maintenance Supervisor at least five (5) calendar days prior to the scheduled closing time for receipt of Proposals. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance and test data and any other information necessary for evaluation of the substitute. Proposer shall not be entitled to approval of a substitute.

If a substitute is approved, the approval shall be provided in writing. Submitters shall not rely upon approvals made in any other manner.

20. USE OF "EQUALS": When the specifications for materials, articles, products and equipment state "or equal," contractor may base their Proposal upon, and use materials, articles, products and equipment which will perform equally the duties imposed by the general design. The County will have the final approval of all materials, articles, products and equipment proposed to be used as an "equal." It shall not be purchased or installed without the prior written approval from the County Free Library District.

Approvals for "equals," may be requested in writing to the County Free Library District for approval. Requests must be received as indicated in packet (96 hrs) Ninety-Six hours prior to the date set for opening the Proposal Proposals. The request shall state the name of the material, article, product or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, cuts, performance and test data and any other information necessary for approval of the equal. All approvals will be provided in writing.

21. EXAMINATION OF CONTRACT DOCUMENTS AND VISIT SITE: Before submitting a Proposal, Submitters should carefully examine the Contract Documents, visit the site of the work and fully inform themselves as to all existing conditions and limitations. No consideration will be granted for any alleged misunderstanding of the material, articles or piece of equipment to be furnished or work to be done. It is understood that the tender of the Proposal carries with it the agreement to all items and conditions referred to herein or indicated in the Contract Documents.

22. SUBMITTERS IN DEFAULT: No Contract will be awarded to any person, firm or corporation that is in arrears or is in default to Yuma County upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to Yuma County, or has failed to faithfully perform any previous contract with Yuma County.

SUPPLEMENTAL GENERAL CONDITIONS

1. GENERAL: All construction shall be in compliance with the Construction Documents. Copies of these documents, with revisions, are on file in the office of Yuma County Free Library District, and are hereby made a part of these Contract Documents.

Whenever in the Uniform Standard Specifications, the words "The Contracting Agency" is used, the meaning shall be Yuma County.

In all cases where ASTM, AASHTO, AWWA, USAG, Federal, Yuma County, Arizona State Highway, or other standard specifications are referred to, unless otherwise stated, revisions, supplements or addenda issued on or before the date of this contract, shall prevail. In the event of any conflict between these project specifications and the requirements of the plans, detail drawings, County Standard Details and Specifications, these project specifications shall prevail.

2. DEFINITIONS: The following terms, as used in or pertaining to the Contract Documents, are defined as follows:

COUNTY: The word "County" refers to Library District Board of Directors. The official representative of said County in these proceedings shall be an appointed representative from Yuma County Facilities Management.

CONTRACTOR: The word "Contractor" means the person, firm, or corporation with whom the Contract is made by the County.

MATERIALS: The term "Materials" includes, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the work.

SUBCONTRACTOR: The word "Subcontractor" includes those having a direct contract with the Contractor and those who furnish material worked to a special design according to the plans and/or specifications for this work, but does not include those who merely furnish materials not so worked.

OWNER'S REPRESENTATIVE: The word "Owner's Representative" means a person, firm or corporation duly authorized by the County, to act for the County in staking out the work, inspecting materials and construction, and interpreting plans and specifications.

CONTRACT DOCUMENTS: The words "Contract Documents" mean the Notice to Contractors, Information for Submitters, "Uniform Standard Specifications for Public Works Construction," Supplemental General Conditions, Special Provisions, Supplemental Specifications, Proposal, Contract, Payment Bond, Performance Bond, Certificates of Insurance, Plans and Addenda thereto.

3. WITHDRAWAL OF PROPOSALS: No proposal shall be withdrawn following the opening and reading of the Proposals for a period of 50 days from the date of opening without the consent of the contracting agency through the body or agent duly authorized to accept or reject the proposal.

4. RESPONSIBILITY FOR DAMAGE CLAIMS: The Contractor shall indemnify and save harmless the County and its officers, agents and representatives from all suits, actions, loss damage, expense, cost or claims of any character or nature brought on account of any injuries or damages sustained by a person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Workmen's Compensation Laws or any other law, bylaw, ordinance, or order or decree.

5. INDEMNIFICATION: The Contractor shall indemnify and hold harmless the County and any of its departments, agencies, officers, employees and representatives from all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from the performance or failure to perform the services for the County required of the Contractor hereunder or in connection therewith and caused by a negligent error, omission or act of the Contractor, its officers, employees, or others for whose acts the Contractor may be legally liable. The amount of insurance required of Contractor hereafter shall not be a limit on the liability of Contractor under this indemnity.

6. DUST PREVENTION: The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to his construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project, to the satisfaction of the Owner's Representative, in accordance with the requirements of all Air Pollution Control Regulations which have been adopted pursuant to the authority granted by Section 36-779, Arizona Revised Statutes. The Contractor shall be required to obtain the necessary permits.

7. EXCESS MATERIAL: Excess material shall be removed from the work site and disposed of at an approved County location. The prevailing regulations and any related fee schedule will not be waived for work under this project. All materials, to be disposed of at a landfill, shall be disposed of at the prevailing rate.

8. STOCKPILE OF MATERIALS: The Contractor may place or stockpile materials in the public right-of-way, if approved by the Owner's Representative, provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations.

Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained.

9. REFUSE COLLECTION ACCESS: At any time the project construction shall require the closure or disruption of traffic in any roadway, alley, or refuse collection easement such that normal refuse collection will be interfered with, the Contractor shall, at least 48 hours prior to causing such closure or disruption, make arrangements with the Facilities Management Department in order that refuse collection service can be maintained.

10. DAILY CLEAN-UP: After work for the day is completed, the Contractor shall clean the work site and dispose of any and all debris.

11. SHOP DRAWINGS: The Contractor shall provide shop drawings (Hard & Soft) as may be necessary for the prosecution of the work as required by the contract documents. The Owner's Representative shall promptly review all shop drawings. The Owner's Representative's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing which substantially deviates from the requirements of the contract documents shall be evidenced by a change order.

When submitted for the Owner's Representative's review, shop drawings shall bear the contractor's certification that he has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or sample submission has been approved by the Owner's Representative. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at

the site and shall be available to the Owner's Representative.

12. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK: The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted, in writing, by the County. The Contractor shall turn over the entire work in full accordance with the specifications before final settlement shall be made.

13. STATUS OF EMPLOYEES: Contractor shall be responsible for assuring the legal working status of its employees and its subcontractor's employees.

14. LAWS AND REGULATIONS: This Contract shall be governed by and constructed in accordance with the laws of the State of Arizona. The Contractor shall keep himself fully informed of all existing and future local, County Ordinances and Regulations, State and Federal Laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. He shall at all times observe and comply with said Ordinances, Regulations, or Laws and Standards.

15. PERMITS: The County may have obtained certain required permits which may be included in the project specifications, but it will be the duty of the Contractor to determine that all the necessary permits have been obtained. The Contractor shall, at his own expense, obtain all required permits, which have not been furnished by the County.

16. SUBCONTRACTS: Subcontracts shall be in accordance with, and the Contractor shall be bound by, the following provisions:

- All subcontracts shall be subject to the approval of the County;
- All subcontracts shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of the Contract. Certified copies of any and all subcontracts shall be furnished to the County Facilities Management Department;
- Subcontracts shall conform to the regulations governing employment of labor; and
- The subcontracting of any part of the work will in no way relieve the Contractor of his responsibility under the Contract.

17. PRE-CONSTRUCTION CONFERENCE: After completion of the Contract Documents, to include bonds, insurance and signatures, and prior to the commencement of any work on the project, the Project Manager will schedule a Pre-Construction Conference. The time and place will be determined and confirmed via phone call.

The purpose of this Conference is to establish a working relationship between the Contractor, Utility Companies, and the Owner's Representative. The agenda will include critical elements of the construction schedule, procedures for handling shop drawings and other submittals, cost breakdown of major lump sum items, payment application and processing, coordination with the involved utility companies, emergency telephone numbers for all representatives involved in the course of construction, and establishment of the Notice to Proceed date.

Minimum attendance by the Contractor shall be a responsible official of the company/corporation, who is authorized to execute and sign documents on behalf of the company/corporation.

18. CONTRACTOR'S CONSTRUCTION SCHEDULE: Concurrently, with the execution of the contract and prior to the pre-construction conference, the Contractor shall submit a preliminary

schedule (Project Schedule & daily shift hours) for the County's acceptance. The schedule shall be in sufficient detail to allow the County to determine if the proposed schedule will conform to an approved program of construction operations, as determined by the contracting agency. Within three calendar days after the Notice to Proceed has been issued the Contractor shall submit a project/progress schedule, utilizing the critical path method scheduling technique, showing the order in which he proposes to carry out the work, the dates on which he will start each phase of the work, and the contemplated date for completion of each phase. The Contractor shall not be permitted to commence construction until the schedule complying with this paragraph has been submitted to the County. The Contractor will not be granted any extension to the contract time or compensation for any damages as a result of the County's refusal to allow Contractor to commence construction until the critical path method progress schedule has been submitted and approved by the County.

The critical path method (CPM) scheduling technique requires a breakdown of the entire work into individual tasks and an analysis of the number of days required to perform each task. The schedule submitted to the County should highlight and identify the critical path for the project. After the work is in progress, the Contractor shall submit supplementary progress schedules, using the critical path method technique, of the progress to date and projection for completion. The supplementary progress schedules shall be submitted with each pay request in accordance with the paragraph, "Payments to Contractors," of these Supplemental General Conditions. The progress schedules shall be subject to the approval of the County. In the event the Contractor fails to submit a supplementary progress schedule acceptable to the Owner's Representative, the County may withhold further progress payments to the Contractor until the Contractor submits an acceptable supplementary progress schedule, which is approved by the County, to the County. Schedule changes requiring an increase in the County's personnel on the project shall not be put into effect until the County has approved such increase and made arrangements for the required additional personnel.

19. CHARACTER OF WORKMEN: None but skilled foremen and workmen shall be employed on work requiring special qualifications. When required by the County, the Contractor shall discharge any person who is, in the opinion of the County, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable.

The Contractor shall keep the County harmless from damages or claims for compensation that may occur in the enforcement of this section of the specifications.

20. HINDRANCES AND DELAYS: Except as otherwise provided herein, no charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work embraced in this Contract; but such delays, if due to no fault or neglect of the Contractor, shall entitle the Contractor to an extension of time allowed for completing the work, sufficient to compensate for the delay, the amount of the delay to be determined by the Owner's Representative, provided the Contractor shall give said Owner's Representative immediate notice in writing of the cause of such delay.

20.1 Delay: In the event of a delay for which the County is solely responsible, which is unreasonable under the circumstances and which was not within the contemplation of County and Contractor at the time this Contract is executed, County and Contractor shall negotiate, in good faith, a payment by the County to Contractor for the expenses incurred by Contractor as a result of such delay. This provision shall not be construed to void any provision in the contract which requires notice of delay or provides for liquidated damages. However, if the delay is the result of any act or neglect of a third party, including the architect, Owner's Representative or other contractor employed by the County, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions

not reasonably foreseeable, unavoidable casualties, or any causes beyond the Contractor's control, the Contractor shall not be entitled to any payments or compensation for expenses incurred as a result of such delay, but the Contract Time shall be extended by Change Order for such reasonable time as the County may determine. No extension or compensation will be granted for any delay which is the result, wholly or partially, of any act or neglect of Contractor or any Subcontractor hired by Contractor.

21. LIQUIDATED DAMAGES:

21.1 Should the contractor fail to substantially complete the work under this contract within the time for completion stated in the paragraph "Time of Completion," in the Information for Submitters, then the contractor shall pay Yuma County, Arizona, liquidated damages of \$1,000.00 per calendar day, until the work is substantially complete.

21.2 Should the contractor fail to fully and finally complete the work under this contract within the time for completion set forth in the paragraph "Time of Completion," in the Information for Submitters, even though the contractor has achieved substantial completion of the work within such time, then the contractor shall pay Yuma County, liquidated damages in an amount equal to 50% (\$500.00 per calendar day) of the applicable liquidated damage rate set forth in the Specifications and Details for each and every calendar day of delay until the work is fully and finally complete and accepted.

21.3 The date of substantial completion shall be the date when the work is sufficiently complete, in accordance with the contract documents, so the owner can fully occupy and utilize the work or designated portion thereof for the use for which it is intended, with all the project's parts and systems operable as required by the contract documents and all the work is complete, accessible, operable, and usable by the owner for its intended purpose(s), and all parts, systems and sitework are 100% complete and cleaned for the owner's use. Only incidental corrective work and final cleaning (if required), beyond cleaning needed for the owner's full use, may remain for final completion.

21.4 Full and final completion shall be that date when all work under the project, including incidental corrective work under punch list and final cleaning, has been completed and the entire project is accepted by the owner.

22. CANCELLATION OF CONTRACTS: The Owner's Representative reserves the right to suspend the work wholly or in part if deemed necessary for the best interest of the County. This suspension will be without compensation to the Contractor, other than to adjust the contract time.

23. PAYMENTS TO CONTRACTOR: The measurements of quantities and the payments to the Contractor shall be in accordance with the terms set forth in the contract.

Payments will be made on the basis of itemized, monthly statements prepared by the County and signed by the Contractor. The Contractor shall submit an itemized, duly certified and approved estimate for work completed through the last day of the preceding month in accordance with Specifications, as amended by these Supplemental General Conditions. Upon approval of the pay estimate, the County will mail the check directly to the Contractor. The pay estimate shall be accompanied by an updated progress schedule as required by these Supplemental General Conditions and a cash flow report when required by the Special Provisions. Approval of progress payments shall be conditional upon submittal of progress schedules and cash flow reports, when required, which are acceptable to the County.

Upon 100% completion and acceptance of the project, and with the request for final payment, the Contractor shall complete and submit the "Contractor's Affidavit Regarding Settlement of Claims" form which is included in these specifications. Before final payment and release of retention, Contractor must arrange for its Surety to provide the County with a fully executed AIA Consent of Surety form. To avoid delays in the final payment, the Surety may send the Consent of Surety directly to the County via fax at (928) 782.1871, to the attention of the Project Coordinator, and mail the original to Yuma County Free Library District, 2951 S. 21st Drive, Yuma, Arizona 85364 to the Project Coordinator attention.

24. WARRANTY PERIOD: In accordance with the Uniform Standard Specifications, all work including labor and material shall be guaranteed against defective workmanship for a period of two (2) years from the date of acceptance. In the event a defect develops within the warranty period, contractor is required to initiate repairs within two (2) days of receipt of written notice.

***** END OF SUPPLEMENTAL GENERAL CONDITIONS *****

SPECIAL PROVISIONS

Scope of Work: Yuma County is accepting proposals for furnishing **all** material, equipment, labor, professional services, permits and fees necessary to complete the referenced project: Project Number #YCLD-01.

Selected contractor **will** remove and return to Yuma County Facilities Management for disposal six (6) rooftop-mounted package AC units, and provide and install six (6) new rooftop AC units as follows: three (1) 25-ton, three (3) 35-ton, and two (2) 50-ton unit with economizer and power exhaust. Units are to either be heat pumps, or come equipped with electric heat strips. Contractor to provide/install curb adaptors as necessary. Convenience outlets and non-fused disconnects to be provided at each unit. Contractor to make all necessary electrical connections (460 volt/3 phase) to each unit. Contractor shall provide temporary thermostats, programmed to customer's requirements, until building controls system (separate project) is completed. Units shall come with five (5) year factory warranty, and selected contractor shall provide two (2) year warranty on labor and materials.

Contractor shall schedule installation such that only one unit is replaced at a time, to minimize disruptions to facility. Work area to be returned to normal operations/condition (as approved by County representative) prior to continuing to next unit being replaced. Contractor may be asked to schedule downtime during facility operations off-hours (early AM or late PM).

Contractor to coordinate installation schedule with County HVAC and Fire/Security staff, to ensure HVAC controls and fire alarm system are placed in Standby mode as necessary. Third-party Test-And-Balance (TAB) report is to be provided by contractor at completion of project. All equipment and systems are to be properly labeled per County standards.

Existing control devices are Carrier Comfort Network-brand, which are incompatible with County HVAC controls system (Automated Logic). Therefore, the County would prefer and request eligible contractors provide Automatic Logic or similar performance controls devices, which meet the specified County's warranty requirements and are compatible with our current HVAC Control systems (Automated Logic).

Existing mechanical, electrical and roof plans for this site are available, but with limited detail. Plans can be made available for review at Yuma County Free Library District, 2951 S. 21st Drive, between the hours of 8:00 am until 5:00 pm, Monday thru Friday, by appointment. Please e-mail for an appointment – Danny.Marron@yumalibrary.org.

Selected contractor will be responsible for dust/noise control, removal of debris and runoff. Selected contractor will be responsible for barricades, if needed. Selected contractor will be responsible to submit shop drawings to Yuma County Library Free Library District for prior approval and before proceeding with AHJ, if permit is needed. The selected contractor is responsible for any specialty or professional services that are needed or required to complete this project. The selected contractor will be responsible for all applicable permit(s) and special inspection(s); if needed or required.

Selected contractor **MUST** provide uniforms with printed company name and/or logo to identify its employees and **MUST** be worn while on the project site, so that it is visible to the customer. Sub-contractors have the same uniform requirements.

Selected contractor **MUST** provide its employees and subcontractor (if used) with the appropriate PPE. The personnel **MUST** be trained & certified in the materials & equipment used on-site. Selected contractor will be required to provide its employees and subcontractors with an initial safety meeting prior to any work commencing. If requested by the County, the selected contractor **MUST** provide documentation of the meeting, training and/or certifications.

Posting of any and all construction signs will be the contractor's responsibility. Work will be performed afterhours. Selected contractor **MUST** have the site area clean of debris and secured at the end of the shift daily, any exceptions **MUST** have written approval from Yuma County Facilities Management.

Proposal must be submitted using Exhibit "A". Any disruption to the area must be pre-approved and coordinated with the Yuma County Facilities Management.

Selected contractor will be responsible for submitting close-out documents to include: as indicated in last page of bid document.

Any agreement that may result from this RFP must provide for the complete design and construction of the project on a "**turn-key**" basis. The term "**turn-key**" is intended to express the Owner's wish to receive pricing for a finished product that comprehensively includes all project costs and services.

2. DEFINITIONS:

A. **Section:** Reference to a Section on the plans or in these Specifications shall be in according to Industry Standards and Practices. The provisions of Industry Standards, Practices and Details, which are not altered or modified by the drawings or by these Special Provisions or by any subsequently issued Addendum, shall apply to the contract even though the Contractor's attention is not specifically drawn to such provisions.

B. **Standard Detail:** Reference to a Standard Detail on the plans or in these specifications shall mean a standard detail drawing in the latest revision of the Industry Standards and Practices. Yuma County Standard Detail shall mean a standard detail drawing in Yuma County Owner's Representative using Design Standards.

3. SUSPENSION OF WORK: The Owner's Representative reserves the right to suspend the work wholly or in part if deemed necessary for the best interest of the County. This suspension will be without compensation to the Contractor, other than to adjust the contract time.

4. COMPLIANCE WITH MANUFACTURER'S INSTRUCTIONS: In all instances wherein the item and/or specifications require installation or construction in accordance with either manufacturer's or supplier's recommendations and/or instructions, said recommendations and/or instructions shall be submitted with the applicable portions clearly marked for approval prior to the commencement of work on that item or portion of the contract.

5. WEEKLY UPDATE: The Contractor shall prepare, subject to the approval of the Owner's Representative, and distribute via email on a weekly basis, a brief project update containing a description of the work completed during the past week and work expected to be accomplished during the next week. Information such as, but not limited to, detours or hotline telephone numbers shall be included as required. Contractor shall continue preparation and distribution until one week after the date of substantial completion. The County shall supply the Contractor with a list of names and addresses, not to exceed 50.

6. RECORD DRAWINGS: The Contractor shall maintain one set of contract drawings with all changes, deviations, additions and deletions clearly marked thereon. Upon completion of the work, this set of drawings, shall be marked "RECORD DRAWINGS," dated, and delivered to the County prior to approval of the Contractor's final payment request.

7. CONSTRUCTION SIGN: If signs are required for the project it will be the contractor's responsibility to provide them.

***** END OF SPECIAL PROVISIONS *****

PROPOSAL

Place _____ Date _____.

Proposal of _____, a Corporation organized and existing under the laws of the State of _____; a partnership consisting of _____; or an individual trading as _____.

TO THE LIBRARY DISTRICT BOARD OF DIRECTORS - YUMA COUNTY

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, construction equipment, transportation and services for the construction of: **Yuma County Library District, Main Library, Rooftop AC Unit Replacement Project, #YCLD-01**, in strict conformity with the plans and specifications for the following unit prices:

(Extension of these unit prices on the basis of estimated quantities and the totaling of these extensions are for the purpose of comparing Proposals only. The mathematics of such extensions and totaling will be checked and corrected by the Yuma County Free Library District, before evaluating the Proposals, and the lowest of such corrected and checked totals will determine the lowest Proposals.)

ATTACH PROPOSAL SCHEDULE – LUMP SUM OR ITEMIZED PROPOSAL QUANTITIES

The undersigned hereby declares that a site tour was encouraged for contractor(s) and has carefully examined the contract documents relating to the work covered by the above Proposal or Proposals.

Upon receipt of notice of the acceptance of this Proposal, we will execute the formal contract attached within ten (10) days, and will deliver a one hundred percent (100%) Performance Bond for the faithful performance of this Contract, together with a one hundred percent (100%) Payment Bond and Certificate of Insurance.

The Proposal security attached, with endorsement, in the sum of ten percent (10%) of the total Proposal, is to become the property of Yuma County, Arizona, in the event the Contract and Bonds are not executed within the time set forth, as liquidated damages for the delay and additional work caused thereby.

The undersigned has checked carefully all the above figures and understands that Yuma County, Arizona, will not be responsible for any errors or omissions on the part of the undersigned in making up this Proposal.

The undersigned understands that the Library District Board of Directors of Yuma County, Arizona, reserves the right to reject any or all Proposals or to waive any irregularities in the Proposal.

Respectfully submitted,

Arizona Contractor's Classification and Contractor License No. _____

By: _____
Print Name

Complete Business Address

Telephone Number: _____

Fax Number: _____

Proposer shall signify receipt of all Addenda here (if any):

Failure to acknowledge receipt of all addenda shall render the Proposal non-responsive and will be rejected:

Acknowledged by: _____

Proposal **MUST** be accompanied by "Exhibit A".

YUMA COUNTY

Subcontractor Listing and Certification of Contract Compliance

PROJECT – Yuma County Library District, Main Library, Rooftop AC Unit Replacement Project, #YCLD-01

The undersigned contractor hereby submits the following list of firms to be employed as subcontractors on the above referenced project: General Contractor is responsible for listing all Subcontractors he will employ by name and trade.

<u>SUBCONTRACTOR</u>	<u>WORK ELEMENTS</u>	<u>DBE(Y/N)*</u>	<u>AGENCY**</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned hereby certifies that all subcontracts shall be in writing and shall provide that all work to be performed shall be in accordance with the terms of the Contract. All subcontracts shall be subject to approval by the County. Certified copies of all subcontracts shall be furnished to the Owner’s Representative; however, prices may be omitted. Subcontracts shall conform to the regulations governing employment of labor.

Name of Firm
DBE :(Y/N)*: _____

Agency**

Signature

Title

*Firms certified as Disadvantaged Business Enterprises. **Indicate certifying agency, e.g., ADOT, YCHD, COP, etc. **This information is requested for information purposes only.** Yuma County is an equal opportunity employer and minority business enterprises and women’s business enterprises are encouraged to submit Proposals.

**STATUTORY PROPOSAL BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1
OF THE ARIZONA REVISED STATUTES**

(Penalty of this bond must not be less than 10% of the Proposal amount)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ (hereinafter referred to as "Principal") as Principal, and _____, (hereinafter called the Surety) a corporation organized and existing under the laws of the State of _____, with its principal offices in the County of _____, as Surety, are held and firmly bound unto Yuma County (hereinafter "Obligee") in the amount of _____ Dollars (\$_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a Proposal for: **Yuma County Library District, Main Library, Rooftop AC Unit Replacement Project, #YCLD-01.**

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

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

PRINCIPAL SEAL

By: _____

SURETY SEAL

AGENCY OF RECORD

Sample CONTRACT Sample

This contract dated as of September ____, 2022, is by and between the Yuma County, a political subdivision of the State of Arizona, hereinafter referred as the County, and _____, of _____, Arizona, hereinafter referred as the Contractor.

The Contractor has covenanted, and agreed, for and in consideration of the payments made as provided for in the proposal and specifications, to the Contractor by the County, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by the Agreement, free from all claims, liens and charges whatsoever, in the manner, and under the conditions hereinafter specified, that are necessary for the **Yuma County Free Library District, Main Library , Rooftop AC Unit Replacement Project, #YCLD-01**, in accordance with the dollar amount of \$_____, for said service. All work must adhere to the terms and conditions of this contract and all other documents associated with this solicitation.

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the specifications. Any requirements appearing in one portion of the documentation, but not in others, shall be executed according to the true intent and meaning of the said specifications the same as though they were contained and described in all portions of the documentation, and applicable industry standards shall apply.

The Contractor shall provide all necessary personnel and labor, and such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed by the Contractor that he shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services called herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee or agent of the County.

It is further agreed that all work shall be inspected by the County, or it's properly authorized agents, and accepted or rejected as meeting County requirements and specifications. The County shall have full power to reject or condemn all materials furnished or work performed under this contract which does not conform to the terms and conditions herein expressed.

Non-Appropriation Clause: Contractor acknowledges that the County is a government entity and the contract validity is based upon the availability of public funding under its authority. In the event that the public funds are unavailable and not appropriated for the performance of County's obligation under this Contract, then this Contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Contract, but only as an emergency fiscal measure.

Hold Harmless Clause: The Contractor agrees to defend, indemnify and hold harmless Yuma County from all losses, liability, claims or expenses (including reasonable attorney fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of Yuma County. It is the intent of this section to require the Contractor to indemnify Yuma County to the extent permitted under Arizona law.

Entire Agreement Clause: The Contractor and the County have read this agreement and agree to be bound by all of its terms, and further agree that it constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties.

The Owner's Representative reserves the right to suspend the work wholly or in part if deemed necessary for the best interest of the County. This suspension will be without compensation to the Contractor, other than to adjust the contract time.

Non-Waiver of Enforceability: Failure of the County to enforce at any time, any of the provisions of this Contract, or to request at any time performance by the Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Contract or any part thereof, or the right of the County to enforce each and every provision.

Governing Law: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. If any part of this contract is found by a court to be unenforceable, the remaining provisions shall, nonetheless, be enforceable to the extent allowed by law.

To prevent all disputes and litigation, it is further agreed by and between the County and the Contractor, that the Yuma County Free Library District shall determine all questions in relation to the work thereof, and it shall in all cases decide all questions which may arise relative to the execution of the work under this contract on the part of the said Contractor and its estimates and decisions shall be final and conclusive; and such estimates and decisions, in case any question may arise, shall be a condition precedent to the right of said Contractor to receive any money or compensation for anything done or furnished under this contract.

Insurance: The Contractor shall provide proof of and maintain comprehensive general liability insurance in an amount equal to ten (10) times the contracted amount of this Contract. Additionally, the Contractor shall provide proof of Worker Compensation insurance in an amount not less than Five Hundred Thousand (\$500,000) dollars, and Automobile Liability insurance in an amount of \$100,000/\$300,000/\$100,000 (per person/occurrence). All proof of insurance must list the County as an additional insured party.

Legal Arizona Workers Act Compliance: To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by Yuma County. Yuma County retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Yuma County and to cooperate with Yuma County's inspections.

Conflict of Interest: All parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

Execution: The Notice to Vendors, Information for Offerors, General Conditions, Specifications, Exhibits and Addenda thereto, are hereby understood to be a part of this Contract.

Israel Boycott Certification: Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this Agreement.

Forced Labor: Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has ten (10) or more full-time employees, Contractor hereby certifies that it does not currently, and agrees for the duration of the contract that it will not, use (1) the forced labor of ethnic Uyghurs in the People’s Republic of China, (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China, or (3) any contractors, subcontractors, or suppliers that use the forced labor of any goods or services produced by the forced labor or ethnic Uyghurs in the People’s Republic of China. If Contractor becomes aware during the term of this Agreement that Contractor is not in compliance with this certification, Contractor shall notify the County within five (5) business days after becoming aware of the noncompliance. If Contractor does not provide the County with a written certification that it has remedied the noncompliance within one hundred eighty (180) days after notifying County of the noncompliance, this Agreement shall terminate immediately.

The copy of this contract shall be filed with the Yuma County Clerk of the Jail District Board of Directors.

YUMA COUNTY, ARIZONA

Signature: _____
Title: _____
Library District Representative

Approved as to Form:

Edward P. Feheley
Deputy County Attorney

CONTRACTOR
Contractor Company

Signature: _____
Title: _____
Printed Name: _____

Lisa Mendez
Yuma County Free Library District Director

Notary:

Please print name _____

Signature _____

Today’s date _____

Expiration date _____

Official Stamp:

INDIVIDUAL SURETIES WILL NOT BE ACCEPTED
STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34,
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That _____ (hereinafter called the Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____ with its principal office in the County of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto Yuma County, a government entity, (hereinafter called the Oblige), in the amount of _____ Dollars (\$ _____), for the payment whereof; the said Principal and Surety bind themselves, and their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has entered into a certain written contract with the Oblige, dated the _____ day of _____, 20____, to construct **Yuma County Free Library District, Main Library, Rooftop AC Unit Replacement Project, #YCLD-01**, 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 undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract 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, to the extent as if it were copied at length herein.

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

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

Principal Seal

By _____

Surety Seal

Agency of Record

Agency Address

Telephone Number: _____

INDIVIDUAL SURETIES WILL NOT BE ACCEPTED
STATUTORY PAYMENT BOND PURSUANT TO TITLE 34,
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____ with its principal office in the County of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto Yuma County, a government entity, (hereinafter called the Oblige), in the amount of _____ Dollars (\$ _____), for the payment whereof; the said Principal and Surety bind themselves, and their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has entered into a certain written contract with the Oblige, date the _____ day of _____, 20____, to construct **Yuma County Free Library District, Main Library Rooftop AC Unit Replacement Project, #YCLD-01**, 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 promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be void, otherwise to remain in full force and effect.

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

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

Witness our hands this day of _____, 20_____.

Principal Seal

By

Surety Seal

Agency of Record

Agency Address

Telephone Number: _____

**YUMA COUNTY, ARIZONA
CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

**Yuma County Free Library District, Main Library District, Rooftop AC Unit Replacement
Project, #YCLD-01**

To Yuma County, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ _____ (Dollars), as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the Yuma County against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said County may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said installation.

Signed and dated at _____, this ____ day of _____, 20____.

Contractor

By

STATE OF ARIZONA)
) ss.
COUNTY OF YUMA)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Attachment A

Receipt Acknowledgement Form

**Yuma County Free Library District, Main Library, Rooftop AC Unit Replacement Project,
#YCLD-01**

In order to receive notification regarding addenda, respondent must submit this form to:

Daniel Marron
Library District Maintenance Supervisor
2951 S. 21st Drive
Yuma, AZ 85364
Daniel.Marron@yumalibrary.org
Fax: 928.781-9420

_____ (Firm Name) may have an interest in submitting a proposal for the above project, and request notification in the event that any addenda or other notices are published.

BY: _____

PRINTED NAME: _____ TITLE: _____

DATE: _____ FAX: _____

PHONE: _____ CITY/ST/ZIP _____

EMAIL: _____ ADDRESS: _____

Exhibit A

Table 1: Yuma County Library District, Main Library, Rooftop AC Unit Replacement Project, #YCLD-01

Location	Unit Cost
Total	

- (1) Turnkey unit cost shall include All labor, materials, equipment, professional services, permits, fees, and taxes.
- (2) Please keep in mind that it is the responsibility for the contractor to verify any and all information, condition(s) and equipment(s).
- (3) All work **MUST** adhere to the terms and conditions of this contract and all other documents associated with this solicitation.
- (4) Before any and all material/equipment is removed from project, contractor must seek approval from project coordinator due to salvage rights. Selected contractor will be responsible for coordinating with the City, while keeping the County's representative informed.
- (5) In your line items please make sure to include if it's either an "Add or Delete" cost to the base bid.
- (6) Please see page 31 for close-out document requirements.

Date: _____

Company's Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Phone Number: _____

By (Print): _____

Signature: _____

Title: _____

Addendum(s):

- 1. _____ Date _____
- 2. _____ Date _____
- 3. _____ Date _____
- 4. _____ Date _____

Close-out Documents

Please submit two (2) copies of the close-out documents, each copy in a hard binder properly labeled on the outside with the project name, address and project number, and tabs for each section and one (1) soft copy on a thumb drive, as indicated in the RFP/RFQ:

1. List of all materials used on project, including change orders and spare parts. A ledger must be included with all equipment used and location on the project.
2. List of all equipment used, clearly identifying the equipment name, model and serial number. Include location map highlighting equipment location in orange highlighter. Include owner manuals for all equipment installed & with a small red arrows identifying item.
3. Testing result(s), if applicable. TAB, electrical and/or cabling reports, if applicable.
4. Photos, before and after photos to help troubleshoot for future events.
5. Shop drawings, if applicable.
6. Copy of Submittals and approvals verification from customer, if applicable.
7. A complete set of As-built drawings/plans. Wiring diagrams shall include overall plan showing home-run cabling and individual branch circuits, panel schedules, j-box wiring with individual cables clearly tagged at appropriate locations, loop diagrams (if applicable) and individual equipment wiring details. Information to be submitted on 11"x17" minimum drawing size.
8. Permit information, including inspection, correction notification and approval documentation from State, City, Manufacturer and/or Authority Having Jurisdiction (AHJ).
9. Warranty letter(s) from primary contractor and all subs on corresponding firm's letterhead and signed by firm's authorized representative.
10. Copies of Lien Waivers, if applicable.
11. Copy of Certificate of Occupancy, if applicable.
12. Copy of Punch List, if applicable.
13. Warranty letters from equipment and/or material manufacturer(s), if applicable
14. Other items required by the project.

Please note that, in order to process final payment, the above listed documents must be received no later than 10 calendar days after acceptance of project by County's Project Coordinator.