



PERISCOPE S2G ELECTRONIC SUBMISSION INSTRUCTIONS

NOTE: The e-procurement platform, Periscope S2G, was formally known as BidSync. Any reference to BidSync on the site or in past/current/future bid documents is a reference to Periscope S2G.

When submitting a response (proposal, quote or bid) electronically through the e-procurement platform, it is the sole responsibility of the vendor to ensure that the response, including all necessary attachments, is received prior to the indicated closing date and time, Mountain Standard Time.

Be aware that submitting a password in the e-procurement platform acts as an electronic signature which is just as legal and binding as an original signature (see Electronic Signatures in Global and National Commerce Act for more information).

Vendors must be registered in [Periscope S2G](#) in order to participate in the bidding process for this solicitation.

Vendors can register for a free S2G Limited account for free at prod.periscopeS2G.com/maricopa-county. Registered users will be able to search for bids, access bid information and documents, receive notifications about bids, and submit bids via Periscope S2G (<https://www.periscopeholdings.com/s2g>) for all open Maricopa County bids.

ONLY RESPONSES THAT ARE SUBMITTED THROUGH PERISCOPE S2G WILL BE CONSIDERED.

For assistance with the e-procurement platform, contact Periscope S2G Vendor Support during regular business hours: Phone: 1-800-990-9339, Email: S2G-support@periscopeholdings.com; or visit the [Periscope S2G support portal](#).

FINDING A SOLICITATION AT PERISCOPE S2G

Use the filter function on the left side of the screen to locate a bid (solicitation).

1. Enter keyword(s) and click Search.
 - a. If searching by bid number, be sure to enter the number AND any added letters with NO spaces (e.g., 200104-RFP).
 - b. If searching by bid name, enter the entire bid name.
 - c. If respondent does not know the entire bid number or name, enter "Maricopa" as the keyword to limit the search results to open bids for Maricopa County.
2. Select the name of the desired bid from the search results.
3. General information about the bid will display, such as a brief summary, the name of the procurement officer assigned to the bid and their contact information, the "Bid End Date" (the due date for submission, affiliated NIGP codes, a pre-bid conference date(if any), and a deadline for submitting questions.
4. Select **See Bid Details** at the bottom of the screen to access the bid.

(NOTE: If a respondent has been invited to a private bid, they will need to use the link in the invitation email to access the bid. Private bids are not accessible using the search option in Periscope S2G.)

SUBMITTING A BID

Complete steps as indicated in order to place an offer.

Regardless of which tab the bidder selects, the following is displayed on the screen:

- "Fill out qualifications for this agency. **Click here:**" If required to provide qualifications, click on the link and provide information as indicated. When all information has been added, enter the respondent's Periscope S2G password and click **Submit** to send the response.
- Addendums: Any addendum to the bid will be listed on this page. Bidder is responsible for reading and acknowledging all related addendums.
- "**Place offer/Place No Bid:**" When all required information has been uploaded and acknowledgements have been completed, select "**Place offer**" to submit the bid. If no bid will be submitted, select Place "**No Bid.**"

A RESPONDENT'S BID WILL NOT BE ACCEPTED AS RESPONSIVE BY THE COUNTY UNLESS ALL REQUIRED INFORMATION HAS BEEN PROVIDED. THIS INCLUDES VIEWING/ACCEPTING ALL DOCUMENTS, UPLOADING REQUIRED ATTACHMENTS/QUALIFICATIONS, AND PROVIDING AN OFFER/PROPOSAL.

Details tab

- **TURN ON "Notifications"** by selecting "Notify me about this Bid" in the upper right corner of the screen. This must be turned on in order to receive notifications about Addendums, submitted questions and related answers, and pre-bid conference information about the bid. (NOTE: If the respondent opts not to turn ON notifications in the Details tab, they will **not** receive a confirmation email that their offer is received.)
- Read through the entire details page for critical information about the bid and submission requirements.

Documents tab

- Read the instructions to view/accept documents.
- Some documents require that after viewing, the bidder provide their Periscope S2G password in acknowledgement that the document has been viewed. The password acts as an electronic signature, and is as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information).
- Some documents require only that the respondent view the document. Closing the document will signal that it has been viewed.
- Some documents are attachments that must be included with a respondent's bid in order to be "responsive" to this bid.
- **All documents must be viewed/accepted prior to placing a bid. Attachments requiring uploads should be done at the line item level.**
- Respondent should **Save** their work at least every 30 minutes to avoid losing any data that has been entered.

Line items tab

- Select **Place offer** to be able to open a window where the respondent can provide pricing.
- A window will open displaying all line items. Provide all pertinent information for line items on which the respondent wishes to bid:
 - Enter the Unit Price
 - Include an Alternate Offer if applicable
 - Enter any applicable notes to individual line items
 - Upload any attachments related to line items
 - Enter any note that applies to the bid as a whole.
- **Save** work at least once every 30 minutes to avoid losing any data that has been entered.
- Review response (link below the last line item) when all items have been entered. Respondent's offer for all line items will display. (If respondent has entered any alternate offers, the Base Price Differential between initial offers and any alternate offers will display.)
- **IMPORTANT:** Check the offer summary. If a mistake has been made on an offer, click on the "Back" button and change the offer information.
- Addendums for the bid are displayed below the offer summary. The respondent will be asked to accept them if this has not yet been done. Addendums must be accepted for the bid to be accepted.
- To receive confirmation of receipt of the offer, select the box next to "Please send me a confirmation email." (NOTE: If the respondent has opted not to turn ON notifications in the Details tab, they will **not** receive a confirmation email.)
- **Confirm and submit response.** The respondent must provide their Periscope S2G password in order to **Confirm and submit their response.** The password acts as an electronic signature, and is as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information).
- The respondent has the ability to change their offer and resubmit any time before the due date and time for the bid. Select **Return** to offer at the bottom of the screen to return to the line items to make changes. The offer that is last submitted prior to the due date/time is the offer that will be considered by the County.
- To return to the Bid Information screen, select the **Go to Bid Information** link on the upper left side of the "Line items" screen.

Q&A tab

- Inquiries about the bid must be submitted via the e-procurement platform by the question deadline posted in the “Q&A” tab:
 - Select **Ask Question** to post a question
- All questions and answers already submitted about the bid are visible.
- Only written answers provided through the e-procurement platform are binding.
- Inquiries may be submitted by telephone to the procurement officer for the solicitation but must be followed up in writing for the answer to be binding. No oral communication is binding on Maricopa County.
- Questions about the e-procurement platform’s functionality must be directed to Periscope. Phone: 800-990-9339. Email: S2G-support@periscopeholdings.com.

Pre-bid conference tab (if applicable)

- Date, time, and type of pre-bid conference(s) are given
- Pre-bid conferences may be in-person or presented online or as a teleconference (dial-in). Details are presented in this tab.
- Pre-bid conferences may be mandatory or non-mandatory. Details are in this tab.
- When a pre-bid conference is held online or as a dial-in teleconference, the conference in session may be accessed by selecting **Join**.

Vendor ads tab

Vendor ads allow:

- Vendors to seek sub-contractors for participation on an awarded contract.
- Sub-contractors to seek a vendor with whom they can sub-contract on awarded a contract.

Planholder’s list tab

- A planholder’s list contains names of suppliers of materials and services which are possible sources from whom bids may be solicited. The planholder’s list is made up of business firms that want to bid on a particular item and have supplied data showing their ability to fulfill contracts for the item, service, or project.
- Prime contractors and subcontractors add themselves to the Planholder’s list by agreeing to allow Periscope S2G to release company information to any interested Prime or subcontractor looking to partner on this bid.

ADDITIONAL INFORMATION

When the respondent clicks “**Confirm and submit** response,” they acknowledge that the information and documents entered in the e-procurement platform are accurate and represent the supplier’s actual proposal, quote, or bid.

The e-procurement platform registers the date/ and time the offer has been received. Receipt of a respondent’s offer does not necessarily mean that an offer is finalized. **ACCEPTANCE OF A RESPONDENT’S OFFER BY THE E-PROCUREMENT PLATFORM IS NOT AN INDICATION THAT THE COUNTY HAS ACCEPTED A RESPONDENT’S OFFER. THE COUNTY WILL DEEM A RESPONSE NON-RESPONSIVE IF RESPONDENT HAS FAILED TO INCLUDE ALL REQUIRED INFORMATION, INCLUDING ATTACHMENTS, WITH THEIR SUBMISSION.**

Be aware that entering information and uploading documents into the e-procurement platform may take considerable time. Allow sufficient time to complete the online forms and upload documents. **It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline.** The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into the e-procurement platform before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

Responses submitted in the e-procurement platform are completely secure. No one (including County purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the e-procurement platform prior to the deadline. The e-procurement platform will post a notice that the modification/change (new offer) has been received. This notice from the e-procurement platform **MUST** be recorded prior to the closing date and time MST or the response will be considered late and will not be accepted.

**SPECIAL PROVISIONS
BID/CONTRACT DOCUMENTS**

FOR

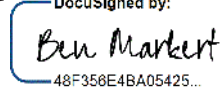
MC85 at 95th Avenue to 87th Avenue

Work Order No. TT0651

**MCDOT CONTRACT # 2023-001
64-22-260-X-00**

**Prepared for
Maricopa County Department of Transportation**

Recommended for Construction:

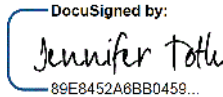
DocuSigned by:

48F358E4BA05425...

Ben Markert
Project Manager

7/13/2022

Date: _____

Issued for Construction:

DocuSigned by:

89E8452A8BB0459...

Jennifer Toth, P.E.
Transportation Director / County Engineer

7/13/2022

Date: _____

ALL WORK SHALL CONFORM WITH THE 2022 REVISION TO THE 2020 EDITION OF THE UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION PUBLISHED BY THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) AS MODIFIED BY THE MCDOT SUPPLEMENT TO THE MAG STANDARD SPECIFICATIONS DATED JANUARY 2022 AND THE PROJECT SPECIAL PROVISIONS.



Maricopa County

**REQUEST FOR BIDS
FOR
MC85 AT 95TH AVE TO 87TH AVE
SERIAL #230001-DBB
MCDOT CONTRACT # 2023-001**

**Bids Due: Tuesday, August 16, 2022, 2:00 p.m. Mountain Standard
Time (MST)
in Periscope S2G (periscopeholdings.com/s2g)**

MARICOPA COUNTY
Office of Procurement Services – Article 5
301 W. Jefferson Street, 7th Floor
Phoenix, Arizona 85003

Direct all inquiries to:

Corry Slama
Purchasing Manager, Article V
(602) 506-2248
Email: corry.slama@maricopa.gov

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DIVISION I – CONTRACT LANGUAGE

Notice is hereby given that Maricopa County (County) is conducting this invitation for SEALED BIDS for the work described herein. **Bids shall be received electronically through an outside e-procurement platform, Periscope S2G, until Tuesday, August 16, 2022, 2:00 p.m. MST** and then publicly opened and read at 301 W. Jefferson Street, 7th Floor, Phoenix, AZ 85003. No bids will be received after the time specified for bid opening. All bids must be submitted on the bid forms furnished by the Maricopa County Office of Procurement Services and included in the bid/contract documents. The Board of Supervisors reserves the right to reject any and all bids and to waive any informality in any bid received.

Vendors must be registered in the e-procurement platform, Periscope S2G, in order to participate in the bidding process for this solicitation.

Vendors can register for an S2G Limited account for free at prod.bidsync.com/maricopa-county. Registered users will be able to search for bids, access bid information and documents, receive notifications about bids, and submit bids via the e-procurement platform (periscopeholdings.com/s2g) for all open Maricopa County bids.

ONLY RESPONSES THAT ARE SUBMITTED THROUGH THE E-PROCUREMENT PLATFORM WILL BE CONSIDERED.

For assistance with the e-procurement platform, contact Periscope S2G Vendor Support during regular business hours: Phone: 1-800-990-9339; Email: S2G-support@periscopeholdings.com; or visit the [Periscope S2G support portal](#).

WITH THE PUBLICATION OF MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION'S SUPPLEMENT TO MAG UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS, SOME PROVISIONS WHICH WERE PREVIOUSLY ADDRESSED IN THE CONSTRUCTION SPECIAL PROVISIONS ARE NOW LISTED IN THE MCDOT SUPPLEMENTS.

THE SUPPLEMENTS ARE AVAILABLE AT <http://www.mcdot.maricopa.gov>.

1. ELIGIBILITY OF CONTRACTOR

All contractors engaged in construction for Maricopa County (County) shall be licensed by the Registrar of Contractors in the State of Arizona for the types of work (construction) included in the project. Each contractor must hold a current license of the appropriate category issued by the Arizona Registrar of Contractors at the time the contractor submits its bid and throughout the contracting period.

It is the policy of Maricopa County to endeavor to ensure in every way possible that small business enterprises (SBE) have every opportunity to participate in providing professional services, purchased goods, and contractual services without being discriminated against on the grounds of race, religion, sex, age, disability, or national origin.

The bidder shall be required to certify that the bidder and any subcontractors are appropriately licensed as contractors in the State of Arizona for performing the before-mentioned type of work. Verification shall be on the form provided herein.

The bidder may be required to furnish an affidavit as evidence of previous satisfactory performance in the above-mentioned type of work.

2. CONTRACT TIME

All construction work on this contract is to be completed within **365 CALENDAR DAYS** beginning with the date specified in the Notice to Proceed. Exclusive of and following the contract time allowed for
MC85 AT 95TH AVE TO 87TH AVE
Request for Bids - Design Bid Build

Serial # 230001-DBB

Pg. # 7

construction work are **120 CALENDAR DAYS** for internal administrative purposes thereby resulting in a total contract performance period of **485 CALENDAR DAYS**.

3. PRE-BID CONFERENCE

No pre-bid conference will be held.

Questions or clarifications regarding the bid documents shall be addressed through Periscope S2G under the Questions and Answers link. Minor administrative questions may be sent to Article 5 Procurement Officer, Corry Slama at corry.slama@maricopa.gov. All questions or clarifications must be received by the County at least seven days prior to bid opening date. When appropriate, any answers or clarifications affecting the cost may be addressed to all bidders in an addendum. Verbal interpretations or clarifications will not be given to individual contractors.

4. PROJECT PLANS, SPECIAL PROVISIONS, AND CONTRACT DOCUMENTS

Maricopa County cannot guarantee mail delivery.

As a guarantee that the contractor will enter into a contract, each bid shall be accompanied by a surety bond, certified check, cashier's check, or money order. The bid security amount shall be 10 percent of the contractors bid made payable to the TREASURER OF MARICOPA COUNTY as a guarantee that if the work is awarded to the bidder, the bidder will, within 10 days from the date of Notice of Award, enter into proper contract and bond condition for the faithful performance of the work, otherwise, said amount may be forfeited to the Board of Supervisors as liquidated damages.

Upload or scan a copy of your bid security in Periscope S2G (seal must be visible). If you are submitting certified check, cashier's check, or money order in lieu of the surety bond, upload a copy of the check in Periscope S2G with your electronic bid, and deliver the original check no later than 4:00 p.m. MST on the bid due date to: Office of Procurement Services, 301 W. Jefferson Street, 7th Floor, Phoenix, Arizona 85003. The envelope containing the certified check, cashier's check, or money order shall be addressed to the owner and be identified with the project name and the bidder's name and address, and shall be marked with the words REQUEST FOR BIDS FOR MC85 AT 95TH AVE TO 87TH AVE, Serial #230001-DBB.

All bonds must be pursuant to Arizona Revised Statutes (A.R.S.) Title 34, Chapter 2, Article 2, and executed solely by a surety company or companies holding a Certificate of Authority to transact surety business in Arizona, issued by the director of the State of Arizona Department of Insurance.

Bonds executed by an individual surety or sureties are not in compliance with A.R.S.

Bids received containing bid bonds not in compliance with the A.R.S. will be considered non-responsive. The use of County-supplied bond forms is encouraged but is not mandatory.

All bids are to be marked in accordance with Section 102.9 of the Uniform Standard Specifications.

5. BID PREPARATION

It shall be the responsibility of the prospective bidder to determine, prior to the submittal of its bid, if any addenda to the project have been issued by Maricopa County. All addenda issued shall be acknowledged and submitted by bidder with its bid.

Prospective bidders may call the Maricopa County Office of Procurement Services in order to determine if any addenda have been issued for this project.

Bids must be submitted electronically through Periscope S2G. The bid, the bid security, and other documents required to be submitted with the bid shall also be uploaded via Periscope S2G.

Each bidder assumes full responsibility for the timely delivery of its bid. Any written, mailed, dropped-off, oral, fax, telephonic, or telegraphic bids are invalid and will not receive consideration.

ONLY RESPONSES THAT ARE SUBMITTED THROUGH PERISCOPE S2G WILL BE CONSIDERED FOR AWARD.

The following is a list of all of the documents that are to be submitted with the bid. Submit **one PDF** containing one copy of each of the following completed documents, with the exception of Attachment A-1 – Bid Schedule; bidding firms shall enter and submit all pricing separately in the Bid Schedule in Periscope S2G. No scanned, hardcopy, or electronic pricing (outside of Periscope S2G) documents will be accepted.

1. Bid Form (Attachment A)
2. Bid Schedule (Attachment A-1) – *Enter and submit pricing in Periscope S2G*
3. Sub-Contractor Listing (Attachment B)
4. Legal Worker Certification (Attachment C)
5. Bid Bond (Attachment D) - *Scanned PDF file (with seal visible)*
6. Non-Collusion Affidavit (Attachment E) - *Scanned PDF file (with seal visible)*
7. Verification of License (Attachment F)

Appropriate sections of the forms must be filled out and signed.

Bids that do not comply with the above requirements may be rejected by the County.

Execution of the contract, submittal of the payment bond, performance bond, and Certificate of Insurance are not required at the time of bid submittal. These documents must be submitted to the County by the successful bidder at time of contract execution.

Contractor may be required to provide proof of satisfactory completion of similar public works projects.

6. NEGOTIATION CLAUSE

Recovery of expenses incurred by contractor for a delay for which the County is responsible, and which is unreasonable under the circumstances and which was not contemplated by the parties, shall be negotiated between contractor and the County. This provision shall not be construed to void any provisions of the contract which require notice of delays, provide for other procedures for settlement, or provide for the assessment of liquidated damages.

7. CONSIDERATION OF BIDS

Opening of Bids

Bids received on time will be opened publicly and read aloud at the date, time, and place of receipt of the bids.

Rejection of Bids

The owner reserves the right to reject any and all bids. Any bid that is incomplete, conditional, obscure, or that contains irregularities of any kind may be cause for rejection of the bid.

Acceptance of Bid (Award)

It is the intent of the owner to award a contract to the lowest price, responsive, responsible bidder provided that the bid has been submitted in accordance with the requirements of the bid documents and does not exceed the funds available. The owner shall have the right to waive informalities or irregularities in a bid received and to accept the bid, which, in the owner's judgment, is in the owner's own best interest. The owner reserves the right to reject any or all bids.

The owner may conduct such investigations as the owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of bidders to perform and furnish the work in accordance with the contract documents to the owner's satisfaction within the prescribed time.

The owner reserves the right to accept alternates, if any, in any order or combination and to determine the low bidder on the basis of the sum of the base bid and alternates accepted.

8. NON-DISCRIMINATION

Contractor, in connection with any activity under this contract, shall not discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation, or belief. Contractor shall include a clause to this effect in all subcontracts. Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

9. INDEMNIFICATION

To the fullest extent permitted by law, contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes in the performance of this contract including any person for whose acts, errors, omissions, or mistakes contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

10. INSURANCE REQUIREMENTS

The contractor, at the contractor's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing a current AM Best, Inc. rating of **B++**. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.

In the event that the insurance required 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 either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require the contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise the contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve the contractor from, or be deemed a waiver of Maricopa County's right to insist on strict fulfillment of the contractor's obligations under this contract.

The insurance policies required by this contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials, employees, Arizona Department of Transportation, and State of Arizona as additional insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, Maricopa County, City, its agents, representatives, officers, directors, officials, and employees for any claims arising out of the contractor's work or service.

If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

11. COVERAGES

Commercial General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Personal & Advertising Injury
	\$4,000,000	General Aggregate
	\$4,000,000	Products/Completed Operations
Automotive Liability	\$2,000,000	Each Occurrence
Workers' Compensation	\$1,000,000	Each Accident
	\$1,000,000	Disease for Each Employee

12. COMMERCIAL GENERAL LIABILITY

Commercial General Liability (CGL) insurance and, when necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Personal/Advertising Injury, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, and blanket contractual coverage, and shall not contain any provision that would serve to limit third-party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

13. AUTOMOBILE LIABILITY

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the contractor's work or services under this contract.

14. WORKERS' COMPENSATION

Workers' Compensation insurance to cover obligations imposed by Federal and state statutes having jurisdiction of the contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

15. CERTIFICATES OF INSURANCE

Prior to commencing work or services under this contract, the contractor shall furnish County with Certificates of Insurance in a form acceptable to County, or formal endorsements as required by the contract in the form provided by the County, issued by the 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 contract title.

In the event any insurance policy(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to County 15 days prior to the expiration date.

16. CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without 30-days prior written notice to County.

17. NO COUNTY OBLIGATION

This solicitation does not obligate Maricopa County to pay any costs incurred in the preparation and submission of bids or in negotiating a contract with any firm, nor does this solicitation obligate Maricopa County to enter into a contract with any selected party.

18. INTERPRETATION OF CONTRACT DOCUMENTS BEFORE SUBMISSION

QUESTIONS: If you have formal questions about technical information regarding this solicitation you must submit your question using the link in the “Q&A” tab in Periscope S2G. If you have informal questions about the procurement process, contact:

Corry Slama, Article 5 Purchasing Manager
Tel: (602) 506-2248
Fax: (602) 258-6766
Email: corry.slama@maricopa.gov (preferred method)

Note: The County may answer informal questions orally. The County makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this solicitation. Any contractor shall not rely on any verbal responses from the County. If you have formal questions about any part of this solicitation which could result in a material issue or a formal amendment to this solicitation, see INTERPRETATIONS AND ADDENDA below.

19. INTERPRETATIONS AND ADDENDA

Should a bidding firm find any ambiguity, inconsistency, or error in the solicitation or contractual documents or should the bidding firm be in doubt as to any meaning, the firm shall at once notify the County procurement officer, in writing, who will send a written addendum, via Periscope S2G, to all bidding firms who are on record with the County as having been sent a copy of the solicitation. Neither the County nor its representatives will be responsible for oral instructions or information. Interpretations, additions, or corrections to the solicitation shall be made only by written addendum, which will be delivered electronically via Periscope S2G. The County is not responsible for any other explanations or interpretations.

The Proposers shall acknowledge receipt of addenda electronically using Periscope S2G.

Maricopa County is not responsible for assuring delivery of addenda to any potential bidder. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest, or reissue of the solicitation.

All formal inquiries or requests for significant or material clarification or interpretation or notification to the owner of errors or omissions relating to this solicitation must be submitted via Periscope S2G using the link in the “Q&A” tab. Informal or minor administrative questions may be sent to:

Corry Slama, Article 5 Procurement Officer
Maricopa County, Office of Procurement Services
Tel: (602) 506-2248
Fax: (602) 258-6766
Email: corry.slama@maricopa.gov

All formal inquiries must be received by Maricopa County at least seven calendar days before the time and date set for submission of bids and closing of this solicitation. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

20. PERISCOPE S2G REGISTRATION

Any vendor intending to respond as a proposer and who is receiving this solicitation from a source other than the Maricopa County Office of Procurement Services website is required to register as a vendor with Maricopa County on the Periscope S2G registration page (<https://prod.bidsync.com/maricopa-county>), and register receipt of the solicitation documents by visiting the website at periscopeholdings.com/s2g and requesting the documents.

21. SMALL BUSINESS ENTERPRISES (SBE)

It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process and to be considered to fulfill the requirements for various commodities and services. A copy of the SBE reporting document is contained in this solicitation as Attachment G.

22. LEGAL WORKER REQUIREMENTS FOR SERVICE AND CONSTRUCTION CONTRACTS

As required by A.R.S. § 41-4401, the County is prohibited after September 30, 2008, from awarding a contract to any service or construction contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214-A. The contractor warrants that it complies fully with all Federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification program, E-Verify, as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the contractor.

The contractor acknowledges that a breach of this warranty by contractor or by any subcontractor or sub-subcontractor under this contract shall be deemed a material breach of this contract, and is grounds for penalties, including termination of this contract, by Maricopa County. Maricopa County retains the right to inspect the records of any contractor, subcontractor, and sub-subcontractor employee who performs work under this contract, and to conduct random verification of the employment records of the contractor and any subcontractor and sub-subcontractor who works on this contract to ensure that the contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with compliance with this requirement. A copy of the certification document is contained in this solicitation.

23. PROTESTS

Maricopa County believes that it can best maintain its reputation for treating contractors and/or suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. Any protest shall be filed pursuant to the Maricopa County Procurement Code, Section MC1-905. Protests shall be directed to the procurement officer.

24. INFLUENCE

As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.

An attempt to influence includes, but is not limited to:

A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy, that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION,

ITS PARTICIPANTS, OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.

25. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contractor) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) have not within three-year period preceding this solicitation or contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; or violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in subsection (2) of this certification; and
- 4) have not, within a three-year period preceding this contract or solicitation, had one or more public transactions (Federal, State or local) terminated for cause of default.

Should the contractor/bidder not be able to provide this certification, a comprehensive explanation as to why should be attached to its bid.

The contractor/bidder agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this contract.

26. REQUIREMENTS FOR POSTING NOTICES AND POSTERS

Contractor is responsible for posting all notices and posters in accordance with Federal and State requirements. A list of the State required notices and posters can be found on the Industrial Commission of Arizona website.

27. WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

(END OF SECTION)

DIVISION II – ATTACHMENTS

Attachment A - BID FORM
Attachment A-1 - BID SCHEDULE
Attachment B - SUBCONTRACTOR LISTING
Attachment C - LEGAL WORKER CERTIFICATION
Attachment D - SURETY BOND
Attachment E - NON-COLLUSION AFFIDAVIT
Attachment F - VERIFICATION OF LICENSE
Attachment G - MARICOPA COUNTY SBE PARTICIPATION
Attachment H - CONTRACT AGREEMENT
Attachment I - STATUTORY PAYMENT BOND
Attachment J - STATUTORY PERFORMANCE BOND
Attachment K – SAMPLE CERTIFICATE OF LIABILITY INSURANCE
Attachment L - CERTIFICATE OF PERFORMANCE

Attachment A - BID FORM

TO THE BOARD OF SUPERVISORS
MARICOPA COUNTY
PHOENIX, ARIZONA

Gentlemen:

The following bid is made for constructing Serial # **230001-DBB, MC85 AT 95TH AVE TO 87TH AVE**, in the County of Maricopa, State of Arizona.

The following bid is made on behalf of _____,

and no others, in the amount of \$_____.

Evidence of authority to submit the bid is herewith furnished. The bid 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 the Board of Supervisors is personally or financially interested, directly or indirectly, in the bid, 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, Construction Special Provisions, forms of contract, bonds, and sureties authorized by the Board of Supervisors and constituting essential parts of this bid 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 are understood and that at no time will misunderstanding of the plans, Construction Special Provisions, bid/contract documents or conditions to be overcome, be pled. On the basis of the plans, Construction Special Provisions, bid/contract documents, the forms of contract, bonds, and sureties proposed for use, the undersigned shall furnish all the necessary machinery, equipment, tools, apparatus, and other means of construction, to do all the work, and to furnish all the materials in the manner specified, and to finish the entire project within the time promised, and to accept, as full compensation therefore, the sum of various products obtained by multiplying each unit price, herein bid for the work or materials, by the quantity thereof actually incorporated in the complete project, as determined by the engineer.

The undersigned understands that the quantities mentioned herein are approximate only and are subject to increase or decrease and hereby promises to perform all quantities of work, as either increased or decreased, in accordance with the provisions of the Construction Special Provisions, at the unit bid price in the Bidding Schedule.

The undersigned shall perform all extra work that may be required on the basis provided in the Construction Special Provisions and to give such work personal attention and to secure economic performance.

The undersigned shall further execute the Contract Agreement and furnish satisfactory bonds and sureties within 10 days of receipt of Notice of Bid acceptance, **TIME BEING OF THE ESSENCE**.

All CONSTRUCTION WORK on this contract is to be completed within **365 CALENDAR DAYS** beginning with the date specified in the Notice to Proceed. Exclusive of and following the contract time allowed for construction work are **120 CALENDAR DAYS** for internal administrative purposes thereby resulting in a total contract performance period of **485 CALENDAR DAYS**.

The undersigned shall maintain at all times a payment and performance bond, approved by the Board of Supervisors, each in an amount equal to 100 percent of the contract amount. This bond 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, said bonds and sureties to be in full force and effect until the work is finally accepted and the provisions of the plans, construction specifications, and Construction Special Provisions fulfilled.

A bid bond in the amount and character named in the Invitation to Bid is enclosed amounting to not less than **10 percent** of the total bid. The bid bond is submitted as a guaranty of the good faith of the bidder and 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 bid requirements and conditions, the undersigned should withdraw its bid, if the bid is accepted and there should be failure on the part of the undersigned to execute the contract and furnish satisfactory bonds and sureties as herein provided, the County of Maricopa in either of such events, shall be entitled and is hereby given the right to retain the said bid bond as liquidated damages.

The undersigned has enclosed the required bid security to this bid.

IF BY AN INDIVIDUAL:

By:

(Printed Name)	(Title)	(Telephone Number)
(Signature)	(Date)	(Fax Number)
(Address)	(Email address)	

IF BY A FIRM, PARTNERSHIP OR L.L.C. (LIMITED LIABILITY CORPORATION):

(Firm Name)	(Telephone Number)	
(Signature - Title)	(Date)	(Fax Number)
(Firm Address)	(Email address)	

****Name and address of each member, or each manager of L.L.C., per Operating Agreement**

** The name and post office address of each member of the firm or partnership must be shown, or of each manager of an L.L.C., also address of the registered office of the L.L.C.

IF BY A CORPORATION:

(Corporate Name)
(Corporation Address)

(Printed Name)	(Title)	(Telephone Number)	(Fax Number)
----------------	---------	--------------------	--------------

By: _____
(Signature) (Date) (Email address)

*Incorporated under the Laws of the State of _____ and names and addresses of officers:

(President)	(Address)
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
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10	10
11	11
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100	100

(Secretary)	(Address)

(Treasurer)	(Address)
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*The name of the State under which the Laws of the Corporation was chartered, and the name, title, and business address of the president, secretary, and treasurer must be shown.

Attachment A-1 - BID SCHEDULE

To All Interested Bidders: The bid response format for this solicitation has changed from past County construction contracts. In addition to submitting/uploading the required documents, all pricing **must be entered into Periscope S2G**, or your bid will be considered non-responsive. Allow yourself sufficient time to complete this process prior to the bid closing date/time.

Attachment B - SUBCONTRACTOR LISTING

The following is a listing of material suppliers and/or subcontractors which will be used by contractor in the event the undersigned enters into a contract with the County. No changes of the subcontractors and material suppliers named herein shall be made without the prior written approval of the County.

(Signature)

Attachment C - LEGAL WORKER CERTIFICATION

(Date)

Maricopa County
Office of Procurement Services – Article 5
301 W. Jefferson Street, 7th Floor
Phoenix, Arizona 85003

As required by Arizona Revised Statutes § 41-4401, Maricopa County (the “County”) is prohibited, after September 30, 2008, from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The undersigned entity warrants that it complies fully with all Federal immigration laws and regulations that relate to its employees, that it shall verify, through E-Verify as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration, or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor or sub-subcontractor under any contract resulting from this solicitation shall be deemed a material breach of the contract, and is grounds for penalties, including termination of the contract, by the County. The County retains the right to inspect the records of the below entity, subcontractor, and sub-subcontractor employee who performs work under the contract, and to conduct random verification of the employment records of the below entity and any subcontractor and sub-subcontractor who works on the contract, to ensure that the below entity and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

(Firm)

(Address Line 1)

(Print Name)

(Address Line 2)

(Print Title)

(Phone)

(Signature Required)

(Fax)

(Email Address)

(Federal Taxpayer ID Number)

Attachment D - SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, (hereinafter called the Principal), and the _____, a corporation duly organized under the laws of the State of _____, as Surety, (hereinafter called the Surety), are held and firmly bound unto Maricopa County (hereinafter called the Obligee), in the sum of **ten percent (10%)** of the total amount of the bid of Principal, submitted by him to the Obligee, 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 themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with the Arizona Revised Statutes.

WHEREAS, the said Principal is herewith submitting its bid for **Serial #230001-DBB, MC85 AT 95TH AVE TO 87TH AVE**.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the bid 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 the contract and give such 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 bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the bid 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.

Signed and sealed this _____ day of _____, 20_____.

Agent of Record, State of Arizona

Principal Seal

Agent Address

By: _____
Surety Seal

Bond Number _____

By: _____

Power of Attorney

Seal

Attachment E – NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

_____, being first duly sworn, deposes and says:

That he is _____ of _____
(Title) (Name of Business)

bidding on **Serial #230001-DBB** for the construction of **MC85 AT 95TH AVE TO 87TH AVE** in the County of Maricopa, State of Arizona.

That, in connection with the above-mentioned project, neither he, nor anyone associated with the aforesaid business, has, directly or indirectly, participated in any collusion, entered into any contract, combination, conspiracy or other act in restraint of trade or commerce in violation of the provisions of A.R.S. § 34-251, Article 4, as amended.

(Signature of Affiant)

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

Notary Public

My Commission Expires:_____

Attachment F - VERIFICATION OF LICENSE

Pursuant to A.R.S. § 32-1169, I hereby state that I hold a current contractor's license, duly issued by the office of the Registrar of Contractors for the State of Arizona, said license has not been revoked, that the license number, classification, and expiration date is: _____; that my privilege license number (as required by A.R.S. § 42-1305) is: _____; and that, if any exemption to the above licensing requirements is claimed:

(1) The basis for the claimed exemption is: _____ and;

(2) The names(s) and license number(s) of any general, mechanical, electrical, or plumbing contractor(s) to be employed on the work are:

IT IS UNDERSTOOD THAT THE FILING OF AN APPLICATION CONTAINING FALSE OR INCORRECT INFORMATION CONCERNING AN APPLICANT'S CONTRACTOR'S LICENSE OR PRIVILEGE LICENSE WITH THE INTENT TO VOID SUCH LICENSING REQUIREMENTS IS UNSWORN FALSIFICATION PUNISHABLE ACCORDING TO A.R.S. § 13-2704.

DATE

SIGNATURE OF LICENSEE

COMPANY



Attachment G - MARICOPA COUNTY SBE PARTICIPATION REPORTING FORM

This form is to be submitted with each pay application or invoice. Any pay application or invoice without this form attached is subject to rejection as not being a completed pay application or invoice pursuant to the terms of the contract.

Name of Prime Consultant/Contractor

Contract No.

Contact Person

Project No.

Street Address

\$ _____
Amount of this Pay Application/Invoice

City, State ZIP

Complete below with information on the SBE firms utilized as subconsultants/subcontractors for this pay application/invoice. If work was self-performed and your firm, as the prime, is an SBE firm pursuant to A.R.S. § 41-1001, et seq., then you may list your firm as the SBE firm.

SBE Firm Name	SBE Firm Address	Type of Work Performed	\$ Pd to SBE this App/Inv
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

☐ A mark in this box certifies that no SBE firms were utilized as the prime, subconsultant, or subcontractor with respect to this pay application/invoice.

Signature

Date

Printed Name & Telephone Number

Attachment H - CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20 _____, by and between MARICOPA COUNTY, hereinafter called the **COUNTY**, acting by and through its BOARD OF SUPERVISORS, and

_____ hereinafter called
CONTRACTOR.

WITNESSETH: That the said **CONTRACTOR**, for and in the consideration of the sum of:

\$ _____

to be paid to him by the **COUNTY**, in the manner and at the times hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees for himself, heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF WORK: **CONTRACTOR** shall construct, and complete in a workmanlike and substantial manner and to the satisfaction of the **MCDOT Director**, a project for the **Maricopa County MCDOT**, designated as **Serial #230001-DBB, MC85 AT 95TH AVE TO 87TH AVE**, and furnish at its own cost and expense all necessary machinery, equipment, tools, apparatus, materials, and labor to complete the work in the most substantial and workmanlike manner according to the Plans and Specifications on file with the **Maricopa County MCDOT**, and such modifications of the same and other directions that may be made by the **Maricopa County MCDOT** as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Bid/Contract Documents (Invitation to Bid, Plans, Construction Special Provisions, Addenda, if any, Maricopa Association of Governments (MAG) Standard Specifications and Uniform Standard Details, latest revisions thereto, Maricopa County Supplement to M.A.G. Uniform Standard Specifications for Public Works Construction, Bid, Affidavits, Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any,) are by this reference made a part of this Contract and shall have the same effect as though all of the same were fully inserted herein.

ARTICLE III - TIME OF COMPLETION: **CONTRACTOR** further covenants and agrees, at its own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Bid pamphlet.

ARTICLE IV - PAYMENTS: For and in consideration of the satisfactory performance of the work herein embraced as set forth in the Bid/Contract Documents, which are a part hereof, and in accordance with the directions of the **COUNTY**, through its Engineer and to its satisfaction, the **COUNTY** agrees to pay the said **CONTRACTOR** the amount earned, computed from actual quantities of work performed and accepted, or materials furnished at the unit bid price on the Bid made a part hereof, and to make such payment in accordance with the requirements of A.R.S. § 34-221, as amended. **CONTRACTOR** agrees to discharge its obligations and make payments to its subcontractors and suppliers in accordance with A.R.S. § 32-1129.

ARTICLE V - TERMINATION: The **COUNTY** hereby gives notice that pursuant to A.R.S. § 38-511 (A), this contract may be canceled without penalty or further obligation within three years after execution if any person significantly involved in initiation, negotiation, securing, drafting or creating the contract on behalf of the **COUNTY** is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a Contractor to any other party of the contract with respect to the subject matter of the contract. Cancellation under this section shall be effective when written notice from the **COUNTY** is received by all of the parties to the contract. In addition, the **COUNTY** may recoup any fee or commission paid or due to any person significantly involved in initiation, negotiation, securing, drafting or creating the contract on behalf of the **COUNTY** from any other party to the contract arising as a result of the contract.

ARTICLE VI - TERMINATION FOR CONVENIENCE: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

ARTICLE VII - TERMINATION FOR DEFAULT: If the Contractor fails to meet deadlines or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

ARTICLE VII - TERMINATION BY THE COUNTY: If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor 15 calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed 15 calendar days to cure such deficiencies.

ARTICLE VIII – SUSPENSION OF WORK: The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Procurement Officer in the administration of this Contract, or (2) by the Procurement Officer's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of the Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this provision for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

A claim under this provision shall not be allowed:

For any costs incurred more than 20 days before the Contractor shall have notified the Procurement Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

ARTICLE IX - NEGOTIATION CLAUSE: Recovery of damages related to expenses incurred by **CONTRACTOR** for a delay for which the **COUNTY** is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties to the contract, shall be negotiated between **CONTRACTOR** and the **COUNTY**. This provision shall be construed so as to give full effect to any provision in the contract which requires notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.

ARTICLE X - COMPLIANCE WITH LAWS: **CONTRACTOR** is required to comply with all Federal, State, and local ordinances and regulations. **CONTRACTOR'S** signature on this contract certifies compliance with the provisions of the I-9 requirements of the Immigration Reform Control Act of 1986 for all personnel that **CONTRACTOR** and any subcontractors employ to complete this project. It is understood that the **COUNTY** shall conduct itself in accordance with the provisions of the Maricopa County Procurement Code.

The **CONTRACTOR** warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges:

- (1) That the **CONTRACTOR** and its sub-contractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A; After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.
- (2) That a breach of a warranty under subsection 1 above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contracts;
- (3) That the contracting government entity retains the legal right to inspect the papers of any **CONTRACTOR** or sub-contractor employee who works on the contract to ensure that the **CONTRACTOR** or sub-contractor is complying with the warranty provided under subsection 1 above and that the **CONTRACTOR** agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.
- (4) That nothing herein shall make any **CONTRACTOR** or sub-contractor an agent or employee of the contracting government entity.

ARTICLE XI - SBE PROGRAM: It is Maricopa County's policy to endeavor to ensure in every way possible that small business participation firms shall have the opportunity to provide professional services, materials, and contractual services to the County in a nondiscriminatory manner.

ARTICLE XII – SBE PARTICIPATION PAY FORM: This form is to be submitted with each pay application or invoice. Any pay application or invoice without this form attached is subject to rejection as not being a completed pay application or invoice pursuant to the terms of the contract.

ARTICLE XIII - ANTI-DISCRIMINATION PROVISION: CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, or national origin, and further agrees not to engage in any unlawful employment practices. **CONTRACTOR** further agrees to insert the foregoing provision in all subcontracts hereunder.

NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.

ARTICLE XIV – INFLUENCE: As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any unethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- (1) A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy;
- (2) That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

AUTHORIZED SIGNATURE FORM

(NAME OF STATE)

(CORPORATE NAME)

that (name of parties authorized)

1. The Proposal
2. The Contract
3. The Bond
4. Payrolls
5. Claims

or until express notice of revocation has been duly given in writing, whichever is the lesser period.

(SIGNATURE OF PERSONS AUTHORIZED TO SIGN)	(TITLE)	(DOCUMENT NO.)

(SIGNATURE OF PERSONS AUTHORIZED TO SIGN)

(TITLE)

(DOCUMENT NO.)

STATE OF)
) ss.
COUNTY OF)

(DATE)

(OFFICER OF THE CORPORATION)

STATE OF)
) ss.
COUNTY OF)

(NOTARY PUBLIC)

Serial # 230001-DBB
Pg. # 31

IN WITNESS WHEREOF: Five identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

Party of the First Part

By: _____
Printed Name

Signature

Title: _____

Date: _____

Tax Identification Number

Vendor Terms

**Maricopa County Office of Procurement Services
Party of the Second Part**

RECOMMENDED BY:

Jennifer Toth, P.E.
Transportation Director / County Engineer

LEGAL REVIEW:

Approved as to form and within the powers and authority granted under the laws of the State of Arizona to Maricopa County

Deputy County Attorney

Date

**BOARD OF SUPERVISOR'S APPROVAL:
APPROVED:**

NIGP Codes: 913-27
NIGP Commodity Code(s) (Advantage)

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of the Board

Attachment I - STATUTORY PAYMENT BOND

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

(Penalty of this bond must be 100 percent 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 City of _____
(hereinafter called the Surety), as Surety, are held and firmly bound unto Maricopa County
(hereinafter called the Oblige), in the amount of _____
DOLLARS (\$ _____), for the payment whereof, the said Principal and Surety
bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the
Obligee, dated the _____ day of 2022, for **MC85 AT 95TH AVE TO 87TH AVE,**
Serial #230001-DBB, 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 promptly pays all monies due to all persons supplying labor or materials to the Principal or
the Principal's subcontractors in the prosecution of the work provided for in the contract, this
obligation is void. Otherwise, it remains in full force and effect.

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

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

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

PRINCIPAL SEAL

AGENT OF RECORD, STATE OF AZ BY: _____

AGENT ADDRESS SURETY SEAL

BOND NUMBER: _____ BY: _____

Attachment J - STATUTORY PERFORMANCE BOND

PURSUANT TO TITLE 34 CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES (Penalty of this bond must be 100 percent 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 City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto Maricopa County, (hereinafter called the Oblige) in the amount of DOLLARS (\$), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with Oblige, dated the day of , 20 , for **MC85 AT 95TH AVE TO 87TH AVE, Serial #230001-DBB**, 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, to the extent as if it was copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the court.

Witness our hands this day of , 20 .

AGENT OF RECORD, STATE OF AZ

AGENT ADDRESS

BOND NUMBER: _____

PRINCIPAL SEAL

BY: _____

SURETY SEAL

BY: _____



Attachment K – SAMPLE CERTIFICATE OF LIABILITY INSURANCE

Maricopa County
SERIAL #230001-DBB, MC85 AT 95TH AVE TO 87TH AVE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

NAME AND ADDRESS OF INSURANCE AGENCY:

*INSURERS AFFORDING COVERAGES: NAIC#

Company Letter A

Company Letter B

Company Letter C

NAME AND ADDRESS OF INSURED:

Company Letter D

Company Letter E

Company Letter F

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R LTR	TYPE OF INSURANCE	ADD L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
	GENERAL LIABILITY: <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BODILY INJURY <input checked="" type="checkbox"/> BLANKET CONTRACTUAL <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION	X	X				EACH OCCURRENCE \$2,000,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS/ COMP/OP AGG \$4,000,000
	AUTOMOBILE LIABILITY: <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> ALL NON-OWNED AUTOS	X	X				COMBINED SINGLE LIMIT \$2,000,000 (EA Accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <input type="checkbox"/> Deductible <input type="checkbox"/> Retention						EACH OCCURRENCE AGGREGATE
	<input checked="" type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY Any Proprietor/Partner/Executive Office/Member Excluded <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes describe under Special Provisions	N/A					<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EA ACCIDENT \$1,000,000 E.L. DISEASE: EACH EMPLOYEE \$1,000,000 E.L. DISEASE: POLICY LIMIT \$1,000,000

SPECIAL PROVISIONS: The policies required hereunder, except Workers' Compensation, contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractors work or service. Except Workers' Compensation, the County, its agents, representatives, officers, directors, officials, and employees are named as Additional Insureds. To the extent provided in this Contract, insured shall defend, indemnify, and hold harmless the County from liability arising out of any services provided or duty performed by insured as required by statute, law, purchase order or otherwise required, with the exception of liability for loss or damage resulting from the sole negligence of the County, its agents, employees, or indemnities. It is agreed that any insurance available to the named insured shall be primary of all other sources that may be available and insurance maintained by County shall not contribute to it. Renewal certificate must be sent to County fifteen (15) days prior to the expiration date. **THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.**

CERTIFICATE HOLDER

Maricopa County
c/o of Risk Management
301 W Jefferson St, Suite 910
Phoenix, AZ 85003

CANCELLATION

It is further agreed that no policy shall expire, be canceled, or materially changed to affect the coverage available to the County without thirty (30) days written notice to the County.

AUTHORIZED REPRESENTATIVE SIGNATURE

DATE ISSUED

Attachment L - CERTIFICATE OF PERFORMANCE

OF CONSTRUCTION CONTRACT AND PAYMENT OF ALL CLAIMS

_____ hereby certifies to the Maricopa County
(Name of Signer)

(COUNTY) that all lawful claims for labor, rental of equipment, material used, and any other claims by _____ (Firm) or its subcontractors and suppliers in connection with performance of **Serial #230001-DBB, MC85 AT 95TH AVE TO 87TH AVE** have been duly discharged as required by Arizona Revised Statutes, Section 34-221 and Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction (MAG), Section 109.7.

_____ (Firm) understands that with receipt of payment for previously invoiced amounts plus any retained funds and/or release of escrow funds, that this is a settlement of all claims of every nature and kind against the COUNTY arising out of the performance of the COUNTY's **Serial #230001-DBB, MC85 AT 95TH AVE TO 87TH AVE** relating to the material, equipment, and work covered in and required by this contract.

The undersigned hereby certifies that to his/her knowledge no contractual disputes exist in regard to this contract, and that he/she has no knowledge of any pending or potential claim in regard to this contract.

Upon submission of this Certificate of Performance and an invoice for any applicable retained funds, the COUNTY will process final payment and release applicable escrow funds in accordance with the Contract and MAG requirements.

State of Arizona)
) ss.
County of Maricopa)

Signed this day of _____, 20____.

Signature

Title

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:_____

Attachment M – MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION TITLE VI ASSURANCES

Maricopa County Department of Transportation Title VI Assurances

The Maricopa County Department of Transportation (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through *Federal Highway Administration and Arizona Department of Transportation*, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda and/or guidance, the Recipient hereby gives assurances that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federal Aid Highway Program.

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Aid Highway Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Maricopa County Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

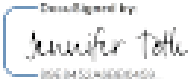
- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, Maricopa County Department of Transportation also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing *Federal Highway Administration or Arizona Department of Transportation* access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the *Federal Highway Administration or Arizona Department of Transportation*. You must keep records, reports, and submit the material for review upon request to *Federal Highway Administration, Arizona Department of Transportation*, or its designee in timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Maricopa County Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the *Federal Highway Administration and Arizona Department of Transportation*. This ASSURANCE is binding on Arizona, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the *Federal Aid Highway Program*. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Maricopa County Department of Transportation

(Name of Recipient)

by  DocuSigned by:
Jennifer Toth
00614504866403 DATED 7/9/2021
(Signature of Authorized Official)

Attachments

Appendices A, B, C, D, E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration or the Arizona Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration or Arizona Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the Federal Highway Administration, or Arizona Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration or Arizona Department of Transportation, may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient, the Federal Highway Administration, or Arizona Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B: CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that Maricopa County Department of Transportation will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code the Regulations for the Administration of Federal Aid for Highways, and the policies and procedures prescribed by the Arizona Department of Transportation, Federal Highway Administration and the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252;42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Maricopa County Department of Transportation all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Maricopa County Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Maricopa County Department of Transportation, its successors and assigns.

The Maricopa County Department of Transportation, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Maricopa County Department of Transportation will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, [and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

**Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.*

APPENDIX C: CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Maricopa County Department of Transportation pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Maricopa County Department of Transportation will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Maricopa County Department of Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Maricopa County Department of Transportation and its assigns*.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

APPENDIX D: CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Maricopa County Department of Transportation pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, Maricopa County Department of Transportation will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Maricopa County Department of Transportation will there upon revert to and vest in and become the absolute property of Maricopa County Department of Transportation and its assigns.*

**Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.*

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et seq).

DIVISION III – EXHIBITS/SCOPE OF WORK

Exhibit 1 Sealed Plans
Exhibit 2 Special Provisions
Exhibit 3 Cross Sections
Exhibit 4 Environmental Clearance
Exhibit 5 Utility Clearance