



**YUMA COUNTY JAIL DISTRICT  
REQUEST FOR PROPOSALS**

**PROJECT SPECIFICATIONS AND  
CONTRACT DOCUMENTS**

Adult Detention Center  
Air Conditioner  
Units  
Replacement  
(PM)  
Project

Solicitation No: 23-200-31

**CLOSING:** April 15, 2024

198 S. Main Street  
YUMA, ARIZONA 85364  
928.343.2040

**BOARD OF DIRECTORS**

Martin Porchas  
Jonathan Lines  
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**SHERIFF**

Leon Wilmot

**COUNTY ATTORNEY**

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**YUMA COUNTY SHERIFF'S OFFICE**

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Yuma, Arizona 85364  
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**NOTICE TO CONTRACTORS** ..... 4

**INFORMATION FOR SUBMITTERS** ..... 4

1. PROPOSAL ..... 4

2. TIMELINE..... 4

3. RFP ADDENDA AND CHANGES TO PLANS/DOCUMENTS..... 5

4. SUBMISSION REQUIREMENTS..... 5

5. ALTERNATE PROPOSALS ..... 6

6. WITHDRAWAL OF PROPOSAL ..... 6

7. APPROVAL OF SUBSTITUTIONS ..... 7

8. USE OF EQUALS/EQUIVALENT ..... 7

9. ELIGIBILITY OF CONTRACTORS..... 7

10. LOCATION OF WORK..... 7

11. NATURE AND SCOPE OF WORK..... 7

12. CONTRACT AWARD..... 9

**SUPPLEMENTAL GENERAL CONDITIONS** ..... 10

1. DEFINITIONS..... 10

2. GENERAL..... 10

3. LAWS AND REGULATIONS..... 11

4. PERMITS..... 11

5. UNIFORMS..... 11

6. PERSONAL PROTECTIVE EQUIPMENT ..... 11

7. SUBCONTRACTS..... 11

8. SECURITY CLEARANCE..... 12

9. PRE-PROPOSAL CONFERENCE ..... 12

10. PRE-MEETING/CONSTRUCTION CONFERNENCE..... 12

11. CHARACTER OF WORKERS..... 12

12. CONSTRUCTION SCHEDULE..... 12

13. HINDERANCES AND DELAYS ..... 13

14. SUSPENSIONS OF WORK..... 14

15. PAYMENTS TO CONTRACTOR..... 14

16. INSURANCE REQUIREMENTS..... 14

17. INDEMNIFICATION..... 16

18. CONTRACT, PERFORMANCE BOND, AND INSURANCE EXCUTION ..... 16

19. LIQUIDATED DAMAGES ..... 17

20. CONTRACT ASSIGNMENT ..... 17

21. WARRANTY PERIOD ..... 18

22. TRANSATION PRIVILEGE TAX ..... 18

23. PROPOSAL .....	19
24. SUBCONTRACTOR LISTING .....	21
25. STATUTORY PROPOSAL BOND.....	22
26. SAMPLE CONTRACT SAMPLE .....	23
27. PERFORMANCE BOND.....	26
28. PAYMENT BOND.....	27
29. CONTRACTOR'S AFFIDAVIT – SETTLEMENT OF CLAIMS .....	28
30. ATTACHMENT A.....	29
31. EXHIBIT A.....	30
32. CLOSE-OUT DOCUMENTS.....	32

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**YUMA COUNTY JAIL DISTRICT  
NOTICE TO CONTRACTORS  
REQUEST FOR PROPOSALS (“RFP”)**

**NOTICE IS HEREBY GIVEN** that Yuma County Jail District is accepting proposals for furnishing all labor, materials, equipment, construction services, permits, fees, and taxes necessary to complete Project Number #23-200-31 Remove, make necessary modifications as needed and install new air conditioner units and perform work as described in PH Mechanical Engineering dated 2.21.23. A background check will be required for all personnel entering the facility and/or properties as indicated in page 11, section H. Yuma County Jail District encourages the use of local, minority, and/or women-owned businesses.

Before submitting a Proposal, Contractors should carefully examine all provisions set forth herein, visit the site of the work, and fully inform themselves as to all existing field conditions, environment, and limitations. No consideration will be granted for any alleged misunderstanding of the material, practice, articles or piece of equipment to be furnished or work to be done. It is understood that the tender of the Proposal carries with it the agreement to all items and conditions referred to herein or indicated in the Contract Documents. All work **MUST** be installed/applied in accordance with Authority Having Jurisdiction (“AHJ”) and County standards.

**I. PROPOSAL**

**A. TIMELINE**

**1. RFP PUBLISHING DATES: March 24 & 31, 2024**

**2. PRE-PROPOSAL CONFERENCE:** A site tour is mandatory, and a pre-meeting conference will be held on **Wednesday, April 3, 2024, at 9:30 am.** (Local time), **at the Sheriff’s Office 141 S 3rd Avenue, Yuma, Arizona, to obtain a visitor ID and then we will proceed to the project site.**

**3. QUESTIONS/REQUESTS FOR CLARIFICATION:** Should Contractors have any questions regarding this project, they must be submitted to R.E. (Steve) Mendoza, Project Manager via e-mail to [Steve.Mendoza@ycso.yumacountyaz.gov](mailto:Steve.Mendoza@ycso.yumacountyaz.gov). Contractors should reference the project number in the subject of the email. Questions should be submitted by **Thursday, April 11, at 11 am, (local time)**. Questions submitted after this date may not be answered.

**3. DEADLINE FOR PROPOSAL SUBMISSION:** To **Yuma County Administration at 198 S. Main Street, by 1:00 p.m. (local time) on Monday, April 15, 2024.** All proposal submissions will be opened and reviewed immediately after the closing. Late proposals will not be opened or considered and will be returned to the proposer unopened.

**4. ANTICIPATED AWARD DATE: May 2024**

**5. NOTICE TO PROCEED:** Once a contract is signed by all parties, a Notice to Proceed (“NTP”) will be sent to the Contractor. Upon receipt of NTP, Contractor shall secure all materials needed for project, with a target date agreed

upon in the NTP to ensure all materials and equipment are ready for commencement of work.

**6. ANTICIPATED PROJECT COMPLETION DATE:** Contractor must fully complete the requirements of the contract within Forty-two (42) calendar days from the date materials are delivered.

**B. RFP ADDENDA AND CHANGES TO PLANS/DOCUMENTS:**

1. Any interpretation or correction of the documents will be made only by Addendum, duly issued and a copy of such Addendum will be mailed or delivered to each person that submitted "Attachment A" found in page 29. Sheriff's Office will not be responsible for any other explanations or interpretations of the proposed documents.

2. Any changes to the plans and documents shall be made only by Addendum. No verbal or other changes to the plans and documents will be valid. A copy of each Addendum will be mailed or delivered to each participant who filled out "Attachment A", page 29.

3. Any addenda will be faxed, mailed, emailed, or delivered to all who are known by the Sheriff's Office to have received submitted "Attachment A" found in page 29 and to offices where Proposal documents have been filed for review purposes. It is the responsibility of each Proposer to ascertain that he has received all addenda issued by telephoning the office identified in the Notice to Contractors as the location where Proposal documents are available prior to submitting his Proposal.

**C. SUBMISSION REQUIREMENTS:** Proposals, to receive consideration, shall be made in accordance with the following instructions:

**1. CORRECT AND COMPLETE PROPOSAL:** Before submitting a proposal, Contractors shall carefully examine the bid packet, specifications, and contract documents. Contractors are responsible for understanding field conditions, environment of project, and project site. **Yuma County Jail District is not responsible for proposal information based on information received from entities other than the Yuma County Jail District or the Sheriff's Office. The Contractor is responsible for obtaining correct and complete proposal or proposal documents.** If appropriate, Contractors shall acknowledge all addenda in their proposal. Failure to acknowledge receipt of Addenda may render the proposal non-responsive and it may be rejected.

**2. PROPOSAL PACKAGES:** Proposal packages must be clearly marked "**Adult Detention Center A/C Replacement (PM) Project, #23-200-31.**" Complete proposals with all required documents must be mailed or hand-delivered to the **Yuma County Administration at 198 S. Main Street, Yuma, Arizona 85364.** Proposal Proposal packages must be submitted in a sealed envelope and contain one (1) hard copy of the proposal.

**3. PROPOSAL DOCUMENTS:** Proposals must be submitted using "Exhibit A". Each proposal shall be in accordance with the plans, specifications and

contract documents, and shall be set forth and submitted on the PROPOSAL DOCUMENTS included with the project specifications book. The PROPOSAL DOCUMENTS may be removed from the project specifications book and submitted independently of such book. Any proposal that does not include said documents will be returned to the submitter. **The Proposer is responsible for obtaining correct and complete proposal or proposal documents.**

**4. PROPOSAL AMENDMENTS:** No amended or modified proposals will be considered. Any interlineations, alterations, or erasures made to the original proposal prior to submission must be initialed by the signer of the proposal. The signatures of all persons shall be in longhand.

**5. MULTIPLE PROPOSALS:** No person, firm or corporation shall be allowed to make, file, or be interested in more than one (1) proposal for the same work unless that person, firm, or corporation has submitted a sub-proposal to a Proposer, or has quoted prices on material to a Proposer. In those instances, the person firm or corporation would not be disqualified from submitting a sub-proposal or quoting prices to other submitters.

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

**7. TURN-KEY:** responses to this RFP must provide for the complete design and construction of the project on a "turn-key" basis. The term "turn-key" is intended to express the Yuma County Jail District's wish to receive pricing and a finished product that comprehensively includes all project costs and services.

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

**E. WITHDRAWAL OF PROPOSAL:** Any Proposer may withdraw his proposal, either personally, by facsimile, or by written request, at any time prior to the scheduled closing time for receipt of proposals. No proposal may be withdrawn by telephone. Any proposal

withdrawn will not be opened and will be returned to the proposer. After opening and reading of the proposals, no Proposer may withdraw his proposal for a period of fifty (50) calendar days from the date of opening and reading.

**F. APPROVAL OF SUBSTITUTIONS:** The materials, products and equipment described in the Documents and Addenda establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No proposed substitute will be considered, unless written request for approval has been received by the Sheriff's Office Project Manager or his representative at least seven (7) calendar days prior to the scheduled closing time for receipt of proposals. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance and test data and any other information necessary for evaluation of the substitute. Proposer shall not be entitled to approval of a substitute. If a substitute is approved, the approval shall be provided in writing. Submitters shall not rely upon approvals made in any other manner.

**G. USE OF "EQUALS/EQUIVALENT":**

1. When the specifications for materials, articles, products and equipment state "or equal/equivalent to," Contractor may base their proposal upon, and use materials, articles, products of same quality. Owner's Representative will have the final approval of all materials, articles, products and equipment proposed to be used as an "equal/equivalent".

2. Approvals for "equals/equivalent," may be requested in writing to the Sheriff's Office's representative for approval. Requests must be received four (4) calendar days prior to the date set for opening the proposals. The request shall state the name of the material, article, product, or equipment for which the item is sought to be considered an equal/equivalent and a complete description of the proposed equal/equivalent including any drawings, cuts, performance and test data and any other information necessary for approval of the equal/equivalent. All approvals will be provided in writing.

**II. ELIGIBILITY OF CONTRACTORS:** When calling for proposals for contracts for public work to be performed on behalf of the State or any political subdivision thereof, which will be paid for from public funds, no proposal shall be considered for performance of a contract, including construction work, unless the proposer is licensed as a contractor in Arizona (state).

**III. LOCATION OF WORK:** The work site is located at the Yuma County Adult Detention Facility located at 200 W. Court Street, Yuma, Arizona, 85364.

**IV. NATURE AND SCOPE OF WORK**

**A. NATURE OF WORK**

1. The successful contractor will be responsible for furnishing **all** material, rentals, labor, professional services, permits and fees necessary to complete the referenced project: **A/C Units Replacement (PM) Project, #23-200-31.**

2. Work must be performed during 7am-4pm, including weekends.



3. The selected contractor **MUST** ensure minimal to little disruption during the project. Any disruption must be performed after-hours.

4. The selected contractor will be responsible to replacing one unit at a time before starting on the next piece of equipment. All work to be performed to PH Mechanical Engineering drawings dated 2.21.24. Equals/equivalent equipment will be considered. Please make sure to follow the RFP requirements for approval. Any and all work must comply with Authority Having Jurisdiction (AHJ). The selected contractor must fill out any paperwork with APS for a potential rebate and the paperwork for the 5-year manufacture warranty for labor and material on new equipment.

5. The selected contractor will install clear PVC traps on all interior air handlers and install over flow switches on all over flow pans. The selected contractor is responsible for removing & re-installing the t-grid. The selected contractor must provide inventory of existing and new equipment: Make, manufacture, model & serial number on a spreadsheet. Please provide this document with your close out documents.

## **B. SCOPE OF WORK**

**1. SHOP DRAWINGS:** The selected contractor will be responsible for all applicable permit(s) and special inspection(s); if needed or required.

**2. SIGNS:** Posting of all construction signs will be the contractor's responsibility. Work will be performed during normal industrial standard hours. The selected contractor **MUST** have the site area clean of debris and secured at the end of the shift daily, any exceptions **MUST** have written approval from the Project Manager. Any disruption to the area must be pre-approved and coordinated with the Project Manager.

**3. REPAIRS:** The selected contractor will make the necessary repairs to any damage and/or opening caused by the selected contractor during the project. All repairs must match adjacent texture & color. The selected contractor will be responsible for barricades, if needed.

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

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

**6. STOCKPILE OF MATERIALS:** The Contractor will be responsible for their stockpile materials and must not prevent access to adjacent properties and/or prevent compliance with traffic regulations.

**7. REFUSE COLLECTION ACCESS:** At any time the project construction shall require the closure or disruption of traffic in any roadway, alley, or refuse collection easement such that normal refuse collection will be interfered with, the Contractor shall, at least three (3) calendar days prior to causing such closure or disruption, make arrangements with the Sheriff's Office Project Manager in order that refuse collection service can be maintained.

**8. DAILY CLEANUP:** After each workday is completed, the Contractor shall clean the work site and dispose of any and all debris. **Secure all tools and materials.**

**9. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK:** The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted, in writing, by the Sheriff's Office.

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

**11. WEEKLY PROGRESS REPORTS:** The Contractor shall prepare, subject to the approval of the Project Manager, and distribute weekly emails containing a brief description of the work completed during the previous week and the expected work for the upcoming week. Contractor shall prepare and distribute its progress reports on a weekly basis until the project is completed.

**12. RECORD DRAWINGS:** The Contractor shall maintain one set of contract drawings with all changes, deviations, additions, and deletions clearly marked thereon. Upon completion of the work, this set of drawings, shall be marked "RECORD DRAWINGS," dated, and delivered to the Sheriff's Office Project Manager prior to approval of the Contractor's final payment request. Contractor shall not make copies of contract drawings.

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

**14. CLOSE-OUT DOCUMENTS:** Selected contractor will be responsible for submitting close-out documents, as described on page 32.

**V. CONTRACT AWARD:**

- A.** Any contract will be awarded to the lowest, most responsive, and responsible Proposer complying with these instructions and with the "NOTICE TO CONTRACTORS." Yuma County Jail District, however, reserves the right to accept or reject any or all

proposals or to waive any or all irregularities in any proposal. Alternates may be accepted depending upon the availability of funds. Accepted alternates will be considered in determining the lowest, most responsive, and responsible Proposer.

- B.** No Contract will be awarded to any person, firm or corporation that is in arrears or is in default to Yuma County Jail District upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to Yuma County Jail District or has failed to faithfully perform any previous contract with Yuma County Jail District.
- C.** The successful Proposer may receive electronic (PDF) sets of documents/plans, specifications and/or submittals for this project from the Sheriff's Office at no cost (if contractor is interested).

## **VI. GENERAL CONDITIONS**

**A. DEFINITIONS:** The following terms, as used in or pertaining to any Contract Documents, are defined as follows:

- 1. COUNTY:** The word "County" refers to Yuma County Jail District. The official representative of said County in these proceedings shall be the Sheriff's Office.
- 2. CONTRACTOR:** The word "Contractor" means the person, firm, or corporation with whom a Contract is made by the County.
- 3. MATERIALS:** The term "Materials" includes, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the work.
- 4. SUBCONTRACTOR:** The word "Subcontractor" means a person, firm, or corporation that contracts to perform work or render services to a Contractor or to another subcontractor as a part of a contract with the County.
- 5. OWNER'S REPRESENTATIVE:** The word "Owner's Representative" means a person, firm or corporation duly authorized by the Yuma County Jail District, to act for the Yuma County Jail District in reviewing the work, inspecting materials and construction, and interpreting plans and specifications.
- 6. CONTRACT DOCUMENTS:** The words "Contract Documents" mean the executed contract between the parties, the Request for Proposals, and all documents and/or addenda attached thereto, and the accepted Proposal and all documents and/or addenda attached thereto.

### **B. GENERAL:**

- 1.** All construction shall follow the Construction Documents and Scope of Work. Copies of these documents, with revisions, are on file with the Clerk of the Yuma County Jail District Board of Directors and are hereby made a part of these Contract Documents.
- 2.** In all cases where AHJ, Industry Standards, Yuma County, Manufacturer

requirements, or other standard specifications are referred to, unless otherwise stated, revisions, supplements or addenda issued on or before the date of any executed contract, shall prevail. In the event of any conflict between those project specifications and the requirements of the plans, detail drawings, County Standard Details and Specifications, these project specifications shall prevail.

- C. LAWS AND REGULATIONS:** Any contract shall be governed by and constructed in accordance with the laws of the State of Arizona. The Contractor shall keep himself fully informed of all existing and future local, County Ordinances and Regulations, State and Federal Laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work specified herein. The contractor will be responsible to observe and comply with said Ordinances, Regulations, or Laws and Standards while it and/or any subcontractors are performing work under any contract executed pursuant to this RFP.
- D. PERMITS:** The selected Contractor must determine that all the necessary permits have been obtained. The Contractor shall, at his own expense, obtain all required permits if necessary.
- E. UNIFORMS:** Selected contractor **MUST** provide uniforms with printed company name and/or logo to identify its employees and those uniforms **MUST** be worn while on the project site, so that it is visible to County employees. Sub-contractors have the same uniform requirements. **Orange colored uniforms will not be allowed on-site.**
- F. PERSONAL PROTECTIVE EQUIPMENT:** Selected contractor **MUST** provide its employees and its subcontractor(s), if any, with the appropriate PPE. All personnel **MUST** be trained and certified in the materials and equipment used on-site. The selected contractor will be required to provide its employees and subcontractors with an initial safety meeting prior to commencing any work. If requested by the Sheriff's Office, the selected contractor **MUST** provide documentation of the meeting, training, and/or certifications.
- G. SUBCONTRACTS:** Subcontracts shall be in accordance with, and the Contractor shall be bound by, the following provisions:
1. All subcontracts shall be subject to the approval of the Sheriff's Office.
  2. All subcontracts shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with the terms of any Contract. Copies of all subcontracts shall be furnished to the Sheriff's Office.
  3. Subcontracts shall conform to the regulations governing employment of labor; and
  4. The subcontracting of any part of the work will in no way relieve the Contractor of his responsibility under the Contract.
  5. The Contractor shall be responsible for all work completed by any subcontractor.

**H. SECURITY CLEARANCE:** A background check will be required for any person participating in a site tour or working in facilities and/or properties. The background forms can be requested via email from the Project Manager at [Steve.Mendoza@ycso.yumacountyaz.gov](mailto:Steve.Mendoza@ycso.yumacountyaz.gov). Completed forms **MUST** be submitted and all persons expected to be participating in a site tour and/or working at the facility **MUST** pass their **background check prior to reporting to the site.** Background form **MUST** be submitted no later than **Tuesday, April 2, by 10 am, (local time).**

**I. PRE-PROPOSAL CONFERENCE:** A site tour is mandatory, and a pre-meeting conference will be held on **Wednesday, April 3, 2024, at 9:30 am (Local time), at the Sheriff's Office 141 S 3<sup>rd</sup> Avenue, Yuma, Arizona, to obtain a visitor ID and then we will proceed to the project site.**

**J. PRE-MEETING/CONSTRUCTION CONFERENCE:**

1. After completion of the Contract Documents, to include bonds, insurance, and signatures, and prior to the commencement of any work on the project, the Sheriff's Office Project Manager and/or its Representative will schedule a Pre-Meeting/Construction Conference. The time, date and place will be sent to the selected contractor.

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

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

**K. CHARACTER OF WORKERS:**

1. None but skilled foremen and workers shall be employed on work requiring special qualifications. When required by the Sheriff's Office, the Contractor shall discharge any person who is, in the opinion of the Sheriff's Office, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable.

2. The Contractor shall keep the Sheriff's Office harmless from damages or claims for compensation that may occur in the enforcement of this section of the specifications.

**L. CONSTRUCTION SCHEDULE:**

1. Concurrently with the execution of the contract, and prior to the pre-construction conference, the Contractor shall submit a preliminary schedule (Project Schedule & daily shift hours) for the Sheriff's Office acceptance. The schedule shall be in sufficient detail to allow the Sheriff's Office to determine if

the proposed schedule will conform to an approved program of construction operations, as determined by the contracting agency. Within seven (7) calendar days after the Pre-Meeting/Construction Conference the Contractor shall submit a final project/progress schedule, utilizing the critical path method scheduling technique, showing the order in which, he proposes to carry out the work, the dates on which he will start each phase(s) of the work, and the contemplated date for completion of each phase. The Contractor shall not be permitted to commence project until the schedule complying with this paragraph has been submitted to the Sheriff's Office and approved. The Contractor will not be granted any extension to the contract time or compensation for any damages as a result of the Sheriff's Office refusal to allow Contractor to commence construction until the critical path method progress schedule has been submitted and approved by the Sheriff's Office.

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

#### **M. HINDERANCES AND DELAYS:**

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

2. Delay: In the event of a delay for which the Sheriff's Office is solely responsible, which is unreasonable under the circumstances and which was not within the contemplation of Sheriff's Office and Contractor at the time this Contract is executed, Sheriff's Office and Contractor shall negotiate, in good faith, a payment by the Sheriff's Office to Contractor for the expenses incurred by Contractor as a result of such delay. This provision shall not be construed to void any provision in the contract which requires notice of delay or provides for

liquidated damages. However, if the delay is the result of any act or neglect of a third party, including the architect, Owner's Representative or other contractor employed by the Sheriff's Office, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties, or any causes beyond the Contractor's control, the Contractor shall not be entitled to any payments or compensation for expenses incurred as a result of such delay, but the Contract Time shall be extended by Change Order for such reasonable time as the Sheriff's Office may determine.

3. No extension or compensation will be granted for any delay which is the result, wholly or partially, of any act or neglect of Contractor or any Subcontractor hired by Contractor.

**N. SUSPENSIONS OF WORK:** The Project Manager or its Representative reserves the right to suspend the work wholly or in part if deemed necessary in the best interest of the Sheriff's Office. This suspension will be without compensation to the Contractor, other than to adjust the contract time.

**O. PAYMENTS TO CONTRACTOR:**

1. The measurements of quantities and the payments to the Contractor shall be in accordance with the terms set forth in the contract.

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

3. Upon 100% completion and acceptance of the project, and with the request for final payment, the Contractor shall complete and submit the "Contractor's Affidavit Regarding Settlement of Claims" form which is included in these specifications. Before final payment and release of retention, Contractor must arrange for its Surety to provide the Sheriff's Office with a fully executed AIA Consent of Surety form. To avoid delays in the final payment, the Surety may send the Consent of Surety directly to the Sheriff's Office via fax at (928) 819.2220, to the attention of the R.E. (Steve) Mendoza, Project Manager, and mail the original to Yuma County Sheriff's Office, 141 S 3<sup>rd</sup> Avenue, Yuma, Arizona 85364 to the attention of Project Manager.

**P. INSURANCE REQUIREMENTS:** Without limiting any of their obligations or liabilities, the Contractor, at his own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and in form reasonably satisfactory to the Sheriff's Office. Each insurer shall have a current A.M. Best

Company, Inc. rating of not less than A- and a category rating of not less than “8.” Use of alternative insurers requires prior approval from the Sheriff’s Office. Insurance provided by Contractor shall be primary. Yuma County Sheriff and Yuma County Jail District shall be listed as an additional insured on all policies required herein for the term of the Agreement.

## 1. GENERAL CLAUSES

- a. **Additional Insured.** The insurance coverage required by this contract, shall name the County, its agents, representatives, directors, officials, employees, and officers, as additional insured.
- b. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until services required to be performed under the terms of the Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of the Contract, at the sole discretion of the Sheriff’s Office.
- c. **Primary Coverage.** The Contractor’s insurance, except Worker’s Compensation, shall be the primary insurance coverage to the County and any insurance or self-insurance maintained by the County shall be in excess of the Contractor’s insurance and shall not contribute to it.
- d. **Claim Reporting.** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the County.
- e. **Waiver.** The policies, except Workers’ Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the Contractor.
- f. **Deductible/Retention.** The policies may provide coverage which contains deductibles or self-insured retentions. The Contractor shall be solely responsible for deductible and/or self-insured retentions. The Contractor shall, if required by the County, post a performance bond equal to the deductible or self-insured retention level.
- g. **Certificates of Insurance.** Prior to commencing services under the Contract, Contractor shall furnish the County with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor’s insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by the Contract are in full force and effect. Such certificates shall *identify the Contract number* and shall provide for not less than thirty (30) days advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to Yuma County Jail District Board of Directors, 198 S. Main Street, Yuma, Arizona 85364.

**2. Commercial General Liability.** Contractor shall maintain Commercial General Liability insurance with a limit as indicated in the contract terms and



conditions “Insurance” section. The policy shall include coverage for bodily injury, property damage, personal injury, products, and contractual covering, but not limited to, the liability assumed under the indemnification provisions of this contract. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover Contractor’s obligation of indemnification required in this agreement. A general liability insurance policy may not be written on a “claims made” basis.

**3. Automobile Liability.** Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages as indicated in the contract terms and conditions “Insurance” section, for each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services.

**4. Worker’s Compensation.**

- a. The Contractor shall carry Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor employees engaged in the performance of the services called for herein.
- b. In case services are subcontracted, the Contractor will require all subcontractors to provide Workers’ Compensation and Employer’s Liability to at least the same extent as provided by Contractor.

**Q. INDEMNIFICATION:** The successful bidder and the Yuma County Jail District, to the fullest extent permitted by law, agree to defend, indemnify, and hold harmless the other party and the other party’s officers, agents, and employees from all claims, losses, and causes of actions arising out of, resulting from, or in any manner connected with the executed contract, but only to the extent such claim, loss, cause of action, damage, or injury is caused or contributed to by the negligent acts, error, or omissions of the indemnifying party. It is the intent of this section to require the successful bidder to indemnify the Yuma County Jail District to the extent permitted under Arizona law.

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

**S. LIQUIDATED DAMAGES:**

1. Should the contractor fail to substantially complete the work under the contract within the time for completion as mutually agreed upon by the parties in the contract, then the contractor shall pay to Yuma County Jail District liquidated damages, in accordance with Table 108-1 of the MAG Uniform Standard Specifications, per calendar day, until the work is substantially completed.
2. Should the contractor fail to fully and finally complete the work under the contract within the time for completion as mutually agreed upon by the parties in the contract, even if the contractor has achieved substantial completion of the work within such time, then the contractor shall pay to Yuma County Jail District liquidated damages in an amount equal to 50% of the applicable Daily Charges found in Table 108-1 of the MAG Uniform Standard Specifications, per calendar day, until the work is fully and finally complete and accepted.

<b>TABLE 108-1</b>		
<b>LIQUIDATED DAMAGES</b>		
<b>Original Contract Amount</b>		<b>Daily Charges</b>
From More Than	To and Including	Calendar Day or Fixed Date
\$ 0	\$ 25,000	\$ 210
25,000	50,000	250
50,000	100,000	280
100,000	500,000	430
500,000	1,000,000	570
1,000,000	2,000,000	710
2,000,000	5,000,000	1,070
5,000,000	10,000,000	1,420
10,000,000	—	1,780

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

4. Full and final completion shall be that date when all work under the project, including incidental corrective work under punch list, close-out documents submitted, and final cleaning has been completed and the entire project is accepted by the owner.”

**T. CONTRACT ASSIGNMENT:** No assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the Owner unless such assignment has had prior

approval of the Owner, and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

- U. WARRANTY PERIOD:** In accordance with the Construction Documents/Specifications, all work including labor and material shall be guaranteed against defective workmanship for a period of two (2) years, from the date close out documents have been submitted, and the project has been accepted by Project Manager. In the event a defect develops within the warranty period identified in scope of work, the contractor is required to initiate repairs within one (1) calendar day of receipt of written notice. All work performed **MUST** be according to manufacturer standards and industry standards to ensure the warranty is guaranteed by both the contractor and manufacturer. The selected contractor **MUST** offer a 2-year warranty on labor and materials and the manufacturer **MUST** offer a 5-year warranty on labor and materials. The selected contractor will be responsible for filling out and submitting all necessary paperwork to the manufacturer.
- V. YUMA COUNTY TRANSACTION PRIVILEGE TAX:** Yuma City nor Yuma County transaction tax shall **NOT** be waived under the conditions of this contract. The current privilege tax rate can be obtained from the respective Finance Departments. The Contractor shall be responsible for reporting and payment of all city, county, state or federal taxes.

PROPOSAL

Place \_\_\_\_\_ Date \_\_\_\_\_.

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

TO THE HONORABLE YUMA COUNTY JAIL DISTRICT BOARD OF DIRECTORS

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, construction equipment, transportation and services for the construction of: **Adult Detention Center Air Conditioner Units Replacement (PM) Project, #23-200-31**, in strict conformity with the plans and specifications for the following unit prices:

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

**ATTACH PROPOSAL SCHEDULE – LUMP SUM OR ITEMIZED PROPOSAL QUANTITIES**

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

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

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

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

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

Respectfully submitted,

Arizona Contractor's Classification and Contractor License No. \_\_\_\_\_

By: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Complete Business Address

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

Fax Number: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

Acknowledged by: \_\_\_\_\_

**Proposal MUST be accompanied by "Exhibit A", located on page 30. Bids are Due April 15, 2024 at 1 pm (local time) to YUMA COUNTY ADMINISTRATION 198 S MAIN STREET, YUMA, ARIZONA 85364, please indicate the project number on the outside of bid packet/envelop.**

# Yuma County Jail District Board of Directors

## Subcontractor Listing and Certification of Contract Compliance

### PROJECT – Adult Detention Center Air Conditioner Units Replacement (PM) Project, #23-200-31

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

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

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

\_\_\_\_\_  
 Name of Firm  
 DBE :(Y/N)\*: \_\_\_\_\_  
 \_\_\_\_\_  
 Agency\*\*  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Title

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

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

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the said Principal has submitted a Proposal for: **Adult Detention Center Air Conditioner Units Replacement (PM) Project, #23-200-31**

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL SEAL

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

SURETY SEAL

AGENCY OF RECORD

\_\_\_\_\_

## Sample CONTRACT Sample

This Contract dated as of April \_\_, 2024, is by and between the Yuma County Jail District (“County”), and \_\_\_\_\_, (“Contractor”) of Yuma, Arizona.

Contractor has covenanted and agreed, for and in consideration of the payments made as provided for in the bid and specifications, to the Contractor by the County, at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by the Contract, free from all claims, liens and charges whatsoever, in the manner, and under the conditions hereinafter specified, that are necessary for **Adult Detention Center Air Conditioner Units Replacement (PM) Project, #23-200-31**, in accordance with the dollar amount \$\_\_\_\_\_, for said service as indicated in “Scope of Work” and PH Mechanical Engineering drawings dated 2.21.24, and according to the manufacture and AHJ. All work must adhere to the terms and conditions of this contract and all other documents associated with this solicitation. The Contractor shall use AIA form for submitting payment request.

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

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

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

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

Hold Harmless Clause: Contractor agrees to defend, indemnify and hold harmless County from all losses, liability, claims or expenses (including reasonable attorney fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of Contractor, except to the extent same are caused by the negligence or willful misconduct of the County, its agents, or its employees.

It is the intent of this section to require Contractor to indemnify the County to the extent permitted under Arizona law.



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

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

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

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

Insurance: The Contractor shall provide proof of and maintain comprehensive general liability insurance in an amount equal to ten (10) times the contracted amount of this Contract. Additionally, the Contractor shall provide proof Automobile Liability insurance in an amount of \$100,000/\$300,000/\$100,000 (per person/occurrence), and Worker Compensation insurance in an amount not less than Five Hundred Thousand (\$500,000) dollars. Yuma County Sheriff and Yuma County Jail District shall be listed as additional insureds on all policies required herein for the term of the Contract. Proof of the required insurance shall be sent with the signed contract to the District's Project Manager or its duly authorized representative.

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

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

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

Confidentiality: Any other provision of this Agreement notwithstanding, the parties acknowledge that Yuma County is a public institution, and as such is subject to Arizona Public Records Act, A.R.S. § 39-121, et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. In the event a public records request is made for information and/or documents designated as confidential or proprietary, the County will notify the other party as soon as possible.

Nondiscrimination: The parties agree to comply with all applicable state and federal laws, rules, regulation and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the American with Disabilities Act, and affirmative action.

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

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

YUMA COUNTY JAIL DISTRICT

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

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

CONTRACTOR

Company Name: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

License # \_\_\_\_\_

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, The Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct **Adult Detention Center Air Conditioner Units Replacement (PM) Project, #23-200-31**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the contract and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect.

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal Seal

By \_\_\_\_\_

Surety Seal

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Agency Address

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

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

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, The Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct **Adult Detention Center Air Conditioner Units Replacement (PM) Project, #23-200-31**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be void, otherwise to remain in full force and effect.

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal Seal

By

\_\_\_\_\_  
Surety Seal

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Agency Address

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

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

**Adult Detention Center Air Conditioner Units Replacement (PM) Project, #23-200-31**

To: Yuma County Jail District

To Whom It May Concern:

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

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

Signed and dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

STATE OF ARIZONA        )  
  ) ss.  
Yuma County Jail District    )

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Attachment A

Receipt Acknowledgement Form

**Adult Detention Center Air Conditioner Units Replacement (PM) Project, #23-200-31**

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

R.E. (Steve) Mendoza  
Project Manager

Yuma County Sheriff's Office  
141 S 3<sup>rd</sup> Avenue  
Yuma, AZ 85364  
Fax: 928.819.2220

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

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ FAX: \_\_\_\_\_

PHONE: \_\_\_\_\_ CITY/ST/ZIP \_\_\_\_\_

EMAIL: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

License # \_\_\_\_\_

## Exhibit A

**Table 1: Adult Detention Center Air Conditioner Units Replacement (PM) Project, #23-200-31**

Location	Unit Cost
Remove, modify & Install new units per location:	
Unit #1	
Unit #2	
Unit #2 Mini-Split	
Unit #3	
Unit #4 Mini-Split	
Unit #5	
Unit #6	
Unit #7	
Unit #10	
ERV Unit	
Unit #11	
Unit #13 Mini-Split	
Sub-total	
Crane Serve	
Permit(s)	
Sub-total	
Total	

- (1) Turn-key unit cost shall include all labor, materials, equipment, rentals, professional services, permits, fees, and taxes.
- (2) Please keep in mind that it is the responsibility for the contractor to verify any and all information, condition(s) and equipment(s).
- (3) All work **MUST** adhere to the terms and conditions of this contract and all other documents associated with this solicitation.
- (4) Before any and all material/equipment is removed from project, contractor must seek approval from project manager due to salvage rights. Selected contractor will be responsible for coordinating with the Yuma County Jail District representative.
- (5) In your line items please make sure to include if it's either an "**Add or Delete**" cost to the base bid.
- (6) Close-Out Document. As indicated in page #31

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

Company's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number: \_\_\_\_\_

By (Print): \_\_\_\_\_

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

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

Licenses # \_\_\_\_\_

Addendum(s):

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



## Close-out Documents

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

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

Please note that, in order to process final payment, Sheriff’s Office Project Manager must receive the aforementioned documents no later than 14 calendar days after acceptance of project.