



BID PACKET

Yavapai College, Clarkdale Campus
CAMPUS UNDERGROUND UTILITY DISTRIBUTION
SYSTEMS

601 Black Hills Dr. Clarkdale AZ
IFB #11-612

CONTRACT DOCUMENTS, SPECIFICATIONS, AND PLANS
(UNDER SEPARATE COVER)

Purchasing and Contracts
Building 7, Room 107
1100 E. Sheldon
Prescott, AZ 86301
928-776-2090
Karen Jones
Purchasing Assistant
Karen.Jones@yc.edu

PROJECT ARCHITECTS &
ENGINEERS
Scott Eisenfeld
GLHN
2939 E Broadway
Tucson, AZ 85716
Phone: (520) 881.4546
Fax: (520) 795.1822
seisenfeld@glhn.com

BID DUE DATE: MONDAY, MAY 23, 2011 AT 2:30 PM ARIZONA MST

LOCATION: YAVAPAI COLLEGE PURCHASING AND CONTRACT MANAGEMENT, BLDG 7, ROOM 107, 1100 E SHELDON, PRESCOTT, AZ

In accordance with ARS 41-2533 G, contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid. YC shall be the sole judge as to the acceptability of the products and/or services offered.

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
1. INVITATION FOR BID SCHEDULE:	3
2. NOTICE OF INVITATION TO BID #11-612	4
3. ACKNOWLEDGMENT OF RECEIPT	6
4. INSTRUCTIONS TO BIDDERS	7
5. PROJECT INFORMATION	12
6. TERMS & CONDITIONS.....	13
7. COMPANY INFORMATION.....	31
8. BASE BID	32
9. OFFER AND ACCEPTANCE	34
10. CONTRACTOR'S LICENSE (SUBMIT COPY).....	35
11. AFFIDAVIT OF NON COLLUSION.....	36
12. SURETY BOND (BID BOND)	38
13. SUB-CONTRACTOR LIST	40
14. BIDDER'S EXPERIENCE AND QUALIFICATIONS	41
15. STATUTORY PERFORMANCE BOND PURSUANT TO	42
16. STATUTORY PAYMENT BOND PURSUANT TO.....	43
17. RECORD OF HYDRONIC PIPING EXPERIENCE.....	44
18. FORM W-9	45

1. INVITATION FOR BID SCHEDULE:

Release IFB	05/06/2011
Mandatory Pre-Bid meeting @ 1:00 pm, Clarkdale Campus	05/12/2011
Final date for questions @ 4:00 pm	05/17/2011
IFB Due Date @ 2:30 p.m. MST, Prescott Purchasing Office	05/23/2011
Award contract & Notice to Proceed	05/31/2011

THIS SCHEDULE IS TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.
(THIS SCHEDULE IS PROVIDED FOR INFORMATION ONLY.)

2. NOTICE OF INVITATION TO BID #11-612

Yavapai College (YC) is seeking bids for the construction of the CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEMS IFB #11-612

The majority of the new distribution systems and site improvements will reside within portions of the developed areas of the Clarkdale Campus located along the south side of Black Hills DR. The utility portions of this project consists of construction of underground, direct buried insulated chilled and hot water distribution lines; conduit duct banks for electrical power, data and communications pathways for future infrastructure upgrades; new water distribution main extension; and replacement of an undersized sanitary sewer main and manholes. Site improvements portions of this project include hardscape, consisting of concrete pavements and unit paver, masonry walls and foundations, site amenities. Work under this project includes, but is not limited to, the supply of all materials, labor, and equipment required to construct, test, clean and turn-over a completed chilled and hot water system; water system, sanitary sewer system, including bypass pumping, and conduit system. Work also includes, but is not limited to, the supply of all materials, labor, and equipment required to construct new site improvements including building patio entrances, site walls and sidewalk system. The work shall also include the removal of pavements, sidewalks, ramps, retaining walls and other obstructions, trench work, verification and protection of all existing utilities, salvaging existing vegetation where identified, traffic and pedestrian control and restoration of sidewalks, ramps, retaining walls, roadway surfacing, and landscaping.

Portions of this project will be constructed through an existing quad area of the campus, (South of buildings I, F, G, west of J, and H, and North of M as defined on the Drawings as Phase 1). This area receives high use when school is in session. It will be the Contractor's responsibility to prepare a construction sequence that restores the area to a usable condition including all concrete sidewalks as soon as feasibly possible, but no later than August 15, 2011. A construction sequencing plan will be submitted to the College and mutually agreed upon between the Owner and the Contractor.

The work shall include all elements of work required to complete a fully functional system. All aspects of the project shall be scheduled and coordinated with the Owner's representative.

Due to the need for expertise in installation of hydronic piping, the College requires a contractor that has completed similar projects in the last five years that included the construction and installation of buried insulated hydronics piping (greater than 4-inch diameter) as well as the installation of potable public/private water systems, public/private sanitary sewer systems and other dry utility infrastructure. The projects(s) must have been similar in size and

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEMS IFB #11-612

scope (or larger), and references must be provided for the College to be able to contact the project owner. Reference Section 17 – Hydronic Piping Experience.

Contract documents, plans, and specifications may be obtained for a refundable fee of \$75.00 per set at:

Yavapai College Facilities Management Office, Building 20, 831 Sheldon St. Prescott, AZ, on the SW corner of Rush St. and Sheldon St. at the main entrance to the Prescott Campus.

A mandatory pre-bid conference will be held at 1:00 PM Arizona MST on Thursday, May 12, 2011, in Yavapai College Building M, Lobby, Clarkdale Campus, 601 Black Hills Dr. Clarkdale AZ. Contractors who do not attend this meeting will not be allowed to bid.

SEALED BIDS will be accepted until 2:30 PM Arizona MST on Monday, May 23, 2011 at the Office of Procurement and Contract Management Services Bldg 7 Room 107, 1100 E Sheldon, Prescott, AZ, 86301. Shortly thereafter, the bids will be opened and read aloud. Bids received after the deadline will be returned unopened.

Each bid shall be accompanied by a certified check, cashier's check or Surety Bond (Bid Bond) for ten percent (10%) of the amount of the bid included in the bid proposal as a guarantee that the Contractor will enter into a contract to perform the proposal in accordance with plans and specifications.

Yavapai College reserves the right to accept or reject any and all bid proposals, or any part thereof, to withhold the award, and waive any informalities deemed in the best interest of the College.

Yavapai College
Karen Jones
Purchasing Assistant
Purchasing and Contract Management

3. ACKNOWLEDGMENT OF RECEIPT

CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEMS IFB #11-612

Due Date: May 23, 2011 @ 02:30:00 MST (Arizona Time)

Please fill in the requested information below as acknowledgment that you have received the Invitation for Bid noted above. If your firm is interested in participating, it is **necessary** that this sheet be completed and returned by fax or e-mail to the Yavapai College Procurement and Contract Management at 928-776-2193. By doing this, we will be able to provide notification to you of any addendums to the IFB.

Name of Firm: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax #: (_____) _____ Tel. #: (_____) _____

E-Mail Address: _____

Name: (Print) _____ Title: _____

Signature: _____ Date: _____

4. INSTRUCTIONS TO BIDDERS

All bids must be received in the Procurement and Contract Management office.

Please note that these Instructions are to be read and followed by any bidder and that failure to follow these Instructions may result in rejection of a bid response for non-responsiveness or cancellation of contract if awarded.

Submittal of Bid Proposal

The bid proposal is considered to be this ENTIRE BID PACKET, completed in full. The Bidder is to retain copies for his/her own records.

The bid proposal and bid proposal guarantee (cashier's check, Surety Bond/Bid Bond) shall be submitted in a sealed envelope. The outside, lower right-hand corner of which shall be marked as follows:

**"Bid from (Contractor's Name) _____ for Yavapai College,
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612."**

SEALED BIDS shall be mailed or hand-delivered to the location noted in the NOTICE OF INVITATION TO BID (or as modified by addenda/um) and must be received before the time and date specified in the NOTICE OF INVITATION TO BID (or as modified by addendum).

Shortly after the deadline, bids will be opened and read aloud. Bids received after the deadline will be returned, unopened, to the bidder. Yavapai College reserves the right to accept or reject any and all bids, or any part thereof, and waive any informalities deemed in the best interest of the College.

The successful bidder will be determined by Procurement and Contract Management Services.

Protests: A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted there under. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall

- a) Include: The name, address and telephone number of the protester;
- b) The signature of the protester or its representative;
- c) Identification of the purchasing agency and the Solicitation or Contract number;
- d) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- e) The form of relief requested.

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEMS IFB #11-612

Preparation of Bid Response: It is the bidder's responsibility to examine this entire Invitation for Bid document immediately upon its receipt and to seek clarification of any item or requirement that may not be clear and to check their bid response for completeness and accuracy before submitting a bid. Concerns about any obvious errors, points of confusion and/or possible improprieties in this Invitation for Bid that are apparent before the bid opening date are to be filed with Procurement and Contract Management prior to the final date for questions. Negligence in preparing a bid response confers no right of withdrawal after bid due date and time. YC will not reimburse the cost of developing, presenting or providing any bid response to this Invitation for Bid.

Bid Documents: All contractors' bid responses MUST include, **at a minimum**, the following documents as needed by YC for evaluation purposes:

1. Business address and corporate status of company submitting bid
2. Cost of Base Bid
3. Offer and Acceptance Form
4. Current, valid, State of Arizona, A –General Engineering Contractor's License
5. Affidavit of Non-Collusion
6. Bid Proposal Guarantee, in the form of a cashier's check or Surety Bond (Bid Bond).
7. Sub-Contractor List
8. Bidders Contract Experience: Three (3) references with contact phone numbers for work completed within the past (2) two-years
9. Resume of experience and training for job site supervisors and managers responsible for work performed under this contract (key personnel)
10. Record of Hydronic Piping experience (Section 17)
11. All signed and completed forms included in the bid packet.

Late, Unsigned and/or Incomplete Bid Response: A late, unsigned and/or significantly incomplete bid response will be considered non-responsive and will be rejected.

Inquiries: Questions regarding this Invitation for Bid are to be directed only to the Procurement and Contract Management person identified in the contact information portion of this bid. Questions must be submitted in writing or via e-mail. Final date for questions is Tuesday, May, 17, 2011 @ 4:00 p.m.

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEMS IFB #11-612

Pre-Bid Conference: A **Mandatory** pre-bid meeting will be held 1:00 PM Arizona MST on Thursday, May 12, 2011 at the Yavapai College Clarkdale Campus Bldg M Lobby, 601 Black Hill Dr., Clarkdale, AZ. Bids will not be accepted if bidder does not attend the pre-bid meeting. All contractors who have completed the acknowledgment of receipt will be notified of any changes or addendums.

Withdrawal of Bid: At any time **before** the specified bid opening date and time, a bidder may withdraw their bid. Bidder must present identification and documentation to indicate their authority to withdraw a bid.

Bid Addendum(s): Only those contractors that have returned the **Acknowledgment of Receipt** are guaranteed to receive addendums.

Payment: Payment terms are Net 30 upon receipt of approved invoice or progress payment. Requests should be submitted by means of AIA Document G702

Compliance with Bid Solicitation Requirements and Award of Contract: YC expressly reserves the right to waive any immaterial defect or informality; or reject any or all bids, or portions thereof; or reissue this Invitation for Bid.

Taxes: Bid all materials (equipment/products) F.O.B, Clarkdale, AZ prepaid. Unless specifically requested in this Invitation for Bid, do not include any Sales Tax, Use Tax or Federal Excise Tax in your bid pricing.

Bid Results: Bid results may be obtained by sending the representative of the Procurement and Contract Management Department a written or e-mail request for the bid results. Bid results and files will not be open for review until after a formal award has been made by YC. After award of bid, an appointment may be made with the Procurement and Contract Management Department and the bid documents may be reviewed with the Procurement Officer (identified on the cover page of this Invitation for Bid).

Request for Taxpayer I.D. Number & Certification, IRS W-9 Form: Submit with bid packet.

Compliance with YC Solicitation & Forms: Absolutely no bidder/contractor form will be considered unless submitted with bid response for evaluation purposes and approved by the Procurement Officer. No member of a YC department is authorized to sign any bidder and/or contractor form(s) in relationship to this Invitation for Bid and/or subsequent contract without the Procurement and Contract Management first reviewing the document for compliance with YC's solicitation and stamping/initially the document as being in compliance.

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEMS IFB #11-612

Bond Requirements: Contractor shall provide Performance and Payment Bonds for (100%) One Hundred percent of the bid amount stated herein, underwritten by a Surety licensed in the State of Arizona. Bonds shall be submitted to the Owner prior to the Owner's issuance of a Notice to Proceed.

Bid Evaluation: In an Invitation for Bid per ARS 41-2533 G, contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid. YC shall be the sole judge as to the acceptability of the products and/or services offered. YC recognizes that price is only one of several criteria that may be used in accepting an offer and is not legally bound to accept the lowest price.

Exclusion of Vendors or Contractors from Bidding: A vendor or contractor may be removed or suspended from a campus's list of potential bidders and be prohibited from participating in any of the campus's bid processes if there has been a failure, without good cause, to perform in accordance with the terms of a past contract or with any other governmental entity. A vendor or contractor may also be removed or suspended if its performance with respect to a previously awarded purchase order or contract has been unsatisfactory. Such exclusion must remain in effect for at least 90 days after the unsatisfactory performance has been recorded, but shall not exceed a period of 360 calendar days in duration. A vendor or contractor excluded from bidding shall be relieved of the prohibition at any time after the 90-day minimum period, upon demonstrating to the campus's satisfaction that the problems which resulted in the removal or suspension have been corrected.

Responsiveness to Specifications: Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if bidder's proposed product(s) and/or service(s) is capable of performing the function.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by a responsible and responsive bidder. Should no bidder be found totally responsible and responsive to all designated bid requirements, YC at its option may either award the contract to the most responsible and responsive bidder or cancel the bid and re-bid the need under revised specifications.

Licenses: Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

Contract Administration: Contractor must notify the Procurement and Contract Management representative for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEMS IFB #11-612

Bid offers that take exception to Terms and Conditions stated within this Invitation for Bid may cause the bid response to be considered as non-responsive or cancellation of contractor's contract if awarded.

Certification: By signing the forms included in this bid packet, the bidder certifies:

The submission of the bid response did not involve collusion or other anti-competitive practices.

The contractor shall not discriminate against any employee or applicant for employment in violation of Federal and Arizona State law and the contractor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to YC shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The Yavapai College Procurement and Contract Management Department is committed to fair and equal procurement opportunities for all firms wishing to do business with YC and encourages the participation of small and disadvantaged businesses in all bidding and contracting activities conducted by YC.

Failure to sign all forms included in the bid packet or signing with a false statement shall void the submitted bid offer and/or any resulting contract. In addition, the contractor may be excluded from future bidding participation with YC and may be subject to such actions as permitted by law.

The contractor agrees to promote and offer to YC only those materials and/or services as stated and allowed by this Invitation for Bid and resultant contract award. Violation of this condition will be grounds for contract termination by YC.

No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to his inquires.

Scrutinized Business Operations: Pursuant to A.R.S. § 35-391 and A.R.S. § 35-393, the Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.

5. PROJECT INFORMATION

1. Project Name

CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEMS IFB #11-612

2. Scope of Work:

The new distribution system will reside within portions of the developed areas of the Clarkdale Campus, in landscaped areas between the northwest and northeast boundaries south of Black Hills DR. The project will consist of construction of underground, direct buried insulated chilled and hot water distribution lines, power and data/communication conduits, water and sewer lines on the Clarkdale Campus of Yavapai College. Work under this project includes but is not limited to the installation, testing, cleaning of the chilled and hot water systems installation of a public domestic water distribution system, installation of a new public sewer system, installation of electric and communications conduit and installation of ADA compliant sidewalks system. The work shall also include the removal of pavements, sidewalks, ramps, retaining walls and other obstructions, trench work, verification and protection of all existing utilities, salvaging existing vegetation where identified, traffic and pedestrian control and restoration of sidewalks, ramps, retaining walls, roadway surfacing, and landscaping.

This project will be constructed through an existing quad area of the campus, (South of buildings I, F, G, west of J, and H, and North of M), this area receives high use when school is in session. It will be the Contractor's responsibility to prepare a construction sequence that restores the area to a usable condition including concrete sidewalks as soon as feasibly possible, but no later than August 15, 2011. A construction sequencing plan will be submitted to the College and mutually agreed upon between the Owner and the Contractor.

The work shall include all elements of work required to complete a fully functional system. All aspects of the project shall be scheduled and coordinated with the Owner's representative.

6. TERMS & CONDITIONS

Proposal offers that take exception to any Terms & Conditions stated within this Invitation to Bid may cause the proposal response to be considered as non-responsiveness or cancellation of contract if already awarded.

The following definitions as set forth in these Special Terms & Conditions:

- Vendor means a person or firm in the business of selling or otherwise providing products, materials or services
- Bidder means a vendor making a bid offer in response to an Invitation to Bid.
- Contractor means any person or firm who has a contract with the College; a successful “bidder” who is awarded a contract with The College becomes a “contractor”.

The Terms and Conditions, which become part of any award made from this IFB, constitute the provisions of the agreement to be executed between the College and the successful bidder. The College reserves the right to negotiate with the successful bidder and modify any of the provisions of the agreement upon mutual agreement of the parties.

Cancellation of Contract/Default: The College reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The College will issue a 30 day written notice to the contractor for acting or failing to act as in any of the following:

1. The contractor fails to adequately perform the services set forth in the specifications of the contract;
2. The contractor fails to complete the work required within the time stipulated in the contract;
3. The contractor fails to make progress in the performance of the contract and/or gives the College reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the College. Failure on the part of the contractor to adequately address all issues of concern may result in the College resorting to any single or combination of the following remedies:

1. Cancel any contract
2. Reserve all rights or claims to damage for breach of any covenants of the contract
3. Perform any test or analysis on materials (equipment/products) for compliance with the specifications of the contract. If the results of any test or analysis find a non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

4. In case of default, the College reserves the right to purchase materials and/or services, or to complete the required work in accordance with the needs of the College. The College may recover any actual excess costs from the contractor by:
- A. Deduction from an unpaid balance;
 - B. Collection against the bid and/or performance bond, or;
 - C. Any combination of the above or any other remedies as provided by law.

Contract Cancellation for Conflict of Interest: Pursuant to A.R.S. 38-511, the resulting contract and/or any Purchase Order(s) issued against it is subject to cancellation by the College if any personnel significantly involved in the resulting contract are found to be in conflict of interest.

Contract Termination for Appropriation: The resulting Contract shall be in force until the completion date. However, the College is a State Agency subject to State appropriation of funds. If The Yavapai College Board of Directors determines, at its sole discretion, not to allocate sufficient funds for the College to uphold this agreement, the College has the right to terminate this agreement upon (30) thirty-days written notice.

Contract Termination for Breach: A non-breaching party may terminate the resulting contract for the failure of the other party to comply with the resulting contract by giving that other party (60) sixty-day written notice of the failure to comply. The College may terminate the resulting contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors.

Termination for Convenience: The College reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the College without penalty 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 College. 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 College. 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.

Contracts Administration: Contractor must notify the Procurement and Contract Management Department representative for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.

Contractor's Risk: Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Invitation to Bid, which occurs prior to delivery to the College; and such loss, injury, or destruction shall not release seller from any obligation hereunder.

Safety: The contractor shall be solely and completely responsible for the safety of all persons (including employees) and property during performance of the work. This requirement shall

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

Records: Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes 35-214 and 36-215 each contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the College's Attorney or the Procurement and Contract Management Department.

Parties to Agreement: The resulting contract shall be between Yavapai Community College District, hereafter referred to as the College, and the successful Proposer, hereafter referred to as Contractor.

Relationship of Parties: Nothing in the resulting contract shall be construed to make either party the legal representative or agent of the other party; neither shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party. The relationship created by the resulting contract shall be that of independent Contractor, not employer/employee, joint venture, agent or business partners.

Provision of Supplies, Materials and Labor: The Contractor shall furnish all supplies, equipment, and all management and labor necessary for the efficient and sound provision of the products and/or services included in the resulting contract.

Charges Outside Scope of Agreement: Charges of the Contractor for services not permitted by or beyond the scope of the resulting contract shall be an expense of the Contractor and not of or reimbursable by Yavapai College unless pre-approved in writing by the Director of Procurement and Contract Management or her designee.

Interpretation: The parties intend the resulting contract, in addition to all Terms and Conditions, to express their complete and final agreement.

Confidential Information/Privacy Laws: The College is subject to various federal and state laws mandating that it keep certain information confidential. The Contractor may receive or have access to confidential information during the performance of the resulting contract. The Contractor agrees that it will not disclose, publish, reproduce, or otherwise make available information that the College identifies to it as confidential without the written authorization of Yavapai College. This requirement survives the completion, termination or cancellation of the resulting contract.

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

Work to be performed by others: The College reserves the right to perform any and all services in-house or may utilize the services of other firms on unrelated projects.

Liability for Taxes: The Contractor assumes complete liability for all taxes applicable to the operations, income, and transactions of the Contractor. The College shall not be liable and will not make reimbursement to the Contractor for any tax imposed either directly or indirectly upon the Contractor by any authority by reason of the resulting contract or otherwise.

Applicable Standard Specifications and Details

This construction contract will be completed in accordance with the plans and specifications as prepared by the Architects and Engineers.

Plans and Specifications

The plans and specifications for this project are under separate cover. The plans and specifications have been prepared by the PROJECT ARCHITECT for this project. By this reference these plans are incorporated into these contract documents.

Permits

Permits, if necessary, are the responsibility of the Contractor. Yavapai College is exempt from local building permitting.

Arizona Contractor's License

All Contractors shall have a current Arizona Contractor's License, A- General Engineering.

Construction Schedule

The total construction duration shall not exceed **one hundred eighty calendar days (180 days)** from the date of the Notice to Proceed and College Purchase Order.

Liquidated Damages

Quad Area Liquidated Damages. The Quad Area, as identified on the contract documents as Phase 1, shall be substantially complete and functionally usable in the option of the College by August 15, 2011. If non-punch list work extends beyond August 15, 2011 for construction within the Quad Area, the following liquidated damages will apply. For each and every calendar day that work remains incomplete after the time specified for the completion of the work in the bid proposal, or as adjusted by the College or the College's authorized representative, the sum per calendar day of \$5,000 may be deducted from monies due to or to become due to the Contractor, not as a forfeit or penalty but as liquidated damages. This sum is fixed and agreed upon between the parties because the actual loss to the College and to the public caused by the delay in completion will be impractical and extremely difficult to ascertain and determine. Liquidated damages will cease upon the date of substantial completion as determined by the Architect.

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

Overall Project Completion Liquidated Damages: Failure to complete 180 days from Notice to Proceed shall subject the contract to liquidated damages. For each and every calendar day that work shall remain incorporated after the time specified for the completion of the work in the bid proposal, or as adjusted by the College or the College's authorized representative, the sum per calendar day of \$250.00 may be deducted from monies due to or to become due to the Contractor, not as a forfeit or penalty but as liquidated damages. This sum is fixed and agreed upon between the parties because the actual loss to the College and to the public caused by the delay in completion will be impractical and extremely difficult to ascertain and determine. Liquidated damages will cease upon the date of substantial completion as determined by the Architect.

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

Hours of Work

Work hours available will be 24 hours a day, Monday through Sunday from the date of Notice to Proceed to August 15, 2011. After August 15, 2011, work hours shall be 7:00 AM to 7:00 PM Monday through Sunday. Any request for changing the work hours shall be submitted for review to the College or the College's authorized representative. Work Schedules during College class times must be coordinated with the College's representative.

Inspections are to be scheduled during regular working hours 7:00 AM to 3:30 PM, Monday through Thursday, excluding holidays, unless otherwise approved by the College or the College's authorized representative. Contractor will provide College with 48 hour notice of inspection.

Key Personnel

It is essential that the contractor provide adequately experienced personnel, capable of and devoted to the successful accomplishment of work, to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions. The Contractor agrees that once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to YC. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify YC, and shall, subject to the concurrence of YC, replace each person with personnel of substantially equal ability and qualifications.

Cooperation Between Contractors

This project is to be coordinated with any and all simultaneous and adjacent construction projects. The Contractor of this project shall initiate and establish a line of formal communication with all Contractors who are doing simultaneous and adjacent construction projects.

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

Work Site Safety

By submission of his/her proposal and/or execution of a contract for this project, the Contractor accepts full and complete responsibility for work site safety for this project. It is recognized that neither the College nor the Architect or their representatives have control of or responsibility for work site safety.

Unauthorized Firearms & Explosives

No person conducting business on College property is to carry a firearm or explosive of any type. All bidders, contractors and subcontractors are to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapons permit. In addition to contract cancellation, anyone carrying a firearm or explosive device will be subject to police and legal action.

Methods and Equipment

Any persons employed by the contractor(s) or any sub-contractor(s), who, in the opinion of YC Facilities Management Department, do not perform their work in a proper and skillful manner, or is intemperate or disorderly, shall at the written request of YC, be removed from the work by the contractor(s) or sub-contractor(s) employing such persons. These persons shall not be employed again in any portion of the work without prior written approval by YC. The contractor(s) or sub-contractor(s) shall hold YC harmless from damages or claims for compensation that may occur in the enforcement, of this section.

Contractor Representative

The Contractor shall be represented at all times during the work. Neither the College nor the Engineer will deal directly with sub-contractors. Instructions and information given by the Engineer to the Contractor's foreman or other on-site representative shall be considered as given to the Contractor.

Pre-Construction and Progress Meetings

A Pre-Construction Meeting shall be scheduled prior to start of construction. The College, Project Engineer, and Contractor shall be present. The sequence of work will be discussed and will be mutually agreed upon to insure that the work is accomplished and completed within the time specified and to allow for inspection and operations flexibility by the College. A schedule of work, list of sub-Contractors, and a list of contacts including emergency numbers will be established and maintained throughout the project.

Weekly progress meetings with the Contractor, Engineer, College representative(s), and other interested parties will be held throughout the life of the contract. The day, time and location of these meetings will be established, by mutual agreement, prior to the beginning of construction. The purposes of these meetings are to establish and maintain lines of communication, report on progress, discuss and resolve problem areas, and such other matters as related to the project. At each meeting the Contractor shall submit, by bar chart or other approved method, a schedule of the types and locations of work expected to be performed over the ensuing two (2) weeks.

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

Submittals

Submittals shall be made in accordance with the Project Specifications.

Construction Stakes, Lines and Grades

The Contractor shall be responsible to hire a surveyor licensed in the State of Arizona to provide construction staking for this project.

Property to Be Used

The Contractor shall restrict his/her operations and equipment to the property indicated and rights-of-way and/or easements to be modified or built upon as part of his/her work and to other staging areas obtained by the Contractor or designated by the College. Disturbance and damages to areas within rights of ways and temporary construction easements shall be restored to preconstruction condition or better, for which payment for shall be included in the bid. Damage to other areas shall be restored to preconstruction condition or better, at the Contractor's expense.

Sanitary Facilities

The Contractor shall provide and maintain adequate sanitary facilities for his/her construction forces on the job site throughout the duration of the project. College facilities are not to be used by contract personnel.

Construction Water

It shall be the responsibility of the Contractor to obtain a water source for his/her water usage. No additional payment shall be made for this item. This work shall be considered incidental and shall be included in the unit price for construction of the appropriate contract pay items.

Quality Control

Quality Control (QC), for this project shall in accordance with the Project Specifications.

Traffic Control (Pedestrian and Vehicular)

A traffic control plan is required at the Pre-construction meeting. Key elements of this plan are as follows:

The Contractor shall maintain convenient traffic access to the campus, all adjacent buildings, instructional space, and parking for the duration of the project.

Dust control shall be monitored and regulated. Campus roads will be kept clean of debris.

The Contractor shall provide the traffic control signs, markings and devices in accordance with the Manual of Uniform Traffic Control Devices and ADOT supplements.

Traffic control will be coordinated with Facilities Management and Campus Police. Notification of street closures must be received a minimum of 3 days in advance. Contractor shall maintain convenient pedestrian access to all campus buildings during the course of construction. The

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

Contractor will be responsible for maintaining access in accordance with ADA guidelines. Coordinate school schedules with College representatives.

Protection of Existing Utilities and Property and Project Site

Contractor shall be held responsible for any damage to existing utilities and property, both public and private, due to Contractor's work. Contractor shall repair or replace any such damaged utilities and property according to the requirements of the Architect at no additional cost to the College. The Contractor shall be responsible for maintaining and protecting the construction area and shall adequately protect the public, in and around the construction area. Contractor shall conduct the work to ensure the least possible inconvenience to the general public and adequate protection of persons and property in the work vicinity. If a hazardous condition is observed and the College notifies the Contractor either directly or by telephone, the Contractor shall correct the situation immediately.

Contractor(s) shall not dump spoils or waste material on private or public property without first obtaining written permission from the Owner for such dumping.

Warranty and Manuals

Each bid offer must include a complete and exclusive statement of the product warranty (if applicable). Maintenance and Operating manuals are required when applicable. All workmanship must be warranted for minimum of (2) two years.

Codes

All current accepted standards for trades shall be in accordance with the latest International Building Code and YC Guideline Standards. All plumbing shall be in accordance with the International Association of Plumbing and Mechanical Officials Uniform Plumbing Code. All electrical shall be in accordance with the National Electrical Code of the National Fire Protection Association. All other trades must comply with applicable codes.

Terms of Payment: The College will issue a Purchase Order for purposes of invoicing and payment. Each progress payment will be itemized to reflect actual work completed as well as the product and services provided for the specific period billed.

Requests should be submitted by means of AIA Document G702.

Indemnification: The contractor will indemnify, defend and hold harmless the College, including its directors, officers, employees, students, consultants and agents, from and against any claims, demands, loss, damage or expense relating to any third-party infringement claim, bodily injury or death of any person or damage to real and/or tangible personal property incurred while such other party is performing activities under the auspices of the Agreement if and to the extent such is caused by the negligent or willful acts or omissions of the indemnifying party, its personnel or agents in the performance of activities described in or called for in the implementation of the Agreement.

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

Entire Agreement: The resulting contract expresses the totality of the terms of the agreement between the parties. Any verbal representation shall have no force or effect whatsoever. Any amendment to this contract upon agreement by both parties shall supersede and replace any and all prior agreements between the parties with respect to the subject matter covered by the resulting contract. The parties each represent that no promises, representations or inducements have been made by the other party with respect to the subject matter of the resulting contract, except as specifically set forth herein. The resulting contract may not be changed, altered, modified or amended except by an agreement in writing signed by both parties.

No Liens: Contractor shall keep the College free and clear of any and all liens asserted by any person or firm for any reason arising out or as a result of the furnishing of goods and/or services by or to Contractor by any third party.

Waiver: No waiver shall be deemed to be made by any party of any right under the resulting contract unless the waiver is in writing signed by the waiving party. Each waiver, if any, shall be a waiver only with respect to the specific instance involved. No waiver shall impair the rights of the waiving party or the obligations of the other party in any other respect at any other time.

Assignment: Contractor shall not, directly or indirectly, in whole or in part, sell, transfer, assign, convey, pledge, encumber or otherwise dispose of the resulting contract without first obtaining the written consent of the College's Director of Procurement and Contracts or her designee.

Binding Effect: The parties agree that the resulting contract shall be binding upon their respective successors, assigns or transferees of any nature, if assignment and/or transfer are permitted in accordance with the terms of the resulting contract.

Governing Law: Any disputes regarding the resulting contract shall be governed by and construed in accordance with the laws of the state of Arizona, excluding its choice of law provisions. Both parties hereby irrevocably submit to the personal jurisdiction of the United States District Court for the District of Arizona or the Court of Common Pleas of Yavapai County, Arizona in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agree that all claims in respect to any such action or proceeding may be heard or determined in either such court.

The Contractor shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government, bureau, or department applicable to the performance of the services described herein. The College agrees to provide all cooperation reasonably necessary for such compliance. In addition, the Contractor shall also comply with all College policies and regulations currently and/or in the future pertain to service under the resulting contract. These laws, ordinances, regulations, and policies shall apply to the resulting contract throughout, and they will be deemed to be included in the resulting contract the same as though written out in

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

full and shall indemnify, hold harmless, and defend the College from any and all costs or expenses whatsoever arising out of Contractor's compliance or noncompliance therewith.

Compliance with Immigration Laws: As required by Arizona Revised Statutes Section 41-4401 (Government procurement; E-verify requirement; definitions) the resulting contractor warrants that it complies with all federal immigration laws and regulations, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the resulting Contractor. The resulting Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under the resulting contract shall be deemed a material breach of the resulting contract, and is grounds for penalties, including termination of the resulting contract, by the College. The College retains the legal right to inspect the documents of any Contractor, subcontractor and sub-subcontractor employee who performs work under the resulting contract, and to conduct random verification of the employment records of the resulting Contractor and each subcontractor and sub-subcontractor who works on the resulting contract, to ensure that the resulting Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The resulting Contractor shall defend, indemnify and hold harmless the College, its District Governing Board members, officers, employees and agents from and against any and all claims and demands of any nature, including fines, penalties and expenses of litigation, for which the College is found, or is alleged to be, liable arising out of the breach of any warranties of the resulting Contractor or any subcontractor or sub-contractor as specified in this paragraph.

Scrutinized Business Operations: Pursuant to A.R.S. § 35-397, the Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.

Equal Opportunity and Affirmative Action: The College is committed to Equal Opportunity and Affirmative Action. The successful Contractor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, age, physical ability, or marital status and follow all state and federal laws pertaining to Equal Opportunity Employment.

Contract Status: The response to this IFB will be considered as an offer to contract. After final negotiations, the College in accordance with the section below will issue an acceptance of the IFB offer.

Contract Format:

This contract shall consist of this Invitation for Bid document and the bid offer response submitted by the contractor, as may be found responsible, responsive and approved by YC. In the event of a conflict in language between the two documents, the provisions of YC's Invitation for Bid shall govern. YC's Invitation for Bid shall govern in all other matters not affected by a written contract. All previous contracts between the bidder and YC are not

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

applicable to this contract or other resultant contracts. Any contracted contractor document(s) that conflict with the language and requirements of YC's solicitation are not acceptable and void the contract.

Term of Contract: The term of any resultant contract shall commence on the date of award and shall be completed per the contract deadline unless terminated, canceled, extended or renewed as otherwise provided herein. Resultant contract is non-transferable and cannot be assigned by the contractor without the approval of the Procurement and Contract Management department; and then only when all prices, discounts, terms and conditions of the original bid documents and contract award remains unchanged.

Solicitation and Contract Modifications: This solicitation may only be modified by a written Addendum issued by the Procurement and Contract Management Department. A resulting contract may only be modified by a written Contract Modification issued by the Procurement and Contract Management Department. YC departments and contractors are not authorized to modify any portion of this solicitation or resulting contract without the written approval of the Procurement and Contract Management Department and issuance of an official modification notice.

Contract Assignment or Sub Contract: The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the College.

Gratuities: The College may, by written notice, terminate this Contract, in whole or in part, if the College determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the College for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The College, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

Contract Documents: The Call for Bids, Plans, Specifications, Special Provisions, Addenda (if any), Bid Proposal and Schedule (as accepted by the Owner), this Contract, and any Performance Bonds, Payment Bonds, Certificates of Insurance, and Change Orders are by this reference the Contract Documents and are made a part of the Contract to the same extent as if set forth herein in full.

Time of Completion: The Contractor covenants and agrees at the Contractor's 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 the Contracts, 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 Proposal.

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

Payments to Contractor: For and in consideration of the faithful performance of the work herein embraced as set forth in the Contract Documents, and in accordance with the directions of the Owner, through its Architect and to its satisfaction, the Owner agrees to pay the Contractor the amount earned, computed from actual quantities of work performed and accepted and to make such payment in accordance with applicable Arizona Revised Statutes, after final inspection and acceptance of the work.

The Owner by mutual agreement may make progress payments on contracts of less than ninety days and shall make monthly progress payments on all other contracts as provided for in this paragraph. Payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under such Contract may include payment for material and equipment, but to ensure the proper performance of such Contract, the Owner shall retain ten per cent (10%) of the amount of each estimate until final completion and acceptance of all material, equipment and work covered by the Contract. An estimate of the work submitted shall be deemed approved and certified for payment after seven (7) days from the date of submission unless before that time the Owner or Owner's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the work that are not approved for payment under the Contract. The Owner may withhold any amount from the progress payment sufficient to pay the expenses the Owner reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before Thirty (30) days after the estimate of the work is certified and approved. The estimate of the work shall be deemed received by the Owner on submission to any person designated by the Owner for the submission, review or approval of the estimate of the work.

When the Contract is fifty per cent (50%) completed, one-half (1/2) of the amount retained, including any securities substituted as set forth below, shall be paid to the Contractor upon the Contractor's request, provided the Contractor is making satisfactory progress on the Contract and there is no specific cause or claim requiring a greater amount to be retained. After the Contract is fifty per cent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments made under the Contract may be retained, providing the Contractor is making satisfactory progress on the project, except that if at any time the Owner determines satisfactory progress is not being made, ten per cent (10%) retention shall be reinstated for all progress payments made under the Contract subsequent to the determination.

Upon completion and acceptance of each separate Utility System, public work or other division of the Contract on which the price is stated separately in the Contract, except as qualified below, payment may be made in full, including retained percentages thereon, less authorized deductions. In preparing estimates, the material and equipment delivered on the site to be incorporated in the job shall be taken into consideration in determining the estimated value by the Architect or Engineer.

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

Ten percent (10%) (or five percent (5%) if the Contractor is making satisfactory progress) of all estimates shall be retained by the Owner as a guarantee for complete performance of the Contract, to be paid to the Contractor within sixty (60) days after completion or filing notice of completion of the Contract. Retention of payments by the Owner longer than sixty (60) days after final completion and acceptance requires a specific written finding by the Owner of the reasons justifying the delay in payment. The Owner may not retain any moneys after sixty (60) days which are in excess of the amount necessary to pay the expenses the purchasing agency reasonably expects to incur in order to pay or discharge the expenses determined by the Owner in the finding justifying the retention of moneys.

Payments to Sub-Contractors: The Contractor shall pay to his/her Subcontractors or material suppliers, and each Subcontractor shall pay to his/her Subcontractor or material supplier, within seven (7) days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the Contractor or Subcontractor on account of the work performed by his/her Subcontractors, to the extent of each such Subcontractor's interest therein, except that no Contract for construction may materially alter the rights of any Contractor, Subcontractor or material supplier to receive prompt and timely payment. Any diversion by the Contractor or Subcontractor or payments for work performed on a Contract, or failure to reasonably account for the application or use of such payments, constitutes grounds for disciplinary action by the Registrar of Contractors. The Subcontractor or material supplier shall notify the Registrar of Contractors and the Owner in writing of any payment less than the amount or percentage approved for the class or item of work as set forth in that Section.

Nothing herein prevents the Contractor or Subcontractor, at the time of application and certification to the Owner or Contractor, from withholding such application and certification to the Owner or Contractor for payment to the Subcontractor or material supplier for unsatisfactory job progress, defective construction work or materials not remedied, disputed work or materials, third-party claims filed or reasonable evidence that a claim will be filed, failure of a Subcontractor to make timely payments for labor, equipment and materials, damage to the Contractor or another Subcontractor, reasonable evidence that the Subcontract cannot be completed for the unpaid balance of the Subcontract sum, or a reasonable amount for retention that does not exceed the actual percentage retained by the Owner.

Damages Upon Delay: Negotiations between the Owner and the Contractor for the recovery of damages related to expenses incurred by the Contractor for a delay for which the Owner is responsible, which is unreasonable under the circumstances and which was not within the contemplation of the parties to the Contract, are provided under this Contract. This item shall not be construed to void any provision in the Contract which requires notice of delays, provides for arbitration or other procedure for settlement, or provides for liquidated damages.

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

INSURANCE REQUIREMENTS

Prior to commencing services under this contract, contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons and damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, subcontractors, or sub-subcontractors.

The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of AVII or better, or approved unlicensed to do business in the State of Arizona with policies and forms satisfactory to the Owner.

All requirements herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the Owner, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the Owner shall not contribute to it.

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

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Owner, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

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

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

The insurance policies, except Workers' Compensation, required by this Contract shall name the Owner, its agents, officers, officials and employees as Additional Insured's.

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

REQUIRED COVERAGE

General Liability:

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$2,000,000 per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insured), personal injury, broad form property damage, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of the resulting contract.. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

If required by this Contract, the Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this contract, an Owner's and Contractor's Protective Liability insurance policy for bodily and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

Automobile Liability:

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work.

Workers' Compensation:

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$100,000 per disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

Builders' Risk (Property) Insurance:

The Contractor shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of the Owner, the Contractor, and all Subcontractors and Sub-Subcontractors in the work during the life of the Contract and course of construction, and shall continue until the work is completed and accepted by the Owner. For new construction projects, the Contractor agrees to assume full responsibility for loss or damage to the work being performed and to the buildings under construction. For renovation construction projects, the Contractor agrees to assume responsibility for loss or damage to the work being performed at least up to the full amount of the Contract Amount, unless otherwise required by the Contract Documents or amendments thereto.

Builders' Risk insurance shall be on an all-risk policy form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property becomes Contractor's control and/or responsibility, and continue without interruption during construction or renovation or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. The Builders' Risk insurance shall be primary and not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of the Owner, the Contractor will be responsible for providing property insurance for these exposures under a Boiler Machinery policy.

Required coverage's may be modified by an amendment to the Contract Documents.

Professional Liability Insurance

The Contractor shall maintain professional liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

CERTIFICATES OF INSURANCE:

The Successful bidder shall furnish annually to the College, a certificate or certificates of insurance from an insurance company licensed to do business in the State of Arizona showing that the prescribed policies are in force and effect and each certificate shall provide that the insurance company shall not change or cancel any insurance until the College has been notified, in writing, at least thirty (30) days before the date of *change* or cancellation. Additionally, the Contractor agrees to provide evidence that its management employees are bonded and add the

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

college as an additional insured. Submission on the required documents shall be due before the start of each contract year.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title.

The Contractor hereby agrees to indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the project, their officers, employees, agents and representatives from all suits, actions, losses, damages, expenses, costs or claims of any character or any nature brought on account of any injuries or damages sustained by any person(s) or property arising out of the work done in fulfillment of the construction or the improvement under the terms of these Contract Documents, or on account of any act or omission by the Contractor or his/her agents, or from any claims or amounts arising or recovered under Worker's Compensation laws, or any other law, by-law, ordinance, order or decree.

Applicable Law: This contract shall be governed by YC and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Invitation for Bid and resultant contract or in statutes or ordinances pertaining specifically to YC. This contract shall be governed by State of Arizona law and suits pertaining to this contract may only be brought in State of Arizona courts.

Arbitration: This contract is subject to arbitration to the extent required by law.

Severability: If any part of the resulting contract is ever ruled to be invalid, illegal, or unenforceable by a court or other body of competent jurisdiction, the remainder of the resulting contract shall continue in full force and effect and shall be deemed modified to the minimum extent necessary to make it enforceable.

Interpretation of Parol Evidence: This contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the contract, unless the signing of a subsequent contract is specifically called for in this Invitation for Bid. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Rights and Remedies: No provisions of this Invitation for Bid document or in the contractor's bid response offer shall be construed, expressly or by implication, as a waiver by YC of any existing or future right and/or remedy available by law in the event of any claim of default or

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

breach of contract. The failure of YC to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, shall not release the contractor from any responsibilities or obligations imposed by the contract or by law, and shall not be deemed a waiver of any right of YC to insist upon the strict performance of the contract.

Overcharges by Antitrust Violations: YC maintains that, in actual practice, overcharges resulting from antitrust violations are returned to YC. Therefore, to the extent permitted by law, the contractor hereby assigns to YC any and all claims for such overcharges as the goods and/or services used fulfill the contract.

Force Majeure: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; mobilization; labor disputes, civil disorders; fire; floods; lockouts; injunctions-intervention-acts; or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results of effects of the force majeure prevent the party from resuming performance in accordance with the contract.

- A. Force majeure shall not include the following occurrences:
- B. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- C. Late performance by a subcontractor unless the delay arises from a force majeure occurrence in accordance with this force majeure clause. All subcontractors are the responsibility of the Contractor.

Any delay or failure in performance by either party shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or mailed Certified Return Receipt and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the contract.

7. COMPANY INFORMATION

Date: _____

Purchasing & Contracting Representative
YAVAPAI COLLEGE
1100 E SHELDON
PRESCOTT, AZ 86301

Ladies/Gentlemen:

In compliance with your invitation for bids and all conditions of the Contract Documents the undersigned _____

a corporation organized under the laws of the State of _____

a partnership consisting of _____

or individual trading as _____

of the College/City of _____

hereby proposes and agrees to furnish any and all plans, materials, labor, construction equipment, services, transportation, taxes, and permits required for performing all work for the construction of CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEMS IFB #11-612 and to construct the same and install the material therein for the College in a good and workmanlike and substantial manner and to the satisfaction of the College through its Architects and strictly pursuant to and in conformity with the Specifications and Plans prepared by the Engineers for the College or their properly authorized agents for the following amounts:

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

8. BASE BID

		BASE BID	
Item 1.	Total Base bid for construction of Clarkdale CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEMS	\$	(use numbers)
			Dollars (use letters)

Receipt of Addenda Acknowledgment		
Addendum No.	Date of Acknowledgment	Initials
01		
02		
03		
04		
05		
06		
07		

The lowest responsible and responsive bidder is to be determined per Yavapai College Procurement and Contract Management requirements. The College reserves the right to reject any and or all bids or to waive any informalities in any bid deemed to be for the College's best interests.

The undersigned hereby declares that he/she has visited the site and has carefully examined the Contract Documents relating to the work covered by the above bid or bids.

Enclosed herewith is a certified, cashier's check or Surety Bond (Bid Bond) payable to YAVAPAI COLLEGE in the amount of _____ which is ten percent (10%) of the total amount bid on all bid schedules. This check or bond is submitted as a guarantee that the undersigned will enter into a contract and furnish the required bond in the event a contract is awarded to the undersigned. The bid security attached without endorsement is to become the property of YAVAPAI COLLEGE in the event the contract and bonds are not executed within the time set forth as liquidated damages for delay and additional work caused thereby.

Upon receipt of Notice of Award of this bid the undersigned will execute the formal Contract Documents attached as Appendix A to the bid packet.

The undersigned agrees to complete all work on the 1st phase within Ninety (90) calendar days and the remainder of the project within one hundred eighty (180) calendar days from the date of issuance of the Notice to Proceed. If the project elements noted are not completed within the specified time and dates noted above, liquidated damages will be applied in the amount stated previously (Section #6 - Terms and Conditions, page 18) per calendar day thereafter until completion.

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

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

AGENT PROVIDING BID BOND: CONTACT INFORMATION	
Name	
Address	
Phone	

The undersigned is the holder of
Arizona State Contractor s License No. _____ and Classification _____

Respectfully submitted,

CONTRACTOR Signature	Witness Signature

_____	Corporate Seal

Bidders Full Address

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

9. OFFER AND ACCEPTANCE

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

Company Name	
Contact Name (For clarification of this offer)	
Address	
City, State, and Zip	
Phone:	
Fax:	
E-mail	
Federal Employer Identification No	
Arizona Transaction (Sales) Privilege Tax License No	
Tax Rate (%)	
Phone:	
Fax:	
Signature of Person Authorized to Sign Offer	
Printed Name	
Title	

CERTIFICATION

By signature in the Offer section above, the Offeror also certifies the signer is fully authorized to sign on behalf of the Offeror listed and to fully bind the company to all conditions and provisions thereof.

ACCEPTANCE OF OFFER

The offer is hereby accepted. The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the School District/public entity.

This contract shall henceforth be referred to as Contract No. IFB # 11-612

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.

Awarded this _____ day of _____, 2011

AUTHORIZED SIGNATURE—YAVAPAI COLLEGE

10. CONTRACTOR'S LICENSE (SUBMIT COPY)

11. AFFIDAVIT OF NON COLLUSION

STATE OF _____

County of _____

_____ being first duly sworn, deposes and says:

THAT he/she is Project Executive of

Title: _____
Insert Name of Bidder

who submits herewith to YAVAPAI COLLEGE, a bid proposal called
Clarkdale Campus Underground Utility Distribution Systems, IFB # 11-612

THAT all statements of fact in such proposal are true;

THAT said proposal was not made in the interest of or on behalf of any undisclosed person
partnership company association organization or corporation;

THAT said bid proposal is genuine and not collusive or a sham;

THAT said bidder has not directly or indirectly by agreement communication or conference with
anyone attempted to induce action prejudicial to the interest of YAVAPAI COLLEGE or of any
bidder or anyone else interested in the proposed Contract and further:

1. Did not directly or indirectly induce or solicit anyone else to submit a false or sham bid proposal;
2. Did not directly or indirectly collude conspire connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal or that anyone should refrain from bidding or withdraw his her proposal;
3. Did not in any manner directly or indirectly seek by agreement communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else or to raise or fix any overhead, profit, or cost element of his proposal price or of that of anyone else;
4. Did not directly or indirectly submit his proposed price or any breakdown thereof or the contents thereof or divulge information or data relative thereto to any corporation partnership company association organization bid depository or to any member or agent thereof or to any individual or group of individuals, except the YAVAPAI COLLEGE, or to any person or persons who have a partnership or other financial interests with said bidder in his her business.

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

BY: _____

STATE OF ARIZONA

County of _____

The foregoing instrument was subscribed and sworn to before me this

_____ Day of _____ 2011

Notary Public

My Commission Expires: _____

12. SURETY BOND (BID 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 _____

and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, as Surety (hereinafter called the Surety) are held and firmly bound unto YAVAPAI COLLEGE as Obligee in the sum of ten percent (10%) of the total amount of the bid of Principal submitted by him her to YAVAPAI COLLEGE for the work described below for the payment of which sum well and truly to be made the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors, and assigns, jointly and severally, firmly by these presents and in conformance with Arizona Revised Statutes.

WHEREAS the said Principal is herewith submitting its proposal for the Prescott Campus Chiller Plant Site Piping Distribution System IFB # 11-612

NOW, THEREFORE, if YAVAPAI COLLEGE shall accept the bid proposal of the Principal and the Principal shall enter into a contract with YAVAPAI COLLEGE in accordance with the terms of the Bid 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 materials furnished in the prosecution of the contract; or in the event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the Principal pays to YAVAPAI COLLEGE the difference not to exceed the penalty of the bond between the amount specified in the Bid Proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the Bid 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.

Signed and sealed this _____ day of _____ 2011

Company:	
Principal:	
Title:	

Surety Provider:	Witness:
Surety:	
Title:	Witness:

YAVAPAI COMMUNITY COLLEGE DISTRICT
CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612

(Insert Copy of Surety Document)

14. BIDDER'S EXPERIENCE AND QUALIFICATIONS

The Contractor shall have a minimum of five years practical experience and successful history in the installation of public buildings.

The Bidder shall list below three projects completed in the last five years of similar size and complexity to work described in these Contract documents.

1.	Project:		
	Amount:		
	Owner:		
	Contact:		
	Telephone		
	Completion Date:		
2.	Project:		
	Amount:		
	Owner:		
	Contact:		
	Telephone		
	Completion Date:		
3.	Project:		
	Amount:		
	Owner		
	Contact:		
	Telephone		
	Completion Date:		
Bidder Signature:			Date:

15. 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 PRESENT That, _____ (hereinafter called the Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and duly licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its principal office in the City/Town of _____, (hereinafter called the Surety) as Surety, are held firmly bound unto the _____ of _____ (hereinafter called the Obligee) in the amount of _____, (\$_____) 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 _____, 20____, to construct the CLARKDALE CAMPUS UNDERGROUND UTILITY DISTRIBUTION SYSTEM IFB #11-612, 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 Principal shall faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract with or without notice to the Surety, and during the life of any guaranty required under the contract and also performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; the above 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, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in the Agreement.

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

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

AGENCY OF RECORD

AGENCY ADDRESS

PRINCIPAL (SEAL)

BY: _____

SURETY

BY _____

16. 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 _____ and _____ duly
licensed and possessing a certificate of authority to transact surety business in the State of Arizona, with its
principal office in the City/Town of _____, (hereinafter called the Surety) as Surety, are held
firmly bound unto the _____ of _____ (hereinafter called the Obligee)
in the amount of _____, (\$ _____) 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 _____, 20____, to construct the CLARKDALE CAMPUS UNDERGROUND UTILITY
DISTRIBUTION SYSTEM IFB #11-612 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 Principal promptly pays all
moneys 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, and Article 2, Arizona Revised Statutes to the
same extent as if they were copied in length in this Agreement.

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

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

AGENCY OF RECORD

AGENCY ADDRESS

PRINCIPAL (SEAL)

BY: _____

SURETY

BY _____

17. RECORD OF HYDRONIC PIPING EXPERIENCE

1.	Date of Project	
	Location of Project	
	Project Scope	
	Project Reference:	
	Company Name	
	Contact Name:	
Phone:		

2.	Date of Project	
	Location of Project	
	Project Scope	
	Project Reference:	
	Company Name	
	Contact Name:	
Phone:		

18. FORM W-9

Request for Taxpayer Identification Number and Certification

Return to Purchasing & Contracting Dept. 928-776-2048 Phone 928-776-2193 Fax purchasing@yc.edu	Yavapai Community College District Substitute W-9 & Vendor Authorization Form	DO NOT SEND TO IRS
--	--	---------------------------

► Taxpayer Identification Number (TIN)		<input type="checkbox"/> Employer ID Number (EIN) <input type="checkbox"/> Social Security Number (SSN)
---	--	--

BUSINESS ► LEGAL NAME & DBA if applicable: (must match TIN above)	
---	--

Do you collect Sales Tax on behalf of the State of Arizona? Yes No

If "Yes" please provide Arizona License # _____ and sales/use tax rate charged _____ % DUNS# _____

► REMIT TO ADDRESS:	
NAME:	
ADDRESS:	
ADDRESS LINE 2:	

CITY:		ST:		ZIP:	
PHONE:		FAX:		E-Mail	

► PROCUREMENT ADDRESS:	
CONTACT NAME:	
ADDRESS:	

CITY:		ST:		ZIP:	
WEBSITE		E-Mail		PO will be e-mailed to vendor if information is provided	
PHONE:		FAX:			

► ENTITY AND CONTRACT TYPE - check all that apply					
<input type="checkbox"/> Individual (not a business)	<input type="checkbox"/> Sole proprietor (individually owned business)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Employee Owned	<input type="checkbox"/> State Contract Vendor	
<input type="checkbox"/> US Communities Contract	<input type="checkbox"/> E & I Contract	<input type="checkbox"/> Mohave Contract	<input type="checkbox"/> Save Contract	<input type="checkbox"/> Other Cooperative Contract	

Please check all that apply to your business for Federal Supplier Type:		
Service Disabled Veteran Owned (VD) <input type="checkbox"/>	Small Disadvantaged (SD) <input type="checkbox"/>	Women Owned (WO) <input type="checkbox"/>
Veteran Owned (VO) <input type="checkbox"/>	Minority Institution (MI) <input type="checkbox"/>	HUB Zone (HZ) <input type="checkbox"/>

► CERTIFICATION
Under penalties of perjury, I certify that: <ol style="list-style-type: none"> 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me I am no longer subject to backup withholding, 3. I am a U.S. person (including a resident alien). Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding

Signature of U.S. Individual	Date:
------------------------------	-------