

**SERIAL 13006 ROQ CONTRACTORS TO PROVIDE DEMOLITION, CLEARING, GRUBBING,
REMOVAL/DISPOSAL NON-HAZARDOUS WASTE**

DATE OF LAST REVISION: May 05, 2016

CONTRACT END DATE: May 31, 2017

AMENDMENT #1 (DTD. 11/12/13) With an effective date of **October 29th, 2013** the following contractual language has been revised in Section 3.5 (Bond Requirement) to the following:

CONTRACT PERIOD THROUGH MAY 31, ~~2016~~ 2017

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **CONTRACTORS TO PROVIDE DEMOLITION, CLEARING,
GRUBBING, REMOVAL/DISPOSAL NON-HAZARDOUS WASTE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 08, 2013**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

SA/at
Attach

Copy to: Office of Procurement Services
Don Jeffrey, FMD

BREINHOLT CONTRACTING CO, INC, 1955 W COMMERCE AVE, GILBERT, AZ 85233

PRICING SHEET: 91219, 91238, 91240

Terms: NET 30

Vendor Number: 2011003140 0

Telephone Number: 602-322-1100

Fax Number: 480-497-4677

Contact Person: Benson Bashford

E-mail Address: benson@breinholtinc.com

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2016 2017.**

DICKENS QUALITY DEMOLITION, LLC, 1111 N 19TH AVE, PHOENIX, AZ 85009

PRICING SHEET: 91219, 91238, 91240

Terms:	NET 30
Vendor Number:	2011003141 0
Telephone Number:	602-258-8088
Fax Number:	602-258-8139
Contact Person:	Craig Kotrys
E-mail Address:	ckotrys@dickensquality.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending May 31, 2016 2017.

EXPIRE 05/31/16

INTERSTATE CONSTRUCTION SERVICES, LLC, 600 W GRANT ST, PHOENIX, AZ 85003

PRICING SHEET: 91219, 91238, 91240

Terms: _____ NET 30

Vendor Number: _____ 2011003137 0

Telephone Number: _____ 602 257 8000

Fax Number: _____ 602 257 9100

Contact Person: _____ Bernadette Kesler

E-mail Address: _____ bkesler@ies-phoenix.com

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending May 31, 2016.

CONTRACTORS TO PROVIDE DEMOLITION, CLEARING, GRUBBING, REMOVAL/DISPOSAL NON-HAZARDOUS WASTE

1.0 **INTENT:**

The intent of this solicitation is to establish a contract to provide Demolition, Clearing, Grubbing, and the Removal and Disposal of Non-hazardous Solid Waste. The work may be located at various locations throughout Maricopa County or western Pinal County. Maricopa County will assign a Project Manager to coordinate each project with the Contractor.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.6 and 2.7, below). As used in this solicitation, the terms “Maricopa County” and “County” additionally refer to special districts whose boards of directors are the Maricopa County Board of Supervisors.

The County reserves the right to add additional contractors, at the County’s sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County’s needs.

2.0 **SCOPE OF WORK:**

2.1 TYPES OF SERVICES TO BE PROVIDED:

2.1.1 DEMOLITION:

2.1.1.1 Demolition work includes demolition of structures and/or site improvements and subsequent removal and disposal of the demolition waste including any on-site materials, and/or non-hazardous solid waste.

2.1.1.1.1 The Contractor shall execute the demolition work in an orderly and careful manner with due consideration for existing structures, including parts of the surrounding areas, structures, and vegetation which are to remain as is.

2.1.1.1.2 Demolition operations shall be conducted to avoid interfering with adjacent roads, streets, drives, walks, service lines and the like. The Contractor shall barricade and cover, as necessary, to protect pedestrians, workmen, and adjacent properties.

2.1.1.1.3 On completion of demolition work, the Contractor shall leave the property and adjacent areas satisfactorily clean as approved by Maricopa County’s Project Manager.

2.1.1.1.4 The Contractor shall only perform demolition activities during daylight hours or limited hours if the local jurisdiction prescribes, and between Monday through Friday (excluding federal holidays) unless Maricopa County’s Project Manager authorizes additional working hours.

2.1.1.2 The primary types of structures to be demolished are residential structures and their associated features which may include, but are not necessarily limited to, carports, detached garages, storage sheds, swimming pools, septic tanks, concrete slabs, fences, driveways and sidewalks.

2.1.1.2.1 Other types of structures requiring demolition may include, but are not limited to, mobile trailers, manufactured homes, farm structures, barns, corrals, silos, commercial or industrial buildings, and institutional buildings.

2.1.1.3 Material removed under this Contract, which is not to be salvaged or reused, shall become the property of the Contractor and be promptly removed from the site. The Contractor shall not store or permit debris to accumulate on the site.

2.1.2 CLEARING AND GRUBBING:

2.1.2.1 Clearing and grubbing work shall include the removal and disposal of all specified vegetation including trees, cacti, and shrubs. Removal of fencing, trunks and the root systems may also be required.

2.1.2.1.1 The Contractor shall comply with the Arizona Native Plant Law when applicable.

2.1.2.1.2 The Contractor is encouraged to salvage native vegetation at their expense or allow tree salvage companies to salvage the plant material prior to clearing and grubbing activities given that the plant salvage does not affect the work schedule.

2.1.2.1.3 If holes or depressions are created during the clearing and grubbing or salvage operations, the Contractor shall backfill with clean fill material.

2.1.2.1.4 The Contractor shall only perform clearing and grubbing activities during daylight hours, or limited hours, if the local jurisdiction prescribes, and between Monday through Friday (excluding federal holidays) unless Maricopa County's Project Manager authorizes additional working hours.

2.1.3 NON-HAZARDOUS WASTE REMOVAL AND DISPOSAL:

2.1.3.1 This task includes the removal and disposal of non-hazardous solid waste that was disposed of legally or illegally on property owned or maintained by Maricopa County. The solid waste debris may include, but not be limited to, construction and demolition debris, municipal debris, discarded tires, abandoned vehicles, and landscaping debris.

2.1.3.2 The removal and disposal activities shall adhere to the general conditions described in Section 4.0. The Contractor shall only perform waste removal and disposal activities during daylight hours and between Monday through Friday (excluding federal holidays) unless Maricopa County's Project Manager authorizes additional working hours.

2.1.4 REGULATORY REQUIREMENTS:

2.1.4.1 The Contractor shall procure and pay for necessary permits or certificates required to complete the specified work.

2.1.4.2 The Contractor shall make required notifications and comply with all current applicable Federal, State and local laws, statutes, rules, regulations or ordinances.

2.1.4.3 Specific permits required may include, but are not limited to, dust control permits, plant salvaging permits, highway permits, NESHAP permits, and earth moving permits.

2.1.5 UTILITIES:

- 2.1.5.1 All water, drinking water; lighting, temporary electric power, heat and telephone service shall be arranged and provided for as per requirements of the work by Contractor at their expense.
- 2.1.5.2 The Contractor shall verify that the utilities servicing the structures are disconnected back to the property line prior to demolition activities.
- 2.1.5.3 The County's Project Manager will attempt to determine the location of all underground utilities and drainage pipes, culverts, and structures; however, it shall be Contractor's responsibility to cooperate with the pertinent utility companies so that any obstructing utility installation(s) may be adjusted.
- 2.1.5.4 The Contractor shall protect active utility service lines, indicated or discovered during work. Should the Contractor's operations result in damage to any utility, the Contractor shall assume full responsibility for such damage. The cost for the repair of any damage to utilities and any loss of revenue due to the loss of service of a utility that in any way is caused by the contractors actions shall be the sole responsibility of the contractors at no cost to the project, owner, or engineer.
- 2.1.5.5 The cost for the repair of any damage to utilities and any loss of revenue due to the loss of service of a utility that is in any way caused by the Contractor's actions shall be the sole responsibility of the Contractors at no cost to the project, owner, or engineer.
- 2.1.5.6 Contractor shall contact Arizona Blue Stake a minimum of one (1) week before beginning any underground work. In addition, Blue Stake notification(s) shall be maintained on a current basis.

2.1.6 ASBESTOS AND HAZARDOUS MATERIALS:

- 2.1.6.1 All structures will be surveyed for asbestos and the identified asbestos building material will be removed prior to the demolition.
- 2.1.6.2 Any removal of asbestos shall be compliant with the National Emission Standard for Hazardous Air Pollutants (NESHAP) program.
- 2.1.6.3 Discovery of concealed suspect asbestos-containing materials or other hazardous materials during demolition, clearing and grubbing, or solid waste removal shall be cause for stoppage of work until the County's Project Manager or their representative inspects, samples, and specifies appropriate remediation.

2.1.7 GRADING:

- 2.1.7.1 The Contractor shall not leave large ruts, equipment depressions, or create elevated ramps, on or off loading foundations, or unlevelled soil.
- 2.1.7.2 The Contractor shall return the site to existing grades.
- 2.1.7.3 The Contractor (where applicable), shall backfill, with clean fill material, any remaining depression due to the removal of structures, vegetation, or solid waste and grade to a maximum six (6) horizontal to one (1) vertical slope.
- 2.1.7.4 The Contractor is not expected to haul to the site additional soils; however, the Contractor can grade soils, or move soils onsite to accomplish the scope of work.

2.1.8 WASTE REMOVAL & DISPOSAL:

2.1.8.1 Contractor shall remove all construction and demolished waste, including any other items found on site such as buried items and foundations, which were excavated during this assigned task.

2.1.8.2 The Contractor will not haul soil from the property unless it is inseparable from debris being removed.

2.1.8.3 The Contractor shall furnish to Maricopa County's Project Manager a listing of all truck license numbers and waste container license numbers, tare weights for the truck and container/trailer combinations for each day of the project hauling.

2.1.8.3.1 For each delivery of waste, the Contractor shall furnish to the Maricopa County's Project Manager a copy of the Transaction Receipt listing the following information:

2.1.8.3.1.1 Name of the disposal facility, transfer station facility, processing facility or recycling center;

2.1.8.3.1.2 Date of transaction;

2.1.8.3.1.3 Waste type and classification logged time and weight (certified scale) in pounds or other applicable units;

2.1.8.3.1.4 Applicable charges (including surcharges, if any).

2.1.8.4 The Contractor may segregate waste for the purposes of hauling to landfills or recyclers.

2.1.8.5 **The Contractor is required to obtain all permits for recycling or sorting, if necessary.**

2.1.8.6 The segregation of waste may be authorized for temporary use and not to result in delay of the contract scope.

2.1.8.7 Stockpiled and/or mounds of waste shall not remain on the property for more than one working day unless the waste/debris is containerized.

2.1.8.7.1 Stockpiled materials/debris/waste may require containerization, as prescribed in a separate scope of work and directed by Project Manager.

2.1.8.8 In the event the Contractor separates waste, possibly resulting in recyclable waste, Maricopa County shall not be responsible for loss or damage to any portion of the recovery process, placement or recycling project activities established by the Contractor.

2.1.9 PROJECTS' SCOPE OF WORK:

2.1.9.1 Prior to each project, the County Project Manager shall prepare a scope of work to include details such as project location, approximate size of structure(s), and other relevant information.

2.1.9.1.1 The Project Manager shall either schedule a site walk or allow prospective Contractors to inspect the project property on their own prior to the Bid Submittal.

2.1.10 GENERAL REQUIREMENTS:

The Contractor shall be responsible for all permits and review fees.

2.1.10.1 The Contractor is specifically reminded of the need to obtain the necessary Maricopa County dust control permits for any earthmoving activities and other environmental permits, and file necessary environmental notices.

2.1.10.1.1 Copies of permits and notices must be provided to the assigned Maricopa County Project Manager. Arrangement for construction water is the Contractor's responsibility.

2.1.10.2 The contractor is responsible for obtaining the services of utility line locator companies prior to commencement of any digging activities.

2.1.11 PROJECT WORK:

2.1.11.1 "Project work" shall be defined as work performed, which, in the best interest of the County, would be more advantageous to be performed as "all inclusive" as opposed to time and materials. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor MUST submit a response (including "will not quote", if applicable), with award to the lowest quote of the project. If a mandatory pre-quote meeting is held, only quotes of bidders in attendance will be considered, NO EXCEPTIONS.

2.1.11.2 Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. The County may, at its discretion, review submitted quote sheets for obvious administrative errors (e.g., mathematical errors) and reserves the right to offer bidders the opportunity to withdraw bids containing administrative errors.

2.1.11.3 All terms and conditions are those established under this agreement.

2.1.11.4 PROJECT PRICING:

2.1.11.4.1 It is the responsibility of the Contractor to determine any and all taxes and include the same in the proposal price.

2.1.11.4.2 The County's project quote sheet (see Exhibit 5 sample) shall contain the following information:

2.1.11.4.2.1 The contract serial number and name;

2.1.11.4.2.2 Name and address of site;

2.1.11.4.2.3 Site or ID number;

2.1.11.4.2.4 Detailed scope of work,

2.1.11.4.2.5 Other information relative to the SOW,

2.1.11.4.2.6 Space for Contractor to provide cost quote,

2.1.11.4.2.7 Check box for "will quote" or "will not quote" the project,

2.1.11.4.2.8 Deadlines for quote delivery,

2.1.11.4.2.9 Signature line for both the County and the Contractor

2.1.11.5 After site review of the project, all contractors listed under this contract must submit the project quote sheet back to the requestor, either with acceptance and a firm price; or decline by indicating "will not quote" on the project quote sheet.

2.1.11.5.1 Contractors who have declined project work a minimum of three times during a six-month period may be required to attend a meeting

with the Office of Procurement Services and other County personnel as necessary to discuss consideration for default of contract as this may be indicative of the Contractor's desire not to do business with the County.

2.1.11.6 The submitted project price quote is to be all-inclusive. Any cost overruns are to be absorbed by the Contractor, or cost savings to be additional profit to the Contractor.

2.1.11.6.1 Exceptions to this are changes requested by the County that incur higher project cost and longer delays.

2.1.11.6.2 All change orders to a specific project must be in writing, referencing the contract serial number, and approved by the assigned Maricopa County Project Manager prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring this additional cost without payment. Project change orders will be in a form acceptable to the managing County department.

2.1.11.7 Dependent on the complexity/nature of the project, a predetermined and/or pre-identified mandatory site meeting may be held to ensure all contractors are aware of important issues regarding the project.

2.1.11.7.1 Mandatory site meetings will require a sign-in sheet.

2.1.11.7.2 Contractors who do not show-up to a mandatory site meeting and who submit a project quote will be considered "non-responsive".

2.1.11.7.3 Contractors must perform a full site walk and inspection with County Project Manager.

2.1.12 CONTRACTOR REQUIREMENTS:

2.1.12.1 The Contractor must have 5-years of demolition experience of residential or commercial structures to be considered for this contract. Description of Contractor's work history demonstrating minimum of 5 years of demolition experience shall be included.

2.1.12.2 In addition, the Contractor must have one or more of the following licenses under the Arizona Registrar of Contractors:

2.1.12.2.1 KB-1 (Dual Building Contractor)

2.1.12.2.2 ~~KB-1~~ **KB-2** (Dual Residential and Small Commercial)

2.1.12.2.3 K-57 (Dual Residential and Commercial Wrecking License).

A copy of each current license must be submitted with your bid.

2.2 USAGE REPORT:

The Contractor shall furnish the County, using agencies, reports (to be determined) upon request. A format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.3 INVOICES AND PAYMENTS:

2.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 2.3.1.1 Company name, address and contact
- 2.3.1.2 County bill-to name and contact information
- 2.3.1.3 Contract Serial Number
- 2.3.1.4 County purchase order number
- 2.3.1.5 Invoice number and date
- 2.3.1.6 Payment terms
- 2.3.1.7 Date of service
- 2.3.1.8 Quantity (number of days or weeks)
- 2.3.1.9 Contract Item number(s)
- 2.3.1.10 Description of Purchase (product or services)
- 2.3.1.11 Pricing per unit of purchase
- 2.3.1.12 Extended price
- 2.3.1.13 Arrival and completion time (if applicable)
- 2.3.1.14 Total Amount Due

2.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.4 TAX:

It is the responsibility of the Contractor to determine any and all taxes and include the same in Response price.

2.5 INDEPENDENT CONTRACTOR:

2.5.1 Contractor's relationship to the County shall be as an independent contractor and not as an employee.

2.5.2 This Contract does not constitute, create, give rise to or otherwise recognize a joint venture, partnership, or employment relationship. The rights and obligations of the Parties shall be only those expressly set forth in the Contract.

2.5.3 No persons supplied by Contractor in the performance of obligations under the Contract are considered to be County employees, and no rights of County civil service, retirement or personnel rules accrue to such persons. Contractor shall have complete responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums relating to such persons, and shall save and hold the County harmless with respect to those responsibilities in the event of a claim for one or more of them is brought against Maricopa County.

2.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE,

please state so in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment B your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This ROQ is for awarding a firm, fixed price requirements contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at its option and with the approval of the Contractor, renew the period of this Contract up to a maximum of three (3) additional years (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original Contract period.

3.3 INDEMNIFICATION:

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

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

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

3.4 INSURANCE:

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

- 3.4.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.4.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.4.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.4.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.4.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements 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 County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.4.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.4.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.4.9 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 3.4.10 Automobile Liability:
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 3.4.11 Workers' Compensation:
- 3.4.11.1 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 or services under this Contract; and Employer's

Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

3.4.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.4.12 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.4.13 Certificates of Insurance.

3.4.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

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

3.4.13.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.4.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 BOND REQUIREMENT:

3.5.1 **Prior to the Notice to Proceed proceeding with any awarded Project(s) or Services** the Contractor shall furnish ~~the Contracting Agency the following bonds,~~ **each of the following original Bond(s) to the Office of Procurement Services and a copy of the Bond(s) to the Contracting Agency** which shall become binding upon award of the ~~contract~~ **Project** to the Contractor.

3.5.1.1 A Statutory Performance Bond equal to the full ~~contract~~ **Project** amount or as specified conditioned upon the faithful performance of the ~~Contract~~ **Project** in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the ~~Contract~~ **Project**.

3.5.1.2 A Statutory Payment Bond equal to the full ~~contract~~ **Project** amount solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such ~~Contract~~ **Project**.

3.5.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

3.5.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.5.4 Sample bonds are provided as Exhibits 2 and 3.

3.6 SUBCONTRACTING:

3.6.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.6.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.7 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

3.8 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

3.8.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.8.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.8.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.8.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

- 3.8.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.8.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.9 ALTERNATIVE DISPUTE RESOLUTION:

3.9.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.9.1.1 Render a decision;

3.9.1.2 Notify the parties that the exhibits are available for retrieval; and

3.9.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.9.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.9.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.10 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

3.10.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.10.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.11 STRICT COMPLIANCE:

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

3.12 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:

The Parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any corrective instruments as may be reasonably necessary to carry out the intent of the Contract.

3.13 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.14 ADDITIONS/DELETIONS OF SERVICE:

3.14.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.14.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

3.15 SCHEDULE OF EVENTS

Review of Qualifications issued: February 7, 2013

Deadline for written questions is (2) business days (March 6, 2013) prior to Proposal Opening Date (March 8, 2013). Questions will **not** be responded to after the (2) business day deadline (March 6, 2013) has elapsed. All questions and answers shall be posted to www.bidsync.com under the Q&A's tab for the solicitation and must be received by the end of business, 5:00 PM Arizona time.

Proposals Opening Date: March 8, 2013

Deadline for submission of proposals is 2:00 P.M., Arizona Time, on **MARCH 8, 2013**. All proposals must be received before 2:00 P.M., Arizona Time, on the above date at the Maricopa County Office of Procurement Services, 320 West Lincoln Street, Phoenix, Arizona 85003.

Proposed review of Responses and short list decision: March 14, 2013

Proposed selection and negotiation: March 21, 2013

Proposed award of Contract(s): April 24, 2013

All Responses to this ROQ become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from Responses is obtained without the written consent of the Respondent by parties other than the County.

3.16 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003

Administrative telephone inquiries shall be addressed to:

Andrea Stupka, Procurement Officer, 602/506-3504
(astupka@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.17 INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSES:

Respondents shall provide one (1) original hard copy (labeled) and three (3) hardcopy copies of their Response, plus two (2) electronic copies, on a CD or flash drive. **Respondents shall address Responses identified with return address, serial number and title in the following manner:**

**Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003**

SERIAL 13006 – ROQ CONTRACTORS TO PROVIDE DEMOLITION, CLEARING, GRUBBING, REMOVAL/DISPOSAL NON-HAZARDOUS WASTE

Response must be signed by Respondent. All prices shall be held firm for a period of one hundred fifty (150) days after the ROQ closing date.

3.18 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of SERIAL [12 – ROQ and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent’s exception under the heading, “Exception to the REVIEW OF QUALIFICATIONS Solicitation, SERIAL 13006 - ROQ.” **Exceptions that surface elsewhere and that do not also appear under the heading, “Exceptions to the REVIEW OF QUALIFICATIONS Solicitation, SERIAL 13006 - ROQ,” shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the Response non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.19 GENERAL CONTENT:

The Response should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of qualifications, experience, certifications, degrees, credentials, capabilities and related prices to satisfactorily perform the Contract being sought.

3.20 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all Responses follow the same general format. The Responses are to be submitted in binders and have sections titled as below: (Responses are limited to 8 pages, single sided, 10 point font type).

3.20.1 Attachment A (Agreement Page).

3.20.2 Attachment B (Example Project Questionnaire Response).

3.20.3 Attachment C (References).

3.20.4 Qualifications – This section shall describe the Respondent’s qualifications, credentials and experience related to the services proposed, including any other pertinent information. Limit to 1 page, single sided, 10 point font type.

3.20.5 Copy of License(s) – This section shall contain proof that the Respondent holds one or more current licenses, valid in the state of Arizona, as required by section 2.1.12 of this solicitation. This is not included in the Respondent’s five (5) page submittal limit.

3.20.6 Solicitation exceptions. This is not included in the Respondent’s five (5) page submittal limit.

3.21 EVALUATION OF RESPONSES – SELECTION FACTORS:

An Evaluation Committee shall be appointed, chaired by the Procurement Officer, to evaluate each Response. At the County’s option, Respondents may be invited to make presentations to the Evaluation Committee. Negotiations may be conducted, as needed, with the Respondent(s). Responses will be evaluated on the following criteria which are listed in descending order of importance.

3.21.1 Respondent’s proven qualifications and credentials.

3.21.2 Experience in providing the services.

3.21.3 Evaluation of Example Project Questionnaire Response.

3.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

3.22.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.22.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.22.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.22.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.23.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~3.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~3.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~3.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

3.25 CONTRACTOR LICENSE REQUIREMENT:

3.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of

Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

- 3.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.26 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

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

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

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

3.27 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

CONTRACT AMENDMENT #1

SERIAL # 13006-ROQ CONTRACTORS TO PROVIDE DEMOLITION, CLEARING, GRUBBING,
REMOVAL/DISPOSAL NON-HAZARDOUS WASTE

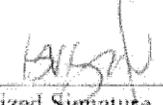
With an effective date of **October 25th, 2013** the following contractual language has been revised in Section 3.5 (Bond Requirement) to the following:

3.5 BOND REQUIREMENT:

- 3.5.1 **Prior to the Notice to Proceed proceeding with any awarded Project(s) or Services** the Contractor shall furnish ~~the Contracting Agency the following bonds, each of the following original Bond(s) to the Office of Procurement Services and a copy of the Bond(s) to the Contracting Agency~~ which shall become binding upon award of the ~~contract Project~~ to the Contractor.
- 3.5.1.1 A Statutory Performance Bond equal to the full ~~contract Project~~ amount or as specified conditioned upon the faithful performance of the ~~Contract Project~~ in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the ~~Contract Project~~.
- 3.5.1.2 A Statutory Payment Bond equal to the full ~~contract Project~~ amount solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such ~~Contract Project~~.
- 3.5.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.
- 3.5.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.
- 3.5.4 Sample bonds are provided as Exhibits 2 and 3.

Please provide your signature and information as a confirmation of approval to this Amendment.

AWARDED CONTRACTORS:



Authorized Signature

Benson Bashford / Manager

Printed Name and Title

1955 W. Commerce Ave, Gilbert AZ 85233

Address

11/6/2013

Date

MARICOPA COUNTY:



Office of Procurement Services
Procurement Officer

11/7/13

Date



Office of Procurement Services
Chief Procurement Officer

11/7/13

Date

AWARDED CONTRACTORS:



Authorized Signature

Chris Christensen V/P

Printed Name and Title

1111 N. 19th Ave, Phx, AZ 85009

Address

10/31/13

Date

MARICOPA COUNTY:



Office of Procurement Services
Procurement Officer

11/7/13

Date



Office of Procurement Services
Chief Procurement Officer

11/7/13

Date

AWARDED CONTRACTORS:



Authorized Signature

Stephen Durkee

Printed Name and Title

600 W. Grant St. Phoenix, Az

Address

10-30-13

Date

MARICOPA COUNTY:



Office of Procurement Services
Procurement Officer

11/7/13

Date



Office of Procurement Services
Chief Procurement Officer

11/7/13

Date