

# Florence 12-inch Water Line Augmentation Phase 3B Project

## Addendum 1a

### Additions to Contract Agreement under Exhibit A: Terms and Conditions

1. All questions about the meaning or intent of the solicitation are to be submitted to Timm Wainscott, Town of Florence Water Utilities Superintendent (the "Contact Person" or "Project Manager") in writing as set forth in the notice of solicitation above. Any interpretation, clarification, or other additional information considered necessary by Town in response to such questions, or otherwise, will be issued by Addenda delivered to all parties recorded as having received the solicitation documents. Inquiries regarding this solicitation directed to persons other than the Town's designated representative may not be answered, and any answers received other than as set forth in this solicitation will not be binding upon the Town for any purpose. Town shall not be held responsible for any oral representations or statements relating to the solicitation specifications made by an employee, agent or official of the Town. A verbal reply to an inquiry does not constitute a modification of the solicitation. The Offeror shall not contact or direct inquiries concerning this solicitation to any other Town employee unless the solicitation specifically identifies a person other than the Contact Person.
2. Addenda may be issued to clarify, correct, supplement, or change the solicitation documents. Potential Offerors are responsible for obtaining all addenda relevant to this solicitation through the issuing office or by other means. Failure to acknowledge receipt of any addendum by Offeror may result in disqualification of that Offeror's proposal in the sole discretion of the Town.
3. An offer by a corporation, partnership or limited liability company shall be executed in the name of the legal entity and signed by an authorized person and accompanied by evidence of authority to sign. The state of information of the entity and the entity's address for receiving notices shall be shown.
4. The offer shall contain evidence of Offeror's authority and qualifications to do business in Arizona and the Town, Offeror's Arizona contractor license number and classifications, and any other required business and/or tax licenses required by the Town shall also be shown on the Offer form. Any deviations from the solicitation standards may render the offer non-responsive.
5. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its offer rejected.
6. The Offeror will be required to submit documentation demonstrating lawful presence in the United States pursuant to A.R.S. 1-501 and 1-502 by completing the "Demonstrating Lawful Presence" form provided by the Town.
7. No contract or agreement, express or implied, shall exist or be binding on the Town before the execution of a written contract by both parties (the "resultant contract"). If agreement on the terms of a resultant contract cannot be reached after a period

## Florence 12-inch Water Line Augmentation Phase 3B Project

deemed reasonable by the Town in its sole discretion, the Town may negotiate and enter a contract with any other Offeror who submitted a timely, responsive and responsible proposal to this solicitation. The Town reserves the right to reject any or all offers or to cancel the solicitation altogether, to waive any informality or irregularity in any offer received, and to be the sole judge of the merits of the respective offers received.

8. The terms "Offeror", "Contractor", "firm", and "consultant" may be utilized interchangeably in the provisions of this solicitation and the proposal documents. The Town and Offeror may be referred to in this contract collectively as the "parties" and each individually as a "party".
9. The Town of Florence is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit proposals to this solicitation.
10. Notwithstanding any other provision of this solicitation, the Town expressly reserves the right to reject any or all offers, or portions thereof; and/or waive any defect or informality in an offer; and/or reissue a solicitation; and/or exercise any other rights available to the Town under the terms of the solicitation, the Town Code, law, or equity; and/or to withhold the award of the solicitation for any reason the Town determines, in its sole discretion.
11. Experiences with the Town and entities that the evaluation committee members represent may be taken into consideration when evaluating qualifications and experience of Offerors.
12. Late submittals and/or unsigned offers will not be considered under any circumstances. Envelopes containing offers with insufficient postage will not be accepted by the Town. It is the sole responsibility of the Offeror to see that his/her offer is delivered and received by the proper time and at the proper place.
13. All offers submitted in response to this solicitation and all evaluation related records shall become the property of the Town and shall become a matter of public record for review, subsequent to the award notification, in accordance with the Town's Procurement Policy and Arizona's Public Records laws. Requests for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to the Town in offers submitted, and the information sought to be protected clearly marked as proprietary. Town will not insure confidentiality of any portions of the offer that are submitted in the event that a public record request is made. The Town will provide 48 hours' notice before releasing materials identified by the offer as confidential or proprietary in order for the Offeror to apply for a court order blocking the release of the information.
14. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk's office. Requests shall be made as early as possible to allow time to arrange the accommodation.

## Florence 12-inch Water Line Augmentation Phase 3B Project

15. The Offer form submitted shall include a signature by a person authorized to sign the offer. The offer sheet shall be submitted. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the offer.
16. Town is a government agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If Town determines that it does not have funds to meet its obligations under the Contract, Town shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for any project.
17. Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject the Contractor to penalties up to and including termination of this contract at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

Neither the Contractor, nor any subcontractor, shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

18. Contractor shall obtain, maintain, and provide verification of insurance coverage set forth in the Town's Insurance Requirements attached as Exhibit \_\_\_\_\_, as modified by any applicable Special Provisions, of the contract. Town may, in the contract documents, designate additional insured(s) along with Town (and their respective employees, representatives, agents and officials) on all required insurance policies, and all coverage applicable to the Town under this section and the Insurance Requirements in this

## **Florence 12-inch Water Line Augmentation Phase 3B Project**

solicitation shall apply to such designated additional insured(s) as well. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of this contract.

19. Contractor's certificates and endorsements shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to Town separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements set forth in the contract documents, including the Town's Insurance Requirements.
20. All warranties, representations and indemnification by Contractor shall survive the completion, termination or other expiration of this contract.
21. Contractor shall cause all work, materials, services or construction provided or performed under the contract to be free of all liens, and if the Town requests, Contractor shall deliver appropriate written releases, in statutory form, of all liens to the Town.
22. Town may terminate the contract, without penalty or recourse, at any time for its convenience by written notice to the Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of the Contractor, Town shall pay to Contractor only such compensation, including reimbursable expenses, due for work or services properly performed by Contractor prior to the termination date.
23. Contractor assumes full responsibility for the safekeeping of all materials and equipment and for the protection of all unfinished work until final acceptance by the Town, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.
24. The contract and all contract documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to conflicts or choice of law provisions thereof. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this contract and all contract documents shall be proper in the Superior Court of Pinal County, Arizona and both parties consent to jurisdiction and venue in such court for such purposes.
25. The Contractor shall at all times indemnify, keep indemnified, defend and save harmless Town and any of its Mayor, council members, agents, officials, officers, representatives, volunteers and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by Town on account of loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Contractor or its subcontractors or claims under similar laws or

## **Florence 12-inch Water Line Augmentation Phase 3B Project**

obligations. The Contractor's obligations under this paragraph shall not extend to any liability caused by the sole negligence of Town or its employees.

In the event that any action or proceeding shall at any time be brought against Town by reason of any claim referred to in this Section, the Contractor, at Contractor's sole cost and upon at least 10 day's written notice from Town, shall defend the same with counsel acceptable to Town, in Town's sole discretion. The Contractor's obligations under this Section shall survive the expiration or earlier termination of this Agreement. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Section and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

26. Pursuant to A.R.S. 35-393.01, the Contractor, by execution of this Agreement, certifies that it is not currently engaged in, and agrees for the duration of this Agreement, to not engage in, a boycott of Israel.
27. All warranties, representations, and indemnification by Contractor shall survive the completion, expiration, or termination of this Agreement for a period of three years.

# Florence 12-inch Water Line Augmentation Phase 3B Project

Addendum 1b

## INSURANCE REQUIREMENTS

1. **Contractor's Obligation:** Contractor shall secure and maintain, at his or her own expense, until completion of the contract, general liability and property insurance as shall protect Contractor and the Town from claims for bodily injury, personal injury and property damage which may arise because of the nature of the work or from operations under this contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2. **General Liability Coverage:** Contractor shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include Products/Completed Operations, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.

3. **Coverage Amounts:** Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

**Employer's Liability** \$500,000-\$1,000,000

### Contractor's General Liability

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$2,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
e. Excess or Umbrella Liability	
1) General Aggregate per job	\$3,000,000
Per policy year	\$5,000,000
2) Each Occurrence per job	\$3,000,000
Per policy year	\$5,000,000

### Automobile Liability

a. Bodily Injury:	
Each person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000
c. Combined Single Limit	\$1,000,000

### Contractual Liability

a. Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
b. Property Damage:	\$2,000,000
Each Accident	\$2,000,000

### Workman's Compensation

a. Bodily Injury by Accident each accident	\$1,000,000
b. Bodily Injury by Disease each employee	\$1,000,000
c. bodily Injury by Disease policy limit	\$1,000,000

# Florence 12-inch Water Line Augmentation Phase 3B Project

## Addendum 1c

### DEVIATION/COMPLIANCE CERTIFICATION

If the undersigned Bidder intends to deviate from the terms and requirements of any Contract Documents made a part of this solicitation, all such deviations shall be listed on this certification form, with complete detailed conditions and information included or attached. The Town may consider any deviations in its review, scoring and award decisions, and the Town reserves the right to accept or reject any proposal, offer, or bid based upon any deviations indicated herein or in any attachments hereto.

In the absence of any deviation entry on this form, the Bidder agrees, certifies, and warrants the Town of their full compliance with all Contract Documents, and all other information contained in this solicitation.

Please list any deviations from the solicitation document below (attach additional sheets as needed):

---

---

---

---

---

---

---

---

By signing below, I agree, certify, and warrant that the offer/proposal I am submitting \_\_\_does

\_\_\_does not (check one line) deviate from the terms and requirements of the Contract Documents listed in this document. If deviating from the specifications of the solicitation, all such deviations are listed on this form, with complete detailed conditions and information included or attached. Any attachments to this form are identified as a continuation of the deviations to this solicitation.

Printed Name:

Signature:

Date:

---

**THIS PAGE MUST BE RETURNED WITH THE BID/OFFER/PROPOSAL**

# Florence 12-inch Water Line Augmentation Phase 3B Project

**Addendum 1d**

**Town of Florence  
P.O. Box 2670 Florence, AZ 85132  
(520) 868-7500  
Demonstrating Lawful Presence**

Bids, Proposals or Qualifications

Arizona Revised Statutes 1-501 and 1-502 apply to applicants of "federal public benefits" and "state and local public benefits". Grants, contracts and loans are considered public benefits and state law requires each person who applies for such benefits to submit at least one of the following documents demonstrating "lawful presence" in the United States.  
The Principal of each group, consultant, or organization will complete this form.

**Check the box next to the document indicating lawful presence.**

	An Arizona driver license issued after 1996 or an Arizona non-operating identification license
	A driver license issued by a state that verifies lawful presence in the United States. (See Overview of State's Driver's License Requirements)
	A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
	A United States certificate of birth abroad.
	A United States passport.
	A foreign passport with a United States visa.
	An I-94 form with a photograph.
	A United States citizenship and immigration services employment authorization document or refugee travel document.
	A United States certificate of naturalization.
	A United States certificate of citizenship.
	A tribal certificate of Indian blood.
	A tribal or Bureau of Indian affairs affidavit of birth.

**\*\*Attach copy of document to this sheet.**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Municipal Employee

\_\_\_\_\_  
Date



# Florence 12-inch Water Line Augmentation Phase 3B Project

## Addendum 1e

### Participation in Boycott of Israel

Town of Florence  
PO Box 2670  
Florence, AZ 85132

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the Town of Florence from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the Town in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
  - (a) together with other investors that are not subject to this section.
  - (b) that are held in an index fund.
5. "Public entity" means the Town of Florence("Town"), a political subdivision of this STATE or an agency, board, commission or department of this Town or a political subdivision of this Town
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

**All offerors/vendors must select one of the following and thereby certify that:**

\_\_\_\_\_ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record.

# Florence 12-inch Water Line Augmentation Phase 3B Project

\_\_\_\_\_

My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this certification, proposer agrees to indemnify and hold the Town of Florence, its agents and employees, harmless from any claims or causes of action relating to the Town's action based upon reliance on the above representations, including the payment of all costs and attorney's fees incurred by the Town in defending such an action.

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

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Title