

ADDENDUM NO. 2

**YAVAPAI COUNTY
SEDONA AIRPORT - SOUTHWEST APRON CONSTRUCTION, PHASE I
AIP No. 3-04-0033-XXX
ADOT NO. XXXXX
Project No. 1120558**

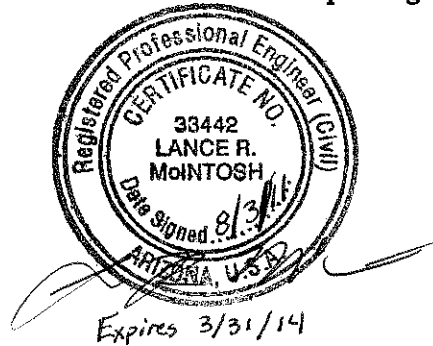
In accordance with the Instructions to Bidders, page IB-2, Subsection 4 of the Contract Documents, the following revisions to the Plans and Specifications shall become a part of the Contract Documents and each bidder shall acknowledge receipt thereof on Paragraph 12, page P-6 of the Proposal Form.

This addendum cover sheet shall be signed and included in the bid package as acknowledgment of receipt of ADDENDUM #2.

Bidder's Signature and Title

Company Name

GENERAL



- ITEM 1:** Attachment "A" contains the Meeting Minutes from the Pre-bid Meeting dated July 18, 2011.
- ITEM 2:** Attachment "B" illustrates the limits of the clearing and grubbing. In addition, it illustrates the approximate location of an existing waste pile that contains trees, tree limbs, bagged garbage, desks, work tables, and other miscellaneous waste items. This waste pile shall be removed and disposed of off airport property. The cost for removing this material shall be included in Miscellaneous Removals and Other Work (SP-45).
- ITEM 3:** CLARIFICATION. All references to ADOT Aeronautics Division shall be changed to ADOT Multimodal Planning Division.
- ITEM 4:** CLARIFICATION. With pen and ink revise all references to AIP No. and ADOT No. as follows:

"AIP No. 3-04-0033-XXX"
"ADOT No. XXXXX"
- ITEM 5:** CLARIFICATION. The approximate earthwork quantities for this project are provided below. These approximate quantities are for the Contractor's convenience only. No attempt has been made to adjust for shrinkage or compaction. The Contractor is responsible for independently determining his/her own quantities that will be used for bid pricing and construction. Cross sections are included in the plan set.

Cut: 450 C.Y.
Fill: 8,500 C.Y.

ITEM 6: CLARIFICATION. A limited supply of construction water is available from the County water system at a cost of \$0.0043 per gallon. The existing system has a total of 100,000 gallons of storage in its reservoir. The reservoir is re-filled by a well pump at 35 gpm. An adequate supply of water for fire protection shall remain in the reservoir at all times.

SPECIFICATIONS

ITEM 7: NOTICE INVITING BIDS. Revise the second sentence of the first paragraph to the following:

“Bids will be received either by hand, U.S. Postal Service, or other carrier, shall be submitted to the Yavapai County Board of Supervisors, 1015 Fair Street, Room 310, Prescott, Arizona 86305 by 1:30 P.M., August 9, 2011.”

ITEM 8: NOTICE INVITING BIDS. Revise the last sentence of the first paragraph to the following:

“The bids will be publically opened and read aloud at 2:00 P.M. on Tuesday, August 9, 2011.”

ITEM 9: NOTICE INVITING BIDS. Revise the sixth paragraph to the following:

“The Proposal must be made on the forms provided in the Contract Documents. Proposals submitted on forms other than those provided in the Contract Documents will be considered irregular and will not be considered”

ITEM 10: NOTICE INVITING BIDS, Subsection 11. Revise the first sentence to the following:

“11. All prospective bidders must furnish prequalification information in accordance with General Provisions Part 20-02 or evidence that they are prequalified with ADOT Intermodal Transportation Division (ITD), Contracts and Specifications Section to do work.”

ITEM 11: INSTRUCTIONS TO BIDDERS. Insert the entire section contained in this Addendum at the appropriate location in the Specifications book.

ITEM 12: PROPOSAL FORM. Delete “STATE BOARD OF TRANSPORTATION” from the heading on page P-1.

ITEM 13: PROPOSAL FORM, BID ITEM NO. 5, EMBANKMENT IN-PLACE (P-152). With pen and ink cross out the existing quantity which reads “5,500 CY” and revise it to read “8,500 CY”.

ITEM 14: SECTION 2, GENERAL PROVISIONS, PART 10, DEFINITION OF TERMS, Subsection 10-03 Engineer. On the third line of the paragraph delete “(Z&H Engineering, Inc.)”

ITEM 15: SECTION 2, GENERAL PROVISIONS, PART 20, PROPOSAL REQUIREMENTS AND CONDITIONS, Subsection 20-02 Prequalification of Bidders. Replace the second and third paragraphs with the following:

“Unless otherwise specified, a bidder may submit evidence that he is prequalified with the ADOT Intermodal Transportation Division (ITD) Contracts and

Specifications Section and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of ADOT ITD prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports hereinbefore specified. However, the financial prequalification limits stated in the ADOT ITD Prequalification letter must be equal or greater to the amount submitted bid. Submission of said evidence will also satisfy the evidence of competency requirements of this Section.

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the owner no later than 5 business days prior to the date for opening bids. Evidence of current prequalification with ADOT ITD may be submitted with the bid."

ITEM 16: SECTION 2, GENERAL PROVISIONS, PART 20, PROPOSAL REQUIREMENTS AND CONDITIONS, Subsection 20-10 Delivery of Proposal. Replace the second paragraph with the following:

"Bid of (Name and Address of Bidder) for
Southwest Apron Construction – Phase I
AIP No. 3-04-0033-XXX
ADOT No. XXXXX
Project #1120558
To be opened at 2:00 P.M. M.S.T. on August 9, 2011"

ITEM 17: SECTION 2, GENERAL PROVISIONS, PART 80, PROSECUTION AND PROGRESS, Subsection 80-06 Temporary Suspension of the Work. Add the following at the end of the second paragraph:

"The Yavapai County Public Works Department staff reserves the right to suspend the work on this contract for approximately six months if weather conditions require it. No extra payments will be made to the Contractor for material price escalations, demobilization, remobilization, or any other work associated with the shutdown."

ITEM 18: SECTION 3, GENERAL CONDITIONS, WAGE AND LABOR REQUIREMENTS. Insert the following paragraphs after the first paragraph of subsection 3.01:

"3.01.A AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period

through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

3.01.B LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

3.01.C ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

3.01.D ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

3.01.E BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.01.F TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3.01.G NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.

2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

3.01.H TERMINATION OF CONTRACT

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

3.01.I CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS 29 CFR PART 5

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

3.01.J CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.”

ITEM 19: SECTION 3, GENERAL CONDITIONS, WAGE AND LABOR REQUIREMENTS. Insert the following after subsection 3.46:

“3.46A DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from the County. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.”

ITEM 20: SECTION 4, SPECIAL PROVISIONS, Subsection 19, Definitions. Replace the third paragraph with the following:

“PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS: The words "Project Specifications and Contract Documents" mean the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Proposal, Contract, Payment Bond, Performance Bond, Certificates of Insurance, Construction Safety Plan, ADOT Standard Specification Section 1014-4, Applicable FAA Specifications, Plans and Addenda thereto.”

ITEM 21: SECTION 4, SPECIAL PROVISIONS, Subsection 34, Bituminous Prime Coat. Replace the second sentence with the following:

“The bituminous prime coat shall be MC-70 and applied at an approximate rate 0.35 gals./sq. yd. or as directed by the Engineer.”

ITEM 22: SECTION 4, SPECIAL PROVISIONS, Subsection 36, Subgrade Preparation. Replace the first sentence with the following two sentences:

“This item shall include the subgrade preparation of the Southwest Apron pavement area in order to bring the pavement area of the apron to grade and prepare the grade for paving operations per Item P-152 of these specifications. No separate measurement or payment will be made for subgrade preparation outside of the actual pavement area.”

ITEM 23: SECTION 4, SPECIAL PROVISIONS, Subsection 37, Sawcut & Remove Existing Asphaltic Concrete Pavement. Replace the second sentence with the following two new sentences:

“The existing aggregate base course may be used as embankment. If the asphalt is removed by milling, it may also be used as embankment, otherwise it shall be removed and disposed of off the airport property.”

ITEM 24: SECTION 4, SPECIAL PROVISIONS, Subsection 45, Miscellaneous Removals and Other Work. Add the following sentence at the end of the paragraph:

“This item shall also include the removal and disposal of existing tie-down anchors.”

ITEM 25: SECTION 6, ITEM P-151 CLEARING AND GRUBBING, Subsection 151-1.1. Remove the words “by burning or otherwise” from the last line in the second paragraph. Removing the existing vegetation by means of burning will not be permitted.

ITEM 26: SECTION 6, ITEM P-151 CLEARING AND GRUBBING, Subsection 151-2.1 General. Revise the second paragraph to the following:

“All spoil materials removed by clearing and grubbing shall be hauled off site and disposed of. The Contractor shall be required to obtain all necessary haul permits.”

ITEM 27: SECTION 7, ITEM P-152 EXCAVATION AND EMBANKMENT, Subsection 152-2.2 Excavation. Add the following new sentence to the end of the second paragraph:

“The borrow material (embankment) shall have a minimum CBR value of 3. In addition, the percent (%) passing the No. 200 sieve shall be less than 50 and the Plasticity Index (PI) shall be a maximum of 50.”

ITEM 28: SECTION 10, ITEM P-401 PLANT MIX BITUMINOUS PAVEMENT, Subsection 401-3.3 Test Section. Add the following new paragraph after the first paragraph:

“THE TEST SECTION SHALL BE EVALUATED FOR ACCEPTANCE AS A SINGLE LOT IN ACCORDANCE WITH THE ACCEPTANCE CRITERIA IN PARAGRAPH 401-5.1 AND 401-6.3. THE TEST SECTION SHALL BE DIVIDED INTO EQUAL SUBLOTS. AS A MINIMUM THE TEST SECTION SHALL CONSIST OF 3 SUBLOTS.”

ITEM 29: SECTION 15, SOIL STERILANT, Subsection 15.1. Revise the first sentence to read as follows:

"This item consists of application of a soil sterilant to the apron aggregate base course and 10' wide shoulders in accordance with these specifications and the locations shown on the plans."

PLANS

- ITEM 30:** SHEET 2 of 15. In the quantity table, Bid Item 5, Embankment In-Place (P-152), use pen and ink to cross out the quantity of "5,500" and replace it with "8,500".
- ITEM 31:** SHEET 6 of 15, Concrete Tie-Down Detail, Detail "A". Add a note calling for the embedded anchor bars to be "5/8" Diameter (Smooth Bar)".
- ITEM 32:** SHEET 6 of 15, Concrete Tie-Down Detail. Clarification: Substitution of alternate manufacturers is permitted for the materials listed for the tie-down accessories provided that they meet the strength requirements provided.

INSTRUCTIONS TO BIDDERS

1. Each proposal shall be legibly written or printed in ink, on the proposal form provided in this bound copy of proposed Contract Documents. No alterations in proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the bidder; if initialed, the Owner may require the bidder to identify any alteration so initialed. No alteration in any proposal, or in the proposal form, on which it is submitted, shall be made by the person after the proposal has been submitted by the bidder. Any and all addenda to the Contract Documents, in which a proposal is based, properly signed by the bidder, shall accompany the proposal when submitted.

Each proposal submitted shall be enclosed in a sealed envelope, addressed to the Yavapai County Board of Supervisors, 1015 Fair Street, Room 310, Prescott, Arizona 86305, and identified in the upper left corner as follows:

Bid of (Name and Address of Bidder) for
Southwest Apron Construction – Phase I Project
for the Sedona Airport
AIP No. 3-04-0033-XXX
ADOT No. XXXX
PROJECT # 1120558
To be opened at 2:00 P.M., M.S.T., on August 9, 2011

Proposal must be received by the Yavapai County Board of Supervisors, on or before the time and date specified in the Notice Inviting Bids, at which time they will be publicly opened and read.

All bids will be tabulated for the Owner by the Engineer. The Owner will then determine the lowest responsive and responsible bid, after considering the recommendations of the Engineer, and then forward the bids received to the Federal Aviation Administration and the Arizona Department of Transportation with a recommendation that the Contract be awarded to the firm determined to be the lowest responsive and responsible bidder. After approval by the Federal Aviation Administration and ADOT, Yavapai County will enter into a contract with the Contractor.

Bids may be held by the Yavapai County Public Works Department for a period of not to exceed one hundred twenty (120) days from the date of the opening of bids for the purpose of reviewing the bids prior to awarding of the Contract.

2. A bid bond in the amount of 10% of the bid shall be required at the time the bid or proposal is submitted, in accordance with ARS §34-201(A) (3). Each proposal shall be accompanied by either a certified check drawn on an acceptable bank or a bid bond, using the form provided in the Contract Documents, in an amount of not less than ten percent (10%) of the total amount of the bid, made payable without conditions to "Yavapai County", hereinafter referred to as the Owner, and the amount of the said Proposal Guarantee may be retained by and forfeited to the Owner as liquidated damages if the proposal covered thereby is accepted and a contract based thereon is awarded and the bidder should fail to enter into a Contract in the form prescribed, with legally responsible sureties, within fifteen (15) days after such award is made by the Owner.

The proposal guarantee deposit of the bidder will be returned if and when his proposal is rejected. The proposal guarantee deposit of the bidder to whom a Contract is awarded will be returned provided and when said successful bidder executes a contract and files satisfactory bonds as hereinafter stipulated. The proposal guarantee deposit of the second and third lowest responsible bidder may be retained for a period of not to

exceed ninety (90) days pending the execution of the Contract and bonds by the successful bidder.

3. Each bidder, to be considered, must have the appropriate Arizona Contractor's license required under provisions of the ARS §32-1101 through §32-1170.03 for the work covered in his proposal when his bid is submitted. This includes a joint venture formed to submit a bid.

4. Each bidder shall carefully examine the Plans, Specifications, and other Contract Documents, shall visit the site and fully inform himself of all conditions affecting the work or the cost thereof, and shall be presumed to have done so and his bid shall be based upon his own conclusion from such examination and his own interpretation of reports on borings and upon his own conclusions with reference to sub-surface materials and conditions. Each bidder shall inform himself concerning all Federal, State and Local laws, ordinances or regulations which may in any manner affect his proposed operations of construction, or those engaged or employed on the work or the material or equipment.

If any person contemplating a bid for the proposed contract is in doubt as to the true meaning of any part of the Plans, Project Specifications or other proposed Contract Documents, or finds discrepancies in or omissions from the Plans, Project Specifications and Contract Documents, he may submit to the Engineer a written request for the interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Questions received less than four (4) working days before the bid opening time shall not be answered. Any interpretation or correction of the proposed Documents will be made only by Addendum, duly issued, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such Documents. Any addenda issued during the time of bidding, forming a part of the Documents received by the bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the contract. Yavapai County will not be responsible for any other explanation or interpretations of the proposed documents.

5. Each bidder to whom a Contract for the work is awarded shall be required to furnish Performance and Payment Bonds as follows:

- a. Performance Bond. The Contractor shall obtain, in an amount equal to the full contract price, a performance bond pursuant to ARS Section §34-222, conditioned upon the faithful performance of this contract, in accordance with the plans, specifications and conditions herein. Such bond shall be solely for the protection of Yavapai County. A copy of this bond shall be filed with the Yavapai County Public Works Department.
- b. Payment Bond. The Contractor shall also obtain a payment bond pursuant to the provisions of ARS Section §34-222, in an amount equal to the full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Yavapai County Public Works Department.
- c. The bonds shall be executed in five (5) counterparts on the form bound herein, signed by a surety company authorized to do business in the State of Arizona and acceptable as surety to the Owner. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section §20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond.

6. All sales and use taxes, as well as other taxes that might lawfully be assessed against the Owner in

the execution and performance of the proposed Contract and work covered thereby, are to be paid by the Contractor for the work from monies obtained in satisfaction of his Contract. It is to be understood by all bidders that the bid price or prices submitted shall include the total cost of all such taxes.

7. No bidder may submit more than one proposal, except as provided in these Instructions. Two proposals under different names will not be received from one firm or association.

8. No bidder may withdraw his proposal for a period of one hundred twenty (120) days after the date and hour set for the opening herewith. A bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted, by written request of the same person or persons who signed the proposal.

9. The Owner reserves the right to accept the bid which, in its judgement, is the lowest and best bid; to reject any or all bids; and to accept, increase or reduce the quantities of any or all items of any bid proposal; and to waive irregularities or informalities in any bid submitted. Bids received after the specified time of closing will be returned unopened.

10. None of the Instructions to Bidders, Proposal, Certifications, Performance Bond and Payment Bond, Contract Agreement, General Conditions, Special Provisions, or Specifications shall be removed from the bound copy of the Contract Documents prior to filing the proposal contained therein.

11. Each bidder shall sign his proposal, using his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership or by an authorized representative and designation of the person signing. Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation, without disclosing his principal, may be held to be the bid of the individual signing. When represented by the Owner, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished.

12. Attention of bidders is particularly called to the requirements for Disadvantaged Business Enterprise (DBE) participation as described in the Notice Inviting Bids of these Specifications. The apparent successful bidder will be required to furnish the names and addresses of DBE firms that will participate in the contract, a description of the work each named DBE firm will perform, and the dollar amount of participation by each named DBE firm.

13. Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates as set forth in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. The prevailing wage and salary rates of pay, set forth in the Contract Documents and bound herein, are the minimums to be paid during the life of the Contract. It is therefore the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

14. Attention of bidders is particularly called to the requirements for nondiscrimination, equal employment opportunity and affirmative action both for themselves and their subcontractors. The bidder to whom a Contract for Work is awarded will be required to comply with all provisions of Executive Order 11246 of 24 September, 1965, as amended by Executive Order 11375 of 13 October, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

ATTACHMENT "A"

**YAVAPAI COUNTY
SEDONA AIRPORT - SOUTHWEST APRON CONSTRUCTION, PHASE I
AIP No. 3-04-0033-XXX
ADOT NO. XXXXX
Project No. 1120558**

PRE-BID MEETING MINUTES

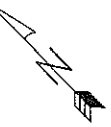
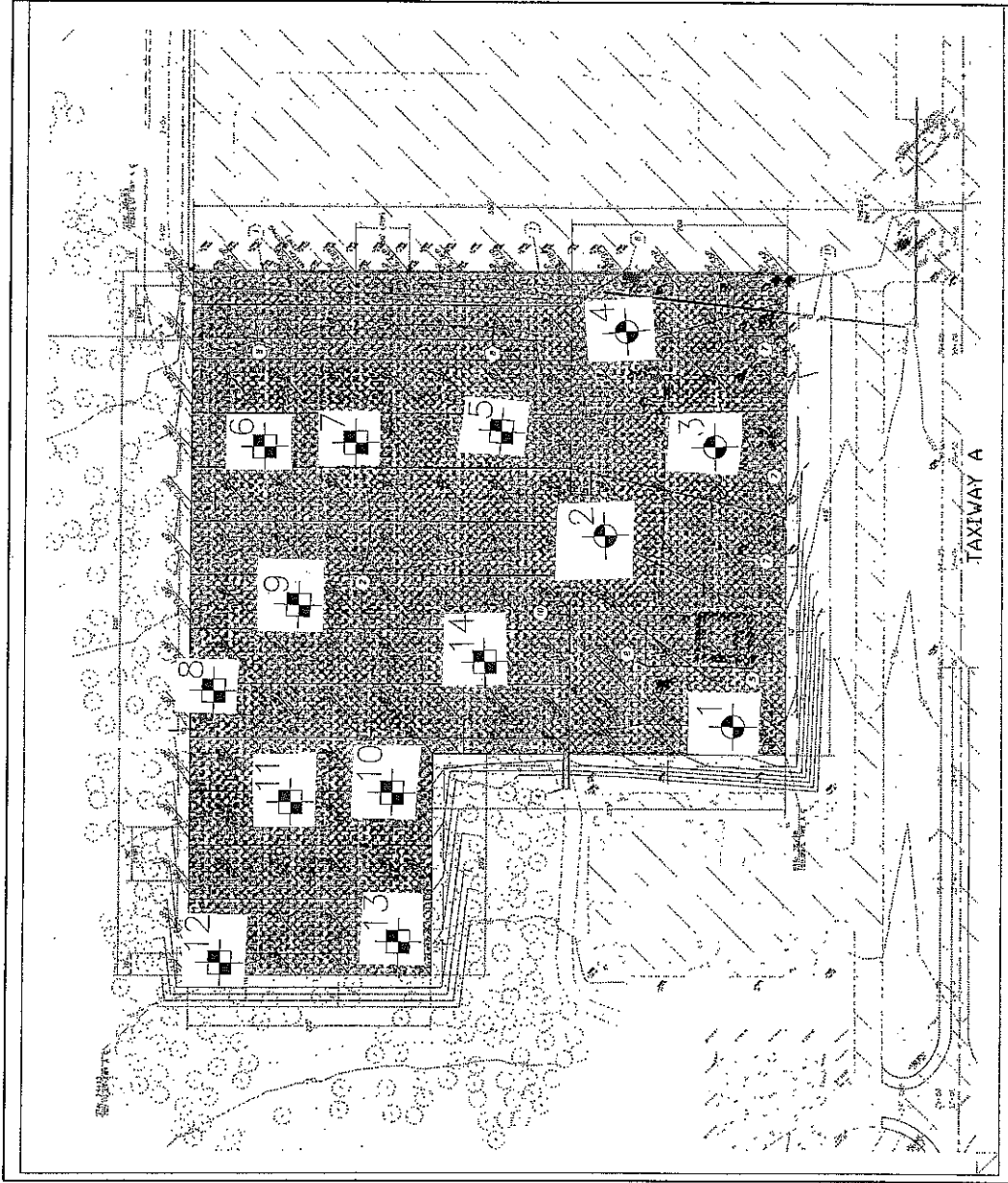
July 18, 2011 - 1:00 P.M.

The content of this report is not a complete representation of the meeting minutes. Instead, it is a list of important information and clarifications pertaining to the project. If any corrections, comments, or additional items are necessary, please notify Lance McIntosh at C&S Engineers, Inc. 602-997-7536.

1. Introductions
Meeting Conductors:
Lance McIntosh - C&S Companies
2. Meeting Attendance - See attached sheet
3. Scope of work: This project involves clearing and grubbing, bringing the existing ground to subgrade elevation, placing the pavement structural section and paint striping the improvements. Miscellaneous electrical and fencing items are also included in this project.
4. Information to Bidders: Funding for this project is coming from the FAA, ADOT and Yavapai County. Prevailing Wage and Salary Rates apply and all bidders must comply with all provisions of the Davis-Bacon Act and submit certified payrolls. The DBE goal is 10% and the EEO requirements are 19.6% Minority and 6.9% Female.
5. Operational Safety and Security at the Airport: All work is outside the movement area, however, coordination will be required as this project ties into the existing southwest apron. All gates shall remain closed and locked unless a Contractor furnished gate guard is on duty.
6. Construction Phasing: The construction phasing is identified in the Construction Safety Plan, which each plan holder received as part of their bid package. The requirements for barricading and emergency contact information are included in

- the Construction Safety Plan. The Contractor must comply with the Construction Safety Plan.
7. Proposal Form: Each bid item unit price must be written in words as well as numerically. Lance stated that bidders need to complete the proposal form as well as the other bid sheets in the specification book. All bids must be signed, addendums acknowledged, and list the Contractor's license number.
 8. Assurances, Certifications and Other Bid Requirements: Bidders must completely fill out the Authorized Signature Form, List of Subcontractors, Statutory Bid Bond in the amount of 10%, Non-Collusion Affidavit, Certification of Nonsegregated Facilities, Previous Contracts Subject to the EEO Clause, Assurance of DBE Participation, Certification Regarding Debarment, etc., Certification Regarding Foreign Countries, Buy American Certificate, and the Certificate of Insurability.
 9. Award of Contract: The Award of the Contract will be to the lowest, responsive, qualified bidder whose proposal conforms to the requirements of the bid documents. Award of the project is contingent on the approval of the FAA and ADOT and receipt of funding from both agencies. It is anticipated that the project will be awarded soon after the bid opening, however, the County may hold the bids for 120 days.
 10. Time Schedule and Liquidated Damages: 90 calendar days with liquidated damages at \$500 per day. Due to the FAA timeframe required for awarding funding, this project may be interrupted and put on hold until the spring.
 11. Addendum Items: Lance stated that following this meeting an addendum will be issued. The Contractor must acknowledge receipt of all addenda's in his/her bid packet on the proposal form. The minutes from this meeting and attendance form will be included in the addendum. It will also include the Instructions to Bidders, which was inadvertently left out of the specifications.
 12. Questions and discussion:
 - The subgrade preparation quantity does not match the aggregate base course quantity. We will verify quantities and if any changes need to be made, they will be included in the Addendum.
 - What is the total quantity for cut? This will be clarified in the Addendum.
 - The Addendum will contain the provisions for the CBR requirements for any import material.
 - What is the cost for water and the flow rate of the pump? This will be clarified via Addendum.

- Is it possible to chip the trees to be removed and spread them on the service road? No.
 - The burning provision in the clearing and grubbing specification will be removed via Addendum.
 - The binder specified is PG64-16, however local suppliers can meet the provisions of 70-10. This will be evaluated, and if necessary, changed via Addendum.
 - Can a better exhibit be provided for the soil boring locations? A clearer exhibit is provided with these meeting minutes.
13. Clarification prior to Bid Opening: All questions must be submitted to C&S Companies in writing four days prior to bid opening.
14. Bids are due on August 9, 2011 at 1:30 pm (AZ Time) to the Clerk of the Board of Supervisors. Bids will be opened at 2 pm. All bids must be submitted in the envelope provided and all forms outlined in the specifications must be included.



Not to Scale:

- LEGEND:**
- ⊕ APPROXIMATE LOCATION OF TEST BORING
 - ⊞ APPROXIMATE LOCATION OF TEST PIT

SEDONA AIRPORT-SW APRON EXPANSION

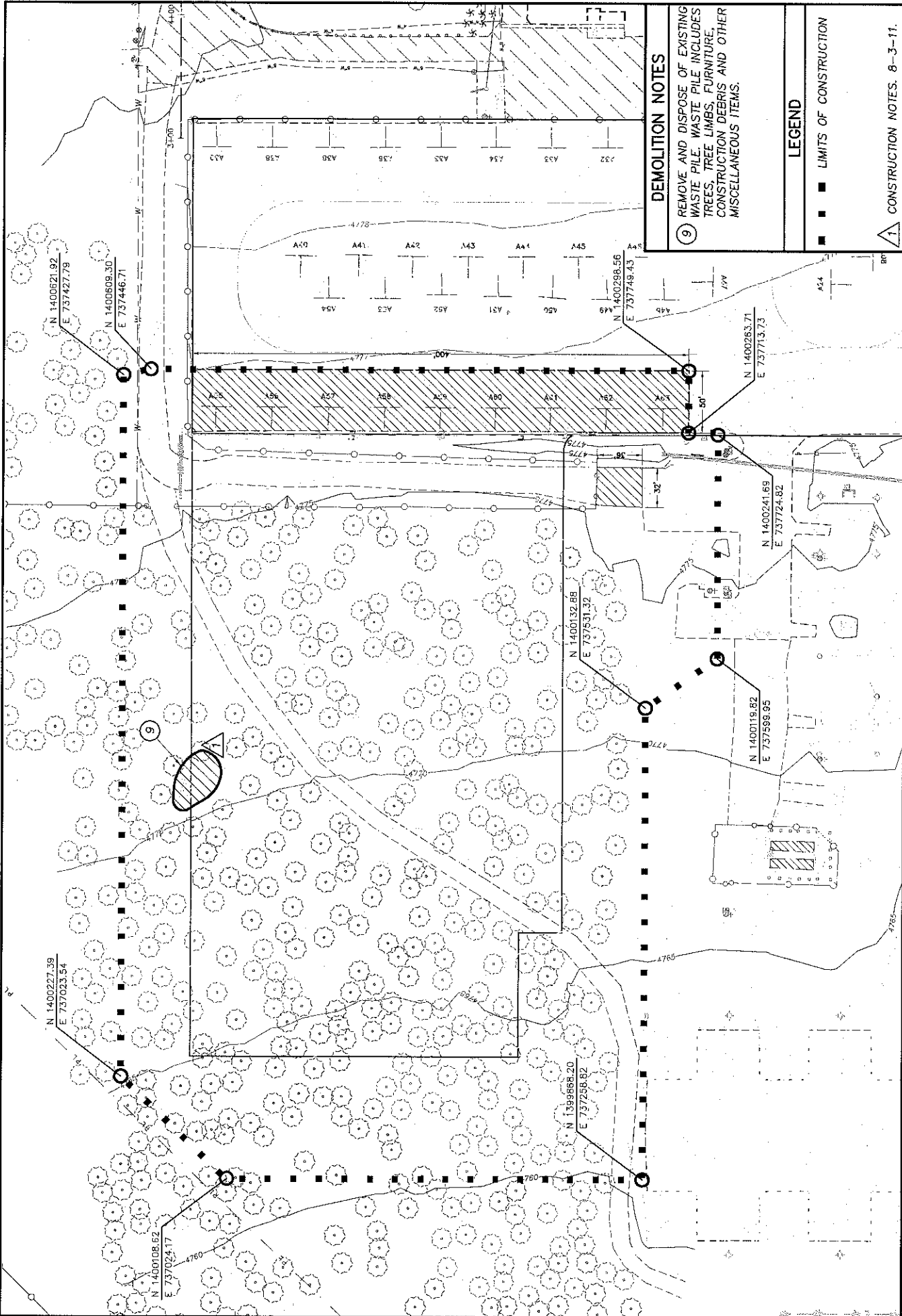
Boring/Test Pit Location Diagram

Western Technologies Inc.

Job No.: 2128JA074

Plate: 1





DEMOLITION NOTES

⑨ REMOVE AND DISPOSE OF EXISTING WASTE PILE. WASTE PILE INCLUDES TREES, TREE LIMBS, FURNITURE, CONSTRUCTION DEBRIS AND OTHER MISCELLANEOUS ITEMS.

LEGEND

■ ■ ■ LIMITS OF CONSTRUCTION

▲ 1 CONSTRUCTION NOTES. 8-3-11.

SEDONA AIRPORT
 APPENDUM NO. 1
 EXHIBIT "B"

C & S Engineers, Inc.
 9200 E. Pima Center Parkway, Ste 240
 Scottsdale, Arizona 85258
 Phone: (602) 991-7336
 Fax: (602) 991-7592
 www.csesco.com

