

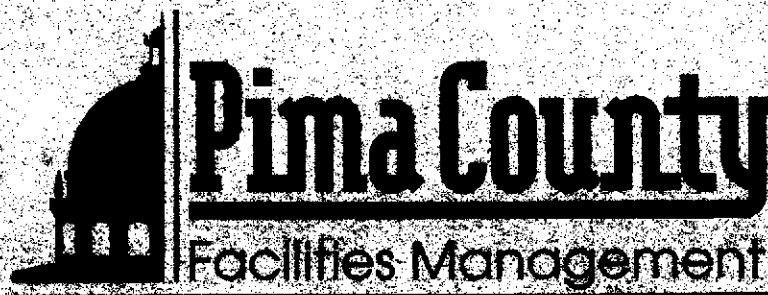
BID DOCUMENTS

SOLICITATION NO. 1101396

RICHEY BLVD. FUEL TANK REPLACEMENT

January, 2011

**Pima County Procurement Department
Design & Construction Division
130 West Congress Street, 3rd Floor,
Mall Stop DT-AB3-126, Tucson, Arizona 85701
(520) 740-3731 / Fax (520) 243-4434**



Pima County One Stop often has professional and administrative staff, managers, and experienced construction supervisors and workers available for immediate hire. Call (520) 243-6700 or contact One Stop at <http://www.pima.gov/CED/CS/OneStop/EmployerServ.html>

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NOTE: This solicitation incorporates updated **SBE** information reflecting current program changes. Bidders should read this information carefully before submitting their bid as there are forms Bidders **MUST** submit with their bid proposal.

ADDITIONAL DOCUMENTS: Specifications and plans prepared by M3 Engineering & Technology Corporation dated December 17, 2010.



INVITATION TO BID

BID DUE DATE/TIME: FEBRUARY 15, 2011, AT OR BEFORE 2:00PM LOCAL TUCSON TIME; PUBLIC BID OPENING IMMEDIATELY FOLLOWING THE 'BID DUE DATE/TIME'

Sealed bids for **IFB# 1101396 RICHEY BLVD. FUEL TANK REPLACEMENT** for the Pima County Facilities Management Department will be received at Pima County Procurement, Design & Construction, 130 West Congress Street, Administration Building, 3rd Floor, Mail Stop DT-AB3-126 Tucson, Arizona 85701.

The project consists of all work at the project location of 3355 N. Dodge Blvd., Tucson, AZ for the closure, removal and legal disposal of the existing 2 underground fuel tanks and replacement with a new 12,000 gallon total dual product (8,000 gallon unleaded/4,000 gallon diesel) above ground fuel tank including fuel lines, electrical conduits with wire, dispensers submersible pumps and veeder root fuel management system including all mechanical, electrical, civil, structural and instrument work pursuant to the Specifications and Plans by M3 Engineering & Technology Corporation dated December 17, 2010. Pima County tested the existing underground fuel tanks in October, 2010 and the fuel lines and tank tested tight.

The bid is separated into two lump sum base bid items. Note on Exhibit "B" Lump Sum for Construction contract, the bid is separated into a "Base Bid for Fuel Tank Replacement and Installation" and a "Base Bid for Masonry Screen Wall & Paint Finish". The Base Bid for Masonry Screen Wall & Paint Finish is to include all costs associated with only the portion of work related to the construction of the 8' masonry screen wall & paint finish. The portion of general conditions, labor, equipment, materials, bonds, and taxes applicable to this work for the masonry screen wall & paint finish will be included in this line item. The cost of the **remainder** of **all** the work included in these bid documents, specifications and plans is to be included in the Base Bid for Fuel Tank Replacement and Installation including the portion of general conditions, labor, equipment, materials, bonds, and taxes applicable to this work. Separation of these two lines is for County accounting purposes only. County anticipates awarding a single contract for all the work based on the lowest Total Base Bid. Failure to bid **both** the "Base Bid for Fuel Tank Replacement and Installation" and the "Base Bid for Masonry Screen Wall & Paint Finish" shall be cause for rejection of the bid as non responsive.

All work performed under this contract must comply with all Federal, State and Local laws, rules and regulations including but not limited to the Arizona Department of Environmental Quality Underground Storage Tank Program (ADEQ UST). This program requires that persons performing tank service on a UST system be certified or supervised by a certified individual. All work related to decommissioning shall be performed or supervised by a person certified in decommissioning by the ADEQ UST Program.

The estimated cost for all work for the project is approximately \$300,000.00-\$400,000.00. All work is to be completed in **135** calendar days from the start of the date of Notice to Proceed.

There will be a **PRE-BID MEETING** on **WEDNESDAY, JANUARY 26, 2010 at 10:00 A.M. Local Tucson Time**. The pre-bid meeting will be conducted at the project location: Pima County Regional Wastewater Reclamation Department, 3355 N. Dodge Blvd, Tucson, AZ in the large conference room off the main lobby of the Administration Building. Although this meeting is not mandatory, all interested parties are encouraged to attend as additional site visits are not anticipated.

NOTICE – LEGAL ARIZONA WORKERS ACT COMPLIANCE: All public agency contracts for services contain one or more provisions requiring compliance with Federal and State immigration laws pertaining to the hiring of employees. Pima County is implementing this requirement in Article XXVI of the Sample Contract entitled Legal Arizona Workers Act Compliance. By submitting a response to this solicitation, the respondent is certifying that they have read and will comply with this provision.

Bid Documents, Plans and Specifications may be obtained at **Reproductions, Inc., 234 East Sixth Street, Tucson, Arizona 85705**. Contact Reproductions, Inc. concerning document requests at (520) 622-7747, FAX: (520) 884-5059. The first set of documents may be obtained upon submission of a refundable deposit in the amount of \$50.00. Additional sets may be purchased directly from Reproductions, Inc. Deposits must be in the form of a check drawn payable to Pima County. The deposit will be returned upon return of a complete set of Bid



Documents, Plans and Specifications in good order within two weeks from the date of bid opening. The cost for additional documents is non-refundable.

Each bid must be accompanied by a bid guarantee of ten percent (10%) of the Total Base Bid (sum of both Base Bids). Pima County accepts the forms of bid guarantee provided in A.R.S. § 34-201(A)(3). If a surety bond is submitted as bid guarantee, it MUST be submitted in the form included with this solicitation. Use of other surety forms may be cause for rejection of bids as *non-responsive*.

A minimum goal of **FOUR PERCENT (4.00%)** for participation by Small Business Enterprises (SBE) as a percentage of the amount of the Total Base Bid (sum of both Base Bids) has been established for this project. **SBE documents included at the end of this solicitation contain forms that must be fully completed and included with bids.**

All bidders must hold a valid license issued by the State of Arizona Registrar of Contractors and maintain same throughout the duration of the contract term. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

Pima County reserves the right to reject any and all proposals or to withhold the award for any reason.

/s/ Melissa Hala'ufia
Melissa Hala'ufia, CPPB

PUBLISH: The Daily Territorial: January 19, 20, 21 and 24 2011



INSTRUCTIONS TO BIDDERS

1. **DATE AND PLACE FOR OPENING BIDS:** Sealed bids for **RICHEY BLVD. FUEL TANK REPLACEMENT** will be received at the Pima County Procurement Department, Design and Construction Division, Pima County Administration Building, 130 West Congress Street, 3rd Floor, Mail Stop DT-AB3-126, Tucson, Arizona 85701, until the time and date specified in the "INVITATION TO BID", at which time bids will be opened and publicly read. Late bids will not be considered, and will be returned unopened.

There will be a **Pre-Bid Meeting** on the date and at the time specified in the Invitation to Bid. The meeting will be held at the place specified in the Invitation to Bid.

2. **BID SUBMISSION:** The bidder shall state its price in writing and numbers for the work under this contract on EXHIBIT "B" BID FOR LUMP SUM CONSTRUCTION CONTRACT included in these bid documents. In the event of a conflict, the writing shall govern. All of the figures shall be in ink or typed. All revisions or corrections to figures on the bidding schedule shall be initialed in ink by an authorized officer or agent of the bidder. All signatures must be in ink by an individual duly authorized to bind the firm. **Bidders are advised that conditional bids that do not conform with or that request exceptions to the published solicitation and addenda including the sample contract may be considered non-responsive and not evaluated.**

Bids consist of the following information:

- a. Exhibit 'B' Bid For Lump Sum Construction Contract;
- b. Contractor Information Page including provision of individual's name and current and active decommissioning certification number with ADEQ UST program.
- c. List of Subcontractors;
- d. Small Business Enterprise (SBE) Assurances Verification (**SEE SBE DOCUMENTS**);
- e. Statement of Proposed SBE Utilization (**SEE SBE DOCUMENTS**)
- f. If unable to meet the goal, Certificate of Good Faith Effort/Request for Waiver (**SEE SBE DOCUMENTS**) **Note: Good faith efforts will not be recognized if the contractor failed to contact the Pima County M/W/S/BE Program Coordinator to request assistance in a timely manner (at least 3 working days) prior to the bid opening. The telephone number for the M/W/S/BE Program Coordinator is (520) 740-8465.**
- g. Bids must be accompanied by a **certified check, cashier's check or surety bond for ten per cent of the amount of the Total Base Bid made payable to Pima County** pursuant to A.R.S. § 34-201(A)(3). The Arizona Statutory Bid Bond form included in these documents must be used for surety bonds. Bonding companies must be licensed in Arizona. Use of other forms of bid bond (i.e. AIA form) may be cause for rejection as non-responsive.

In order to ensure consideration, the bid should be enclosed in a sealed envelope addressed to the Pima County Procurement Department and marked: "**IFB 1101396 RICHEY BLVD. FUEL TANK REPLACEMENT**".

3. **QUESTIONS:** All questions should be submitted in writing to **Melissa Hala'ufia, Commodity/Contracts Officer**, Pima County Procurement Department, Design and Construction Division, 130 West Congress Street, 3rd Floor, Mail Stop DT-AB3-126 Tucson, AZ 85701 (Fax 520-243-4434). **ALL QUESTIONS SHOULD BE SUBMITTED IN WRITING TO THE COMMODITY/CONTRACTS OFFICER.** Failure to comply with this paragraph **may be cause for rejection of the bidder as non-responsive.** Questions received seven (7) calendar days, or less, prior to the deadline for receiving bids may not be addressed.

Any clarifications or interpretations of this solicitation that materially affect or change the scope or intent will be issued via addenda and posted by the County on the County's web site (www.pima.gov/procure/ifbrfp-dc.htm). County will make an effort to notify potential bidders of addenda; however, it cannot guarantee that every potential respondent will be notified each time. Therefore, **it is the responsibility of all respondents to check the website periodically for addenda and to obtain this information in a timely manner.** Any bid that fails to acknowledge any addendum that directly affects cost, scope or schedule will be rejected as nonresponsive.



No oral interpretations shall be made to any bidder as to the meaning of any of the bid documents, or be effective to modify any of the provisions of the bid documents. Oral interpretations of the bid documents are not binding on the County.

4. **EVALUATION OF BIDS:** Bidders shall guarantee bid prices for sixty (60) calendar days after the date of bid opening to allow adequate time for evaluation and award. Responsive bids submitted by responsible bidders will be evaluated on the lowest Total Base Bid within the limits of available funding. The Board of Supervisors reserves the right to reject any or all bids and to waive any irregularities or informalities in any bid or in the bidding.

5. **UNBALANCED BIDS:** The COUNTY reserves the right to reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or unit prices. A bid is materially unbalanced when, despite an acceptable total evaluated price, the price of one or more contract line items or unit prices is significantly overstated or understated and there is a reasonable doubt that the bid will result in the lowest overall cost to the COUNTY, even though it may be the low evaluated bid.

6. **AWARD OF CONTRACT:** The COUNTY will normally act upon bids within 60 days of the bid opening. Award of the contract will be communicated to the awardee in a Notice of Award in writing from the Pima County Procurement Department Design and Construction Division. Upon receipt of the Notice of Award, the awardee is obligated to execute the contract and return it to the COUNTY within 10 days with the required payment and performance bonds and insurance certifications naming Pima County as additional insured for all operations performed within the scope of the Contract between COUNTY and CONTRACTOR. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the COUNTY.

7. **SUBSTITUTIONS AND PRIOR APPROVAL OF ALTERNATIVE PRODUCTS:** It is the intent of Pima County that these Bid documents comply with the provisions of the Arizona Revised Statutes as amended prohibiting the use of specifications proprietary to one supplier, distributor or manufacturer. When a specific reference to an article, manufacturer, proprietary name, device, product, material or fixture is made in these Bid documents, it is to establish a standard of quality and shall not be construed as limiting competition, and is used to describe more clearly the intended result.

Substitute products, materials, appliances, equipment, fixtures, or systems will be considered for prior approval. Any **bidding contractor** desiring to obtain prior approval(s) shall, **at least 8 calendar days** prior to the **original** deadline for receiving bids, submit, in a sealed envelope, his catalog cuts, shop drawings, or other descriptive literature for products, materials, appliances, equipment, fixtures, or systems for which he wished to make substitution. **The bidder shall make request to COUNTY utilizing the form included at the end of these Instructions to Bidders.** Submittal(s) shall include a complete and adequate analysis showing point-for-point comparison to specified item(s) or system(s) and shall prove equality or superiority. Include related Section and Drawing number(s), and fully document compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, statement of effect on construction time (if any) and coordination with other affected Work. Anything less than the above submittal requirements will not be considered.

A. **Prior approval requests must be made by bidding prime contractors. Direct submittals from subcontractors, material vendors, or manufacturers will not be accepted.**

B. The Architect/Engineer will be the initial judge of equivalency of proposed substitution(s) and will make recommendation of acceptance or rejection to COUNTY.

C. Prior to making a prior approval request, bidder shall satisfy himself that item or system he proposes is, in his best judgment, equal to that specified; that it will fit into space allocated; that it affords comparable ease of operation, maintenance, and service; that its appearance, longevity, and suitability for climate and use are comparable to that specified; and that substitution is in Owner's interest.

D. Manufacturer's data which is readily available to COUNTY is not acceptable for establishing proof of quality.



E. Provide laboratory test data performed by a nationally recognized independent testing laboratory known for its testing expertise. Laboratory test shall include types of materials used in substitute item or system, including their thickness and strength, and a direct comparison to item or system specified for capacities, capabilities, coatings, functions, life cycle usage, and operations.

F. No change in design intent will be allowed where item or system will be exposed and where it will be used.

G. Burden of proof that a proposed substitution is equal to a specified item or system shall be upon Contractor, who shall support his request with sufficient test data, samples, brochures, and other means to permit a fair and equitable decision on merits of proposal.

H. Based on Architect/Engineer's written recommendation of acceptance or rejection, COUNTY will determine acceptability of proposed substitutions. COUNTY will notify Bidders of COUNTY's acceptance not later than 5 calendar days prior to bid opening via an addendum to the Bid documents listing only accepted substitutions.

I. Acceptance of substitutions shall not relieve Contractor from responsibility for complying with all other requirements of the Bid documents and coordinating substitution(s) with adjacent materials and other affected equipment.

J. **Submit substitution requests to: Pima County Procurement Department, Design and Construction Division, Attention: Melissa Hala'ufia, Commodity/Contracts Officer, 130 West Congress Street, 3rd Floor, Mail Stop DT-AB3-126 Tucson, AZ 85701. CLEARLY IDENTIFY ON SUBMITTAL ENVELOPE THAT IT CONTAINS A SUBSTITUTION REQUEST.** All Technical Issues MUST be addressed by the Architect/Engineer, whose decision will be final, and whose response will be forwarded to the bidders by the Procurement Department.

8. **TIME FOR BEGINNING AND COMPLETING THE WORK:** The contractor shall commence the work upon receipt of a Notice to Proceed and shall complete the work within the time specified.

9. **SUSPENSION & DEBARMENT:** The Pima County Board of Supervisors reserves the right to reject the bid/proposal response of any persons or corporations who have previously defaulted on any contract with Pima County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in Pima County Code Section 11.28 and 11.32. By submitting this bid, the bidder is certifying that neither it nor any of its principals are currently suspended or debarred, or under consideration for suspension or debarment, by any public agency or entity at the local, state or Federal level. Bidder must provide a written explanation providing all material facts if they are not able to make this certification.

10. **ARIZONA CONTRACTOR'S LICENSE:** Each bidder shall have, at the time of bid submission, and maintain for the duration of the contract term, an Arizona Contractor's License of the type required by the State of Arizona for the work described in these Bid Documents.

11. **SUBCONTRACTORS:** Pima County does not support post-bid price competition among subcontractors (i.e. "bid shopping"). To assist in prevention of "bid shopping" on construction projects, bidders shall submit with their bid, on the form provided, a subcontractor list providing the name of all first tier subcontractors that are above \$5,000. Only the names must be submitted with the bid. The apparent low bidder must provide the subcontractor's license numbers and the dollar amount of all subcontracts before the end of the second business day after issuance of the Notice of Recommendation for Award.

Bids not in compliance with this requirement may be deemed ineligible for award. If, however, failure to comply would result in rejection of the lowest bid, and the next lowest responsive bid is 5% higher (or more) than the lowest bid, the County shall allow the lowest bidder until the end of the second business day from the date of notice of recommendation for award to submit the required subcontractor list, including subcontractor license numbers and the dollar amounts of subcontracts.



Submission of the subcontractor list shall constitute certification that the listed subcontractors will perform work on the project in the approximate amount stated on the subcontractor list. No subcontractor may be changed or substituted without the prior approval of the County. Substitution of non-SBE subcontractors may be approved at the discretion of the County for reasons including but not limited to, non-responsiveness, insolvency or any other reason deemed to be in the best interest of the County.

12. JOINT VENTURERS: Bidders that submit a bid as a Joint Venture must include a copy of the Joint Venture Agreement at the time of bid. The bid must be executed by the Joint Venture Partners or by one Joint Venturer with a letter of authorization from the other Joint Venture Partners. The bid bond must be presented in the Joint Venture's name as the Principal.

13. NON-COLLUSION: Each bidder, by signing and submitting a bid, is certifying that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with this bid.

END OF INSTRUCTIONS TO BIDDERS



REQUEST FOR PRIOR APPROVAL OF SUBSTITUTE ITEMS OR SYSTEMS

RICHEY BLVD. FUEL TANK REPLACEMENT

A complete reproduction of this form shall accompany all requests for prior approval. Failure to submit form with request shall be cause for rejection. Form and complete request shall be submitted to the address contained in the Instructions to Bidders. Substituted items or systems may be incorporated into the Work only after receipt of COUNTY's written approval in the form of an addendum. Fill in all applicable spaces and cross out all nonapplicable information bracketed ([]) or unbracketed.

Date: _____

[Subcontractor] [Material Vendor] [Manufacturer]: _____

Item or System: _____

Specification Section Reference: _____

Drawing Reference: _____

Effect, if any, on Construction Time: _____

Summary of Related Work Requiring Coordination (if any): _____

(Contractor shall assume responsibility for complete coordination with Work of all trades involved if Request for Prior Approval is approved.)

Attached documentation: The following is herewith attached to provide complete documentation of requested substitution. (Indicate with a check next to those documents attached.)

- 1. Point-for-Point Comparison: _____
- 2. Product Data: _____
- 3. Samples: _____
- 4. Shop Drawings: _____
- 5. Test Reports: _____
- 6. Other: _____

Submitting Prime Contractor's Signature

Printed Name

Submitting Prime Contractor's
Phone Number

Fax Number

Email Address



EXHIBIT "B" BID FOR LUMP SUM CONSTRUCTION CONTRACT (1 PAGE)

BID OF: _____
 (CONTRACTOR'S NAME)

The undersigned bidder has carefully examined the Bid Documents and the site of the work for the **RICHEY BLVD. FUEL TANK REPLACEMENT** for the Pima County Board of Supervisors, and will provide all necessary machinery, tools, apparatus, and other means of construction and do all the work and furnish all material called for by this Contract, including the Specifications and Plans incorporated herein, and in accordance with the requirements of the Pima County Facilities Management.

The undersigned bidder understands that the quantity of work as shown herein shall be Lump Sum, complete in place.

BASE BID:

BIDDER AGREES TO PERFORM ALL OF THE NECESSARY WORK DESCRIBED IN THESE SPECIFICATIONS AND AS SHOWN ON THE DRAWINGS FOR THE SUM OF:

A. Base Bid for Fuel Tank Replacement and Installation

_____ DOLLARS(\$ _____)
 (written amount-Base Bid Fuel Tank Replacement and Installation)

B. Base Bid for Masonry Screen Wall & Paint Finish

_____ DOLLARS(\$ _____)
 (written amount-Base Bid Masonry Screen Wall & Paint Finish)

TOTAL BASE BID (SUM OF TWO BASE BIDS ABOVE) (\$ _____)

The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, all applicable taxes and bonds, and the performance of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the bid documents.

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Any bid that fails to acknowledge any addendum that directly affects cost, scope or schedule will be rejected as nonresponsive.

Addendum #	By (Initials of Bidder's Personnel)	Date	Addendum #	By (Initials of Bidder's Personnel)	Date

Bidder hereby certifies that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

By submitting this bid, Bidder certifies that it possesses the appropriate license required by the Arizona Registrar of Contractors for the work herein.

Signature of Bidder: _____

Printed Name: _____ Date: _____



CONTRACTOR INFORMATION PAGE

COMPANY NAME: _____

NAME & TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX NO: _____

EMAIL ADDRESS: _____

CORPORATE HEADQUARTERS (CITY, STATE) _____

NAME OF PERSON TO CONTACT FOR WORK ORDERS/SCHEDULING _____

Contractor possesses the following license(s) to perform the work specified herein as required by the Arizona Registrar of Contractors

License Number: _____ Class: _____

License Number: _____ Class: _____

License Number: _____ Class: _____

UNDERGROUND STORAGE TANK PROGRAM- TANK SERVICE PROVIDER CERTIFICATION

Persons performing tank service on a UST system must be certified or supervised by a certified individual. All work related to decommissioning shall be performed or supervised by a person certified in decommissioning by the ADEQ UST Program. Please list below the certified individual that will be performing or supervising the decommissioning services. Pima County will verify this information with the ADEQ UST program

FIRM	INDIVIDUAL	CERTIFICATION NUMBER



LIST OF SUBCONTRACTORS

(To be filled out and submitted with Bid)

OWNER'S PROJECT: RICHEY BLVD. FUEL TANK REPLACEMENT

In compliance with the Instructions to Bidders, the Undersigned submits the following names of subcontractors to be used in performing the work for this project. License numbers and dollar amounts need not be supplied with your bid but must be supplied by the apparent low bidder before the second business day after issuance of Notice of Recommendation for Award.

TRADE	SUBCONTRACTOR'S NAME	SUBCONTRACTOR LICENSE NUMBER	DOLLAR AMOUNT
Demolition			
Earthwork			
Soil Treatment			
Paving & Surfacing			
Site Improvements			
Concrete Reinforcing			
Cast-in-Place Concrete			
Masonry			
Structural Steel			
Steel Joists			
Steel Decking			
Light-gage Metal Framing			
Metal Fabrications			
Rough Carpentry			
Architectural Woodwork			
Dampproofing			
Insulation			
Roofing			
Flashing & Sheet Metal			
Sealants			
Sheet Metal Roofing			



TRADE	SUBCONTRACTOR'S NAME	SUBCONTRACTOR LICENSE NUMBER	DOLLAR AMOUNT
Metal Doors & Frames			
Wood Doors			
Special Doors			
Entrances & Storefronts			
Metal Windows			
Hardware			
Glazing			
Lath & Plaster			
Gypsum Wallboard			
Ceramic Tile			
Acoustical Panel Ceilings			
Resilient Flooring			
Carpeting			
Painting			
Chalkboards & Tackboards			
Signage			
Plumbing			
Fire Protection System			
HVAC			
Electrical			
Other			
Other			

Submitted by: _____
 (Contractor)

Signed _____ Title _____



ARIZONA STATUTORY BID BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than be 10% of bid amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____

(hereinafter "Principal"), as Principal, and _____

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with its principal offices in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County, Arizona (hereinafter "Obligee"), in the sum of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the work titled:

RICHEY BLVD. FUEL TANK REPLACEMENT

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

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

Principal By: _____

Surety By: _____



PIMA COUNTY FACILITIES MANAGEMENT DEPARTMENT PROJECT: RICHEY BLVD. FUEL TANK REPLACEMENT	<u>SAMPLE CONTRACT</u>
CONTRACTOR:	
AMOUNT:	
FUNDING: []	
	(STAMP HERE)

CONSTRUCTION SERVICES AGREEMENT

THIS CONTRACT is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and _____ hereinafter called CONTRACTOR.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONTRACTOR for the above named project at 3355 N. Dodge Blvd., Tucson, AZ for the closure, removal and legal disposal of the existing 2 underground fuel tanks and replacement with a new 12,000 gallon total dual product (8,000 gallon unleaded/4,000 gallon diesel) above ground fuel tank; and

WHEREAS, CONTRACTOR submitted the low responsive bid to COUNTY in response to Pima County Solicitation No. 1101396 for said work.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as approved by the Board of Supervisors on [MM/YY/DD], shall commence on [MM/DD/YY], and shall terminate on [MM/DD/YY], unless sooner terminated or further extended for the purposes of project completion. Any modification or extension shall be by formal written amendment executed by the parties hereto.

Construction completion time for the work to be performed under this Contract shall be **135 calendar days** from the date of Notice to Proceed. Liquidated damages shall be assessed based upon the construction completion time.

COUNTY shall have the option to extend the Contract termination date for purposes of project completion. Any modification or extension of the contract termination date shall be by formal written amendment executed by the parties hereto. Change orders must be approved by the Procurement Director or the Board of Supervisors, as required by the Pima County Procurement Code, before the work under the change commences.

ARTICLE II - SCOPE OF SERVICES

CONTRACTOR shall provide for the COUNTY all labor, materials and equipment necessary to perform the work provided in Exhibit "A": Scope of Work which is incorporated herein the same as if set forth. All work shall be done per specifications called for in the bid documents, Pima County Solicitation No. 1101396, Plans and Specifications, General Conditions, and Supplemental Conditions, if any, to the Contract, and other documents incorporated into this contract, all made a part hereof.



ARTICLE III - COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in the manner hereinafter specified.

CONTRACTOR shall provide detailed documentation in support of requested payment. Payments will be made in accordance with A.R.S. § 34-221.

Total payment for this Contract shall not exceed [_____]. Payment for this Contract shall be made based on Exhibit "B" Bid for Lump Sum Construction Contract (1 page), hereby incorporated herein, for the lump sum amount of the Total Base Bid.

For the period of record retention required under Article XXII, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the contract or law.

ARTICLE IV - INSURANCE

CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between COUNTY and CONTRACTOR:

- a) Commercial General Liability Insurance at least as broad as ISO's Standard CG 00 01 Form, and including Products/Completed Operations, in an amount not less than \$1,000,000.00 combined single limit Bodily Injury and Property Damage; and
- b) Commercial or Business Automobile Liability Insurance at least as broad as ISO's Standard CA 00 01 Form, for owned, non-owned and hired vehicles used in the performance of this Contract with limits not less than \$1,000,000.00 combined single limit, or \$1,000,000.00 bodily injury and \$1,000,000.00 property damage; and,
- c) Statutory Workers' Compensation including not less than \$1,000,000.00 Employers Liability Coverage.
- d) Builder's Risk Insurance does does not apply to this contract. If Builder's Risk Insurance applies to this contract, then the CONTRACTOR shall be required to maintain throughout the course of construction, Builder's Risk Insurance in a dollar amount equal to the full insurable value of the work under contract, which shall include "All Risk" coverage. Pima County shall be named as a "Loss Payee". CONTRACTOR shall be responsible for equipment, materials, and supplies until completion of the project and acceptance by Pima County.

CONTRACTOR shall provide COUNTY with current certificates of insurance. All certificates must provide for guaranteed 30 days written notice of material change, non-renewal or cancellation.

ARTICLE V - INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees, subcontractors, or anyone under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article shall not extend to the negligence of COUNTY, its agents, employees or indemnitee. Upon request, CONTRACTOR shall indemnify and hold harmless any private property owner granting a right of entry to CONTRACTOR for the purpose of completing the project.



ARTICLE VI - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

The status of CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR's officers, agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR shall be responsible for payment of all federal, state, and local taxes associated with compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Contract.

ARTICLE VIII - CONTRACTOR/SUBCONTRACTOR PERFORMANCE

CONTRACTOR shall perform the work with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. CONTRACTOR shall employ suitably trained and skilled personnel to perform all services under this Contract.

CONTRACTOR shall ensure that all Subcontractors have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this contract. CONTRACTOR shall not permit any subcontractor to perform work that does not fall within the scope of the Subcontractor's license, except as may be permitted under the rules of the Registrar of Contractors.

CONTRACTOR will be fully responsible for all acts and omissions of its subcontractor(s) and of persons directly or indirectly employed by subcontractor and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

CONTRACTOR shall perform the work using the subcontractors identified on the subcontractor list submitted with CONTRACTOR's bid. Contractor may not replace any subcontractor named on that list without the prior approval of COUNTY.

ARTICLE IX - ASSIGNMENT

CONTRACTOR shall not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of the COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE X - NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.



ARTICLE XI - AMERICANS WITH DISABILITIES ACT (ADA)

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONTRACTOR is carrying out government programs or services on behalf of COUNTY, then CONTRACTOR shall maintain accessibility to the program to the same extent and degree that would be required of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

ARTICLE XII - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this contract, COUNTY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this contract.

ARTICLE XIII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete compliance with any of the terms or provisions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated into this contract by reference.

ARTICLE XV - TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONTRACTOR to cure a default under this Contract within 10 days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, or plant on the work site necessary for completing the work. The CONTRACTOR and its sureties shall be liable for any damage to the COUNTY resulting from CONTRACTOR's default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following shall constitute an event of default:
1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 2. Persistent or repeated refusal or failure to supply enough properly skilled workmen or materials to perform the work on schedule;
 3. Failure to provide competent supervision at the site;
 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or remove any defective or deficient Material
 5. Failure to make prompt payment to subcontractors or suppliers for material or labor;
 6. Loss of contractor, business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR's performance of this Contract;
 7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract; or



8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project shall become COUNTY's property and shall be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
 2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
 3. Subject to the immediately preceding subparagraph (2), COUNTY's liability to CONTRACTOR shall not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor the CONTRACTOR charged with damages under this Article, if—
1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another Contractor in the performance of a contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the CONTRACTOR and the subcontractors or suppliers; and
 2. The CONTRACTOR, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies the COUNTY in writing of the cause(s) therefor. In this circumstance, the COUNTY shall ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, "receipt of notice" shall include receipt by hand by CONTRACTOR's onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

ARTICLE XVI - TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Contract at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the COUNTY, become its property. If the Contract is terminated by COUNTY as provided herein, CONTRACTOR shall be paid an



amount based on the time and expenses incurred by CONTRACTOR prior to the termination date, however, no payment shall be allowed for anticipated profit on unperformed services.

Notwithstanding any other provision of this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE XVII - NOTICES

Any Notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY: Reid Spaulding, Director
Pima County Facilities Management
150 West Congress Street - 5th Floor
Tucson, AZ 85701
Tel: 520-740-3085
Fax: 520-740-3900

CONTRACTOR: _____

ARTICLE XVIII - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is Non-Exclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE XIX - CONTRACT DOCUMENTS

A. INCORPORATION OF DOCUMENTS: CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in SOLICITATION NO. 1101396, EXHIBIT "B" BID FOR LUMP SUM CONSTRUCTION CONTRACT, BID, PAYMENT, AND PERFORMANCE BONDS, GENERAL CONDITIONS, SPECIAL PROVISIONS, PLANS, CONSTRUCTION DOCUMENTS, DRAWINGS AND SPECIFICATIONS, ADDENDA, and on information provided in the CONTRACTOR response to this solicitation. These documents are hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.

B. ORDER OF PRECEDENCE: In the event of a conflict or inconsistency between or among the documents incorporated into this contract, the Contract Documents shall take precedence in the following order:

- a) This Contract
- b) Supplemental Conditions, if any
- c) General Conditions
- d) Technical Specifications and Plans
- e) Contractor Response to the Solicitation
- f) Instructions to Bidders
- g) Invitation to Bid

The parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among contract documents. Any such Agreement interpreting the Contract shall be incorporated into the Contract by Amendment.

ARTICLE XX - BONDING REQUIREMENTS

In accordance with A.R.S. § 34-221, et. seq., the CONTRACTOR shall provide Payment and Performance bonds for not less than one hundred percent (100%) of the contract amount. Copies of said bonds shall be attached to and become a part of this contract.



ARTICLE XXI - OWNERSHIP OF DOCUMENTS

All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by CONTRACTOR under this Contract shall vest in and become the property of the COUNTY and shall be delivered to COUNTY upon completion or termination of the services, but CONTRACTOR may retain record copies thereof.

ARTICLE XXII - BOOKS AND RECORDS

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, CONTRACTOR shall retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE XXIII - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XXIV - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE XXV - PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(G) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to this solicitation that respondent reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. CONTRACTOR shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE XXVI - LEGAL ARIZONA WORKER'S ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws").



CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to COUNTY approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

ARTICLE XXVII- SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. §§ 35-391.06 and 393.06, CONTRACTOR hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by CONTRACTOR may result in action up to and including termination of this contract.

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ARTICLE XXVIII-ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This contract may be modified, amended, altered or extended only by a written Amendment signed by the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Contract on the dates written below.

PIMA COUNTY

CONTRACTOR

Chair Board of Supervisors

Signature

Date ____/____/____

Name and Title (Please Print)

Date ____/____/____

ATTEST:

Clerk of Board

Date: ____/____/____

APPROVED AS TO FORM:

Deputy County Attorney

Printed Name

Date ____/____/____



EXHIBIT "A"

SCOPE OF WORK:

The project consists of all work at the project location of 3355 N. Dodge Blvd., Tucson, AZ for the closure, removal and legal disposal of the existing 2 underground fuel tanks and replacement with a new 12,000 gallon total dual product (8,000 gallon unleaded/4,000 gallon diesel) above ground fuel tank including fuel lines, electrical conduits with wire, dispensers submersible pumps and veeder root fuel management system including all mechanical, electrical, civil, structural and instrument work pursuant to the Specifications and Plans by M3 Engineering & Technology Corporation dated December 17, 2010.

End of Exhibit "A"



ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

[NAME OF CONTRACTOR]

(hereinafter "Principal"), as Principal, and _____

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County (hereinafter "Obligee") in the amount of **[AMT OF CONTRACT]**, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the, **[CONTRACT AWARD DATE]** for:

RICHEY BLVD. FUEL TANK REPLACEMENT

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

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

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

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

Principal By: _____

Surety By: _____



ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

[NAME OF CONTRACTOR]

(hereinafter "Principal"), as Principal, and _____
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County, Arizona (hereinafter "Obligee") in the amount of **[AMT OF CONTRACT]**, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the **[CONTRACT AWARD DATE]** for:

RICHEY BLVD. FUEL TANK REPLACEMENT

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

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

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

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

Principal By: _____

Surety By: _____



GENERAL CONDITIONS

Article 1. DEFINITIONS --

Whenever in these Specifications, or in any document of instructions where these Specifications govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

BID: The offer of the Bidder for the work when properly made out on forms containing the Bid for Lump Sum Construction supplied by the Board and properly submitted, signed and guaranteed.

BID DOCUMENTS: All Drawings, Technical Specifications, Supplementary General and/or General Conditions, Bid Schedule, Construction Contract and Bonds, and Contract Documents.

BIDDER: Any individual, firm or corporation, qualified as herein provided, legally submitting a Bid for the work contemplated, acting directly or through an authorized representative.

BOARD: The Board of Supervisors, Pima County, Arizona, acting under authority of the laws of Arizona.

BUILDING CODE: The directions, provisions, and requirements contained in the current edition of the Building Codes, with amendments, as adopted by Pima County, supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, quality and quantity of material to be furnished and measurement for payment of same.

CONTRACT: The written agreement covering the performance of the work and the furnishing of labor, equipment, and materials in the construction of the work. The Contract includes the Invitation to Bid and Bid Documents, including Instruction to Bidders, Bid Schedule, Plans, Technical Specifications, Supplementary General and/or General Conditions, Bonds, Supplementary Agreements, and all written requirements that reasonably could be required to insure the proper completion of the work in a substantial and acceptable manner. These documents may also be referred to as the CONTRACT DOCUMENTS.

CONTRACT BOND: The approved form of security furnished by the Contractor and his Surety as a guarantee on the part of the Contractor to execute the work in accordance with the terms of the Contract.

CONTRACTOR: The party who undertakes to execute the work, acting directly or through an authorized lawful agent or employee.

COUNTY: Pima County, Arizona, a body politic and corporate, the owner of the work.

DIRECTOR: The Pima County Facilities Management Department Director, an assistant or other representative duly authorized by the Director to act for the Director.

EXTRA WORK: Work, including materials, for which no price agreement is contained in the Contract and which is deemed necessary for the proper completion of the work.

ITEM: A detail of work for which separate payment is made.

LABORATORY: The established laboratory of the Department or other laboratories authorized by the COUNTY to test materials and work involved in the Contract.

PLANS: The Contract drawings or exact representations thereof, which show the location, character, dimensions, and details of the work.



SUPPLEMENTARY AGREEMENT: A written agreement executed by the Contractor and the County covering alterations to the project. A change order or a force account work request prepared on the approved form of the Department is a supplementary agreement.

SUPPLEMENTARY GENERAL CONDITIONS: The Supplementary General Conditions are additional to the General Conditions that are conditions or requirements peculiar to the project under consideration.

SURETY: The corporate body which is bound with and for the Contractor, who is primarily liable, and which (agrees) to be responsible for its payment of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

THE WORK: All of the work specified in the Contract.

Article 2. RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES --

The existence and locations of underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the Contractor before starting work. Excavations in the vicinity of existing structures and utilities shall be carefully done by hand. The Contractor shall be held responsible for any damage to, and for maintenance and protection of existing utilities and structures.

Article 3. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC --

a. **Laws to be Observed** -- The Contractor is presumed to be familiar with and at all times shall observe and comply with all Federal and State laws and local bylaws, workmen's compensation, occupational disease, and unemployment compensation laws together with the payment of all premiums and taxes therefor, also all laws, ordinances, and regulations in any manner affecting the conduct of the work and shall indemnify and hold harmless the County of Pima and its representatives against any claim arising from the violations of such laws, bylaws, ordinances or regulations, whether by the Contractor itself or by the Contractor's employees.

b. **Permits and Licenses** -- The Contractor shall procure and pay for all permits including but not limited to County building permits, and pay sewer connection fees. Contractor shall post required permits on site and give all notices necessary and incidental to the due and lawful prosecution of the work. All other permits, fees, and applications for water, gas, and electric etc., shall be procured and paid for by the Contractor.

c. **Sanitary Provisions** -- The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements and regulations of the State Department of Health or other authorities having jurisdiction therein.

d. **Public Convenience and Safety** -- The Contractor shall have due regard for the public health and shall conduct the work in such a manner as to provide and insure the safety and convenience of the public.

When special conditions prevail and extraordinary measures are necessary, the details will be set forth in the General Conditions.

e. **Barricades, Danger, Warning, and Detour Signs** -- The Contractor shall at its expense and without further order provide, erect, and maintain at all times during the progress or temporary suspension of the work such barricades, fences, warning lights, danger signals, reflectors, signs, or other protective devices as are required to insure the safety of the public, those engaged in connection with the work and the work itself.

Unless otherwise expressly stated in the Contract, no measurement or direct payment for this work will be made, but the cost of providing, erecting, and maintaining such protection devices, including guards, watchmen and/or flagmen as required shall be considered as included and paid for in the contract prices for the work.

f. **Use of Explosives** -- Prohibited

g. **Preservation and Restoration of Property** -- The Contractor shall be responsible for the preservation of all public and private property on the surface or underground, along and adjacent to the work and shall conduct its



operations so as to insure the prevention of injury or damage thereto. No land monuments or property shall be disturbed or moved until an authorized agent has witnessed or otherwise referenced their locations.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence or the non-execution thereof on the part of the Contractor, such property shall be restored by the Contractor at its own expense, to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or it shall make good such damage or injury in an acceptable manner.

h. Contractor's Responsibility for Work -- Until written final acceptance of the work by the COUNTY, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by action of elements, or from any other cause, whether arising from the execution or non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages of any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

In case of the suspension of work for any cause whatever, the Contractor shall be responsible for all work and materials and shall take proper care of the work, storing all materials if necessary, and shall provide suitable drainage of the work and erect necessary temporary structures.

i. Waiver of Legal Rights -- The County shall not be precluded or be estopped, by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract. Neither the acceptance by the County or by any representative of the County nor any payment, nor acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the County shall operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damage herein provided. A waiver of any breach of the Contract shall not be held to be waiver of any other subsequent breach.

Article 4. ACCIDENTS --

The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work.

The Contractor must promptly report in writing to the COUNTY all accidents whatsoever arising out of, or in connections with the performance of the work, whether on or adjacent to the site, which caused death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the COUNTY and the Board.

If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the COUNTY, giving full details of the claim.

Article 5. PIMA COUNTY BUILDING CODES --

The work embraced herein shall be done in accordance with the following Building Codes, Ordinances and Standards, with all amendments, as currently adopted by Pima County, together with any applicable Special Conditions, which are additional to and may supersede portions of these Codes. As of January 2007, this list includes the following Codes, Ordinances and Standards:

2006 International Building Code – published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, VA, 22041-3401, phone 703-931-4533, as modified by Pima County Amendments.

2006 International Residential Code – published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, VA, 22041-3401, phone 703-931-4533, as modified by Pima County Amendments.



2006 International Mechanical Code – published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, VA, 22041-3401, phone 703-931-4533, as modified by Pima County Amendments.

2006 International Plumbing Code or the State Plumbing Code – published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, VA, 22041-3401, phone 703-931-4533, as modified by Pima County Amendments.

2005 National Electric Code (NFPA 70) – published by the National Fire Protection Association, 60 Batterymarch Street, Boston, MA, 02110, as modified by Pima County Amendments.

2006 International Energy Conservation Code – published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, VA, 22041-3401, phone 703-931-4533, as modified by Pima County Amendments.

2006 International Fuel Gas Code – published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, VA, 22041-3401, phone 703-931-4533, as modified by Pima County Amendments.

2006 International Property Maintenance Code – published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, VA, 22041-3401, phone 703-931-4533, as modified by Pima County Amendments.

2006 International Wildland – Urban Interface Code – published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, VA, 22041-3401, phone 703-931-4533, as modified by Pima County Amendments.

2006 Pima County Outdoor Lighting Code – available upon request from Pima County Development Services, 201 N. Stone Avenue, Tucson, AZ 85701, phone 520-740-6520.

2006 Pima County/City of Tucson Sustainable Energy Standard – available at www.PimaXpress.com.

Inclusive Home Design Ordinance – available at www.PimaXpress.com.

Where codes and/or regulations of other agencies having jurisdiction are more stringent these will take precedence.

Article 6. <Reserved>

Article 7. **LIQUIDATED DAMAGES FOR DELAY**

Work under this contract shall be substantially completed for beneficial occupancy as defined in A.I.A. Doc. A201 subparagraph 8.1.3. If the CONTRACTOR fails to substantially complete this contract for beneficial occupancy within **135** calendar days from issuance of a notice to proceed, then and in that event, for each day this contract shall remain uncompleted for beneficial occupancy, COUNTY may deduct the sum of **\$250 PER CALENDAR DAY**, from the contract price as payment by CONTRACTOR of the liquidated damages sustained by reason of the failure of CONTRACTOR to substantially complete this contract for beneficial occupancy within the time period specified. Provided, however, that if the completion of this contract is delayed by COUNTY, by general strikes, acts of God, or casualty beyond CONTRACTOR's control, then and in such event, the time of completion of this contract shall be extended for an additional period equal to the amount of time lost due to such delay. Provided, always, however, that CONTRACTOR shall at the time of such delay, if any, request of COUNTY in writing such additional time in which to complete the performance of this Contract.

This article and the dates herein shall be equally binding whether or not Alternate Bids are included in this contract.

However, if the completion of The Work is delayed by the County, by general strikes, acts of God, or casualty beyond the Contractor's control, then the time of completion of The Work shall be extended for an additional period equal to the amount of time lost due to such delay. Contractor shall at time of such delay Request, in writing, such additional time in which to complete The Work.



Article 8. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS --

The Bid documents are complementary, and what is called for by any one shall be as binding as if called for by all, and the most stringent requirement shall apply. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

Article 9. DETAIL DRAWINGS AND INSTRUCTIONS --

The COUNTY shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Bid documents, true developments thereof, and reasonably inferable therefrom.

Article 10. COPIES OF DRAWINGS FURNISHED --

COUNTY shall provide, at no cost to the contractor, two complete sets of permit submittal documents reviewed and approved for construction by Pima County Development Services.

COUNTY shall provide, at no cost to the contractor, five (5) non-reproducible sets of construction documents used during the course of bidding the work (Bid Sets) for execution on the work. It shall be the contractor's responsibility to insure that any modifications, called for, as a result of the permit process, are transferred to the bid sets.

Contractor may purchase additional sets of code-approved sets or bid sets construction documents, at their expense.

Article 11. ORDER OF COMPLETION --

The Contractor shall submit at such times as may be requested by the COUNTY, schedules which shall show the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts.

Article 12. CONSTRUCTION DOCUMENTS ON THE JOB SITE --

The Contractor shall keep one copy of code approved construction documents on the job site, in good order, available to the COUNTY and to his representatives. This set of documents shall be kept current as to pending and approved changes in the work.

Article 13. OWNERSHIP OF DRAWINGS --

All drawings, specifications, and copies thereof furnished by the COUNTY are the property of Pima County. They are not to be used on other work and with the exception of the signed Contract set, are to be returned to COUNTY on request, at the completion of the work. All models are the property of the County.

Article 14. CONTRACTOR'S UNDERSTANDING --

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the conformation of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversations with any officer, agent or employee of the County, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.



Article 15. MATERIALS, APPLIANCES, EMPLOYEES --

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned him.

Article 16. ROYALTIES AND PATENTS --

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall hold the County harmless from loss of account thereof, except that the County shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent it shall be responsible for such loss unless it promptly gives such information to the COUNTY.

Article 17. SURVEYS, PERMITS, AND REGULATIONS --

The County shall furnish all property surveys unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor except as noted in Article 3.b. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the County unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, it shall promptly notify the COUNTY in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the COUNTY, it shall bear all costs arising therefrom.

Article 18. PROTECTION OF WORK AND PROPERTY --

The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. It shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Bid documents or caused by Agents or employees of the County. It shall adequately protect adjacent property as provided by law and the Bid documents. It shall provide and maintain all passage ways, guard fences, lights, and other facilities for protection required by public authority or local conditions.

If an emergency should occur affecting the safety of life or the work or of adjoining property, the Contractor, without special instruction or authorization from the COUNTY, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so instructed or authorized. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by the COUNTY.

Article 19. INSPECTION OF WORK --

The COUNTY representatives, shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. COUNTY shall have the authority to reject all work and materials which do not conform to the Contract.



If the specifications, the COUNTY's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the Contractor shall give the COUNTY timely notice of its readiness for inspection and if the inspection is by an authority other than the COUNTY, of the date fixed for such inspection. Inspections by the COUNTY shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the COUNTY, it must, if required by the COUNTY, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the COUNTY and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the Bid documents, the Board shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Bid documents the Contractor shall pay such cost.

Article 20. SUPERINTENDENCE - SUPERVISION --

The Contractor shall keep on its work site during its progress a competent Superintendent and any necessary assistants, all satisfactory to the COUNTY. The Superintendent shall not be changed except with the consent of the COUNTY, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in its employ. The Superintendent shall represent the Contractor in its absence and all directions given to it shall be as binding as if given to the Contractor. Important directions shall be confirmed by written request in each case. The Contractor shall give efficient supervision to the work, using its best skill and attention.

If the Contractor, in the course of the work, finds any discrepancy between the construction documents and the physical conditions of the locality, or any errors or omissions in the construction documents or in the layout as given by points and instructions, it shall be its duty to immediately inform the COUNTY, in writing, and the COUNTY shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

Neither the County, nor the Contractor, shall employ an employee of the other without consent.

Article 21. CHANGES IN THE WORK --

The County, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. Change orders must be approved by the Procurement Director or the Board of Supervisors, as required by the Pima County Procurement Code, before the work under the change commences. All such work shall be executed under the conditions of the original Contract. Claim for extension of time caused thereby shall be made per the provisions of Article 24 "Delays and extension of time".

In giving instructions, the COUNTY shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless preceded by a COUNTY approved Change order and no claim for an addition to the Contract sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one or more of the following ways and included in the approved change order:

- a. By mutual acceptance of a lump sum, itemized and detailed with sufficient substantiating data, as requested by COUNTY, to permit evaluation.
- b. By unit prices named in the Contract or subsequently agreed upon.
- c. By cost and a fixed fee.

In the event the parties agree on the application of (c) above, a not-to-exceed amount will be included for approval in the change order. In this circumstance, CONTRACTOR shall keep and present in such form as the COUNTY may direct, a correct account of the net cost of labor and materials, together with vouchers, for application against the approved not-to-exceed amount in the change order. CONTRACTOR may invoice for overhead and profit or fee arising from such work in the last invoice under the change order, all of which is to be



applied against the not-to-exceed amount. Any balance remaining in the not-to-exceed amount after final payment under the change order shall be adjusted out by change order.

The amount of Contractor's overhead and profit allowed for any change order, whether increase or decrease, shall not exceed the following limits for work by the Contractor:

Overhead Limit: 10% of direct cost;
Profit Limit: 5% of the sum of direct cost and overhead cost.

For any portion of the work for a change order that is performed by a Subcontractor or a Sub Sub Contractor, Contractor's combined overhead and profit limits allowed will not exceed 5% of the actual direct cost of the work.

Contractor's cost, for additional work or changes requested by the Owner which result in an approved extension of time to the contract, shall be limited to the cost of the extra work determined in one or more of the three ways described previously in this Article, and the actual wage or salary paid for the on-site job superintendent in direct employ of contractor in performance of the work. This amount shall be prorated to the actual amount of extra time approved and shall only include the direct amount paid to the superintendent plus actual cost of all overhead items applicable to payroll for that position, such as insurance, taxes, FICA, worker's comp, unemployment taxes and benefits.

Article 22. CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK --

If the Contractor claims that any additional instructions by drawings or otherwise involve extra cost under this Contract, it shall give the COUNTY written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property. The procedure shall then be as provided for in Article 21 "Changes in the Work". No such claim shall be valid unless so made.

Article 23. DEDUCTIONS FOR UNCORRECTED WORK --

If the COUNTY deems it not expedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made therefor.

The Contractor shall promptly remove from the premises all materials condemned by the COUNTY as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute its own work in accordance with the Contract and without expense to the County and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the County may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten days time thereafter, the County may, upon ten days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

Article 24. DELAYS AND EXTENSION OF TIME --

If the Contractor be delayed at any time in the progress of the work by any act or neglect of the County or of its employees or by any other contractor employed by the County, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by any cause which the COUNTY shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the COUNTY may decide.

Claims for extension of time must be submitted in writing to the COUNTY for review and approval. The completion date will be extended, if necessary, by the approved number of calendar days. Approval of time extension for delays noted in the first paragraph of this Article shall be granted only based on the verification of a daily log maintained by the superintendent at the job site. The daily log must segregate and document each



individual delay occurrence, and then separately track the job costs attributable to changes in the work noted in Article 21. Failure to maintain the daily logs in the manner described above shall result in the COUNTY's denial of the claim for time extension.

Contractor shall request a time extension no later than seven (7) days after the initiation of that delay. In the case of a continuing cause of delay, only one claim is necessary.

If the Contractor has requested detail drawings and instructions as noted in Article 9, no request for delay shall be approved on account of the County's failure to furnish drawings until two weeks after demand for such drawings.

Article 25. SUSPENSION OF WORK --

The County may at any time suspend the work, or any part thereof, by giving notice to the Contractor in writing. The work shall be resumed by the Contractor upon written notice from the County to the Contractor to do so. If the suspension period extends for more than one day, then any days in excess of the first day of suspension will not be counted in computing the construction time for the project.

Article 26. THE COUNTY'S RIGHT TO DO WORK --

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the County after three (3) days written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

Article 27. RESERVED--

Article 28. REMOVAL OF EQUIPMENT --

In any case of termination or annulment of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the County shall promptly remove any part or all of its equipment and supplies from the property of the County, failing which the County shall have the right to remove such equipment and supplies at the expense of the Contractor.

Article 29. USE OF COMPLETED PORTIONS --

The County shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Bid documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as the COUNTY may determine.

Article 30. PAYMENTS WITHHELD --

The County may decline to certify payment or, because of discovered evidence or observations, may nullify the whole or any part of any certificate for payment previously issued, to such extent as may be necessary in its opinion to protect the County from loss because of:

- a. Defective work not remedied.
- b. Third party claims filed or reasonable evidence indicating probable filing of such claims.
- c. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment.
- d. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract sum.
- e. Damage to another Contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.



Article 31. **RESERVED--**

Article 32. **WARRANTY --**

The Contractor shall provide a written guarantee covering all costs for repair or replacement of defective work for a period of two years (or longer if noted elsewhere in the construction documents) from substantial completion. Contractor shall complete repair, or respond to County in writing with repair solution, within 72 hours of notification by owner. County may make emergency repairs to ensure life safety or to prevent property loss, without invalidating the warranty.

Article 33. **LIENS --**

Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the COUNTY a complete release of all liens arising out of this Contract, or receipts in full or in lieu thereof, and if required in either case, an affidavit that so far as it has knowledge or information the release and receipts include all the labor for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the COUNTY, to indemnify the County against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall pay to County all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

Article 34. **RIGHTS OF VARIOUS INTERESTS --**

Wherever work being done by the County's forces or other Contractors is contiguous to work covered by this Contract the respective rights of the various interests involved shall be established by the COUNTY to secure the completion of the various portions of the work in general harmony.

Article 35. **SEPARATE CONTRACTS --**

The Board reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

If any part of the Contractor's work depends upon proper execution or results of the work of any other contractor, the Contractor shall inspect and its report shall constitute an acceptance of the other Contractor's work after the execution of its work.

To insure the proper execution of its subsequent work the Contractor shall measure work already in place and shall at once report to the COUNTY any discrepancy between the executed work and the drawings.

Article 36. **CLAIMS AND DISPUTES --**

All claims, demands, disputes, controversies, and differences that may arise between the parties hereto as result of or in connection with this Contract shall be referred to the COUNTY in writing with a request for a formal decision in accordance with this paragraph, which the COUNTY shall render in writing within a reasonable time.

Written notice of each such claim, demand, dispute, controversy or difference shall be delivered by the Contractor to the COUNTY within fifteen (15) days of the occurrence of the event giving rise thereto and written supporting data will be submitted to the COUNTY within forty-five (45) days of such occurrence unless the COUNTY specifies a different period of time in writing to the Contractor. In his capacity as interpreter and judge, the COUNTY will not show partiality to County or Contractor and shall not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by the COUNTY with respect to any such claim, demand, dispute, controversy or difference will be a condition precedent to any exercise by Contractor of such rights or remedies as Contractor may otherwise have under the Bid documents or at law in respect of any such claim, demand, dispute, controversy or difference.



This section does not relieve the Contractor of any statutory requirement relating to the presentation of claims to the Board of Supervisors of Pima County as a condition precedent to filing suit against the County.

The Contractor shall not cause a delay in the performance of the Contract because of any claim, demand, dispute, controversy or difference that may arise between the parties as a result of or in connection with this Contract.

If either the County or the Contractor is dissatisfied with any decision of the COUNTY and both parties agree in writing, then the dispute may be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) will be entered in any court having jurisdiction thereof. All arbitration hearings must be held in Tucson, Arizona.

Article 37. CLEANING UP --

The Contractor shall, as directed by the COUNTY, remove from the County's property and from all public and private property, at its own expense, all temporary structures, rubbish, and waste materials resulting from its operation.

Article 38. FIRE PREVENTION AND PROTECTION REQUIREMENTS FOR CONSTRUCTION PROJECT -

(a) PURPOSE:

To provide guidelines for Contractors practices in prevention of and protection against fire causes, property damage and losses on County Construction projects' work.

(b) SCOPE:

Subject requirements shall be applicable to new construction, facilities remodeling, additions, and improvements projects' work conducted for Pima County. Contractor shall also comply with all applicable ordinances, laws, rules, and regulations of public authority having jurisdiction for fire prevention and protection.

(c) REQUIREMENTS:

1. Make a survey of the suitability and effectiveness of existing fire control facilities, measures and devices.
2. Arrange for, provide and install a sufficient number of portable fire extinguishers suitable for work operations in accordance with the requirements of the National Fire Protection Association and local agencies having jurisdiction.
3. Fire extinguisher and devices shall be inspected, serviced and maintained in accordance with manufacturer's instructions.
4. Fire Fighting and control equipment shall be readily visible and unobstructed at all times; shall not be made inoperative or used for other purposes.
5. Installation of fire protection piping and hydrants (as specified in bid documents) shall be as prompt as possible so hose stream protection will be available when combustible materials arrive on site and potential fire causing operations begin.
6. Provide ready access for public fire department.
7. Provide safe temporary lighting and power services; properly insulate, ground, and substantially support strung wires; overloading of conductors and overfusing of circuits is prohibited; poor contacts and defective terminals, switches, wire and outlets shall not be installed. Temporary electrical installations shall be in accordance with National Electric Code and other applicable ordinances, regulations, specifications.



8. Bulk storage of lumber, gasoline, fuel oil, paint, solvents, gases shall be kept outside of buildings under construction; one day's working supply of such items may be inside at any time. Flammable fluids shall be in approved containers only; open containers are prohibited.
9. Only flame resistant tarpaulins or coverings shall be used for protecting stored supplies and equipment.
10. Smoking shall be prohibited in all areas where flammable or combustible materials are stored and in other hazardous areas. "No Smoking" signs shall be posted accordingly.
11. Fires, welding, flame cutting, melting, and similar operations in combustible areas shall not be left unattended.
12. Accumulations of flammable liquids on floors, walls, etc. are prohibited; spills shall be cleaned up promptly.
13. All rags, waste, etc. soiled by combustible or flammable materials shall be placed in tightly closed metal containers and disposed of daily.
14. Tar kettles shall be located outside of and as far away as possible from building.
15. All portable cylinders of compressed gases shall be constructed, maintained and marked in accordance with Interstate Commerce Commission regulations; shall be properly secured against tipping or accidental upset, handled with care, protected against excessive heat and cold; valve protection caps shall be in place when cylinders are not in use.
16. Welding and cutting operations shall be performed only by competently proven personnel.
17. Construction debris shall be removed from buildings and site daily. Reasonably good housekeeping shall be maintained at all times.
18. All machines using cutting oil shall have metal drip pans under them to catch oil drippings, oil turnings and shavings.
19. No solvent with flash point below 100 degree F. shall be used for cleaning equipment or parts.
20. No smoking or open fire of any kind shall be permitted in areas where spray guns are in operation.
21. Wood sawdust and shavings and wood rubbish shall not be allowed to accumulate on project site.
22. Adequate precautions shall be taken to protect extensive form work and scaffolding from exposure to and spread of fire.
23. Moveable heating devices, when used, shall have safe clearances at bottom, top, and sides from combustible materials. Use of salamanders is generally prohibited; exceptions may be granted when use is considered essential.
24. Regularly scheduled inspections shall be made by Contractors authorized personnel to assure compliance with these and other jurisdictional requirements. Contractor's supervisory personnel shall be instructed in their duties concerning safe fire protection practices.

Article 39. ARCHAEOLOGICAL FEATURES --

If the Pima County Cultural Resources & Historic Preservation Office has determined that archaeological monitoring is required for this construction project, an archaeological consultant must be present during construction. Please contact Pima County's Cultural Resources and Historic Preservation Office for any questions



regarding cultural resources on this project. Construction for this project may occur in an archaeologically sensitive area. Should artifacts or human remains, including human or skeletal or cremation remains be discovered, the area will be taped off and avoided, and further investigation by Pima County will follow. Construction is subject to delay in that location pursuant to A.R.S. § 41-844, while consultation with the Arizona State Museum and appropriate documentation and data recovery takes place. No monetary compensation will be made to the contractor for any claims due to delays in the work schedule. Only the contract time will be extended to permit the original scheduled number of days for completion of the project.

Article 40. PRODUCT AND MATERIAL DATA SAFETY SHEETS --

The contractor shall submit United States Department of Labor product or material data safety sheets on all materials used on the project. Only those forms issued by OSHA and United States Department of Labor will be acceptable.

Article 41. SECURITY CHECK --

At the discretion of the COUNTY, the contractor shall provide a fully completed Pima County Adult Detention Center Cleared Corrections Visitation (CCV) Request for all personnel who will be working in buildings/locations that are the property of Pima County Government, so that a background check may be run on each individual. This includes the general contractor and all sub-contractors, etc., working within the buildings/location.

The CCV should be submitted no less than two to three weeks in advance of the starting of a job. This will give the contractor time to replace anyone who might not be approved to work. The CCV should be submitted to the project manager of the Pima County Facilities Management Department, who will forward it on to the Pima County Sheriff's Department for processing.

The background check is conducted by the Pima County Sheriff's Department Records Section and includes any arrest, citation, contact or report under the names submitted - nationwide. The purpose of this background check is to prevent individuals who have been involved in certain criminal acts and who may increase liability for the County, access to the County buildings/locations and personnel. A lot of work is done in areas that are sensitive, restricted and confidential, as well as populated.

Anyone with a background history of a class 1 felony, theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or who has any felony charge pending or who has any outstanding warrants of any type, including misdemeanor, traffic or felony warrants, will be denied permission to work.

On occasion, the Sheriff's Department will ask that an individual call them. This usually means they have some minor problem, such as a misdemeanor or traffic warrant that the Sheriff's Department will make them aware of. Once the individual has taken care of it they may be approved.

Once the background check has been done, the Sheriff's Department will notify the project manager from Facilities Management who, in turn, will notify the contractor. If the Sheriff's Department denies approval for one of the contractor's employees because of the background check and the employee wishes to inquire as to why, the contractor shall have them call the Sheriff's Department at 740-8345, who will talk with them and explain why they have been denied.

On occasion, an individual supervisor will call the Sheriff's Department and want to know why the Sheriff's Department has denied permission to work to one of his employees. By Federal law, the Sheriff's Department cannot release that information to anyone but the individual employee. If the employee wishes to advise their boss after the Sheriff's Department has talked with the employee, that is their prerogative.

It should further be noted that even though a person may have a criminal history background, he may still receive permission to work on a County project. The deciding factors include the nature, extent, time since last incident and any other circumstances which the reviewer feels may be a liability or an asset.



Article 42. HAZARDOUS MATERIALS/ HAZARDOUS WASTES / HAZARDOUS SUBSTANCES ABATEMENT --

Should the Contractor uncover, or otherwise become aware of the presence of any Hazardous Materials, Hazardous Wastes or Hazardous Substances during the construction of this project, notice shall be served immediately to the Facilities Management Department, and all work surrounding said materials or substances shall be ceased until directed to proceed. The Contractor is hereby advised that construction delays due to Hazardous Materials, Hazardous Wastes or Hazardous Substances abatement may occur.

If this contract does not otherwise require the services of a Hazardous Materials contractor, abatement of such materials shall be provided by Pima County, at its expense and independent of this contract.

If this contract already employs the services of a Hazardous Materials contractor, the cost to abate any such additional materials shall be added to the contract as Additional Services, in accordance with the provisions of Article 22, and time extensions granted in accordance with the provisions of Article 24.

Article 43. WASTE DISPOSAL FACILITIES --

The CONTRACTOR shall legally dispose of all construction debris in appropriate COUNTY operated waste disposal facilities and pay any applicable fees. In the case of conflicts with the provisions of the Contract Specifications, this provision shall apply.

Article 44. EXISTING CONDITIONS—

The Contractor shall, before the conditions are disturbed, give immediate (within 8 hours) verbal notice to the onsite Construction Manager and/or onsite County representative to be followed up by written notice within 24 hours of initial discovery to the Construction Manager and COUNTY of:

- (a) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or
- (b) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

The Construction Manager, Architect and/or COUNTY shall investigate the site conditions within 24 hours after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an adjustment shall be made pursuant to Article 21 of the General Conditions, "Changes in the Work".

No request by CONTRACTOR for an adjustment to the contract under this clause shall be allowed, unless CONTRACTOR has given the written notice required; provided, that the time prescribed in this clause for giving written notice may be extended by the COUNTY.

No request by the CONTRACTOR for an adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

END GENERAL CONDITIONS



(Note: This document is filled out by Contractor at the end of the project.)

AFFIDAVIT

STATE OF ARIZONA)
) SS
PIMA COUNTY, ARIZONA)

_____, being first duly sworn, deposes and says: That he or she is the
NAME

_____ of and as such, is authorized to make this affidavit for and on behalf
TITLE

of [NAME OF CONTRACTOR] is the party designated as "Contractor" in that certain Contract made and entered into at Tucson, Arizona, on the [CONTRACT AWARD DATE], by and between Pima County, Arizona, acting by and through the Board of Supervisors, Pima County, Arizona, and the Facilities Management Department Director of Pima County, under and by the terms of which [NAME OF CONTRACTOR] agrees to provide all labor, materials and equipment necessary to [SCOPE]. That [NAME OF CONTRACTOR] has fully and completely performed all work required to be performed by him or her under the terms of said Contract and has fully and completely complied with the terms and conditions of said Contract; that [NAME OF CONTRACTOR] has settled and paid all claims of every nature owing and due to be paid to any person, co-partnership, corporation, association, or otherwise, for labor, materials, supplies, or provisions furnished or used in performance of said Contract; that all just debts, dues and demands incurred by [NAME OF CONTRACTOR], or any Sub-Contractor for the said Contractor and all just debts, dues or demands incurred on or for the designated Contract account, by any person, in the performance of said Contract, have been settled and paid, that the matters and things herein set forth are within his or her own knowledge and true.

FURTHER AFFIANT SAYETH NOT.

By: _____

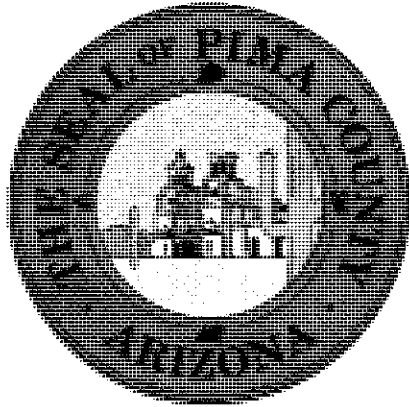
Subscribed and sworn to and before me this
_____ day of _____, 20____.

My Commission Expires: _____



SMALL BUSINESS ENTERPRISE DOCUMENTS

(13 Pages following this page)



SMALL BUSINESS ENTERPRISE DOCUMENTS

PIMA COUNTY PROCUREMENT

SMALL BUSINESS ENTERPRISE SBE

Revised: July 2009

**Pima County Procurement Department
SBE / Vendor Relations Division
130 West Congress Street, 2nd Floor, Tucson, Arizona 85701
(520) 740-8465 / Fax (520) 740-3646**



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SBE INSTRUCTIONS TO BIDDERS

The Pima County MWBE Program has undergone substantial revisions in response to an updated disparity study accepted by the Board of Supervisors on October 7, 2008. All bidders should read these SBE documents carefully. The major changes reflected in these documents are the creation of a race and gender neutral Small Business Enterprise Program to encourage contracting with all small businesses.

1. PIMA COUNTY SMALL BUSINESS ENTERPRISE CODE GENERAL PROVISIONS

This project is subject to the Pima County Code, Title 20, Chapter 20.24, pertaining to participation of subcontractors. It is the responsibility of all contractors, vendors, suppliers and others interested in doing business with Pima County to read and become familiar with this section of the code.

A minimum goal of **4.00%** for participation by Small Business Enterprises (SBE) as a percentage of the total amount of the bid award is established for this project.

2. SBE CERTIFIED BUSINESS DIRECTORY

The SBE vendor list available at <http://www.tucsonaz.gov/eoo/sbedir.pdf> contains the current listing of approved SBE firms that may potentially be used on this project. How the bidder utilizes SBEs from this list and in what areas to meet the goal is completely at the bidder's discretion. Only Certified SBE firms whose principal place of business is located within Pima County are eligible to meet the SBE goal on this project, including suppliers, manufacturers, subcontractors and service suppliers.



SBE MATERIALS THAT MUST BE SUBMITTED WITH THE BID

1. SMALL BUSINESS ENTERPRISE (SBE) ASSURANCES CERTIFICATION

The bidder shall complete the attached Small Business Enterprises Assurances Certification form.

The following Certification deficiencies may cause the bid to be declared non-responsive:

- **failure to elect one of the options; and/or**
- **failure to sign the form**

Failure to complete the Small Business Enterprises Assurances Certification may be just cause for declaring your bid non-responsive.

2. STATEMENT OF PROPOSED SBE UTILIZATION

The use of minority and woman owned and small business firms is encouraged regardless of whether a goal has been set. In projects containing bid alternates which may or may not be awarded, subcontracting goals will be set only for the base bid.

The firms and dollar amounts indicated on the Statement of Proposed SBE Utilization form shall be used to verify the Bidder's overall SBE utilization and determine if the Bidder meets the minimum SBE goal set for the Project. Upon award of Contract, the Bidder shall then be responsible for documenting and reporting the utilization of the firms indicated on the Statement of Proposed SBE Utilization to the SBE Program Coordinator for the duration of the project.

- A. **General:** All bidders including SBEs must comply with all requirements herein and **shall not use their own participation to satisfy the required goal.** The prime contractor may count only subcontracts with certified SBE firms performing a "commercially useful function." Chapter 20.08 of the County Code contains the legal definition of "commercially useful function" and all bidders are urged to become familiar with it. Generally, a subcontractor must be responsible for a distinct portion of the work on a project and discharge its responsibility by actually performing, managing, and supervising the work involved.
- B. **Brokers and Suppliers:** One hundred percent (100 %) of expenditures with SBE firms classified as suppliers or brokers may be credited toward the applicable subcontracting goal provided that the total expenditures do not exceed 25 percent (25 %) of the applicable total goal. A supplier is defined as a firm that does not directly manufacture the product supplied for the project. A broker is defined as a firm supplying services or labor through the use of individuals not directly employed by the broker, i.e., employment taxes and insurance are not paid directly by the broker.
- C. **Dealers and Wholesalers:** One hundred percent (100 %) of expenditures with certified SBE firms classified as dealers or wholesalers may be credited toward the applicable subcontracting goal provided that the total expenditures do not exceed 25 percent (25 %) of the applicable total goal. Dealers or wholesalers are defined as firms that operate, own, and maintain a store, warehouse, or other establishment in which the materials or supplies required for the completion of the project are bought, kept in stock, and regularly sold to the public in the usual course of business. To be considered as a dealer, the firm shall be engaged in, as its principal business, and its own name, the purchase and sale of the products. A dealer or wholesaler in such bulk items as: steel, cement, gravel, stone, and petroleum products shall keep such products in stock and available for sale.



3. **CERTIFICATE OF GOOD FAITH EFFORT/REQUEST FOR SBE WAIVER**

If the Bidder is unable to meet the minimum SBE subcontracting goal set for this project, Bidder shall complete and submit with the sealed bid the attached *Certificate of Good Faith Effort/Request for Waiver* form and documentary evidence to support a full or partial waiver. The Pima County SBE Program Coordinator may reject a request for waiver.

Good faith efforts will not be recognized if the contractor failed to contact the Pima County SBE Program Coordinator to request assistance in a timely manner (at least 3 working days) prior to the bid opening.

The telephone number for the SBE Program Coordinator is (520) 740-8465.

The information submitted shall clearly describe whether a full or partial waiver of the SBE subcontracting goal is being sought, a clear statement of the reason(s) why the waiver should be granted, and the additional supporting information described below to document the bidder's good faith efforts. If a partial waiver is sought, the Statement of Proposed SBE Utilization form showing the SBE firms the bidder proposes to use along with a complete description of the scope of the waiver requested shall be submitted. Each request for waiver shall include:

- A. Verification of advertisements for three (3) consecutive days in an approved general circulation publication, copies of notices of solicitations published in trade magazines, small business publications, and/or copies of written notification to SBEs soliciting participation in the project. Transmission/publication dates will be evaluated to determine whether the notices provided to SBEs were adequate notice to prepare a bid. FAX logs and publication proofs are acceptable documentation.
- B. Evidence of the bidder's efforts to divide the work into smaller units to increase the likelihood of SBE participation.

For example: Did the bidder attempt to subdivide individual trades into units within SBEs capabilities? A typical example would be to separate curbs, gutters and flatwork from structural concrete.
- C. Evidence of the efforts made to negotiate with SBEs, including, at a minimum:
 - 1. The date, name, addresses and telephone numbers of the individual contacted (the Pima County SBE Program Coordinator will verify this information);
 - 2. Contemporaneous records of telephone calls and/or other negotiations (hand written records are acceptable);



3. A description of the information provided to SBEs describing the work to be done; and,
 4. A statement containing the reasons why additional agreements with SBEs, if needed to meet the stated goals, were not reached.
- D. Evidence of efforts made to assist SBEs contacted to obtain bonds and insurance which the bidder requires;
- E. If the bidder determines an SBE not to be qualified to perform work, for which it is properly licensed, a written statement of the reasons for the bidder's conclusions;
- F. Copies of all written bids or records of verbal quotes received from SBEs; and
- G. Price alone may not be sufficient reason to reject an SBE bid. The County may waive a project goal, at least in part, if the SBE subcontractor bid(s) received by the contractor in one trade exceed the bid(s) of the lowest non-SBE competing for the same work by the lesser of fifteen percent (15%) or two hundred fifty thousand dollars (\$250,000) and no other trade area is available to meet the established SBE goal. A contractor shall not compare self-performed costs against an SBE subcontractor quote as justification for the rejection of a bid. If an excessive price was a determining factor in rejecting the bid of an SBE firm, the bidder must supply the following:
- a. Provide a brief explanation of why any of these SBE bids were rejected.
 - b. Provide documentation to show ALL other bids, both SBE and non-SBE. The County will verify all contacts and bids.
 - c. Attach additional sheet(s) so that all SBEs contacted are listed.



SBE COMPLIANCE

1. CONTRACTOR SBE COMPLIANCE

- A. Items of work to be awarded to SBEs shall be performed by the designated SBE or a substitute approved by the Pima County SBE Program Coordinator. The work shall not be performed by the Contractor in place of the designated SBE subcontractor without prior approval by the Pima County SBE Program Coordinator.
- B. In the event an SBE is unable or unwilling to perform the work, the contractor shall notify the SBE Program Coordinator and the Project Manager. Failure on the part of one SBE subcontractor does not relieve the contractor of responsibility for meeting the required SBE goal. The contractor shall make a good faith effort to obtain a certified SBE replacement to perform an equal or greater dollar value of work. Approval of the Pima County SBE Program Coordinator must be obtained prior to the start of work by the substitute subcontractor.
- C. **A monthly *Contractor's Statement of SBE Utilization* report shall be submitted to the SBE Program Coordinator for each project which has been assigned SBE subcontracting goals, commencing with the initial pay request.**

This report is to be submitted regardless of whether or not the assigned SBE subcontractors have been utilized. The information submitted on the *Contractor's Statement of SBE Utilization* report must reflect the payments made to the SBE subcontractors proposed to be utilized on the *Statement of Proposed SBE Utilization* form submitted with Contractor's bid at time of bid opening.

Contractor shall supply copies of all contracts, purchase orders, etc. with SBE firms to be used on the project at the pre-construction conference.



SMALL BUSINESS ENTERPRISE (SBE) ASSURANCES CERTIFICATION

The undersigned, fully cognizant of the SBE requirements and of the SBE (Small Business Enterprises) goal established for this project, hereby certifies that in the preparation of this bid for:

SOLICITATION NO. 1101396 RICHEY BLVD. FUEL TANK REPLACEMENT

(Check only one option)

- _____ A. Bidder will meet the established SBE subcontracting goals set for this project. Bidder has made appropriate arrangements with certified SBEs (Small Business Enterprises), and has fully completed the "Bidders Statement of Proposed SBE Utilization," which is submitted with the bid. If the Bidder makes this selection, the bidder cannot submit a waiver request. Only **certified** Small Business Enterprise firms whose physical business is located within the Tucson Metropolitan Statistical Area are eligible to meet the SBE goal on this project
- _____ B. Bidder affirms the bidder has exercised good faith efforts and was **UNABLE** to meet the established SBE subcontracting goal set for the project. Bidder claims it is entitled to a full or partial goal waiver, and bidder submits a fully documented Certificate of Good Faith Effort/Request for Waiver with the bid. The request for waiver will be acted on at the time the recommendation for award is made. The denial of the waiver will result in the determination that the bid is non-responsive.

NOTE: IF Option "A" is selected, Request for Waiver documents are not required.

SIGNATURE: _____ DATE: _____

PRINTED NAME & TITLE: _____

FIRM NAME: _____

**THE BID MAY BE REJECTED AS NON-RESPONSIVE IF THIS
CERTIFICATION IS MISSING OR INCOMPLETE.**



CERTIFICATE OF GOOD FAITH EFFORT/REQUEST FOR WAIVER

The intent of this certificate is to document the good faith efforts implemented by the contractor in soliciting and utilizing SBE firms in determining whether the contractor has implemented comprehensive good faith efforts. The burden of proof rests with the contractor. See the SBE INSTRUCTIONS TO BIDDERS section of these Documents. The SBE waiver requirements are available upon request by contacting Veronica Ruiz-Ronquillo at (520) 740-8465 or via email at veronica.ruiz-ronquillo@pima.gov. This certificate must be submitted with the bid proposal. Pima County will notify the contractor of acceptance or rejection of this effort.

Failure to implement "good faith" efforts to the satisfaction of Pima County will result in rejection of the bid as non-responsive. **Good faith efforts will not be recognized if the contractor failed to contact the Pima County SBE Program Coordinator to request assistance in a timely manner (at least three working days) prior to the bid opening. The telephone number for SBE Program Coordinator is (520) 740-8465.**

I, _____, do hereby acknowledge that I am the _____

of _____ who is a bidder/prime contractor for Pima County

SOLICITATION NO. 1101396 - RICHEY BLVD. FUEL TANK REPLACEMENT

I hereby certify that I have used comprehensive "good faith" efforts to solicit and utilize SBEs to meet the SBE goal of this contract as demonstrated by my responses to the following questions:

1. Is a partial waiver or a complete waiver being sought? Please Explain. (If a partial waiver is being sought, the Statement of Proposed SBE Utilization form must be filled out completely and included with the bid).

2. Contractors are encouraged to select portions of work to be subcontracted in a manner which will increase the likelihood of meeting the SBE goal. In selecting work to be subcontracted contractors will consider, where appropriate, breaking down contracts into economically feasible units to facilitate SBE participation.

Which portions of the contract, in terms of the nature of the work, were selected to be subcontracted to SBE firms? Attach supporting documentation if available. (e.g. memos, proposal, project breakdown, etc.)

3. Contractors must solicit bids in good faith with interested SBE firms. Quotes, proposals and bids from

