



PIMA COUNTY

PROCUREMENT

SOLICITATION FOR QUALIFICATIONS

JOB ORDER MASTER AGREEMENT HISTORIC PRESERVATION SERVICES

TUCSON, ARIZONA

MAY 5, 2016

**Pima County Procurement Department
Design & Construction Division
130 West Congress Street, Third Floor
Tucson, Arizona 85701
(520) 724-3731 / Fax (520) 724-4434**

Solicitation No. 217414

TABLE OF CONTENTS

SOLICITATION FOR QUALIFICATIONS.....	1
NOTICE OF SOLICITATION FOR QUALIFICATIONS	3
GENERAL INFORMATION.....	5
REQUIRED SUBMITTAL INFORMATION AND EVALUATION CRITERIA.....	10
PART "1" QUESTIONNAIRE (11 PAGES).....	12
PART "2" SUBCONTRACTOR SELECTION PLAN (2 PAGES).....	23
ATTACHMENT "1" CONTRACTOR PERFORMANCE INQUIRY (2 PAGES).....	25
ATTACHMENT "2" SAMPLE JOB ORDER MASTER AGREEMENT	27
MASTER AGREEMENT COMMITMENT LETTER (1 PAGE)	39
ARIZONA STATUTORY PERFORMANCE BOND	40
ARIZONA STATUTORY PAYMENT BOND.....	41
EXHIBIT "A" SCOPE OF SERVICES (2 PAGES)	42
EXHIBIT "B" GENERAL CONDITIONS (14 PAGES).....	44
EXHIBIT "C" SPECIAL CONDITIONS (3 PAGES).....	58
EXHIBIT "D" SUBCONTRACTOR SELECTION PLAN (1 PAGE)	61
EXHIBIT "E" SMALL BUSINES ENTERPRISE PROVISIONS (1 PAGE).....	62



PIMA COUNTY

PROCUREMENT

NOTICE OF SOLICITATION FOR QUALIFICATIONS

SOLICITATION FOR QUALIFICATIONS No. 217414

JOB ORDER MASTER AGREEMENT HISTORIC PRESERVATION SERVICES

Pima County is seeking Statements of Qualifications (SOQ) from qualified firms or individuals for the establishment of a Job Order Master Agreement for Historic Preservation Services, which will be required by the County on an as-needed basis for various County properties. The intent of this solicitation is to award a shared indefinite delivery/indefinite quantity Job Order Master Agreement in an amount of \$4,000,000.00 for the first year with up to three (3) Contractors. Individual Job Orders will not exceed \$1,000,000.00 each to include Change Orders. The initial term of the Job Order Master Agreement will be awarded for one year and will include four (4) one-year renewal options. There is no minimum guarantee of work during the term of the Job Order Master Agreement, and there is no guarantee that the renewal options will be exercised. However, the County has determined that the estimate of \$4,000,000.00 for the initial year is reasonable.

Project Summary: The scope of work for each project cannot be precisely defined at this time, but the range of services include all labor, materials, management, supervision, services and coordination required to provide a full range of historic preservation construction services including, but not limited to, structural systems, masonry including adobe restoration, concrete, tile restoration, ornamental metal work, wood, windows and doors, historic roofing systems, HVAC Systems and finishes. See Exhibit "A" Scope of Services for additional scope description.

Performance and payment bonds will be required for construction and may be provided on a flexible basis so long as the amount of the bonds is sufficient to cover all construction services performed under the contract.

Minimum Qualifications:

Historic Preservation Contractors and any subcontractors performing work under the Historic Preservation Contractor must have proper licenses issued by the State of Arizona Registrar of Contractors to perform contracted services. Respondents to this solicitation must be able to demonstrate that they have the required skills and experience in historic preservation construction projects. Respondents must have successfully completed at least three (3) historic preservation construction projects, each over \$100,000.00 within the last three (3) years that conformed to the U.S. Department of the Interior, Secretary of the Interior's Standards for the Treatment of Historic Properties. Respondents must be able to provide a minimum of three (3) references verifying satisfactory completion of these historic preservation projects.

Selection and Award: The County intends, but is not obligated, to award a shared Job Order Master Agreement with up to the (3) three highest ranked firms using a two-step qualifications-based selection process as follows. SOQs will be evaluated, interviews will be held with up to five highest ranked firms, and Job Order Master Agreement awarded to the top-ranked firm or firms. Any firm responding to this Request for SOQs must agree to the terms and conditions included in the Sample Contract (Attachment "2").

Small Business Enterprise (SBE) goal: An overall SBE goal of FOUR PERCENT (4%) is set for this Contract. Furthermore, each job order in excess of \$50,000.00 shall require review and approval of a Contractor submitted SBE Utilization by the SBE Program Coordinator for specific goal setting appropriate to the suggested scope of work prior to Notice to Proceed by County. Certified SBE firms are encouraged to participate.

SUBMITTAL INFORMATION:

Download solicitation at: <http://www.pima.gov/procure/ifbrfp-dc.htm>.
Contact Christy Bustillos at 520-724-8414 for hard copy version.

SOQ DUE DATE/TIME: **May 31, 2016 at or before 4:00 PM Local Tucson Time**
LOCATION: Procurement Department, 130 W. Congress Street, 3rd Floor, Tucson, AZ

PRE-SUBMITTAL MEETING: **May 11, 2016, 10:00 AM Local Tucson Time**
LOCATION: Procurement Department, 130 W. Congress Street, 3rd Floor, Tucson, AZ

DIRECT QUESTIONS IN WRITING TO: Ana Wilber, Commodity Contracts Officer
Fax: 520-791-6508/E-mail: ana.wilber@pima.gov

PUBLISH: The Daily Territorial: **May 5, 6, 9 and 10, 2016**

s/ Ana Wilber
Ana Wilber, CASPP, CPPB
Commodity Contracts Officer

GENERAL INFORMATION

1. **SCOPE OF SERVICES:** Pima County is seeking Statements of Qualifications (SOQs) from qualified firms for the establishment of a Job Order Master Agreement (MA) for Historic Preservation Services in Pima County on an as needed basis for various County properties. The intent of this solicitation is to award a shared indefinite delivery/indefinite quantity Job Order Master Agreement in an amount of \$4,000,000.00 for the first year with up to three (3) Contractors. Individual Job Orders will not exceed \$1,000,000.00 each to include change orders.

The scope of work for each project cannot be precisely defined at this time, but the range of services include all labor, materials, management, supervision, services and coordination required to provide a full range of historic preservation services as follows:

The contractor must be able to work closely in a team setting, work with other professional staff, and discuss findings with the project architect, OSC staff, and PCFM staff, and other consultants or specialists as needed. The contractor (*or their specialist/subcontractor*), in addition to being familiar with current building techniques, materials and processes, should have knowledge, experience, and skills in the areas relating to historic preservation to include, but not limited to, structural systems, masonry, concrete, tile restoration, ornament metal work, wood, windows and doors, historical roofing systems, HVAC systems, etc.

A complete description of the Contractor's required professional services for the project, including compensation and payment are detailed in the attached Sample Master Agreement, including **Exhibit "A" Scope of Services**.

Contractors performing work under the Job Order Master Agreement must hold proper, valid and current licenses issued by the State of Arizona Registrar. Any subcontractors performing work under the Contractor must also hold proper licenses issued by the State of Arizona Registrar of Contractors.

2. **REQUIRED SUBCONTRACTING PLAN:** The Arizona Revised Statutes, § 34-604(C)(2)(e)(i) require that JOC contractors select subcontractors on the basis of qualifications alone or qualifications and price, but NOT price alone. A qualifications and price selection may be accomplished in a single step considering both qualifications and price or using a two-step process in which the first step is based on qualifications only and the second step may use either qualifications and price or price alone.

The plan, with any changes that may be negotiated between the Contractor and County, will be incorporated into the Agreement and be an obligation of the Contractor. Please note failure to provide a subcontractors selection plan shall cause rejection of the SOQ as non-responsive as submission of a subcontractor selection plan is a requirement under A.R.S. § 34-604(C)(2)(e)(i).

3. **JOB ORDER MASTER AGREEMENT:** The resulting contract(s) will be indefinite quantity Job Order Master Agreement for Historic Preservation Services on an as-needed basis FOR THE EXCLUSIVE USE OF SUSTAINABILITY AND CONSERVATION CULTURAL RESOURCES AND HISTORIC PRESERVATION DIVISION (OSC) AND THE FACILITIES MANAGEMENT DEPARTMENT (PCFM). The department will compete each job order over \$100,000, except that all projects funded with Federal funds will be competed regardless of dollar amount.

The COUNTY anticipates awarding individual Job Orders to Contractors pursuant to the requirements of Exhibit "C" – Special Conditions Multiple Award Job Order Master Agreement. Any firm responding to this Solicitation for Qualifications (SFQ) must agree to perform all work in accordance with the terms and conditions included in the Sample Contract and associated documents, including the General Conditions, Special Conditions and Appendices to the Contract, provided with or referenced by this SFQ. All respondents shall familiarize themselves with the requirements and processes defined in the Contract and its Exhibits prior to responding to this SFQ.

The term of the Contract will be for an initial term of one year and includes the option to extend the Contract for up to four (4) additional one-year periods. The full term of the Contract will not exceed except to complete a job order already started.

Job Order Contractors shall file with the County payment and performance bonds, as required by A.R.S. § 34-610, no later than the time of agreement on the price for any construction under this contract. Bonds may be submitted on an annual basis for the full value of all construction reasonably anticipated during the contract year or may be provided on a job-order by job-order basis; in the latter case, Contractor may anticipate additional job orders and provide bonds in reasonable increments. At no time shall the cumulative value of the bonds be less than the total value of the construction performed by Contractor under this Agreement, including job orders awarded to Contractor but not yet completed. **If bonds are secured on a job-order by job-order basis, County will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release of the Delivery Order.**

Job Order Quotes: All quotations for Job Orders must be presented in the format required by the COUNTY representative issuing the request for quotation.

4. **CONFIDENTIALITY AND DISCLOSURE:** Responses to this solicitation shall be considered privileged communications as to technical, financial, and institutional content until award of the Contract. Until that time, pursuant to A.R.S. §34-604(H), only the names of the firms on the short list may be disclosed. In accordance with that section, limited material may be disclosed after award of the contract; after contract execution, all material is publicly available. **Any material that you consider to be trade secret or proprietary must be clearly identified and marked. Under A.R.S. §34-604(H), the County must agree with your claim of confidentiality before any material may be withheld from disclosure. The County has initiated a new policy on confidential information that is reflected in the Public Information article of the attached sample contract. Respondents should familiarize themselves with that provision.**
5. **INTENT TO RESPOND.** Firms that intend to submit SOQs should notify the COUNTY as soon as possible of their intent by email to ana.wilber@pima.gov.
6. **INQUIRIES / QUESTIONS.** Inquiries shall be written, preferably sent by email. All questions must be received no later than seven (7) calendar days in advance of the submittal due date. All questions regarding this SFQ shall be directed to the following **Point of Contact**:

Ana Wilber – Commodity Contracts Officer
Pima County Procurement Department, Design & Construction Division
130 W. Congress, 3rd Floor
Mail Stop DT-AB3-126
Tucson, AZ 85701
ana.wilber@pima.gov or Fax (520) 791-6508
7. **CLARIFICATIONS / ADDENDA:** Any clarifications or interpretations of this Statement for Qualifications (SFQ) 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 (<http://www.co.pima.az.us/procure/ifbrfp-dc.htm>). Oral statements or clarifications not in writing shall be non-binding and without legal effect. The County will make an effort to notify respondents of the posting 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.** Failure to include acknowledgment of all addenda may be cause for rejection of the SOQ. **No oral interpretations shall be made as to the meaning of any of the SFQ documents, or be effective to modify any of the provisions of the SFQ documents. Oral interpretations of the SFQ documents are not binding on the County.**
8. **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its SOQ in response to this SFQ, respondent acknowledges and accepts the evaluation process, the established criteria and associated

point values, and that determination of the "most qualified" firm will require subjective judgments by the County.

9. **PRE-SUBMITAL CONFERENCE:** The date and time of a pre-submittal conference, if applicable, is indicated on the Notice of Solicitation for Qualifications page of this document.
10. **SUBMISSION OF QUALIFICATIONS:** The County will receive SOQs at the date, time and location described on the Notice of Solicitation for Qualifications page of this document.
11. **SUBMITTAL:** Respondents shall submit one (1) hardcopy original, five (5) hardcopies, and one (1) electronic copy of their Statement of Qualifications as further described in the Required Submittal Information and Evaluation Criteria Section of this document. The hardcopy originals shall be delivered in a sealed envelope and clearly marked with the Firm Name, Name and Number of the SFQ, Due Date, and Time addressed to: Pima County Procurement Department, Design & Construction Division, Attn: Ana Wilber, Commodity Contracts Officer, 130 W. Congress Street, 3rd Floor, Tucson, AZ 85701.

SOQs received after the due date and time as noted on the Notice of SFQs page will be returned to the respondent unopened. No late Submittals will be accepted. The County will not acknowledge or receive SOQs that are delivered by telephone, facsimile (fax), or electronic mail (e-mail). Properly submitted SOQs will not be returned to respondents.

12. **SUBMISSION INSTRUCTIONS:** The Submission will consist of 2 parts, each in a separate sealed envelope as follows:
 - A. **Part "1" Questionnaire:** This solicitation includes a questionnaire on pages 11-21. This questionnaire must be completed, signed, and one (1) hardcopy original, five (5) hardcopies, and one electronic copy shall be submitted in a sealed envelope labeled as instructed on the questionnaire. Failure to use or complete the provided forms in this section may result in rejection. **"Questionnaire" is available for download in a Microsoft Word format from <http://www.pima.gov/procure/ifbrfp-dc.htm>** Use of this form is at respondent's discretion. Should changes be made to this exhibit by addendum, respondent is responsible for incorporating changes into their response.
 - B. **Part "2" Subcontracting Plan:** In this envelope, respondents shall submit to the same address **one original (marked as 'original'), three (3) hardcopies and one (1) electronic copy** of a subcontracting plan as described on Page 16. **The subcontracting plan shall bear a cover sheet with the name and address of the firm submitting the plan and shall be captioned as "Subcontracting Selection Plan Submitted in Response to Pima County Solicitation No. 217414- Job Order Master Agreement: Historic Preservation Services". One original coversheet must be signed by the person signing the proposal.**

Label the envelope; **"SOLICITATION No. 217414, JOB ORDER MASTER AGREEMENT: HISTORIC PRESERVATION SERVICES."**

13. **CONTRACTOR SELECTION PROCESS:**
 - A. The evaluation of the SOQs shall be based on the requirements described in this SFQ and pursuant to A.R.S. §34-604. All properly submitted responsive SOQs will be evaluated, and ranked according to the stated selection criteria and relative weight of the selection criteria by the selection committee. SOQs shall not include any information regarding respondent's fees, pricing, person-hours or other cost information.
 - B. A "Consultant Selection Committee" will be comprised of representatives of Pima County Facilities Management and Sustainability and Conservation Cultural Resources and Historic Preservation Division (OSC). A Contracts Officer from the Pima County Procurement Department, Design & Construction Division will act as the non-scoring Chair of the selection committee. The selection committee will review, evaluate, and score the SFQ responses in accordance with the evaluation criteria established in this solicitation. The subcontracting plan will be evaluated and scored separately by the Project Manager and the Procurement Department. The average SOQ and

subcontracting plan scores will be combined to result in a total score for each respondent.

- C. Interviews will be conducted with up to five (5) highest scoring respondents. Firms invited to interview will be provided specific issues, questions or topics to address prior to the interview and advised of the criteria and point structure applicable to interviews in the invitation. The interview scores will then be averaged with the scores from the evaluation of statements or qualification to determine the final list of up to three (3) highest ranked firms.
- D. The Department will make a recommendation to the Board of Supervisors for award of MA to the highest ranked firms. The recommendation for award will be emailed to each participating firm prior to the Board of Supervisors agenda date for award. Selection of Contractors shall be at the discretion of the County and the County reserves the right to reject any or all SOQ's.
- E. The rights and obligations provided for in the Agreement shall become effective and binding upon the parties only with its formal execution by the COUNTY. Selection of CONTRACTOR(s) shall be at the discretion of the COUNTY and the COUNTY reserves the right to reject any or all qualification statements.
- F. The respondents to whom Awards are made will be required to execute a Letter of Commitment and return it to the Pima County Procurement Department, Design and Construction Division, within ten (10) days after receipt of the Notice of Award. Failure or neglect to do so may result in rejection of the respondent's proposal.
- G. Once a contract is awarded, individual Job Orders will be competed on price or price and schedule if they are expected to be over \$100,000.00. Job Orders less than \$100,000.00 may be assigned to one of the contractors in the appropriate category or may be competed. Any job that is funded by federal monies, regardless of amount, will be competed. Individual Job Orders shall not exceed \$1,000,000.00 each including change orders.
- H. Contractor shall file payment and performance bonds with COUNTY, as required by A.R.S. §§ 34-610 and 611 as amended by Laws 2005, ch. 162, HB2579, no later than the time of agreement on the price (or Guaranteed Maximum Price) for any construction under this contract. Bonds may be submitted on an annual basis for the full value of all construction reasonably anticipated during the contract year or may be provided on a job-order by job-order basis; in the latter case, CONTRACTOR may anticipate additional job orders and provide bonds in reasonable increments sufficient to cover multiple anticipated job orders. At no time shall the cumulative value of the bonds be less than the total value of the construction performed by CONTRACTOR under this Contract, including job orders awarded to CONTRACTOR but not yet completed.

14. **TENTATIVE SELECTION SCHEDULE:** The following represents anticipated milestone dates for the selection. Any known conflicts with the dates such as observed holidays, scheduled vacations, trade seminars, etc. that could interfere with your participation in the selection should be made known to the Contracts Officer immediately.

Pre-Submittal Meeting:	May 11, 2016 at 10:00 a.m.
Statements of Qualifications (SOQ) due:	May 31, 2016 at 4:00 p.m.
Interviews:	June 2016
Award by Pima County:	July 2016

15. **COUNTY'S RESERVATION OF RIGHTS:** The County may evaluate the SOQs based on the anticipated completion of all or any portion of the Project. The County reserves the right to divide the Project into multiple parts, to reject any and all SOQs and re-solicit for new SOQs, or to reject any and all proposals and temporarily or permanently abandon the SFQ. County makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this SFQ for any project and no such representation is intended or should be construed by the issuance of this SFQ.
16. **ACCEPTANCE OF METHODOLOGY:** By submitting its SOQ in response to this SFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the County.
17. **COST OF SUBMITTAL PREPARATION:** This SFQ does not commit County to pay any costs incurred in the preparation, presentation or return of submittal including interview time.

18. **WAIVER OF CLAIMS:** Each respondent in submitting an SOQ is deemed to have waived any claims for damage by reason of the selection of another submission and/or the rejection of said respondent's submission.
19. **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may apply. (This does not preclude a respondent from using consultants.) The County will contract only with the individual firm or formal organization that submits an SOQ.
20. **JOINT VENTURES:** Respondents that submit an SOQ as a Joint Venture must include a copy of the Joint Venture Agreement at the time of submittal. The Introductory Letter must be executed by the Joint Venture Partners or by one Joint Venturer with a letter of authorization from the other Joint Venture Partners. This Agreement is NOT included in the 30 page-count limitation.
21. **SUSPENSION / DEBARMENT:** By submitting its SOQ in response to this SFQ, respondent is certifying that neither it nor any of its principals are debarred or suspended or under consideration for suspension or debarment by any federal, state or local government or agency. If a respondent is not able to so certify, the respondent must submit a letter that identifies the agency involved and a contact and explains why respondent is suspended or debarred or being considered for suspension or debarment.

CONTRACTOR shall not have, nor shall subcontract at any tier to any firm, individual or other entity reported to have, an active exclusion in the System for Award Management (SAM) at <https://www.sam.gov/portal/public/SAM>.

The County Board of Supervisors reserves the right to reject the SOQ 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 Chapter 11.28 and 11.32.

22. **PROTESTS:** The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> without regard to whether individual notices were issued. It is the responsibility of bidders and offerors to check the website.
23. **PIMA COUNTY ONESTOP SYSTEM:** 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://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=18397>

End of General Information

REQUIRED SUBMITTAL INFORMATION AND EVALUATION CRITERIA

Information shall be submitted by respondents using the Part "1" Questionnaire form included in the next section of this SFQ (pages 12-22).

Respondents are to complete and submit one (1) original, five (5) hardcopies, and one (1) electronic copy in a sealed envelope labeled & addressed as follows:

SOLICITATION No. 217414, JOB ORDER MASTER AGREEMENT: HISTORIC PRESERVATION SERVICES and delivered to:

Pima County Procurement Department, Design & Construction Division
Attn: Ana Wilber – Commodity Contracts Officer
130 W. Congress Street, 3rd Floor
Tucson, AZ 85701

One original (marked as 'original'), three (3) hardcopies and one (1) electronic copy of the Part "2" Subcontracting Selection Plan (Page 23) shall be submitted to the same address in a separate envelope with the caption:

**SOLICITATION No. 217414, JOB ORDER MASTER AGREEMENT: HISTORIC PRESERVATION SERVICES
SUBCONTRACTING PLAN**

EVALUATION CRITERIA:

Part 1- Questionnaire (100 Points):

This solicitation includes a questionnaire on pages 12-22 that will be evaluated and scored utilizing the following criteria and weighting for each criterion:

Section I – Firm's Experience – Maximum Points:

50 points

I.A. Overall Experience on Historic Preservation Construction Services (26 points)

I.B. Safety Record (10 points)

I.C. Firm Size and Capacity to Perform Work (14 points)

Section II – Firm's Capabilities – Maximum Points:

50 points

II.A. Licensing (6 points)

II.B. Specialized Training and Certificates (10 points)

II.C. Bonding Capacity (9 points)

II.D. Quality Assurance and Quality Control Plan (10 Points)

II.E. References (15 Points)

Total Possible Points in Response to Part 1 – Questionnaire

100 points

Part 2 - Subcontractor Selection Plan (15 Points):

Qualifications Based Selection (5 points)

A.R.S. § 34-604 C.2.(e) i. states that subcontractor selection plans must select subcontractors based on qualifications alone or on a combination of qualifications and price and **shall not** select subcontractors based on price alone. This Solicitation includes a Subcontractor Selection Plan on page 23 that will be evaluated and scored utilizing the following criteria:

Describe your firm's method of qualifications-based selection of subcontractors per A.R.S. § 34-604 as described above. In your discussion:

- Identify and discuss the qualifications criteria or factors used the selection of subcontractors and the scoring methodology used to rate respondents.
- Is price a factor in selection? If yes, how much weight is given to price?
- Include as attachments any questionnaires, forms, etc., used in your selection process. If possible, include actual forms completed by subcontractors on past projects.

Utilization of Small Business Enterprises (SBE's) (5 points)

An overall SBE goal of four percent (4%) is set for this project. *Furthermore*, any Job Order estimated over \$50,000 shall require review and approval of a Contractor submitted SBE Utilization Plan by the SBE Program Coordinator for specific goal setting appropriate to the suggested scope of work prior to Notice to Proceed by County. Respondent shall address the following:

- Describe your firm's approach and commitment to achieving the overall goal and the utilization of available Small Business Enterprises.
- Describe your firm's approach and commitment to development of an SBE Utilization Plan with the SBE Program Coordinator prior to issuance of Notice to Proceed for job orders estimated over \$50,000.00.
- List any subcontracting areas you have preliminarily identified for possible SBE utilization on this JOC

Subcontractor Assistance Development (5 points)

The extent to which the plan provides for assistance, mentoring or training to improve the skills of subcontractors and support their qualification.

Total Possible Points to Part II – Subcontracting Plan Points:

15 Points

TOTAL POSSIBLE SOQ POINTS:

115 Points



PART "1" QUESTIONNAIRE (11 Pages)

To submit a Statement of Qualifications, complete the following questionnaire and deliver **ONE SIGNED ORIGINAL, FIVE (5) HARDCOPIES**, and one electronic copy (electronic copy may be on a CD or thumb drive) in a sealed envelope to the Pima County Procurement Design and Construction Division at 130 W. Congress Street, 3rd Floor, Mail Stop DT-AB3-126, Tucson, AZ 85701 Attn: Ana Wilber; on or before May 31, 2016 at 4:00 p.m. local Tucson time. Additional information requested in this questionnaire, including but not limited to copies of policies, procedures, training certificates, resumes, and additional explanation, should be included as a separate section in the Statement of Qualifications and should be appropriately labeled with the section and question number of the questionnaire to which the information pertains.

Typed responses are preferred. Illegible responses may negatively affect the evaluation and scoring.

Firm Name: _____

Mailing Address: _____

Physical Address (if different from mailing address): _____

Phone: _____ Fax: _____

Contact Person: _____ Email: _____

Corporate Headquarters (City/State): _____

Business Type: Sole Proprietorship [] Partnership [] Corporation [] Joint Venture []

Is the Business a Certified Small Business Enterprise? Yes [] No []

RESPONDENT SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Material Addendum may result in rejection of the SOQ as non-responsive.

Addendum #	By (Name)	Date	Addendum #	By (Name)	Date

SOQ Submitted by (Name) _____ Title _____

By signing this submittal, the undersigned certifies that all information provided is accurate and valid.

Signature: _____ Date: _____
 Company Officer Authorized to Obligate the Company

SECTION I. FIRM EXPERIENCE – MAXIMUM POINTS: 50

I.A. OVERALL EXPERIENCE ON HISTORIC PRESERVATION SERVICE PROJECTS (26 Points. Max):

1. How many years has this business been in existence under its present ownership? _____ (1 Point)
2. Under what other names have your Company operated and the length of time in business under those names? (1 Point)

Previous Name

Length of Time in Business

3. What was the total amount of Historic Preservation Services work your firm has completed within the last two calendar years? (1 Point)

2015: Number of Contracts _____ Total Value \$ _____

2014: Number of Contracts _____ Total Value \$ _____

4. By dollar value, approximately what percentage of your work is? (1 Point)

Commercial _____% Public/Government _____% Residential _____%

5. How many contracts have you held in the last three (3) years that involved multiple separate projects? (1 Point)

Please list these contracts below.

<u>OWNER</u>	<u>CONTRACT DATE</u>	<u>ANNUAL CONTRACT VALUE</u>	<u>APPROX. # OF PROJECTS PER YEAR UNDER CONTRACT</u>

6. Historic Preservation Contracting Services Project Descriptions: (4 Points Each Project)

Provide a brief description of three (3) relevant projects which your firm has completed in the last three years – photos may be included. Include approximate dates and costs for each project. **A total of three (3) pages maximum is allowed for Project Descriptions.** It is preferred that at least one of these projects describe a project which included historic preservation construction services. Pictures can be included within the 3 page guideline.

7. Briefly indicate your firm's interest, minimum and general qualifications and capabilities to perform this type of work. Indicate any specialized knowledge in Historic Preservation Services, including a working

knowledge and capability to repair older STRUCTURAL SYSTEMS including laid stone, stone rubble, adobe brick or wood or combinations thereof. (1 Point)

8. Briefly describe your firm's capabilities to perform MASONRY restoration working with materials such as adobe blocks/bricks (unamended or unstailized) and the ability to replicate adobes to match size, composition and appearance, burnt adobe, historic ("soft") brick, and regular brick, mud mortars, lime mortars, natural stone, and plaster. Also include your ability to test historic masonry materials for hardness and composition including adobe, various mortar types such as earthen, lime, cement-based, etc., historic brick, and plasters. (1 Point)

9. Briefly describe your firm's capabilities to conduct a wide range of CARPENTRY tasks including heavy timber, and heavy pole construction, repair or replicate existing framing systems, traditional joinery, the ability to identify a variety of wood species that might be used in a project, the ability to use specialized wood repair systems (e.g. epoxies). (1 Point)

10. Briefly describe your firm's capabilities to perform tile restoration and ornamental metal work. (1 Point)

11. Briefly describe your firm's capabilities to repair or replicate WINDOWS AND DOORS including joint-work, and partial replacement techniques, matching molding profiles, traditional glazing techniques, historic hardware repair or replication, and counterbalance systems. (1 Point)

12. Briefly describe your firm's capabilities to work with historic roofing systems including roofing flashing and guttering, use of traditional roofing materials such as wood shingles, wood shakes, slate, or metals (e.g. corrugated roofing), traditional flashing and counter-flashing systems, installation of traditional metal gutter systems, and soldering of metals used in roofing and guttering systems. (1 Point)

13. Briefly describe your firm's capabilities with HVAC SYSTEMS (Heating, Ventilating and Cooling) and the ability to carefully integrate replacement HVAC systems into existing historic buildings. (1 Point)

14. Briefly describe your firm's capabilities with FINISHES including painting, staining and varnishing and the installation of a variety of finishes and paint systems per specifications. (1 Point)

15. Briefly describe your firm's familiarity with the government publications such as The Secretary of Interior's Standards for the Treatment of Historic Properties and Preservations Briefs (at a minimum). (1 Point)

I.B. SAFETY RECORD (10 Pts. Maximum):

1. What are your intrastate Workers Comp Experience Modification Rates (EMRs) for the last three rating years? (Your Workers Comp insurer should be able to give you this information.) (1 Point)

2015: _____ 2014: _____ 2013: _____

Name of your Workers Comp Carrier: _____

If any of the above EMR numbers is greater than 1.0, please describe safety issues that occurred resulting in a higher than average rate and subsequent actions your company has taken to remedy this higher than average rate.

2. Does your company have an established written safety policy? Attach a copy. (1 Point) Yes [] No []
3. Does your company have a written incident investigation procedure? (1 Point) Yes [] No []
Attach a copy.
4. Does your company have a written substance abuse policy? Attach a copy. (1 Point) Yes [] No []
5. Do you apply your substance abuse policy to subcontractors or require them to have substance abuse policies? (1 Point) Yes [] No []
6. How many OSHA violation(s) has your Company received in the last three (3) years? (1 Point)

<u>Year</u>	<u>Number of Violations</u>
_____	_____
_____	_____
_____	_____

7. Give a brief description of any OSHA violation in items 6 and 7 above: (1 Point)

8. Do you have a qualified person responsible for safety within your Company? (1 Point) Yes [] No []

Please give a brief description of this person's qualifications and **attach resume to your submission.**

9. Does this person perform safety inspections on all of your projects? (1 Point) Yes [] No []

10. Does your Company provide safety training for all employees? (1 Point) Yes [] No []

If yes, please list training provided: _____

I.C. FIRM SIZE AND CAPACITY TO PERFORM WORK (14 Pts. Maximum):

1. Provide an organization chart of your company. (2 Points)

2. What was the largest number of simultaneous separate projects you were required to manage at any one time? _____ (2 Points)

3. Briefly describe the Firm's approach to managing multiple small projects: (2 Points)

4. Describe how you will mobilize, where your equipment is located, and how you will provide the needed staff. (2 Points)

5. List the full-time employees, their labor classifications and years with the Firm that would be used to perform the required project work. Identify individual special competencies that would be valuable in completing Historic Preservation Services Projects. Staff certified in _____ must follow all _____ guidelines and regulations for compliance. For each employee as applicable, **provide a copy of certificates showing certifications/specialized skill/ etc. For key office personnel and field supervisors, please attach resume to the submission.** (2 Points)

7. Please identify the designated Project Manager who will be assigned responsibility for performance of the resulting contract. **Attach a copy of this individual's resume demonstrating his/her qualifications and experience to your submission.** (2 Points)

Project Manager's Name: _____

Length of Time Working for Your Company: ____ Length of Time Working in the Industry: ____

Special qualifications: _____

SECTION II. FIRM'S CAPABILITIES – MAXIMUM POINTS: 50

II.A. LICENSING/CERTIFICATIONS (6 Pts. Maximum)

1. List the licenses held by your company issued by the Arizona Registrar of Contractors: (2 Points)

License Number	Class
_____	_____
_____	_____
_____	_____

2. Have any complaints been made against your license with the Arizona Registrar of Contractors in the last three (3) most recent years? (2 Points) Yes [] No []

If you answered Yes, provide an explanation: _____

3. Has your company received any notices of non-compliance or notices of violation from _____? (2 Points) Yes [] No []

If you answered Yes, provide an explanation: _____

II.B. SPECIALIZED TRAINING AND CERTIFICATES (10 Pts. Maximum)

List relevant Specialized Industry or Manufacturer Training or Current Certifications (e.g. OSHA, MSHA):
 Copies of proof of training/certificates are requested.

Type	Awarded/Issued by
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

II.C. BONDING CAPACITY (9 Points Maximum):

1. Please list the name of the surety company name you use below and attach a letter of bondability from the listed agency. (3 Points)

Surety Company's Name: _____
 Agent's Company Name: _____
 Agent's Name: _____
 Agent's Phone Number: _____
 Your: Single Limit _____ Aggregate Limit _____

2. Have any payments been made out on your surety bonds in the last three (3) most recent years? (If you answered yes, attach a separate sheet with an explanation) (3 Points) Yes [] No []

3. Describe your firm's ability to provide the required payment and performance bonds in a timely manner. Include time required to deliver bonding to COUNTY once a proposal is accepted and prior to the issuance of a Purchase Order and Notice to Proceed. (3 Points)

II.D. QUALITY ASSURANCE AND QUALITY CONTROL PLAN (10 Point Maximum):

1. Does your company have a written quality assurance policy or program? Yes [] No []
(Attach a copy) (2 Points)

2. If a quality/defect issue is suspected or found in your work, what is your approach and what steps do you take to address the root causes? (2 Points)

3. In the last three years— (2 Points)

Did you pay liquidated damages on any of your contracts? Yes [] No []

Were you ever terminated on a project for poor performance? Yes [] No []

(If you answered "Yes" to either of these questions, explain on a separate sheet. Describe the contract(s) dollar amount of damages paid circumstances for lateness/termination etc. Discuss what corrective actions have been implemented by your company to identify and eliminate the root and contributing causes)

4. Has your Company ever had a claim made against it for improper, delayed, defective or non-compliant work or failure to meet warranty obligations? (2 Points)

If yes, please explain: _____

5. Please list any litigation brought against your Company in the last five (5) years asserting that you failed to make payments to anyone. (2 Points) _____

II.E. REFERENCES (15 Pts. Maximum): (5 Points Each Reference)
List **THREE (3)** references that can verify satisfactory performance on Historic Preservation Services Projects completed within the past **three (3) years**.

NAME	ADDRESS	TELEPHONE	FAX	PROJECT DESCRIPTION

Respondents shall provide **ATTACHMENT "1" CONTRACTOR PERFORMANCE INQUIRY** on pages **25** and **26** to their three reference firms provided above. These reference firms shall fax the **PERFORMANCE INQUIRY** directly to the Pima County Procurement Department no later than the Submittal Due Date.

End of Part 1 - Questionnaire

PART "2" SUBCONTRACTOR SELECTION PLAN (2 Pages)

1. Qualifications-Based Selection (5 Points)

Pursuant to A.R.S. § 34-604(C)(2)(e)(i), subcontractors must be selected on the basis of qualifications or qualifications and price—but not price alone. The assessment of qualifications may include safety, management, capacity, capability, or such other factors as the Contractor deems appropriate. The factors should be identified and discussed. Not all factors need be applied to all trades/specialties. If the selection is based on a combination of qualifications and price, the selection need not be made in one step.

Describe your firm's method of qualifications-based selection of subcontractors per A.R.S. § 34-604 as described above. In your discussion:

- Identify and discuss the qualifications criteria or factors used the selection of subcontractors and the scoring methodology used to rate respondents.
- Is price a factor in selection? If yes, how much weight is given to price?
- Include as attachments any questionnaires, forms, etc., used in your selection process. If possible, include actual forms completed by subcontractors on past projects.

Additional pages may be attached if necessary.

2. Utilization of Small Business Enterprises (SBE's) (5 points)

An overall SBE goal of four percent (4%) is set for this project. *Furthermore*, any Job Order estimated over \$50,000 shall require review and approval of a Contractor submitted SBE Utilization Plan by the SBE Program Coordinator for specific goal setting appropriate to the suggested scope of work prior to Notice to Proceed by County. Respondent shall address the following:

- Describe your firm's approach and commitment to achieving the overall goal and the utilization of available Small Business Enterprises.
- Describe your firm's approach and commitment to development of an SBE Utilization Plan with the SBE Program Coordinator prior to issuance of Notice to Proceed for job orders estimated over \$50,000.00.
- List any subcontracting areas you have preliminarily identified for possible SBE utilization on this JOC

Additional pages may be attached if necessary.

3. Subcontractor Assistance Development (5 points)

The extent to which the plan provides for assistance, mentoring or training to improve the skills of subcontractors and support their qualification.

Additional pages may be attached if necessary.

End of Part 2 – Subcontractor Selection Plan

ATTACHMENT "1" CONTRACTOR PERFORMANCE INQUIRY (2 Pages)



PIMA COUNTY PROCUREMENT DEPARTMENT
DESIGN AND CONSTRUCTION DIVISION
PHONE: 520-724-3542
FAX: 520-770-4012

PROPOSING FIRM NAME: _____

FOR: SOLICITATION No. 217414, JOB ORDER MASTER AGREEMENT: HISTORIC PRESERVATION SERVICES

PIMA COUNTY, ARIZONA IS CONSIDERING THE ABOVE NAMED INDIVIDUAL OR COMPANY'S APPLICATION TO PROVIDE HISTORIC PRESERVATION SERVICES. PLEASE RANK THE INDIVIDUAL OR COMPANY'S PAST PERFORMANCE IN THE CATEGORIES INDICATED ON PAGE 26.

PLEASE FAX OR EMAIL YOUR COMPLETED QUESTIONNAIRE (PAGES 25 AND 26) TO THE OLLOWING ON OR BEFORE MAY 31, 2016.

ATTENTION: Ana Wilber
Pima County Procurement Department
Design and Construction Division
Email: ana.wilber@pima.gov
Fax: 520-791-6508

Proposing firm may contact you if CONTRACT PERFORMANCE INQUIRY due date has been revised by subsequent solicitation addendum. Any published revised Submittal Due Date will supersede the above deadline.

FIRM PROVIDING REFERENCE:

Name of Company: _____

Person Completing Reference: _____

Position: _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

The contractor listed below has named you as a reference on a project completed within the last three years. We would appreciate it if you could respond to the questions below regarding this contractor and email or fax your response to ana.wilber@pima.gov or (520) 791-6508, Attn: Ana Wilber, Design and Construction Division, Pima County Procurement Department.

We require your response on or before **4:00 PM, MAY 31, 2016** in order to consider the Contractor's proposal for a Job Order Master Agreement. In order for your response to be considered for the Respondent, please reply on or before that date.

Contractor for whom reference is provided: _____

Project Name: _____

	Never				Always
Did Contractor take adequate precautions to provide for the safety of employees, the public, and others?	1	2	3	4	5
Did Contractor take adequate steps to ensure that its work did not disrupt other ongoing activities?	1	2	3	4	5
Did Contractor avoid initiating unwarranted change orders?	1	2	3	4	5
Did Contractor respond timely to your requests for changes?	1	2	3	4	5
Was Contractor's project coordination and supervision satisfactory during the entire project?	1	2	3	4	5
Was Contractor's quality of work satisfactory?	1	2	3	4	5
Were you pleased with the Contractor's overall performance?	1	2	3	4	5
Would you recommend Contractor for similar projects in the future?	1	2	3	4	5
Would you use this Contractor again?	1	2	3	4	5

Thank you very much for your response.

Signature: _____

Printed Name: _____

Company Name: _____

End of Attachment "1" Contractor Performance Inquiry

ATTACHMENT "2" SAMPLE JOB ORDER MASTER AGREEMENT

PIMA COUNTY FACILITIES MANAGEMENT	
PROJECT:	JOB ORDER MASTER AGREEMENT HISTORIC PRESERVATION SERVICES
CONSULTANT:	
AMOUNT:	
FUNDING:	(stamp here)

JOB ORDER MASTER AGREEMENT

This Agreement is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and <CONTRACTOR>, hereinafter called CONTRACTOR, collectively referred to as the Parties.

WITNESSETH

WHEREAS, COUNTY has a need to establish an Agreement with up to three (3) Job Order Contractors for Historic Preservation Services; and,

WHEREAS, CONTRACTOR is qualified and willing to provide such services; and

WHEREAS, COUNTY therefore conducted a competitive qualifications-based procurement for Job Order Contractors under Solicitation #217414; and

WHEREAS, based on an evaluation of the respondents' representations of their qualifications and necessary due diligence, COUNTY selected up to three (3) highest qualified contractors as Job Order Contractors; and

WHEREAS, the Job Order Contractors have agreed to be bound by and adhere to the requirements of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration the Parties hereto agree as follows:

ARTICLE 1 – BASIC TERMS

This Master Agreement (Agreement), as approved by the Board of Supervisors commences on <BOS Approval date> and shall terminate on <date>, unless sooner terminated or further extended pursuant to the provisions of this Agreement. This Agreement establishes the terms under which the Job Order Contractors will be assigned and perform tasks and projects under this Agreement. COUNTY, at its sole discretion, may extend up to four (4) additional one-year terms or add funding to this Agreement at any time with the approval or consent of the CONTRACTORS.

For projects less than \$100,000.00, the COUNTY may select a Contractor based on availability, specialty, or such other basis or bases as the COUNTY may determine in its sole discretion.

For projects of more than \$100,000.00, all Contractors will compete on the basis of price or price and schedule through a simplified quoting procedure. Price may be either fixed price or a guaranteed maximum price.

Regardless of dollar value, all federally funded Job Orders shall be competed among all Contractors.

No individual Job Order may exceed \$1,000,000.00.

Construction completion time for work to be performed under this Agreement will be as stated in individual Job Orders issued under this Agreement. COUNTY will assess Liquidated damages against CONTRACTOR based upon the construction completion time, if so specified in a Job Order.

Each CONTRACTOR shall select subcontractors in accordance with CONTRACTOR'S Subcontractor Selection Plan, incorporated herein by reference.

All warranty and indemnification obligations under this Agreement shall survive expiration or termination of the Agreement, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226, as amended by Laws, 51st Legislature (2013), 1st Regular Session, Ch. 0238, shall, in all cases, not be void, but shall be interpreted and applied as if it were consistent with A.R.S. § 34-226.

ARTICLE 2 – SCOPE OF SERVICES

CONTRACTOR will provide for COUNTY all labor, materials and equipment necessary to complete the work identified in individual Job Orders awarded to CONTRACTOR under this Agreement. The scope of work under this Agreement is more fully set forth in **Exhibit "A" Scope of Work (2 Pages)** incorporated into this Agreement. All work will be done per specifications called for in Job Orders, **General Conditions, Exhibit B (14 Pages), Special Conditions – Multiple Award Job Order Master Agreement, Exhibit C (3 Pages)**, and other documents incorporated into this Agreement, all made a part hereof.

ARTICLE 3 – COMPENSATION AND PAYMENT

CONTRACTOR shall provide detailed documentation in support of requested payment. Any payments under this Article shall not prevent the COUNTY from objecting to charges after payment therefor in appropriate cases, or from seeking reimbursement for any such charges. Payment shall be made in accordance with ARS § 34-607.

CONTRACTOR will provide detailed documentation in support of requested payment. CONTRACTOR must cite the Delivery Order number on all invoices. Payments will be made in accordance with A.R.S. § 34-221.

For the period of record retention required under Article 23, 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 Agreement or law

CONTRACTOR will not perform work in excess of the Delivery Order Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Agreement Amount without prior authorization by amendment is at CONTRACTOR'S own risk.

ARTICLE 4 – INSURANCE

The Insurance Requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that arise out of the performance of the work under this Agreement. The CONTRACTOR is free to purchase additional insurance.

CONTRACTOR'S insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an "A.M. Best" rating of not less than A- VII. COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.

4.1 Minimum Scope and Limits of Insurance:

CONTRACTOR will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

- 4.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.
- 4.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Agreement with a Combined Single Limit (CSL) of \$1,000,000.
- 4.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.
Note: The Workers' Compensation requirement will not apply to a CONTRACTOR that is exempt under A.R.S. § 23-901, and when such CONTRACTOR executes the appropriate COUNTY Sole Proprietor or Independent CONTRACTOR waiver form.
- 4.1.4 Builder's Risk Insurance does does not apply to this Agreement, but need not be provided unless required for a particular job order. If Builders Risk Insurance applies to a particular job order, 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 the job order, 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.

4.2 Additional Insurance Requirements:

The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

- 4.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include COUNTY, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insured with respect to liability arising out of the activities performed by or on behalf of the CONTRACTOR.
- 4.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONTRACTOR.
- 4.2.3 Primary Insurance Endorsement: The CONTRACTOR'S policies will stipulate that the insurance afforded the CONTRACTOR will be primary and that any insurance carried by the Department, its agents, officials, employees or COUNTY will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 4.2.4 Insurance provided by the CONTRACTOR will not limit the CONTRACTOR'S liability assumed under the indemnification provisions of this Agreement.

4.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Agreement, the CONTRACTOR must provide to COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to Pima County Procurement at 130 W Congress St, Tucson AZ 85701, Fax: 520-724-4434.

4.4 Verification of Coverage:

CONTRACTOR will furnish COUNTY with certificates of insurance (valid ACORD form or equivalent approved by COUNTY) as required by this Agreement. An authorized representative of the insurer will sign the certificates.

- 4.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by COUNTY before work commences. Each insurance policy required by this

Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance coverage or policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

- 4.4.2 All certificates required by this Agreement will be sent directly to Pima County Procurement. COUNTY project or contract number and project description will be noted on the certificate of insurance. COUNTY reserves the right to require complete copies of all insurance policies required by this Agreement at any time.

4.5 Approval and Modifications:

COUNTY Risk Management reserves the right to review or make modifications to the insurance limits, required coverage, or endorsements throughout the life of this Agreement, as deemed necessary. Such action will not require a formal Agreement amendment but may be made by administrative action.

ARTICLE 5 – INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR indemnifies and holds 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, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of CONTRACTOR, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Agreement. The obligations under this Article do not extend to the negligence of COUNTY, its agents, employees or indemnities.

All warranty and indemnification obligations under this Agreement survive expiration or termination of the Agreement, unless expressly provided otherwise. Any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

Upon request, CONTRACTOR may fully indemnify and hold harmless any private property owner granting a right of entry to CONTRACTOR for the purpose of completing the project.

ARTICLE 6 – COMPLIANCE WITH LAWS

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

ARTICLE 7 – INDEPENDENT CONTRACTOR STATUS

The status of CONTRACTOR is that of an independent contractor and CONTRACTOR is not considered an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONTRACTOR will be responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONTRACTOR from COUNTY. CONTRACTOR will be responsible for program development and operation without supervision by COUNTY.

ARTICLE 8 – CONTRACTOR/SUBCONTRACTOR PERFORMANCE

CONTRACTOR will perform the work in accordance with the terms of the Agreement and with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. CONTRACTOR will employ suitably trained and skilled personnel to perform all required services under this Agreement. Prior to changing any key personnel, especially those key Personnel COUNTY relied upon in making this Agreement, CONTRACTOR will obtain the approval of COUNTY.

CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONTRACTOR under this Agreement. Without additional compensation, CONTRACTOR will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of CONTRACTOR found during or after the course of the services performed by or for CONTRACTOR under this Agreement, regardless of COUNTY having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to COUNTY.

CONTRACTOR will ensure that all SUBCONTRACTORS have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Agreement. CONTRACTOR will 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 a 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 Agreement creates 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.

ARTICLE 9 – ASSIGNMENT

CONTRACTOR will not assign its rights to this Agreement in whole or in part, without prior written approval of COUNTY. COUNTY may withhold assignment at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

ARTICLE 10 – NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Agreement as if set forth in full herein **including flow down of all provisions and requirements to any SUBCONTRACTORS.** During the performance of this Agreement, CONTRACTOR will 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 11 – AMERICANS WITH DISABILITIES ACT

CONTRACTOR will 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 will maintain accessibility to the program to the same extent and degree that would be required of 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 12 - AUTHORITY TO CONTRACT

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

ARTICLE 13 – NON-WAIVER

The failure of COUNTY to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Agreement or to take any action permitted as a result thereof is not 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 is not an accord and satisfaction.

ARTICLE 14 – CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONTRACTOR to cure a default under this Agreement within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Agreement for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by Agreement or otherwise. CONTRACTOR and its sureties, if any, will be liable for any damage to 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 constitutes 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 Agreement, 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 workers 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 to remove any defective or deficient Material
 5. Failure to make prompt payment to SUBCONTRACTORS or suppliers for material or labor;
 6. Loss of CONTRACTOR'S 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 Agreement;
 7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Agreement; 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 become COUNTY'S property and will 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 will 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 Agreement will not be terminated for default nor 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 CONTRACTOR. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another contractor in the performance of a Agreement with 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 CONTRACTOR and the SUBCONTRACTORS or suppliers; and
 2. CONTRACTOR, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will 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" includes receipt by hand by CONTRACTOR'S onsite project manager, facsimile transmission, or under the Notices clause of this Agreement.
- F. If, after termination of the Agreement 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 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 Agreement.

ARTICLE 16 – TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Agreement 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 will, at the option of COUNTY, become its property. If COUNTY terminates the Agreement as provided herein, COUNTY will pay CONTRACTOR an amount based on the time and expenses incurred by CONTRACTOR prior to the termination date. However, COUNTY will make no payment for anticipated profit on unperformed services.

ARTICLE 17 – NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision in this Agreement, COUNTY may terminate this Agreement if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such termination, COUNTY has no further obligation to CONTRACTOR, other than payment for services rendered prior to termination.

ARTICLE 18 – NOTICES

Any notice required or permitted to be given by CONTRACTORS under this Agreement will be in writing and will be served by delivery or by certified mail upon the other party as follows:

COUNTY:

Lisa Josker, Director
Facilities Management Department

Administration West Building
150 W Congress St., Floor 3
Tucson, AZ 85701
Tel: (520) 724-3104
Fax: (520) 724-3900

Any Notice required or permitted to be given by COUNTY may be served by personal delivery or certified mail to CONTRACTOR'S contact name in CONTRACTOR'S electronic vendor record.

ARTICLE 19 - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Agreement 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 20 - AGREEMENT DOCUMENTS

- A. INCORPORATION OF DOCUMENTS: CONTRACTOR and COUNTY in entering into this Agreement have relied upon information provided in SOLICITATION NO. 210878 – Job Order Master Agreement Flooring Services, EXHIBIT "A" SCOPE OF WORK, EXHIBIT "A-1" PRODUCT SPECIFICATIONS, BID SCHEDULE, BONDS (BID, PAYMENT, AND PERFORMANCE BONDS), EXHIBIT "B" - GENERAL CONDITIONS, EXHIBIT "C" SPECIAL CONDITIONS – MULTIPLE AWARD JOB ORDER MASTER AGREEMENT, SAMPLE JOB ORDER FORM, AND THE SUBCONTRACTOR SELECTION PLAN, ADDENDA, and on information provided in the CONTRACTOR'S response to this Solicitation, Job Orders and Modifications thereto, and all drawings and specifications referenced in this Agreement or included in such Job Orders as may be issued under this Agreement. These documents are hereby incorporated into and made a part of this Agreement 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 Agreement, the Agreement Documents take precedence in the following order:
- a) This Agreement
 - b) Special Conditions – Multiple Award Job Order Master Agreement
 - c) General Conditions
 - d) Job Orders
 - e) Technical Specifications
 - f) Contractor's Response to the Solicitation

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

In the event of any conflict between any provision in the Special Conditions, if any, and any provision of the General Conditions, or any other incorporated document, the provision in the Special Conditions takes precedence.

In the event of a conflict between any Agreement or Job Order document on a Federally-funded job order, the federal requirement shall take precedence. The parties may, by written agreement, deviate from this order of precedence in resolving inconsistencies between or among Agreement documents. Any such Agreement interpreting the Agreement shall be incorporated into the Agreement by Amendment.

ARTICLE 21 - BONDING REQUIREMENTS

CONTRACTOR will file payment and performance bonds with COUNTY, as required by A.R.S. § 34-610 and § 34-611, no later than the time of agreement on the price (or Guaranteed Maximum Price) for any construction

under this Agreement. Bonds will be submitted on an annual basis for the full value of all construction reasonably anticipated during the Agreement year or may be provided on a job-order by job-order basis; in the latter case, CONTRACTOR will anticipate additional job orders and provide bonds in reasonable increments. At no time will the cumulative value of the bonds be less than the total value of the construction performed by CONTRACTOR under this Agreement, including job orders awarded to CONTRACTOR but not yet completed. If bonds are secured on a job-order by job-order basis, the Contracting Department will obtain the appropriate bonds from CONTRACTOR upon issuance of a Job Order and release of the Delivery Order.

ARTICLE 22 - 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 Agreement vest in and become the property of COUNTY and will be delivered to COUNTY upon completion or termination of the services, but CONTRACTOR may retain record copies thereof.

In the event CONTRACTOR develops or generates a building information model (or equivalent) of the Project, CONTRACTOR will provide one electronic copy of the final model on permanent media to COUNTY. CONTRACTOR's delivery of the model to COUNTY shall constitute a grant to COUNTY of an irrevocable, paid-up, nonexclusive license to copy, use, display, disclose, or modify the model for any reasonable purpose exclusively for this Project. CONTRACTOR agrees that the rights granted to COUNTY include the ability to provide a copy of the model to any subsequent contractor retained to maintain, modify or expand the Project in any way. COUNTY agrees that, as between COUNTY and CONTRACTOR only, any modifications to the model by or for COUNTY after final completion and acceptance of this Project shall be at COUNTY's sole risk and responsibility unless such modifications are performed by CONTRACTOR.

ARTICLE 23 – BOOKS AND RECORDS

CONTRACTOR will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

CONTRACTOR will retain all records relating to this Agreement at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, CONTRACTOR may, at its option, deliver such records to COUNTY for retention.

ARTICLE 24 – REMEDIES

Either party may pursue any remedies provided by law for the breach of this Agreement, provided, however, that the procedures in ARTICLE 27 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

ARTICLE 25 – SEVERABILITY

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

ARTICLE 26 – DELAYS

Neither party hereto is in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

ARTICLE 27 – DISPUTES

In the event of a dispute between COUNTY and CONTRACTOR regarding any part of this Agreement or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Agreement and CONTRACTOR'S counterpart official, such meeting to be held within one (1) week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona. The Parties will continue performance of their respective obligations under this Agreement notwithstanding the existence of any dispute.

ARTICLE 28 – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONTRACTOR in any way related to this Agreement, 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 information submitted related to this Agreement that CONTRACTOR believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to COUNTY and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a public record and should not include any information considered confidential.

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 will release records marked CONFIDENTIAL ten (10) business days after the date of notice to CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten (10) 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 is not counted in the time calculation. CONTRACTOR will 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 is not, under any circumstances, responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

ARTICLE 29 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Agreement 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 will further ensure that each SUBCONTRACTOR who performs any work for CONTRACTOR under this Agreement likewise complies with the State and Federal Immigration Laws.

COUNTY has 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, is a material breach of this Agreement subjecting CONTRACTOR to penalties up to and including suspension or termination of this Agreement. If the breach is by a SUBCONTRACTOR, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have

been provided under the subcontract or to retain a replacement SUBCONTRACTOR (subject to COUNTY approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

CONTRACTOR will 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 Agreement 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 is a material breach of this Agreement subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this Agreement."

Any additional costs attributable directly or indirectly to remedial action under this Article are 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 will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

ARTICLE 30 – FEDERAL FUNDING

COUNTY and CONTRACTOR understand that some Job Orders under this Agreement may be funded partially or entirely through a federal grant or other source of federal funding and that additional requirements may attach to the use of such funding. In such event, the additional requirements shall be attached to and be a part of the Job Order. CONTRACTOR agrees to be bound by all such requirements and to comply therewith, including the payment of prevailing wages, if required.

CONTRACTOR shall not subcontract on any federally-funded Job Order with any firm or person listed in the Federal Government's System for Award Management (SAM) system (<https://www.sam.gov/portal/public/SAM>) with an active exclusion.

ARTICLE 31 – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Facsimile or other electronically delivered copies of signature pages to this Agreement shall be treated as between the parties as original signatures for all purposes.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

ARTICLE 32 – ENTIRE AGREEMENT

This document, in all its parts, together with Attachments and documents incorporated by reference 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. Except as otherwise specifically provided in Article I, this Agreement may be modified, amended, altered or extended only by a written Amendment signed by the parties.

IN WITNESS WHEREOF, the CONTRACTORS have affixed their signatures to the attached Letters of Commitment and the COUNTY has affixed its signatures to this Agreement on the dates written below.

APPROVED:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

Name (Please Print)

Date

MASTER AGREEMENT COMMITMENT LETTER (1 Page)



**PIMA COUNTY
PROCUREMENT DEPARTMENT
130 West Congress, 3rd Floor
Mail Stop DT-AB3-126
TUCSON, AZ 85701**

<Date>

<Address>

Dear <Name>

Enclosed is your copy of Job Order Master Agreement No. <#> for Historic Preservation Services.

An officer or manager of your firm with authority to contractually bind the firm must acknowledge receipt of the Agreement and your commitment to abide by its terms by completing the below paragraph and returning this letter, with an original signature, to the undersigned Contracts Officer within ten (10) working days of the date of this transmittal.

I, _____, am the _____, of _____ and affirm that I am authorized to execute contracts on behalf of this firm. By my signature below, this firm agrees, without exception, to be bound by the terms and conditions of the above cited Job Order Master Agreement the same as if my signature were on that document.

Signed

Date

Your signature above constitutes execution of the Agreement. This letter will be incorporated into the Agreement and maintained in the Agreement file.

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: _____
(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
_____, 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 _____ for:

JOB ORDER MASTER AGREEMENT: HISTORIC PRESERVATION SERVICES

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
contract.

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: _____

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: _____

(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

_____, 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 _____ for:

JOB ORDER MASTER AGREEMENT HISTORIC PRESERVATION SERVICES

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 contract.

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: _____

EXHIBIT "A" SCOPE OF SERVICES (2 Pages)

This is an indefinite quantity, indefinite delivery, Job Order Master Agreement under which Contractor will provide Pima County with a full range of Historic Preservation contracting services such work to be requested by COUNTY from time to time by issuance of an individual Job Order for individual projects.

GENERAL REQUIREMENTS:

To Provide Pima County Facilities Management (PCFM) and/or Office of Sustainability and Conservation Cultural Resources and Historic Preservation Division (OSC) with various types of HISTORIC PRESERVATION JOB ORDER CONTRACTING SERVICES at various Pima County locations.

The scope of work for each project cannot be precisely defined at this time, but the range of services include all labor, materials, management, supervision, services and coordination required to provide a full range of historic preservation services as follows:

The contractor must be able to work closely in a team setting, work with other professional staff, and discuss findings with the project architect, OSC staff, and PCFM staff, and other consultants or specialists as needed. The contractor (*or their specialist/subcontractor*), in addition to being familiar with current building techniques, materials and processes, should have knowledge, experience, and skills in the following areas relating to historic preservation:

Structural Systems

1. A working knowledge of repairing older structural systems which may be older than 50 years, that may include laid stone, stone rubble, adobe, brick, or wood, or combinations thereof. Treatments may include:
 - Full or partial foundation replacement
 - Selective foundation jacking (raising)
 - Corrective wall adjustments
 - Selective repairs
 - Shoring and jacking techniques
 - Full or partial reconstruction

It may also be necessary to include or apply modern techniques in order to treat certain system failures, undertaken at the discretion of the project architect or engineer, and OSC and PCFM.

Masonry

1. Be able to competently work with a variety of historic masonry materials including:
 - Adobe blocks/bricks (unamended or unstabilized) and if necessary to replicate adobes to match size, composition and appearance
 - Burnt Adobe
 - Historic ("soft") brick, and regular brick
 - Mud mortars
 - Lime mortars
 - Natural stone and rock work
 - Plaster
2. Testing of historic masonry materials for hardness and composition, including:
 - Adobe
 - Various types of mortar (earthen, lime, cement-based, etc.)
 - Historic brick
 - Plasters

Concrete

1. Repair existing concrete (structural and non-structural), including:
 - Foundations

- Bond beams
- Cast concrete elements

Wood

1. Possess the ability to conduct a wide range of carpentry tasks, including:
 - Heavy timber, and heavy pole construction
 - Repair or replicate existing framing systems
 - Traditional joinery (where required)
 - Be able to identify a variety of wood species used in a project
 - Be able to use specialized wood repair systems (e.g. epoxies)

Windows and Doors

1. Repair or replicate window and door repair or replication, including:
 - Joint-work, and partial replacement techniques
 - Matching molding profiles
 - Traditional glazing techniques
 - Historic hardware repair or replication
 - Knowledge of working with window counterbalance systems

Other Specialties

1. Tile restoration
 - Repair or replace existing historic tile (floors, walls, etc.)
 - Replicate (copy) existing historic tile to match existing/original in size, pattern, color and texture
 - Cleaning tile of dirt, graphiti, etc using gentlest means possible
2. Ornamental metal work
 - Replicate missing ornamental ironwork
 - Fabricate new ornamental ironwork per drawings and specifications

Historic Roofing Systems

1. Roofing flashing and guttering.
 - Use of traditional roofing materials such as wood shingles, wood shakes, slate, or metals (e.g. corrugated roofing)
 - Traditional flashing and counter-flashing systems
 - Installation of traditional metal gutter systems
 - Soldering of metals used in roofing and guttering systems (where required)

HVAC Systems (Heating Ventilating and Cooling)

- Ability to carefully integrate replacement HVAC systems into existing buildings

Finishes

1. Painting, staining, and varnishing
 - Install a variety of finishes and paint systems per specifications.

Resources

1. Familiarity with the following government publications (a minimum) and other publications as specified by project, from either the project architect or PCFM/OSC staff.
 - The Secretary of the Interior's Standards for the Treatment of Historic Properties (current downloadable PDF format from nps.gov), and
 - Preservation Briefs (also from nps.gov)

End of Exhibit "A" Scope of Services

EXHIBIT "B" GENERAL CONDITIONS (14 Pages)

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 will 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 County 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 between County and Contractor covering the performance of the work and the furnishing of labor, equipment, and materials in the construction of the work.

Contract Bond: The approved form of security furnished by Contractor and its Surety as a guarantee on the part of 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 Department Director, an assistant or other representative duly authorized by a Department Director to act on their behalf.

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 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 Contractor and 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 or Special Conditions: The Supplementary General Conditions or Special Conditions are additional to the General Conditions, which are conditions or requirements peculiar to the project under consideration.

Surety: The corporate body which is bound with and for 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 will be investigated and verified in the field by Contractor before starting work. Excavations in the vicinity of existing structures and utilities will be carefully done by hand. Contractor will 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 -- Contractor is presumed to be familiar with and at all times will observe and comply with all Federal and State laws and local ordinances, worker'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 will indemnify and hold harmless County and its representatives against any claim arising from the violations of such laws, bylaws, ordinances or regulations, whether by Contractor or by Contractor's employees.
- b. Permits and Licenses -- County will procure all County building permits, and sewer connection fees. Contractor will post required permits on site and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor will procure and pay for all other permits, fees, and applications for water, gas, electric and other utilities.
- c. Sanitary Provisions -- Contractor will 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 Arizona Department of Health Services or other authorities having jurisdiction therein.
- d. Public Convenience and Safety -- Contractor will have due regard for the public health and will 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 -- Contractor will 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 will 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 -- Contractor will be responsible for the preservation of all public and private property on the surface or underground, along and adjacent to the work and will conduct its operations so as to insure the prevention of injury or damage thereto. No land monuments

or property will 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 Contractor, Contractor will restore such property 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 will make good such damage or injury in an acceptable manner.

- h. Contractor's Responsibility for Work -- Until written final acceptance of the work by COUNTY, Contractor will have the charge and care thereof and will 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 will 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 will bear the expense thereof.

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

- i. Waiver of Legal Rights -- County will 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 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 County or by any representative of 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 County will 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 is not a waiver of any other subsequent breach.

ARTICLE 4 – ACCIDENTS

Contractor will 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.

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

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

ARTICLE 5 – PIMA COUNTY BUILDING CODES

Contractor will perform the work embraced herein in accordance with the following Building Codes, Ordinances and Standards, with all amendments, as currently adopted by County, together with any applicable Special Conditions, which are additional to and may supersede portions of these Codes as detailed at <http://www.pimaxpress.com/building/>. Where codes and/or regulations of other agencies having jurisdiction are more stringent these will take precedence.

ARTICLE 6 – LIQUIDATED DAMAGES FOR DELAY

Liquidated Damages are not generally applicable to job orders. However, County reserves the right to require liquidated damages for those Job Orders assigned to Contractor where time is of the essence and damages attributable to delay caused by Contractor would not be possible to determine. For any Job Order to which County determines, in its sole discretion, that liquidated damages will apply and so states in writing in the Job Order description or specifications, then Contractor will be liable for liquidated damages in the amount specified in the Job Order per day for each day that the Job Order remains uncompleted beyond the specified completion date. Provided, however, that if County delays the Job Order completion, or if general strikes, acts of God, or casualty beyond Contractor's control delays the Job Order completion, then and in such event, the time for completion of that Job Order will be extended for an additional period equal to the amount of time lost due to such delay. Provided, always, however, that Contractor will 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.

ARTICLE 7 – EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Bid documents are complementary, and what is called for by any one will be as binding as if called for by all, and the most stringent requirement will 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 will be supplied unless distinctly so noted on the drawings. Materials or work described in words that so applied have a well-known technical or trade meaning will be held to refer to such recognized standards.

ARTICLE 8 – DETAIL DRAWINGS AND INSTRUCTIONS

County will 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 will be consistent with the Bid documents, true developments thereof, and reasonably inferable therefrom.

ARTICLE 9 – COPIES OF DRAWINGS FURNISHED

County will provide, at no cost to Contractor, two complete sets of code approved construction documents in non-reproducible form.

County will provide, at no cost to 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 will be Contractor's responsibility to ensure 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 its expense.

ARTICLE 10 – ORDER OF COMPLETION

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

ARTICLE 11 – CONSTRUCTION DOCUMENTS ON THE JOB SITE

Contractor will keep one copy of code approved construction documents on the job site, in good order, available to County and to County's representatives. This set of documents will be kept current as to pending and approved changes in the work.

ARTICLE 12 – OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by 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, and are to be returned to County on request, at the completion of the work. All models are the property of County.

ARTICLE 13 – CONTRACTOR'S UNDERSTANDING

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 County, either before or after the execution of this Contract, will affect or modify any of the terms or obligations herein contained.

ARTICLE 14 – MATERIALS, APPLIANCES, EMPLOYEES

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

Contractor will at all times enforce strict discipline and good order among its employees, and will not employ on the work any unfit person or anyone not skilled in the work assigned to that person.

ARTICLE 15 – ROYALTIES AND PATENTS

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

ARTICLE 16 – SURVEYS, PERMITS, AND REGULATIONS

County will furnish all property surveys unless otherwise specified. Contractor will secure and pay for permits and licenses of a temporary nature necessary for the prosecution of the work except as noted in Article 3.b. County will secure and pay for easements for permanent structures or permanent changes in existing facilities unless otherwise agreed.

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

ARTICLE 17 – PROTECTION OF WORK AND PROPERTY

Contractor will continuously maintain adequate protection of all its work from damage and will protect County's property from injury or loss arising in connection with this Contract. It will 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 County. It will adequately protect adjacent property as provided by law and the bid documents. It will provide and maintain all passageways, 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, Contractor, without special instruction or authorization from County, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and Contractor will so act, without appeal, if so instructed or authorized. Any compensation claimed by Contractor on account of emergency work will be determined by County.

ARTICLE 18 – INSPECTION OF WORK

County representatives will at all times have access to the work wherever it is in preparation or progress and Contractor will provide proper facilities for such access and for inspection.

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

Re-examination of questioned work may be ordered by County and if so ordered the work must be uncovered by Contractor. If such work is found to be in accordance with the bid documents, County will pay the cost of re-examination and replacement. If such work is found not to be in accordance with the bid documents, Contractor will pay such cost.

ARTICLE 19 – SUPERINTENDENCE - SUPERVISION

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

If 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 will be its duty to immediately inform County, in writing, and County will promptly verify the same. Any work done after such discovery, until authorized, will be done at Contractor's risk.

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

ARTICLE 20 – CHANGES IN THE WORK

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 Director of the administering department, as required by the Pima County Procurement Code, before the work under the change commences. All such work will be executed under the conditions of the original Contract. Claims for extension of time caused thereby will be made per the provisions of Article 23 "Delays and extension of time".

In giving instructions, County will 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 will be made unless in pursuance of a written order by County and no claim for an addition to the Contract sum will be valid unless so ordered.

The value of any such extra work or change will be determined in one or more of the following ways:

- 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 fixed fee.

If none of the above methods is agreed upon, Contractor, provided it receives an order as above, will proceed with the work. In such case and also under case (c), it will keep and present in such form as County may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, County will certify to the amount, including allowance for overhead and profit, due to Contractor. Pending final determination of cost, payments on account of changes will be made on County's estimate.

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

Overhead Limit: ten percent (10%) of direct cost;
Profit Limit: five percent (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 five percent (5%) of the actual direct cost of the work.

Contractor's cost for additional work or changes requested by County which result in an approved extension of time to the contract will 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 will be prorated to the actual amount of extra time approved and will 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 compensation, and unemployment taxes and benefits.

ARTICLE 21 – CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK

If Contractor claims that any additional instructions by drawings or otherwise involve extra cost under this Contract, it will give 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 will then be as provided for in Article 20 "Changes in the work". No such claim will be valid unless so made.

ARTICLE 22 – DEDUCTIONS FOR UNCORRECTED WORK

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

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

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

ARTICLE 23 – DELAYS AND EXTENSION OF TIME

If Contractor is delayed at any time in the progress of the work by any act or neglect of County or of its employees or by any other contractor employed by County, or by changes ordered in the work, or by strikes,

lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond Contractor's control, or by any cause which County will decide to justify the delay, then the time of completion will be extended for such reasonable time as County may decide.

Claims for extension of time must be submitted in writing to 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 will 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 20. Failure to maintain the daily logs in the manner described above will result in County's denial of the claim for time extension.

Contractor will 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 Contractor has requested detail drawings and instructions as noted in Article 8, no request for delay will be approved on account of the County's failure to furnish drawings until two weeks after demand for such drawings.

ARTICLE 24 – SUSPENSION OF WORK

County may at any time suspend the work, or any part thereof by giving three (3) days' notice to Contractor in writing. When the reason for such suspension involves safety, health or welfare issues, the three (3) day written notice requirement may be waived at the decision of the COUNTY Management. Contractor will resume the work within ten (10) days after the date fixed in the written notice from County to Contractor to do so.

ARTICLE 25 – COUNTY'S RIGHT TO DO WORK

If Contractor neglects to prosecute the work properly or fails to perform any provision of this Contract, County may, after three (3) days written notice to the Contractor, 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 Contractor.

ARTICLE 26 – COUNTY'S RIGHT TO TERMINATE CONTRACT

If Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payment to subcontractors for material or labor, or persistently disregards laws, ordinances, or the instructions of County, or otherwise is guilty of a substantial violation of any provision of the contract, then County may, without prejudice to any other right or remedy and after giving Contractor ten (10) days written notice, terminate the employment of Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method County may deem expedient. In such case Contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price will exceed the expense of finishing the work, including compensation for additional managerial and administrative service, such excess will be paid to Contractor. If such expense will exceed such unpaid balance, Contractor will pay the difference to County. County will certify the expense incurred by County as herein provided, and the damage incurred through the Contractor's default.

ARTICLE 27 – REMOVAL OF EQUIPMENT

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

ARTICLE 28 – USE OF COMPLETED PORTIONS

County has 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 is not 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, Contractor will be entitled to such extra compensation, or extension of time, or both, as County may determine.

ARTICLE 29 – PAYMENTS WITHHELD

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 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 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 will be made for amounts withheld because of them.

ARTICLE 30 – WARRANTY

Contractor will provide a written guarantee covering all costs for repair or replacement of defective work for a period of two (2) years (or longer if noted elsewhere in the construction documents) from substantial completion. Contractor will complete repair, or respond to County in writing with repair solution, within seventy-two (72) hours of notification by County. County may make emergency repairs to ensure life safety or to prevent property loss, without invalidating the warranty.

ARTICLE 31 – LIENS

Neither the final payment nor any part of the retained percentage will become due until Contractor delivers to 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 Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to County, to indemnify County against any lien. If any lien remains unsatisfied after all payments are made, Contractor will pay to County all monies that County may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ARTICLE 32 – RIGHTS OF VARIOUS INTERESTS

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

ARTICLE 33 – SEPARATE CONTRACTS

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

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

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

ARTICLE 34 – DIRECTOR'S STATUS

The DIRECTOR has general review of the work and has the authority to reject all work and materials that do not conform to the contract.

ARTICLE 35 – CLAIMS AND DISPUTES

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

Written notice of each such claim, demand, dispute, controversy or difference will be delivered by Contractor to County within fifteen (15) days of the occurrence of the event giving rise thereto and written supporting data will be submitted to County within forty-five (45) days of such occurrence unless County specifies a different period of time in writing to Contractor. The submission to 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.

If either County or Contractor is dissatisfied with any decision of 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 36 – CLEANING UP

Contractor will, as directed by County, remove from 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 37 – FIRE PREVENTION AND PROTECTION REQUIREMENTS FOR CONSTRUCTION PROJECT

(a) PURPOSE:

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

(b) SCOPE:

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

(c) CONTRACTOR 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 will be inspected, serviced and maintained in accordance with manufacturer's instructions.
4. Fire Fighting and control equipment will be readily visible and unobstructed at all times; will not be made inoperative or used for other purposes.
5. Installation of fire protection piping and hydrants (as specified in bid documents) will 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 will not be installed. Temporary electrical installations will be in accordance with National Electric Code and other applicable ordinances, regulations, specifications.
8. Bulk storage of lumber, gasoline, fuel oil, paint, solvents, gases will be kept outside of buildings under construction; one day's working supply of such items may be inside at any time. Flammable fluids will be in approved containers only; open containers are prohibited.
9. Only flame resistant tarpaulins or coverings will be used for protecting stored supplies and equipment.
10. Smoking is prohibited in all areas where flammable or combustible materials are stored and in other hazardous areas, as well as on any County-owned property. "No Smoking" signs will be posted accordingly.
11. Fires, welding, flame cutting, melting, and similar operations in combustible areas will not be left unattended.
12. Accumulations of flammable liquids on floors, walls, etc. are prohibited; spills will be cleaned up promptly.
13. All rags, waste, etc. soiled by combustible or flammable materials will be placed in tightly closed metal containers and disposed of daily.
14. Tar kettles will be located outside of and as far away as possible from building.
15. All portable cylinders of compressed gases will be constructed, maintained and marked in accordance with Interstate Commerce Commission regulations; will be properly secured against tipping or accidental upset, handled with care, protected against excessive heat and cold; valve protection caps will be in place when cylinders are not in use.
16. Welding and cutting operations will be performed only by competently proven personnel.
17. Construction debris will be removed from buildings and site daily. Reasonably good housekeeping will be maintained at all times.
18. All machines using cutting oil will have metal drip pans under them to catch oil drippings, oil turnings and shavings.
19. No solvent with flash point below one hundred degrees Fahrenheit (100 degree F). will be used for cleaning equipment or parts.

20. No smoking or open fire of any kind will be permitted in areas where spray guns are in operation.
21. Wood sawdust and shavings and wood rubbish will not be allowed to accumulate on project site.
22. Adequate precautions will be taken to protect extensive formwork and scaffolding from exposure to and spread of fire.
23. Moveable heating devices, when used, will 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 will be made by Contractor's authorized personnel to assure compliance with these and other jurisdictional requirements. Contractor's supervisory personnel will be instructed in their duties concerning safe fire protection practices.

ARTICLE 38 – ARCHAEOLOGICAL FEATURES

Construction for this project may occur in an archaeological sensitive area. The County Office of Conservation and Sustainability Cultural Resources Division will determine prior to construction (other than emergencies) any special site monitoring requirements. Human burials, including human skeletal remains, cremations, and funerary objects are protected under A.R.S. section 41-844 on state, county, and municipal lands, and under A.R.S. section 41-865 on private lands. Should archaeological features and/or artifacts or human remains, including human skeletal or cremation remains be discovered, work at that location will cease immediately, and the area will be taped off and avoided until archaeological investigations are completed. Construction is subject to delay in that location pursuant to applicable State law, while consultation with the Arizona State Museum and appropriate documentation and data recovery takes place. To the extent permitted by law, all archaeological artifacts and other materials will belong to Pima County. No monetary compensation will be made to Contractor for any claims due to delays in the work schedule. Only the Contract construction time will be extended to permit the original scheduled number of days for completion of the project.

ARTICLE 39 – PRODUCT AND MATERIAL DATA SAFETY SHEETS

Contractor will 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 are acceptable.

ARTICLE 40 – SECURITY CHECK

At the discretion of County, upon request by the County, contractor will provide a fully completed Pima County Adult Detention Center Cleared Corrections Visitation (CCV) Request or Pima County Superior Court-Clearance Request for Visitor, for all personnel who will be working in buildings or 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 or others working within the buildings or locations.

Contractor must submit the required forms no less than two to three weeks in advance of the starting of a job. This will give Contractor time to replace anyone who is not approved to work. Forms should be submitted to the County project manager, unless otherwise directed, who will forward it to the Pima County Sheriff's Department or Superior Court Officer for processing.

The background check is conducted by the Pima County Sheriff's Department Records Section or Superior Court Security personnel 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 from having access to the County buildings or locations and personnel. Substantial work may be performed 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 or Superior Court 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 or Superior Court will make them aware of. Once the individual has taken care of it they may be approved.

Once the background check is completed, the Sheriff's Department or Superior Court will notify the County project manager to notify Contractor. If the Sheriff's Department or Superior Court denies approval for one of Contractor's employees because of the background check and the employee wishes to inquire as to why, Contractor will have them call the Sheriff's Department, who will explain why they have been denied.

By Federal law, the Sheriff's Department or Superior Court cannot release information to anyone but the individual employee.

Even though a person may have a criminal history background, that person 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 41 – HAZARDOUS MATERIALS/ HAZARDOUS WASTES / HAZARDOUS SUBSTANCES ABATEMENT

Should 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 will be served immediately to the County Project Manager, and all work surrounding said materials or substances will be ceased until directed to proceed. 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 will 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 will be added to the contract as Additional Services, in accordance with the provisions of Article 21, and time extensions granted in accordance with the provisions of Article 23.

ARTICLE 42 – WASTE DISPOSAL FACILITIES

Contractor will 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 applies.

ARTICLE 43 – AS-BUILT DRAWINGS

Contractor will keep an accurate record of all changes and deviations from the Project Plans and Specifications and submit to County one set of "As-Built" drawings including dimension, location of underground utilities, etc., upon completion of the work, if required by the Job Order. As-Built drawings will be drawn and submitted in such a format as prescribed by County.

ARTICLE 44 – EXISTING CONDITIONS

Contractor will, before the conditions are disturbed, give immediate (within 8 hours) verbal notice to the onsite Construction Manager or onsite County representative to be followed up by written notice within twenty-four (24) hours of initial discovery to the Construction Manager and County of subsurface or latent physical conditions at

the site which differ materially from those indicated in this contract or 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 or County will investigate the site conditions within twenty-four (24) hours after receiving the notice. If the conditions materially differ and cause an increase or decrease in Contractor's cost of, or time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an adjustment will be made pursuant to Article 20 of the General Conditions, "Changes in the Work".

No request by Contractor for an adjustment to the contract under this clause will be allowed, unless Contractor has given the written notice required; provided that County may extend the time prescribed in this article for giving written notice.

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

End of Exhibit "B" General Conditions

EXHIBIT "C" SPECIAL CONDITIONS (3 Pages) MULTIPLE AWARD JOB MASTER AGREEMENT

ARTICLE 1 JOB ORDERS

Overview of Job Order Contracting Arrangement

This Master Agreement establishes a Multiple-Award, indefinite quantity, unit priced, or lump sum job order contracting arrangement for such construction services within the scope of this Agreement as COUNTY may request from time to time by issuance of an individual Job Order for each Project. COUNTY may select a Contractor for the award of a Job Order for a Project expected to cost less than \$100,000.00 based on availability or such other criteria as COUNTY may determine in its sole discretion. The selection of the Contractor for award of a Job Order for a Project including Federally funded projects valued at more than \$100,000.00 will be based on the responses to a simplified request for quotation covering either cost or cost and schedule from all Job Order Contractors under contract to PCFM. **Job order contractors must provide a quote within ten (10) business days of a request for quotation and begin work within ten (10) business days of the Notice to Proceed via the Purchase Order.**

The COUNTY reserves the right to include Design Services under an individual Job Order, if required. There will be a separate Job Order for each Project. Each Job Order will describe the Work to be provided by Contractor for that Project. There will be multiple Projects and multiple Job Orders.

The amount to be paid by COUNTY for the Project under each Job Order is the Contract Price in the Job Order. The Contract Price includes the Contract Price for the Work (Construction) and the Contract Price for Design Services included in the Job Order, if any.

(a) The Contract Price for each Job Order shall not exceed \$1,000,000.00, including any Change Orders. Therefore, to allow for Change Orders, the maximum initial amount of each Job Order will normally not exceed \$900,000.00.

(b) There is no limit on the number of Job Orders that COUNTY may issue to Contractor during any twelve (12) month term of this Agreement or during the entire period this Agreement is in effect.

Contractor shall assist COUNTY in preparing the portion of the annual report required by law relating to the Job Order Contracting Program. Among other actions in this regard, Contractor shall provide such data regarding the JOC Program as COUNTY may request.

Content of Job Orders

Each Job Order shall identify, at a minimum, the work to be performed, the location of the work, and the required completion date for the work, including completion of all punch list items.

Job Order Pricing

Job Orders will generally be based on a lump sum to complete the work including materials, labor, tax, insurance and bonds.

ARTICLE 2 JOB ORDER DEVELOPMENT

The steps for development of a Job Order will generally be the following:

(a) For Projects under \$100,000.00 COUNTY will notify the selected contractor of a new Project and schedule a site visit to explain and discuss the project. Design documents, if any, will be provided to the Contractor by

the time of the site visit. Once the parties agree on the scope of the project, COUNTY will memorialize the agreement in the Job Order and deliver it to Contractor who shall have one week, unless a shorter period is specified in the Job Order, to submit a quote (and schedule, if required) to COUNTY for approval. Upon approval by COUNTY, the price and schedule shall become terms of the Job Order and shall be binding upon Contractor. Unless otherwise specified by COUNTY, issuance of the Job Order shall constitute Notice to Proceed.

(b) When the COUNTY identifies a need of a Project of more than \$100,000.00, the COUNTY will notify all Job Order Contractors under contract to PCFM, advise them of the nature of the Work to be done, and schedule a meeting or site visit to explain and discuss the Work and further refine the scope of the project. Design documents, if any, will be provided in advance of the meeting or site visit.

(i) Upon establishment of the final Project scope, COUNTY will provide a request for quotation to each Contractor who shall respond with their proposal for accomplishment of the Project, including their price and schedule, if requested. The time for submittal of proposals for individual Projects shall not exceed ten (10) days unless approved by the COUNTY.

(ii) The Job Order will then be issued by COUNTY to the Job Order Contractor that submitted the best quotation (including schedule), as measured by the criteria in the request for quotation.

(c) Upon issuance of each Job Order by COUNTY, the Job Order will be one of the Contract Documents and will be binding upon Contractor and COUNTY. A Job Order is considered "issued" when delivered to Contractor or sent by facsimile copy, in which case the Job Order will be "issued" when sent to Contractor's fax number and COUNTY's fax machine prints an acknowledgement of receipt or COUNTY.

(d) In the event COUNTY is unsuccessful in securing two Job Order Contractors, the method and structure for issuing Job Orders will be modified accordingly.

ARTICLE 3. JOB MANAGEMENT

The Contractor shall competently and thoroughly direct and superintend all of the Work under each Job Order and shall be solely responsible for all safety, means, methods, techniques, sequences and procedures. It shall coordinate and schedule all Work under the Contract Documents, the performance of all its employees, agents, independent contractors, Subcontractors, Sub-subcontractors and Suppliers, and the timely procurement of all necessary labor, materials, equipment, supplies, and all else needed to do the Work under each Job Order.

ARTICLE 4. COUNTY DESIGNATED LIMITED WORK AREAS FOR CERTAIN JOB ORDERS

County may elect to designate to Contractor specific limitations to the Work area for a Job Order. Whenever County does this, Contractor shall not, intentionally or accidentally or otherwise, disturb or otherwise access any areas adjacent to or outside the designated Work area unless Contractor has requested and obtained approval from the County. Any question about the scope of the Work area must be resolved by the County. Any Release of a Hazardous Substance resulting from any scraping, disturbance, penetration or other access outside the Work area will be a Contractor Release.

ARTICLE 5. CONSTRUCTION SITE SAFETY REQUIREMENTS

As between Contractor and County, Contractor shall have sole responsibility and liability for construction site safety. Without limiting other actions in this regard, Contractor shall, and shall cause each Subcontractor and Sub-subcontractor to comply with worker health and safety requirements in Environmental Law and OSHA. In addition, Contractor shall take all reasonable, necessary and appropriate steps to assure the health and safety of persons occupying any part of the facility in which the Work site under a Job Order is located or in the vicinity of or passing by the Work site under a Job Order and shall also take all reasonable, necessary and appropriate

steps to protect from damage or destruction the property of County and other persons in any part of the Facility in which the Work site under a Job Order is located or in the vicinity of or passing by the Work site under a Job Order. Among other actions in this regard, Contractor shall comply with the requirements of the applicable fire code.

ARTICLE 6. TERMINATION FOR CAUSE

In addition to the termination rights of COUNTY in **ARTICLE XV – TERMINATION OF CONTRACT FOR CAUSE** and **ARTICLE XVI – TERMINATION FOR CONVENIENCE OF COUNTY** of the Master Agreement between Owner and Contractor, COUNTY may terminate any or all Job Orders and/or the participation of any CONTRACTOR in the Master Agreement, at the election of Owner, upon the occurrence of any one or more of the following events:

- (a) If the Contractor refuses or fails to perform the Work under any Job Order with such diligence as will ensure its completion within the schedule for that Job Order; or if the Contractor fails to complete the Work under any Job Order within the Contract Time for that Job Order;
- (b) If the Contractor or any of its key Subcontractors under any Job Order is adjudged bankrupt or insolvent or makes a general assignment for the benefit of creditors, or if the Contractor or any of its key Subcontractors under any Job Order or a third party files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws concerning the Contractor or any of its key Subcontractors under any Job Order, or if a trustee or receiver is appointed for the Contractor or any of its key Subcontractors under any Job Order or for any of the Contractor's property on account of the Contractor or a key Subcontractor under any Job Order, and, in each case, the Contractor or its successor in interest or its respective key Subcontractor under any Job Order does not provide reasonably adequate assurance of future performance in accordance with the Contract Documents within 10 days after receipt of a request for assurance from COUNTY;
- (c) If the Contractor persistently fails to supply sufficient skilled workmen or suitable materials or equipment for the Work under any Job Order;
- (d) If, as to any Job Order, the Contractor fails to make prompt payments to Subcontractors or Suppliers at any tier, or for labor, materials or equipment;
- (e) If the Contractor fails to comply with laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;
- (f) If, as to any Job Order, the Contractor fails to follow any reasonable instructions by COUNTY, which instructions are consistent with the Contract Documents and the Job Order;
- (g) If, as to any Job Order, the Contractor performs Work which deviates from the Contract Documents and neglects or refuses to correct rejected Work; or
- (h) If, as to any Job Order, the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents; or
- (i) If the Contractor repeatedly refuses or fails to respond with either a quote or a no quote to a Job Order Quote request in writing to the Pima County requestor..

In the event of Termination for Cause under this or any other applicable Article of the Master Agreement, the COUNTY's only obligation shall be to pay CONTRACTOR for work completed prior to the effective date of the Termination and accepted by COUNTY.

End of Exhibit "C" Special Conditions – Multiple Award job Order Master Agreement

EXHIBIT "D" SUBCONTRACTOR SELECTION PLAN (1 Page)

(Inserted at Contract execution)

EXHIBIT "E" SMALL BUSINESS ENTERPRISE PROVISIONS (1 Page)

This project is subject to the Pima County Code, Title 20, and Chapter 20.04, pertaining to participation of subcontractors. 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. The major changes are the creation of a race and gender neutral Small Business Enterprise Program to encourage contracting with all small businesses. A minimum goal for participation by Small Business Enterprises (SBEs) of **FOUR PERCENT PERCENT (4%)** of the value of the work awarded under the contract during the current term of the contract from <date> to <date>. Only firms listed on the ***City of Tucson Small Business Enterprise Certified Business Directory*** are eligible to meet the SBE goal. The current list of certified SBE firms can be located on the Pima County Procurement Website, <http://www.pima.gov/procure/sbe/SBEDir.pdf>

The CONTRACTOR shall submit a Utilization Report with each pay request, listing all subcontractors, commencing with the initial pay request.

The CONTRACTOR shall supply a year-to-date subcontractor and SBE utilization report covering the entire contract to date to the SBE Division on a quarterly basis. If the Contractor has experienced difficulties in achieving the SBE goal, they may present a Certificate of Good Faith Effort/Request For Waiver at that time.