



**BID DOCUMENTS**

**SABINO CREEK PUMP STATION  
PROJECT No. 3SCP06**

**TUCSON, ARIZONA**

**March 31, 2016**

**Pima County Procurement Department  
Design & Construction Division  
130 West Congress Street, 3rd Floor,  
Mail Stop DT-AB3-126, Tucson, Arizona 85701  
(520) 724-3731**

**Solicitation No. 193780**

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=28947>

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**ADDITIONAL DOCUMENTS INCORPORATED INTO THESE BID DOCUMENTS:**

- **Technical Specifications For Sabino Creek Pump Station Pima County Project No. G-2010-100 (674 pages)**
- **Technical Memorandum – Sabino Creek Force Main Specifications Addendum (27 pages)**
- **Plan Set – Sabino Creek Pump Station, Pima County, Arizona, Pima County Project No. G-2010-100 (30 pages)**
- **Plan Set – Addendum No. 1 - Sabino Creek Pump Station, Pima County, Arizona, Pima County Project No. G-2010-100 (18 pages)**
- **Pima County RWRD 2016 Engineering Design Standards**
- **Pima County RWRD 2016 Standard Specifications and Details for Construction**
- **Standard General Conditions of the Construction Contract**
- **Supplementary Conditions**

**FILES ON CD:**

- **Technical Specifications For Sabino Creek Pump Station Pima County Project No. G-2010-100 (674 pages)**
- **Technical Memorandum – Sabino Creek Force Main Specifications Addendum (27 pages)**
- **Plan Set – Sabino Creek Pump Station, Pima County, Arizona, Pima County Project No. G-2010-100 (30 pages)**
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- **Standard General Conditions of the Construction Contract**

## INVITATION TO BID

**BID DUE DATE/TIME April 28, 2016 AT OR BEFORE 2:00 P.M. LOCAL TUCSON TIME; PUBLIC BID OPENING IMMEDIATELY FOLLOWING THE 'BID DUE DATE/TIME'**

Sealed bids for **IFB #193780 SABINO CREEK PUMP STATION PROJECT NO. 3SCP06** for the Pima Regional Wastewater Reclamation Department will be received at Pima County Procurement, Design & Construction, 130 West Congress Street, Administration Building, 3rd Floor, Mail Stop DT-AB3-126 Tucson, Arizona 85701.

### **Project Description:**

Pima County Regional Wastewater Reclamation Department (RWRD) will replace the current Sabino Creek crossing with a new Pump Station (PS) located near the Sabino Creek crossing. The proposed PS will take over the conveyance of the existing and future flows currently utilizing the gravity sewer line crossing the Sabino Creek (MH-3287-02 to MH-3287-04) and will discharge at a downstream manhole west of the Sabino Creek (MH-8219-04). It is the intent of the Department to abandon the existing Sabino Creek gravity crossing. The existing Sabino Creek gravity crossing is located just south of the confluence of Sabino Creek and Woodland Wash. The new PS and Force Main (FM) will service approximately 250 existing customers, and connect to the existing gravity system in Larrea Lane, north of Cloud Road. The Sabino Creek PS will be situated on Pima County RWRD parcel 114-28-014B, west of Sabino Creek and south of Canyon Ranch.

The estimated cost for this project is not to exceed **\$1,195,000.00** and all work is to be completed in **240 calendar days** from the Notice to Proceed date.

**WHERE TO OBTAIN BID DOCUMENTS:** Bid Documents and a CD containing Plans, Specifications and project support information may be obtained at **AMERICAN REPROGRAHICS COMPANY (ARC), 3955 E. Speedway Blvd. Ste 102 - 103, Tucson, Arizona**, ph: (520) 327-6700 upon submission of a refundable deposit in the amount of \$25.00. Contact ARC concerning document requests at (520) 327-6700. Deposits must be in the form of a check drawn payable to Pima County. The deposit will be returned upon return of the Bid Document set, the Plans and Specifications, and the CD of project support information in good order within two weeks from the date of bid opening. Additional sets of the plans and specifications may be purchased directly from Reproductions, Inc. The cost for additional printed document sets is non-refundable.

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

**PRE-BID:** There will be a pre-bid meeting on **April 12, 2016 AT 10:00 A.M. local Tucson time.** The meeting will take place at the Pima County Procurement Department located on the 3<sup>rd</sup> floor of the County Administration Building East, 130 W. Congress Street, Tucson, AZ 85701. This pre-bid meeting is not mandatory but all interested parties are encouraged to attend.

A minimum goal of **FIVE PERCENT (5.00%)** for participation by Small Business Enterprises (SBE) as a percentage of the amount of the **Total Bid Amount** has been established for this project. **SBE documents included in this solicitation contain forms that must be fully completed and included with bids.**

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

Any bid that fails to acknowledge any addendum that directly affects cost, scope or schedule will be rejected as non-responsive.

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

**PUBLISH: The Daily Territorial: March 31, April 1, 4 and 5, 2016**

/s/ Keith E. Rogers  
Keith E. Rogers, CPPB

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## INSTRUCTIONS TO BIDDERS

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

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

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

Bids consist of the following information:

- a. EXHIBIT 'B' – CONTRACTOR BID SHEET
- b. Contractor Information Page
- c. List of Subcontractors
- d. Responsibility Information
- e. Arizona Statutory Bid Bond - Bids must be accompanied by a **certified check, cashier's check or surety bond for ten per cent (10%) of the amount of the total bid made payable to Pima County** pursuant to A.R.S. § 34-201(A)(3). The Bid Bond form included in these documents must be used for surety bonds. Bonding companies must be licensed in Arizona. Use of other forms of bid bond (i.e. AIA form) may be cause for rejection as non-responsive.
- f. Small Business Enterprises Assurances Certification (see instructions beginning on page 33)

In order to ensure consideration, the bid should be enclosed in a sealed envelope addressed to the Pima County Procurement Department and marked: **"SABINO CREEK PUMP STATION PROJECT NO. 3SCP06"**

3. **QUESTIONS:** All questions should be submitted in writing either by email to [keith.rogers@pima.gov](mailto:keith.rogers@pima.gov), or by fax to 520-770-4012. Questions received seven (7) calendar days, or less, prior to the deadline for receiving bids may not be addressed.

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

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

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

5. **UNBALANCED BIDS:** The COUNTY reserves the right to reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or unit prices. A bid is materially unbalanced when, despite an acceptable total evaluated price, the price of one or more contract line items or unit prices is significantly overstated or understated and there is a reasonable doubt that the bid will result in the lowest overall cost to the COUNTY, even though it may be the low evaluated bid. (THIS SECTION NOT APPLICABLE TO LUMP SUM BIDS)

6. **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.

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

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

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

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

B. Pima County Regional Wastewater Reclamation Department will be the judge of equivalency of proposed substitution(s) and will make recommendation of acceptance or rejection to COUNTY.

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

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

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

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

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

H. COUNTY will determine acceptability of proposed substitutions. COUNTY will notify Bidders of COUNTY's acceptance not later than 5 calendar days prior to bid opening via an addendum to the Bid documents listing only accepted substitutions.

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

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

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

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

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

**12. SUBCONTRACTORS:** Pima County does not support post-bid price competition (i.e. "bid shopping"). To discourage "bid shopping" on construction projects, the apparent low bidder must submit, by 4:00 P.M. local time on the first full business day following bid opening, a list of all first tier subcontractors with whom the bidder intends to subcontract for more than one percent (1%) of their total bid amount or \$10,000, whichever is greater. The list must be submitted on the form included in these bid documents and provide each subcontractor's name, license number(s), type of work and the dollar amount of their subcontract(s). Failure to submit the required list by the deadline shall result in the bidder being declared ineligible for award unless the County determines it would be contrary to the County's interests.

If the apparent low bid is nonresponsive or the bidder is otherwise ineligible for award, the County will notify the next low responsive and responsible bidder to submit their subcontractor list by 4:00 P.M. local time on the first full business day following actual notice of the requirement.

Submission of the subcontractor list shall constitute certification that the listed subcontractors will perform work on the project in an amount reasonably close to that stated on the subcontractor list. No subcontractor may be added or changed without the prior written approval of the County subsequent to review and approval by the Administering

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**Solicitation Number 193780**  
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Department Director and Procurement Director. Substitution of non-SBE subcontractors may be approved at the discretion of the County for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of the County. Approval for substitution of SBE subcontractors that are listed on the Bidders Statement of Proposed SBE Utilization submitted with the bid will only be granted if the provisions of Title 20.28.050 of the Pima County Code have been met.

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

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

**15. VENDOR SELF SERVICE PORTAL REGISTRATION:** Pima County has implemented a new internet-based vendor registration system called VSS (Vendor Self Service Portal). This system allows Vendors to create and maintain their own Vendor record online using a standard internet browser. The internet link for Vendor Registration is located on the Procurement Department website at [www.pima.gov/procure](http://www.pima.gov/procure). All Contractors must register in VSS.

**END OF INSTRUCTIONS TO BIDDERS**



**REQUEST FOR PRIOR APPROVAL OF SUBSTITUTE ITEMS OR SYSTEMS**

**IFB #193780 SABINO CREEK PUMP STATION PROJECT NO. 3SCP06**

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

Date: \_\_\_\_\_

[Subcontractor] [Material CONTRACTOR] [Manufacturer]: \_\_\_\_\_

Item or System: \_\_\_\_\_

Specification Section Reference: \_\_\_\_\_

Drawing Reference: \_\_\_\_\_

Effect, if any, on Construction Time: \_\_\_\_\_

Summary of Related Work Requiring Coordination (if any): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
Submitting Prime Contractor's Signature

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

\_\_\_\_\_  
Submitting Prime Contractor's  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

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**FORMS TO BE SUBMITTED WITH YOUR BID**

The following forms are to be submitted with your bid:

- EXHIBIT B – CONTRACTOR BID SHEET
- CONTRACTOR INFORMATION PAGE
- LIST OF SUBCONTRACTORS (Due by 4:00 p.m. the 1<sup>st</sup> full business day following bid opening from the apparent lowest bidder only)
- RESPONSIBILTiy INFORMATION (Due by 4:00 p.m. the 1<sup>st</sup> full business day following bid opening from the apparent lowest bidder only)
- ARIZONA STATUTORY BID BOND
- SMALL BUSINESS ENTERPRISES ASSURANCES CERTIFICATION

**EXHIBIT "B" - CONTRACTOR BID SHEET**

**BID SCHEDULE**

**BID OF:** \_\_\_\_\_

**(CONTRACTOR'S NAME AND ADDRESS)**

to install all materials and perform all work in accordance with the Contract Documents for construction of the:

**IFB #193780 SABINO CREEK PUMP STATION PROJECT NO. 3SCP06**

The bidder has carefully examined the form of Contract, Special Provisions, Specifications, and RWRD Engineering Design Standards, 2016 Edition and Standard Specifications and Details for Construction, 2016 edition, and Construction Drawings and will provide all necessary staffing, equipment, tools, apparatus, and other means of construction and complete all the work called for by said Documents in the manner prescribed therein, **COMPLETE, IN PLACE, AS FOLLOWS:**

<b>Line #</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Amount</b>
<b>1</b>	Mobilization, in accordance with the Plans and specifications, complete, in place.	1.00	L.S.		
<b>2</b>	Furnish, operate and maintain sewage flow management systems/equipment necessary to accomplish the sewer rehabilitation work, in accordance with the Plans and Specifications, complete in place.	1.00	L.S.		
<b>3</b>	Furnish and install 4" stainless steel wet well force main sewer pipe with restrained joints in accordance with the plans and specifications, complete in place.	1.00	L.S.		
<b>4</b>	Excavate, furnish and install 8" PVC gravity sewer pipe in accordance with the plans and specifications, complete in place.	500.00	LF		
<b>5</b>	Furnish and install new 5' diameter manhole with base, frame and cover, and concrete collar, in accordance with the plans and specifications, complete in place.	3.00	EA.		
<b>6</b>	Excavate, furnish and install pre-cast concrete 6' square self-cleaning wet well with ConShield, including concrete top slab, safety grate, hatch and rails, in accordance with the plans and specifications, complete in place.	1.00	LS		
<b>7</b>	Install concrete manifold containment slab with drain and all pipe stands, in accordance with the plans and specifications, complete in place.	1.00	LS		
<b>8</b>	Furnish and install new submersible pump Flygt NP 3127 .248, 11 HP, 460 V/60 Hz , in accordance with the plans and specifications, complete in place.	3.00	EA		

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9	Furnish and install complete 4" DIP manifold piping and valves with restrained joints and approved interior and exterior coating (SP-2000R), including Danfoss/Magflo MAG meter and Camlock connection, in accordance with the plans and specifications, complete in place.	1.00	LS		
10	Provide connection to existing manholes, including reshaping benches, grouting abandoned inverts and new concrete collars, in accordance with the plans and specifications, complete in place	3.00	EA		
11	Furnish and install all electrical equipment, panels, controls, wiring, site lighting, SCADA and shade structures, in accordance with the plans and specifications, complete in place.	1.00	LS		
12	Furnish and install an approved backup diesel generator, in accordance with the plans and specifications, complete in place.	1.00	LS		
13	Furnish and install stabilized access drive including all drainage and grading features, in accordance with the plans and specifications, complete in place.	1.00	LS		
14	Furnish and install all fencing and gates, in accordance with the plans and specifications, complete in place.	1.00	LS		
15	Demolish-in-place and monument abandoned manholes, in accordance with the plans and specifications, complete in place.	5.00	EA		
16	Grout inject 8" and 12" gravity piping, including monumentation, in accordance with the plans and specifications, complete in place.	1.00	LS		
17	Provide survey and RLS sealed as-built drawings, in compliance with RWRD standards.	1.00	LS		
18	Provide an Electrical Engineer to perform Arch-Flash Hazard Analysis and miscellaneous electrical requirements, in compliance with RWRD standards.	1.00	LS		
19	Allowance for removal, salvage, relocation, and replacement of native desert plants as required, by FORCE ACCOUNT, complete in place.	1.00	LS	1	\$15,000
20	Allowance for coordinate installation of electrical service for site, including permitting and fees, in accordance with the plans and specifications, complete in place.	1.00	LS	1	\$25,000
21	Allowance for coordinate installation of water service for site, backflow preventer and cage, service line and bib, including permitting and fees, in accordance with the plans and specifications, complete in place.	1.00	LS	1	\$25,000



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				Sub-Total	
22	Provide miscellaneous construction materials, labor, and equipment by FORCE ACCOUNT, complete in place			10% of Sub-Total	
		<b>Project Total Bid</b>			

**TOTAL BID AMOUNT (IN WORDS):** \_\_\_\_\_

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Material Addendum may result in rejection of the bid.

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

**BIDS MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR REPRESENTATIVE**

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

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

Signature of Bidder: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



**CONTRACTOR INFORMATION PAGE**

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_  
(PLEASE PRINT/TYPE)

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NO: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CORPORATE HEADQUARTERS (CITY, STATE) \_\_\_\_\_

NAME OF PERSON TO CONTACT FOR WORK ORDERS/SCHEDULING \_\_\_\_\_

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

License Number: \_\_\_\_\_ Class: \_\_\_\_\_

License Number: \_\_\_\_\_ Class: \_\_\_\_\_

License Number: \_\_\_\_\_ Class: \_\_\_\_\_





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## **RESPONSIBILITY INFORMATION (2 PAGES)**

A.R.S. Title 34 requires an agent to contract with the lowest responsible bidder. Pima County has processes in place to ensure that contractors engaged with the County meet required standards for award of contract. These include reviews of bids, and inquiries to the State of Arizona Registrar of Contractors (AZROC) and Arizona Corporation Commission (ACC). Contracts Officers may also solicit additional information from/on the contractor.

The underlying elements of responsibility include adequate financial resources, ability to meet delivery/performance schedule, satisfactory performance record, integrity/ethics, experience/technical/controls, and necessary equipment.

The Certification will be submitted by the apparent low bidding contractor no later than 4:00 PM on the first full business day after bid opening.

Please complete the following:

**Company Name:** \_\_\_\_\_

The Contractor certifies, to the best of its knowledge and belief, that—

The Contractor and/or any of its Principals—

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

### **Certification Of Prior Contract Performance**

In the last three years -

- |  |         |        |
|--|---------|--------|
| Did the firm pay liquidated damages on any contracts?  | Yes [ ] | No [ ] |
| Was the firm ever terminated on a project for poor performance?  | Yes [ ] | No [ ] |
| Has a claim been made against the firm for improper, delayed or non-compliant work or failure to meet warranty obligations?                                | Yes [ ] | No [ ] |
| Has successful litigation been brought against your Company asserting that your firm failed to make payments to anyone?                                    | Yes [ ] | No [ ] |
| Has a successful claim been made against any of the following bonds supplied on projects you were contracted on – Bid Bond, Performance Bond, Payment Bond | Yes [ ] | No [ ] |

By dollar value, approximately what percentage of your work is:

Commercial \_\_\_\_\_%      Public/Government \_\_\_\_\_%



**Pima County Procurement Department**  
**Solicitation Number 193780**  
**SABINO CREEK PUMP STATION PROJECT NO. 3SCP06**

What was the total amount of <<SERVICE>> work your firm has completed in the prior periods?

2014:	Number of Contracts_____	Total Value \$_____
2013:	Number of Contracts_____	Total Value \$_____
2012:	Number of Contracts_____	Total Value \$_____

Do you have reason to expect your firm will be or is your firm currently subject to legal action or bankruptcy proceedings that could materially impact your ability to perform this work? Yes [  ] No [  ]

List current workload and % of availability of resources (personnel and equipment) that you intend to use to complete this project to meet the fixed delivery date for this project. It may be advantageous to identify key personnel and equipment availability by date, if not currently available, in order to support a claim that work can be completed in the time allotted.

NOTE: Additional pages may be attached to support or explain any item on this certification. Failure to provide sufficient explanation of any item on this certification may result in the County being unable to reach a favorable responsibility determination.

I acknowledge that this certification will be considered in connection with a determination of Contractor's responsibility, and that the obligation to demonstrate responsibility is on the Contractor and while the County reserves the right to make additional inquiries, it is not obligated to do so in the absence of sufficient supporting information. Failure to furnish a certification or provide such additional information as requested by the Contracting Officer may result in the Contractor being found nonresponsible.

This certification is a material representation of fact upon which reliance was placed when making this award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate the contract resulting from this solicitation for default.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME & TITLE: \_\_\_\_\_



**ARIZONA STATUTORY BID BOND**  
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES  
(Penalty of this bond must not be less than be 5% of bid amount)

KNOW ALL MEN BY THESE PRESENTS THAT: \_\_\_\_\_

(hereinafter "Principal"), as Principal, and \_\_\_\_\_

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

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

**IFB #193780 SABINO CREEK PUMP STATION PROJECT NO. 3SCP06**

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal By: \_\_\_\_\_

\_\_\_\_\_  
Surety By: \_\_\_\_\_



**SAMPLE CONTRACT**

<b>PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT</b>		
<b>PROJECT:</b>	<b>SABINO CREEK PUMP STATION PROJECT NO. 3SCP06</b>	
<b>CONTRACTOR:</b>	<Contractor Name> <Contractor Address> <City, State Zip>	
<b>AMOUNT:</b>	<\$Dollar Amount>	
<b>FUNDING:</b>	<b>RWRD OBLIGATIONS</b>	(stamp here)

**CONSTRUCTION SERVICES CONTRACT**

THIS Contract 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 requires, consistent with the provisions of A.R.S. Title 34, the services of a CONTRACTOR to provide all equipment, labor, and material required to construct the **SABINO CREEK PUMP STATION PROJECT NO. 3SCP06** ("Project"); and,

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

**WHEREAS**, CONTRACTOR submitted the low responsive, responsible bid in response to Solicitation No. 193780 for the COUNTY for said work is qualified and willing to provide such services; and

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

**ARTICLE 1 – TERM AND EXTENSION/RENEWAL/CHANGES**

This Contract as approved by the Board of Supervisors commences on <BOS Approval date>, and terminates on <Project Termination Date>, unless sooner terminated or further extended pursuant to the provisions of this Contract.

Construction completion time for the work to be performed under this Contract will be **240 calendar days** after the date of Notice to Proceed. Liquidated damages will be assessed based upon the construction completion time and calculated per the Standard Specifications for Public Improvements, Section 108-9.

COUNTY has the option to extend the Contract termination date for project completion. Any modification or extension of the Contract termination date will be by formal written amendment executed by the Parties. The Procurement Director or the COUNTY Board of Supervisors, as required by the Pima County Procurement Code must approve change orders to the Contract or the Scope of Services before CONTRACTOR performs the work authorized by the change order.

## **ARTICLE 2 – SCOPE OF SERVICES**

CONTRACTOR will provide for the COUNTY all labor, materials and equipment necessary to complete the project as described in **Exhibit A – Scope of Work (3 Pages)**, incorporated into this Contract. All work will be done per specifications called for in the bid documents as contained in Pima County Solicitation Number 193780, the specifications, the plans, the General Conditions to the Contract, the Supplementary Conditions, the Pima County RWRD Engineering Design Standards and the Standard Specifications and Details For Construction and other documents incorporated into this contract, all made a part hereof.

## **ARTICLE 3 – COMPENSATION AND PAYMENT**

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

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

Total payment for this Contract will not exceed **<Dollar Amount Spelled Out (\$XX,XXX.XX)>**.

Payment for this Contract will be made based on **EXHIBIT B: Bid Schedule** (3 pages) submitted by Contractor in response to Solicitation No. 193780, attached hereto and made part of this Contract. Line items for which the “Unit” is defined as L.S. will be paid as “Lump Sum”. Other line items for which the “unit” is defined as a unit of measure (i.e., “each”, “L.F.”, etc.) and for which there is a Unit Price, will be measured and paid at the unit price for the actual quantity of work performed in accordance with the Standard Specifications. The quantities of unit-priced items stated in the bid schedule are estimates only and the actual quantities may be either less or more than stated in the Bid Schedule.

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 Contract or law

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

## **ARTICLE 4 – INSURANCE**

Refer to EXHIBIT “C” STANDARD GENERAL TERMS OF THE CONSTRUCTION CONTRACT, Article 5 – Bonds and Insurance and to EXHIBIT “D” SUPPLEMENTARY CONDITIONS, Items SC-5.03 through SC-5.10.

## **ARTICLE 5 – INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR indemnifies and holds harmless COUNTY 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 Contract. 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 Contract survive expiration or termination of the Contract, 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 Contract. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract 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 Contract 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 Contract. Prior to changing any key personnel, especially those key personnel COUNTY relied upon in making this Contract, 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 contract. 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 SUBCONTRACTOR and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract 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.

CONTRACTOR must use the SUBCONTRACTORS named on Contractor's Subcontractor List submitted with the bid. No SUBCONTRACTOR may be added or changed without the prior written approval of the COUNTY subsequent to review and approval by the Administering Department Director and Procurement Director. Substitution of non-SBE SUBCONTRACTORS may be approved at the discretion of the COUNTY for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of the COUNTY. Approval for substitution of SBE SUBCONTRACTORS that are listed on the Bidders Statement of Proposed SBE Utilization submitted with the bid will only be granted if the provisions of Title 20.28.050 of the Pima County Code have been met.

### **ARTICLE 9 – ASSIGNMENT**

CONTRACTOR will not assign its rights to this Contract 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 Contract as if set forth in full herein **including flow down of all provisions and requirements to any SUBCONTRACTORS**. During the performance of this Contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

### **ARTICLE 11 – AMERICANS WITH DISABILITIES ACT**

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

### **ARTICLE 12 - AUTHORITY TO CONTRACT**

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

### **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 Contract 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 Contract 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 Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by Contract or

otherwise. 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 Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
  2. Persistent or repeated refusal or failure to supply enough properly skilled 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 Contract;
  7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Contract; or
  8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project 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 Contract 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 the COUNTY in either its sovereign or contractual capacity,
    - (iii) Acts of another contractor in the performance of a Contract with the COUNTY,
    - (iv) Fires,
    - (v) Floods,
    - (vi) Epidemics,
    - (vii) Quarantine restrictions,
    - (viii) Strikes,
    - (ix) Freight embargoes,
    - (x) Unusually severe weather, or
    - (xi) Delays of SUBCONTRACTORS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the SUBCONTRACTOR S 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 Contract.
- F. If, after termination of the Contract for default, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

**ARTICLE 16 – TERMINATION FOR CONVENIENCE OF COUNTY**

COUNTY may terminate this Contract at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of COUNTY, become its property. If COUNTY terminates the Contract 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 Contract, COUNTY may terminate this Contract if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. 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 under this Contract will be in writing and will be served by delivery or by certified mail upon the other party as follows:

COUNTY:  
Jackson Jenkins, Director  
Regional Wastewater Reclamation Department  
201 N. Stone Ave  
Tucson, AZ 85701  
Tel: 520-724-6549  
Fax: 520-724-6553

CONTRACTOR:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 19 - NON-EXCLUSIVE CONTRACT**

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

**ARTICLE 20 - CONTRACT DOCUMENTS**

- A.** INCORPORATION OF DOCUMENTS: CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in SOLICITATION NO. 193780 - SABINO CREEK PUMP STATION PROJECT NO. 3SCP06, EXHIBIT “A” – SCOPE OF WORK, EXHIBIT “B” - BID SCHEDULE, BONDS (BID, PAYMENT, AND PERFORMANCE BONDS), EXHIBIT “C” – STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT, EXHIBIT “D” - SUPPLEMENTAL CONDITIONS, PLANS, CONSTRUCTION DOCUMENTS, DRAWINGS AND SPECIFICATIONS, EXHIBIT “E” ENGINEERING DESIGN STANDARDS AND STANDARD SPECIFICATIONS AND DETAILS FOR CONSTRUCTION, ADDENDA, and on information

provided in the CONTRACTOR response to this Solicitation. These documents are hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.

- B. ORDER OF PRECEDENCE: In the event of a conflict or inconsistency between or among the Documents incorporated into this Contract, the Contract Documents shall take precedence in the following order:
- a) This Contract
  - b) EXHIBIT "D" - Supplemental Conditions
  - c) EXHIBIT "C" – Standard General Conditions of the Construction Contract
  - d) Technical Specifications, Plans, Drawings
  - e) Contractor Response to the Solicitation
  - f) Instructions to Bidders
  - g) Invitation to Bid

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

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 shall take precedence.

**ARTICLE 21 - BONDING REQUIREMENTS**

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

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

**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 Contract 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 Contract, 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 Contract.

**ARTICLE 25 – SEVERABILITY**

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

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**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 Contract 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 Contract and CONTRACTOR'S counterpart official, such meeting to be held within one 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 Contract 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 Contract, 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 Contract 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 the 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 shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

**ARTICLE 29 – LEGAL ARIZONA WORKERS ACT COMPLIANCE**

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each SUBCONTRACTOR who performs any work for CONTRACTOR under this Contract 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 Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a SUBCONTRACTOR, and the subcontract is suspended or terminated as a result, CONTRACTOR 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 contract comply with all federal immigration laws applicable to SUBCONTRACTOR'S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article 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.

**REMAINDER OF THIS PAGE LEFT BLANK**

**ARTICLE 30 – ENTIRE AGREEMENT**

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

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

APPROVED:

CONTRACTOR:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (Please Print)

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Date

## EXHIBIT "A" SCOPE OF WORK

### SABINO CREEK PUMP STATION PROJECT NO. 3SCP06

Pima County Regional Wastewater Reclamation Department (RWRD) will replace the current Sabino Creek crossing with a new Pump Station (PS) located near the Sabino Creek crossing. The proposed PS will take over the conveyance of the existing and future flows currently utilizing the gravity sewer line crossing the Sabino Creek (MH-3287-02 to MH-3287-04) and will discharge at a downstream manhole west of the Sabino Creek (MH-8219-04). It is the intent of the Department to abandon the existing Sabino Creek gravity crossing. The existing Sabino Creek gravity crossing is located just south of the confluence of Sabino Creek and Woodland Wash. The new PS and Force Main (FM) will service approximately 250 existing customers, and connect to the existing gravity system in Larrea Lane, north of Cloud Road. The Sabino Creek PS will be situated on Pima County RWRD parcel 114-28-014B, west of Sabino Creek and south of Canyon Ranch. The work shall include but is not limited to:

- a. Install new PS to comply with current standards. Contractor shall provide pre-fabricated structures as designed in the plans and shall incorporate a PCRWRD approved coating as corrosion protection. The existing gravity system is to remain in operation until construction is complete and ADEQ Discharge Authorization is issued. Contractor shall keep all construction within the existing Pima County RWRD parcel, sewer easements and common area easements. See attached G-2010-100 plans for PS.
- b. Install new gravity sewer line and manholes (MH) per plan to redirect existing flows to the new PS. See attached G-2010-100 plans for gravity realignment.
- c. Perform all required flow management plan activities to facilitate the construction activities. It is the intention to retain the existing gravity system in operation until the new PS is complete and approved for operation. The Contractor shall submit a Flow Management Plan to RWRD Field Engineering for approval prior to construction.
- d. The Contractor shall install a new pre-cast structure capable of accepting the calculated design flows with a self-cleaning bottom, appropriate pump rails, and access hatches for installation/removal of pumps for maintenance activities as per attached G-2010-100 plans. A PCRWRD approved coating shall be applied to all concrete structures exposed to sewer flow or gasses for corrosion resistance.
- e. The Contractor shall procure, deliver and install 2 new pumps as per RWRD recommendation, FLYGT NP 3127 SH 3~248, as well as deliver to the RWRD Conveyance yard a third new pump with the same specifications as a "back up". The Contractor shall provide an energy efficiency rating for the normal operation of the pumps along with the calculations.
- f. Install all controls, cables and wiring to support the new pump station site. Facilitate the tools, equipment, coordination and permitting necessary for the electrical service required and the installation of the new equipment and controls. New pump wiring, rails, controls, and cables shall be routed so as to facilitate future maintenance and repair activities. Install all equipment pads, under and above ground conduits and provide all required electrical boxes. Install shade structures per plan and RWRD 504 for all electrical equipment.
- g. All new 4-inch discharge piping in the wet well shall be 316 stainless steel (SS) schedule 40 and shall connect to the above ground 4-inch class 350 DIP manifold piping per plan. All DIP pipe shall be coated with an approved product except the bolts. All metal in the wet well shall be 316 SS.
- h. Provide discharge magnetic flow meter. The meter shall be Danfoss/Magflo, Model MAG 5100W Tube MAG 5000 Converter, with 4-inch diameter, with a Flow Range of 60-1,233 GPM, 120 VAC Power, 4-20mA flow rate contact pulse total outputs with a remote mounted converter in the MCC or approved equal. The MAG meter shall be placed per plan such that the crown (internal) of the MAG meter section is at least 1" below the pipe invert on either side of the sag. Contractor shall also provide a class 350 ductile iron spool piece of same length and diameter as the installed flow meter to allow maintenance of flow meter without interrupting service.
- i. Provide all required fittings and installation within the discharge manifold system to allow for a flow management port, per plan. See attached G-2010-100 plans for details.

- j. Access hatch for the wet well shall be RWRD approved lockable aluminum, located to maximize maintenance equipment and personnel access to the pumps/piping while providing a safe environment for all maintenance operations. The hatch shall be equipped with an approved self-deploying rigid safety grate per plan.
- k. Once the new Pump Station is approved, the Contractor shall slurry fill, abandon and monument approximately 227 LF of 8" ACP, 231 LF of 12" HDPE and 60 LF of 12" DIP sewer lines between existing MH 3940-01 and MH 8699-34, including MHs 8225-29, 3287-01, 3287-02, 3287-04 and 6899-36. Abandoned inverts in both MHs 3287-03 and 8699-34 shall be grout filled and the benches reshaped to accommodate the new pipe inverts.
- l. The Contractor shall install a new 8-inch PVC line between existing MH 3287-03 and the PS, including new MHs number 1, 2 and 3, per attached G-2010-100 plans.
- m. Access road shall be graded and stabilized, including drainage features and slope stability methods. All specified fencing and gates shall be installed per plans.
- n. Install site lighting operated by separate light switches at the gate. Location of the light poles per plan. Include a separate electrical GFI outlet at each light pole for maintenance operations.
- o. Provide and install standby generator as specified in the plans and specs. The generator shall be a 100 kW diesel powered engine, with a silencing muffler, capable of operating 24 hrs, both pumps simultaneously (1 pump may delay start) and all electrical equipment including site lighting, and include an automatic transfer switch in accordance with PC RWRD standards.
- p. The Contractor shall set up all electrical connections and configure them to be controlled by the PLC. Once all the electrical components are installed the Contractor shall test the operation of all electrical components using the back-up power generator. An electrical engineer is required to perform an Arch-Flash Hazard Analysis for the electrical equipment installed including the recovered panels.
- q. The Contractor shall coordinate the installation of a 1 1/2" potable water service tap and meter, install a water backflow preventer with lockable access at the meter location and install service line to provide a 1 1/2" potable water connection and hose bib at the station, including all permitting and fees.
- r. The Contractor is to provide fencing and gate along site limits in accordance with the plans. The wall will be 8 feet tall from finish grade and match color and texture with the adjacent Canyon Ranch cmu wall across from the station. The fence is to match height of existing property fence including gate, ADOT Standards C-12-10 Type 1. Additionally, the Contractor is to provide and install one 20 ft, Galvanized Steel-Cantilever track gate and one 4 ft man gate to be mounted within the 8 ft CMU boundary wall for access to the PS site. Locate emergency beacon at a visible location. Install warning sign with current emergency contact information.
- s. The Contractor shall install a pole for area SCADA, radio antenna, cable, and radio system equipment within the new PS site per plan. Coordinate all SCADA work with RWRD SCADA Division, Bruce Gura at (520) 724-6474.
- t. Insure all equipment, SCADA connections, and control panels are properly connected and protected from direct sun effects. Provide shade structures to include all control and electrical panels. Shade structures shall not impede installation/removal operations but shall be oriented to provide maximum protection from the sun as possible. Provide a light fixture (or more if required) at the Control panel operated by a separate switch along with an outdoor electrical outlet for power tools and night time operations.
- u. The Contractor shall coordinate with Carl Goforth with Canyon Ranch prior to construction.
- v. Landscape renovation shall be a lump sum line item. Coordinate all landscape removal and renovation in advance with Pima County Parks and Recreation and Bill and Beth Woodin. The Contractor shall officially notify the property residents/owners within the area of the proposed work 15 days prior to start of work per RWRD requirements.
- w. Properly document any and all repair field conditions to the facilities on as-built plans in accordance with RWRD standards. Contractor shall employ survey methods to establish Arizona State Plane (0202) Coordinates (X, Y, and Z) in international feet for each feature. Horizontal coordinates shall be expressed relative to the North America Datum 83 (NAD 83), in international feet. Vertical coordinates shall be relative to the North America Vertical Datum 88 (NAVD 88) reduced to orthometric heights. A summary table shall be included with the final as-built plans showing the final structure's coordinates. Additionally, Contractor shall provide electrical as-built documentation.
- x. Provide two (2) paper copies and a digital copy with all required manufacturer's data sheets and maintenance manuals for all equipment installed during the station construction and four (4) paper copies and a digital copy of the as-builts.

- y. All pay items shall be provided complete and in place including all permitting, testing, etc. per RWRD standards and specifications and ADEQ permit requirements.

**Additional Notes:**

1. Cultural clearance has been granted for this location provided:

All project activities must be kept in the project areas.

A caution must be noted concerning human burials. Archaeological clearance recommendations do not exempt the construction from compliance with State burial protection laws. In the event that human remains, including human skeletal remains, cremations, and/or ceremonial objects and funerary objects are found during excavation or construction, ground disturbing activities must cease in the immediate vicinity of the discovery. State laws ARS 41-865 and ARS 41-844, require that the Arizona State Museum be notified of the discovery at (520) 621-4795 so that cultural groups who claim cultural or religious affinity to them can make appropriate arrangements for the repatriation and reburial of the remains. The human remains will be removed from the site by a professional archaeologist pending consultation and review by the Arizona State Museum and the concerned cultural groups.

2. Layout of work and survey control shall be performed by, or under the direct supervision of, a Registered Land Surveyor (RLS) registered in the State of Arizona. Prior to the start of survey activities, the individual or company responsible for survey layout and control shall contact the Pima County Department of Transportation, Survey Section, Survey Manager, at 740-2629 to arrange a meeting to review survey control, (horizontal and vertical), to be utilized on the project.

**Please coordinate with:**

RWRD Conveyance:	Keith Olson (520) 443-6500
RWRD SCADA:	Bruce Gura (520) 724-6474
Pima County Park and Recreation:	Jessie Byrd (520) 488-8022
Canyon Ranch Director:	Carl Goforth (520) 749-9655
Resident (parcel 114-28-014A):	Bill and Beth Woodin (520) 298-2954

**Before doing any/all field work in this facility.**

**END OF EXHIBIT "A"**



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

KNOW ALL MEN BY THESE PRESENTS THAT:

**[NAME OF CONTRACTOR]**

(hereinafter "Principal"), as Principal, and \_\_\_\_\_

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

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

**IFB #193780 SABINO CREEK PUMP STATION PROJECT NO. 3SCP06**

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

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

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

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal By: \_\_\_\_\_

\_\_\_\_\_  
Surety By: \_\_\_\_\_



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

KNOW ALL MEN BY THESE PRESENTS THAT:

**[NAME OF CONTRACTOR]**

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

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

**IFB #193780 SABINO CREEK PUMP STATION PROJECT NO. 3SCP06**

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 copies at length in this agreement.

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

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal By: \_\_\_\_\_

\_\_\_\_\_  
Surety By: \_\_\_\_\_



## **SMALL BUSINESS ENTERPRISE DOCUMENTS**

**PIMA COUNTY PROCUREMENT**

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# **SMALL BUSINESS ENTERPRISE SBE**

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**Revised: March 2016**

**Pima County Procurement Department  
SBE / Vendor Relations Division  
130 West Congress Street, 3rd Floor, Tucson, Arizona 85701  
(520) 724-3807 / Fax (520) 724-3646**



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## SBE INSTRUCTIONS TO BIDDERS

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

### 1. **PIMA COUNTY SMALL BUSINESS ENTERPRISE CODE GENERAL PROVISIONS**

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

A minimum goal of **Five (5) percent (%)** for participation by Small Business Enterprises (SBE) as a percentage of the base bid is established for this project.

### 2. **SBE CERTIFIED BUSINESS DIRECTORY**

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

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## **SBE MATERIALS THAT MUST BE SUBMITTED WITH THE BID**

### **1. SMALL BUSINESS ENTERPRISE (SBE) ASSURANCES CERTIFICATION**

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

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

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

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

### **2. STATEMENT OF PROPOSED SBE UTILIZATION**

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

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

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

products. A dealer or wholesaler in such bulk items as: steel, cement, gravel, stone, and petroleum products shall keep such products in stock and available for sale.

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

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

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

**The telephone number for the SBE Program Coordinator is (520) 724-3807**

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

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

For example: Did the bidder attempt to subdivide individual trades into units within SBEs capabilities? A typical example would be to separate curbs, gutters and flatwork from structural concrete.

- C. Evidence of the efforts made to negotiate with SBEs, including, at a minimum:
  - 1. The date, name, addresses and telephone numbers of the individual contacted (the Pima County SBE Program Coordinator will verify this information);
  - 2. Contemporaneous records of telephone calls and/or other negotiations (hand written records are acceptable);
  - 3. A description of the information provided to SBEs describing the work to be done; and,
  - 4. A statement containing the reasons why additional agreements with SBEs, if needed to meet the stated goals, were not reached.

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

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## SBE COMPLIANCE

### 1. CONTRACTOR SBE COMPLIANCE

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

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

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

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## SMALL BUSINESS ENTERPRISE (SBE) ASSURANCES CERTIFICATION

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

**SOLICITATION NO. 193780 SABINO CREEK PUMP STATION PROJECT NO. 3SCP06**

**(Check only one option)**

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME & TITLE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

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



## CERTIFICATE OF GOOD FAITH EFFORT/REQUEST FOR WAIVER

The intent of this certificate is to document the good faith efforts implemented by the contractor in soliciting and utilizing SBE firms in determining whether the contractor has implemented comprehensive good faith efforts. The burden of proof rests with the contractor. See the SBE INSTRUCTIONS TO BIDDERS section of these Documents. The SBE waiver requirements are available upon request by contacting Monica Dennis at (520) 724-3807 or via email at [monica.dennis@pima.gov](mailto:monica.dennis@pima.gov). This certificate must be submitted with the bid proposal. Pima County will notify the contractor of acceptance or rejection of this effort.

Failure to implement "good faith" efforts to the satisfaction of Pima County will result in rejection of the bid as non-responsive. **Good faith efforts will not be recognized if the contractor failed to contact the Pima County SBE Program Coordinator to request assistance in a timely manner (at least three working days) prior to the bid opening. The telephone number for SBE Program Coordinator is (520) 724-3807.**

I, \_\_\_\_\_, do hereby acknowledge that I am the \_\_\_\_\_

of \_\_\_\_\_ who is a bidder/prime contractor for Pima County

### SOLICITATION NO. 193780 SABINO CREEK PUMP STATION PROJECT NO. 3SCP06

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

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

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

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

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**EXHIBIT "C" GENERAL CONDITIONS**

**STANDARD GENERAL CONDITIONS of the CONSTRUCTION CONTRACT**

*Exhibit "C" the STANDARD GENERAL CONDITIONS of the CONSTRUCTION CONTRACT is provided on the solicitation disc and is hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.*

## **EXHIBIT "D" SUPPLEMENTARY CONDITIONS**

### **SUPPLEMENTARY CONDITIONS**

#### **IFB 193780 Sabino Creek Pump Station Project No. 3SCP06**

#### **SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect. Where a conflict exists between the Supplementary Conditions and the Standard General Conditions, the Supplementary Conditions prevail.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof

SC-1.01.52. Work Change Directives are not applicable to this Contract. Under the Pima County Code, §11.16.010, Change Orders must be approved by the Procurement Director or Board of Supervisors, as required by the Code, before work on the change commences. References to Work Change Directives in the General Conditions shall be disregarded.

SC-2.01. Change subparagraph B to read as follows:

B. Evidence of insurance must be furnished with the executed counterparts. The County will not execute the contract in the absence of satisfactory evidence of insurance complying with the requirements of these Special Conditions.

SC-3.01. Add the following new paragraph immediately after Paragraph 3.01.C:

D. Sections of Division 1, General Requirements, govern the execution of the Work of all sections of the Specifications.

SC-4.02. Subsurface & Physical Conditions report is available as part of the procurement package.

SC-4.06. Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following in their place:

A. No reports or drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.

B.

SC-5.03. Delete Paragraphs 5.03.B in its entirety and insert the following in its place:

C. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

SC-5.04. Add the following language after Paragraph 5.04.B.1:

Include the following parties or entities as additional insured for the following coverages: General Liability, Automobile, and Builders' Risk.:

- a. Pima County
- b. LAN Inc. & EEC Inc.

SC-5.04. Add the following new paragraph immediately following subsection 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker's Compensation and related coverage under Paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:
  - a. State: Statutory.
  - b. Applicable Federal (e.g., Longshoreman's): Statutory.
  - c. Employer's Liability: \$1,000,000
  
2. Contractor's General Liability under Paragraphs 5.04.A.3 through 5.04.A.6 of the General Conditions shall be written on an occurrence basis and cover liabilities arising out of construction of the Project, including independent contractors, completed operations and product liability coverages and eliminates the exclusion with respect to property under the care, custody and control of Contractor:
  - a. General Aggregate \$2,000,000
  - b. Products- Completed Operations Aggregate \$2,000,000
  - c. Personal and Advertising Injury (per person/ Organization) \$2,000,000
  - d. Each Occurrence (Bodily Injury and Property Damage) \$2,000,000
  - e. Broad Form Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
  - f. Contractual Liability coverage - Paragraph 5.04.B.4
  - g. Excess or Umbrella Liability
    - 1) General Aggregate \$5,000,000
    - 2) Each Occurrence \$5,000,000
  
3. Automobile Liability under Paragraph 5.04.A.6:
  - a. Bodily Injury:
    - Each Person \$1,000,000
    - Each Accident \$1,000,000



#### **4.2 Approval and Modifications:**

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

SC-5.06. Delete subsection 5.06.A in its entirety and insert the following in its place:

A. Builders' Risk Insurance Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the completed value basis in an amount not less than the full replacement value of the Project, full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention but such deductible or self-insurance retention shall not be a recoverable cost under the terms of this Contract, as a cost included in a Change Order or otherwise. The builder's risk insurance policy shall extend until Final Completion.

1. This insurance shall:

- Include the interests of Owner, Contractor, Subcontractors, Engineer and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured, loss payee or additional insured;
- In addition to the individuals and entities specified, include as additional insured's, the following:
- None; See section SC-5.04 Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for:
  - physical loss and damage to the Work,
    - temporary buildings, false work, and materials and equipment in transit
    - shall specifically cover loss or damage arising as a consequence of faulty workmanship or materials or design error; and
    - shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

In addition to the above listed perils, the property insurance shall include mechanical or electrical breakdown/failure, boiler explosion (if boilers or other pressure vessels are on the project), and damage to electrical apparatus from electrical currents.

- Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

- Cover materials and equipment while in transit, or stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
- Allow for partial utilization of the Work by Owner;
- Include testing and startup; and
- Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

2. The policies of insurance required to be purchased and maintained by Contractor in accordance with this Paragraph SC-5.06.A shall comply with the requirements of Paragraph 5.06.C of the General Conditions.

SC-5.06. Delete Paragraph 5.06.B and subsection 5.06.C in its entirety and insert the following in its place:

B. (Paragraph removed)

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Contractor in accordance with Paragraph 5.06.A shall contain

- a provision or endorsement that the coverage afforded shall not be canceled or materially changed or renewal refused until at least 30 days' prior written notice has been given to Owner and to each other additional insured to whom a certificate of insurance has been issued and
- shall contain waiver of subrogation provisions in accordance with Paragraph 5.07.

SC-5.06. Add the following language to end of Paragraph 5.06.D:

Property insurance furnished under this Contract shall have deductibles no greater than \$5,000 for all sub limits except for earthquake, which shall have a maximum deductible of \$50,000.

SC-5.10. Add the following language to the end of Paragraph 5.10.A:

The property insurance shall contain no partial occupancy restriction for utilization of the Project by Owner for the purpose intended.

SC-6.03. Add the following language immediately following Paragraph 6.03.C:

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

SC-7.02. Replace Paragraphs 1., 2., and 3., immediately following Paragraph A with the following:

1. The contractor shall coordinate with other projects at the project sites. Following is a list of existing projects:  
Other projects as identified by the Owner at the pre-bid meeting or during construction.

SC-8.12. Add the following new paragraph(s) immediately following Paragraph 8.11:

8.12. Owner As Resident Project Representative

- A. Owner will furnish Project representation during the construction period. The duties, responsibilities, and limitations of authority specified for Engineer in Article 9, Engineer's Status During Construction, and elsewhere in the Contract Documents will be those of Owner.

SC-9.03. Delete Paragraph 9.03.A in its entirety and insert the following in its place:

- A. Resident Project Representative (RPR) will be furnished by Owner. The responsibilities, authority, and limitations of the RPR are limited to those of Engineer in accordance with Paragraph 9.09 and as set forth elsewhere in the Contract Documents and are further limited and described below.
- B. Responsibilities and Authority:
  1. Schedules: Review and monitor Progress Schedule, Schedule of Submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
  2. Conferences and Meetings: Conduct or attend meetings with Contractor, such as preconstruction conferences, progress meetings, Work conferences and other Project related meetings.
  3. Liaison: (i) Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; (ii) assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's onsite operations; (iii) assist in obtaining from Owner additional details or information when required for proper execution of the Work.
  4. Submittals: Receive Submittals that are furnished at the Site by Contractor, and notify Engineer of availability for examination. Advise Engineer and Contractor of the commencement of any Work or arrival of Products at Site, when recognized, requiring a Shop Drawing or Sample if the Submittal has not been approved by Engineer.
  5. Review of Work, Rejection of defective Work, Inspections and Tests: (i) Conduct onsite observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents; (ii) inform Engineer and Contractor whenever RPR believes that any Work is defective; (iii) advise Engineer whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of

the completed Project as a functioning whole as indicated in the Contract Documents, or whenever RPR believes Work should be uncovered for observation, or requires special testing, inspection, or approval; (iv) monitor that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; (v) observe, record and report to Engineer appropriate details relative to the test procedures and startups; and (vi) accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

6. Interpretation of Contract Documents: Inform Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and provide recommendations to Engineer; transmit to Contractor the decisions issued by Engineer.

8. Records: (i) Maintain at the Site files for correspondence, conference records, Submittals including Shop Drawings and Samples, reproductions of original Contract Documents including all Addenda, signed Agreement, Work Change Directives, Change Orders, Field Orders, additional Drawings issued after the Effective Date of the Agreement, Engineer's written clarifications and interpretations, progress reports, and other Project related documents; (ii) keep a diary or log book recording pertinent Site conditions, activities, decisions and events.

9. Reports: (i) Furnish Engineer periodic reports of progress of the Work and of Contractor's compliance with the Progress Schedule and Schedule of Submittals; (ii) consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work; and (iii) assist in drafting proposed Change Orders, Work Change Directives, and Field Orders, obtain backup material from Contractor as appropriate.

10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed and materials and equipment delivered at the Site but not incorporated in the Work.

11. Certificates, Operation and Maintenance Manuals, Record Documents, and Site Records: During the course of the Work, monitor that these documents and other data required to be assembled, maintained, and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the Work.

12. Substantial Completion: (i) Conduct an inspection in the company of Engineer, Owner, and Contractor and prepare a list of items to be completed or corrected; (ii) submit to Engineer a list of observed items requiring completion or correction.

13. Completion: (i) Conduct final inspection in the company of Engineer, Owner and Contractor; and (ii) notify Contractor and Engineer in writing of all particulars in which this

inspection reveals that the Work is incomplete or defective; and (iii) observe that all items on final list have been: completed, corrected, or accepted by Owner and make recommendations to Engineer concerning acceptance.

C. Limitations of Authority. Resident Project Representative will not:

1. Have authority to authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Engineer; or
2. Undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent; or
3. Accept Submittals from anyone other than Contractor; or
4. Authorize Owner to occupy the Project in whole or in part; or
5. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

SC-9.09. Add the following new paragraph immediately after Paragraph 9.09.E:

E. Contractors, Subcontractors, Suppliers, and others on the Project, or their sureties, shall maintain no direct action against Engineer, its officers, employees, affiliated corporations, and subcontractors, for any Claim arising out of, in connection with, or resulting from the engineering services performed. Only the Owner will be the beneficiary of any undertaking by Engineer.

SC-10.05. Delete Paragraphs 10.05.C through 10.05.E in their entirety and insert the following in their place and renumber Paragraph 10.05.F to read 10.05.D:

C. Engineer's Action and Executive Negotiation:

1. Engineer's Action:

- a. Engineer will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. Engineer's written decision on such Claim, dispute or other matter will be final and binding upon Owner and Contractor, unless within 10 days after issuance of Engineer's written decision, either party appeals the decision by giving the other party and Engineer written notice of request for executive negotiation.
- b. In the event Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

2. Executive Negotiation:

- a. Within 10 days of the delivery of notice of appeal to Engineer's written decision regarding Claim, dispute or other matter, senior representatives of at least Owner and Contractor, having authority to settle the dispute, and Engineer shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.
- b. In the event a mutually acceptable decision cannot be reached through executive negotiation within 20 days of the appealing party's notice, or mutually

agreeable longer period, or if the party receiving such notice will not meet within 10 days, Owner or Contractor may make a written declaration, delivered to the other party and Engineer, that the executive negotiation is deemed unsuccessful and may initiate further dispute resolution measures in accordance with Article 16.

c. If no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to further appeal from Engineer's written decision is delivered by Owner or Contractor to the other and to Engineer within 30 days after the date upon which the executive negotiation has been declared unsuccessful, or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by Owner and Contractor), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

SC-14.02.C.1. is revised to read as follows:

1. Payment shall be in accordance with A.R.S. § 34-221.

SC-14.07.C.1. is revised to read:

1. Final payment shall be as provided in A.R.S. § 34-221.

SC-15.03.A. Delete the first sentence of Paragraph 15.03.A in its entirety and insert the following in its place:

Upon 15 days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract or any portion of the Contract.

SC-16.01. Delete Paragraph 16.01.C in its entirety and insert the following in its place:

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. Elects in writing to demand arbitration of the Claim, pursuant to Section 105-19 of the Standard Specification for Public Improvements.

**END OF SECTION**

**EXHIBIT “E” ENGINEERING DESIGN STANDARDS AND  
STANDARD SPECIFICATIONS AND DETAILS FOR CONSTRUCTION**

- Pima County RWRD 2016 Engineering Design Standards
- Pima County RWRD 2016 Standard Specifications and Details for Construction

*Exhibit “E” the Engineering Design Standards and Standard Specifications and Details For Construction are available on the RWRD website at:*

<http://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=56988>

*and are hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.*