



SOLICITATION FOR QUALIFICATIONS

**JOB ORDER CONTRACT: WASTEWATER RECLAMATION FACILITIES
CONSTRUCTION SERVICES**

PIMA COUNTY WASTEWATER MANAGEMENT

TUCSON, ARIZONA

November 2015

**Pima County Procurement Department
Design & Construction Division
130 West Congress Street, 3rd Floor, Tucson, Arizona 85701
(520) 724-3731 / Fax (520) 724-4434**

Solicitation No. 199494

**NOTICE OF SOLICITATION FOR STATEMENTS OF QUALIFICATIONS
JOB ORDER CONTRACTS (JOC) FOR
WASTEWATER RECLAMATION FACILITIES CONSTRUCTION SERVICES**

Pima County is seeking Statements of Qualifications (SOQ) for the establishment of up to three Job Order Contracts for Wastewater Reclamation Facilities Construction Services for Pima County Regional Wastewater Reclamation Department (PCRWRD). Sealed SOQs will be received by Pima County Procurement, Design and Construction Division, 130 West Congress Street, 3rd Floor, Tucson, AZ 85701 until **4:00 PM, December 23, 2015**. No proposals will be accepted after the date and time indicated.

A pre-submittal conference will be held at 10:00 AM Local Tucson Time, December 9, 2015, in the Pima County Procurement Department 3rd Floor Conference Room, 130 West Congress Street, Tucson, Arizona, 85701. Attendance at the pre-submittal conference is not a requirement for this project but is strongly encouraged.

Project Summary:

The intent of this solicitation is to award up to three Job Order Contracts to cover the full range of Wastewater Treatment Facilities construction requirements falling within the limits of the JOC. Performance and payment bonds will be required for construction and may be provided on a flexible basis so long as the amount of the bonds is sufficient to cover all construction performed under the contract. The estimated total annual value of all the Contracts awarded for the Wastewater Treatment Facilities Construction Services is approximately \$5.0 Million. It is possible that this amount may be increased significantly in future years.

Because of the specialized nature of the work, wide range of potential projects, and current market volatility, it has been decided not to pursue development of a unit price book. The contract anticipates that a significant number of job orders will be based on a guaranteed maximum price bid between the selected contractors. The contractors' cost, schedule and quality performance will be assessed and compared periodically and will be considered in determining whether to renew the contract(s).

The initial term of the Job Order Contract will be one year. The start date of the contract will be determined in the award action to be approved by the Board of Supervisors. The contract will include options to extend the term for up to four (4) additional one-year periods. There is no minimum guarantee of work during the term of the contract, and there is no guarantee the renewal option(s) will be exercised.

Selection and Award: Up to five firms will be short-listed by the evaluation panel and invited to interviews. Following interviews, up to three of the highest ranking firms will be recommended for award.

Firms responding to this SFQ must agree to the terms and conditions included in the Sample Contract and associated documents, including the General Conditions, Special Conditions and Appendices to the Contract, provided with or referenced by the Solicitation Documents.

Solicitation Documents: A copy of the SFQ documents may be downloaded from the Procurement Department website: <http://www.pima.gov/procure> . A hard-copy SFQ document may be obtained by contacting the Procurement Department Design & Construction Division; Pima County Administration Building, 130 W. Congress, 3rd floor, Tucson, AZ, 85701; Phone: 520-724-3731 The first SFQ copy is available at no charge. Additional copies may be requested at \$10.00 per copy, which is a non-refundable charge.

The SBE goal for these contracts is Five percent (5%). Certified Small Business Enterprise (SBE) firms are encouraged to participate.

Publish: The Territorial: November 27 & 30 and December 1 & 2, 2015.

Keith E. Rogers

Keith E Rogers, CPPB, Contracts Officer

SFQ No. 199494

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INSTRUCTIONS TO RESPONDENTS

BACKGROUND/SCOPE

Pima County is seeking Statements of Qualifications (SOQ) from qualified firms for the establishment of Job Order Contracts for construction services for Pima County Regional Wastewater Reclamation Department treatment facilities. The intent of this solicitation is to award up to three Job Order Contracts for these wastewater treatment plants to cover the full range of plant construction requirements falling within the limits of the JOC. The plants are described below.

All references in this solicitation to the Arizona Revised Statutes (A.R.S.) or any section thereof are to the A.R.S. as currently amended or to any applicable future amendments of the A.R.S..

Tres Rios WRF

The existing Tres Rios WRF was designed in 1973 and constructed from 1975 to 1977. The facility is located at 7101 N. Casa Grande Highway, Tucson, Arizona 85743, just south of Ina Road, between Interstate 10 and the Santa Cruz River. The facility was designed to produce a treated effluent meeting existing regulatory secondary treatment quality requirements. Modifications to the original design to enhance equipment performance and reliability were completed in 1990. The ROMP Ina Rd Upgrade, completed in 2014, doubled the capacity of the Tres Rios WRF and converted the treatment processes to a 5 Stage Bardenpho. This project also added new facilities for the process of solids handling as well as a new Central Plant for generating heating and cooling utilizing digester gas. Average winter influent flow (peak season) is currently 32 MGD.

Other Facilities

PCRWRD has, six subregional wastewater treatment facilities: Green Valley WRF, Pima County Fairgrounds WRF, Avra Valley WRF, Corona de Tucson WRF, Arivaca Junction WRF, and Mt. Lemmon WRF. A map of the location of these facilities is available at <http://www.wwm.pima.gov/dept/index.htm>. Other associated facilities include 32 conveyance system pump stations, where repairs, rehabilitation, and upgrades may be required.

Contract Concept

Each contractor will be required to provide construction services for all of the PCRWRD plant facilities. Performance and payment bonds will be required for construction and may be provided on a flexible basis so long as the amount of the bonds is sufficient to cover all construction performed under the contract or awarded under job orders.

Because of the specialized nature and environmental sensitivity of the work, wide range of potential projects, and current market volatility, it has been decided not to pursue development of a unit price book. The contract anticipates that significant job orders will be based on a guaranteed maximum price (GMP) comprised essentially of a cost-plus-fixed-fee for the work. The cost of the work will be a reimbursable item. The cost of the work and all other contractor costs and fee will be included in the GMP. The Contractor will be at risk if the total cost of the work exceeds the GMP. A more detailed explanation of the derivation of the GMP is incorporated into the Special Provisions to the Contract. Minor job orders may be negotiated for fixed-price performance.

The contractors' cost, schedule and quality performance will be assessed and compared periodically and will be considered in determining whether to renew the contract(s). The current plan is to perform this assessment approximately every four months and provide each of the contractors with feedback based on the results of the review. The final review schedule will be established with the contractors. In the event that it is decided not to renew one of the job order contracts or if one of the contracts were to be terminated, the remaining contractor will assume responsibility for new work for such time as it takes to procure a replacement contractor.

It is expected that the content of work will vary for each Project/Job Order and that some Job Orders may also require design services that may be subcontracted to a qualified consultant. The estimated cost of the work to be performed under these contracts is currently \$5 Million per year. No individual Job Order may exceed \$950,000.00, including all change orders, although it is anticipated that most job orders will be in the \$50,000 to \$400,000 range. The term of the Contract will be for a period of one year from the date of contract award with option by the County to extend the Contract for four (4) additional one-year periods. The total term of the Contract may be

extended beyond five (5) years only to complete job orders awarded during the 5-year term. There is no minimum guarantee of work during the term of the contract, and there is no guarantee that the renewal options will be exercised.

There is a small possibility that some Projects/Job Orders under this contract may be fully or partially funded by Federal Grant monies. Projects/Job Orders that are fully or partially funded by Federal Grants may be subject to additional Federal Contract provisions and requirements, including the payment of prevailing wages under the Davis-Bacon Act. Any additional federal requirements will be attached to the job order to which they pertain.

The following documents are incorporated into this SFQ by reference to the extent not inconsistent with provisions of the SFQ documents: 2012 Pima County Regional Wastewater Reclamation Department Engineering Design Standards 2012; Pima County Regional Wastewater Reclamation Department Standard Specifications and Details for Construction 2012; Pima Association of Government (PAG) Standard Specification; hereinafter referred to as the "Standard Specifications" ; Pima Association of Government (PAG) Standard Details, hereinafter referred to as the "Standard Details". It is the respondent's responsibility to become familiar with the requirements of these documents.

SUBCONTRACTING PLAN

The Arizona Revised Statutes, as amended, now require that JOC contractors select subcontractors on the basis of qualifications alone or qualifications and price, but NOT price alone. A qualifications and price selection may be accomplished in a single step considering both qualifications and price or using a two-step process in which the first step is based on qualifications only and the second step may use either qualifications and price or price alone.

Respondents to this solicitation must submit a separate subcontracting plan that describes the process the respondent will use to select subcontractors and reflecting the respondent's commitment to employ its best efforts to meet or exceed the SBE goal established below. This subcontracting plan will be a significant factor in the selection of the Contractor and, with any changes that may be negotiated between the Contractor and County, will be incorporated into the Contract and be an obligation of the Contractor.

SMALL BUSINESS ENTERPRISES PROVISIONS

The minimum overall goal for participation by Small Business Enterprises (SBEs) is Five percent (5%).

Furthermore, individual job orders estimated at \$50,000.00 or greater shall require review and approval of a Contractor submitted SBE Utilization by the Small Business Enterprise (SBE) Program Coordinator for specific goal setting appropriate to the suggested scope of work prior to Notice to Proceed by County.

The CONTRACTOR shall address the use of available SBE firms in meeting the goal in their subcontractor selection plan. The current list of certified Small Business Enterprises may be obtained at <http://www.pima.gov/procure/sbe/SBEDir.pdf>.

PRE-SUBMITTAL CONFERENCE

The date and time of a pre-submittal conference is indicated on the notice page of this document. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstandings of the County's requirements. Any questions regarding this solicitation should be presented to the County prior to or at this conference.

INQUIRIES

Inquiries shall be written, preferably by email. All questions must be received no later than eight (8) calendar days in advance of the qualifications statement due date. All questions regarding this SFQ shall be directed to Keith E.

Rogers, Contracts Officer, Pima County Procurement Department, Design and Construction Division, 130 West Congress Street, 3rd Floor, Tucson, AZ 85701, at keith.rogers@pima.gov, or fax to: (520) 770-4012.

ADDENDA

Responses to questions that materially change the scope or intent of this SFQ will be issued via addenda and posted to the Procurement Department website at <http://www.pima.gov/procure> then click on Design & Construction solicitations. Respondents should check this website for any issued addenda prior to turning in their submittal.

REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

The complete statement of qualifications will consist of two documents: Proposal and Subcontracting Plan. These documents must be submitted in separate sealed envelopes and should not be bound together.

Proposals

Respondent shall provide one (1) original, seven (7) identical hard copies and one identical electronic copy (flash drive or CD are acceptable) of their proposal.

Proposals should be printed on 8.5" x 11" paper, bound, with a suggested maximum page count of 20, and adhere to the following format:

1. Introductory Letter: Respondent's Statement of Interest and Availability (1-2 pages, not included in total page count – no points)

The introductory letter should not exceed two (2) pages, 8½" X 11". The letter shall be on company letterhead including the company name, address, phone number and fax number. The letter should be addressed to the Point of Contact referencing the SFQ. The letter shall be signed, in original ink signature, by an authorized officer of the firm and should contain the following:

- A statement of interest for the Project including a summary of key points describing the respondent's unique qualifications as they pertain to this particular Project.
- The availability and commitment of the respondent.
- The respondent's city and state of its corporate headquarters.
- A statement acknowledging addenda, if any, and agreement or exception to the terms contained in the Sample Contract.

2. Project Team Narrative

Describe the unique qualifications and experience of the Project Manager and Key Personnel relevant to the project. Experience when employed by another firm may be included; however, it shall be clearly identified as experience when employed by another firm. Describe the key attributes these personnel bring to the team.

Provide resumes of the Key Personnel of the Construction Manager at Risk team that will be directly involved in the Project, including their experience with similar projects and the number of years with the firm. Identify Professional Registrations and/or Contractor Licenses held by the Key Personnel. (Resumes shall be no longer than two (2) pages).

Describe, in graphic and written form, the proposed roles and lines of authority and communication for each team member directly involved in the Project. Indicate the estimated percent of time these team members will be available and involved in the JOC.

Any other information the Respondent feels relevant to this section that indicates the Project Team's unique qualifications and experience.

3. Firm Narrative

Describe Firm's history, including the name(s) of the Firm, address(es) of the corporate headquarters and local office(s), and number of years in business. Provide the following information on the firm:

- The Firm's gross revenue totals for the past five (5) fiscal years
- Total bonding capacity, and single project limit
- Available bonding capacity

List the total number of years of experience the firm has with projects of similar type, scope and complexity.

Identify any completed projects, of any type, for which your firm has received an award for construction excellence from a recognized organization.

Identify any relevant special or unusual experience, qualifications or assets of the firm that would be available to the Project Team.

Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated for cause within the last five years. Identify any claims arising from a contract which resulted in litigation or arbitration within the last three years. Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. Briefly describe the circumstances and the outcomes.

Provide a brief list of the Firm's current, on-going projects and priorities, and any potential or anticipated projects for which the firm may be selected but which are not yet awarded. Include name/description, public agency/owner of the project, estimated total construction value (do not include any pre or post construction services) and estimated completion date. Provide a reference with contact information (phone & fax) for each project listed. The County may contact the references.

Provide a list of local staffing levels including trade and job titles.

Provide a list of local equipment owned and operated by the Firm.

Any other information the Respondent feels relevant to this section that indicates the Firm's unique qualifications and experience.

4. Questionnaire

This solicitation includes a questionnaire on pages 9-10. This questionnaire must be completed and bound with the proposal narratives. Failure to use or complete the provided forms in this section may result in rejection.

References

Note that the last question on the questionnaire asks you to list three (3) references and fax or otherwise provide them with a copy of the past performance questionnaire. DO NOT SKIP THIS STEP. It is your responsibility to ensure that these forms are received in our offices before the due date.

Subcontracting Plan

Respondent shall provide, **in a separate sealed envelope**, one (1) original, two (2) identical hard copies and one identical electronic copy (flash drive or CD are acceptable) of their plan for selecting subcontractors. The plan should address the following considerations:

- Pursuant to A.R.S. § 34-604(C)(2)(e)(i), Subcontractors must be selected on the basis of qualifications or qualifications and price—but not price alone. The assessment of qualifications may include safety, management, capacity, capability, or such other factors as the Contractor deems appropriate. The factors should be identified and discussed. Not all factors need be applied to all trades/specialties. A qualifications and price selection may be accomplished in a single step considering both qualifications and price or using a two-step process in which the first step is based on qualifications only and the second step may use either qualifications and price or price alone.
- The contract will be subject to the Small Business Enterprise (SBE) requirements of the Pima County Code, Title 20, Chapter 24. Pursuant to the cited section, a minimum goal for the participation of SBE

subcontractors of five percent (5%) has been established for this contract. (Additional information regarding the SBE program is provided in Appendix D to this solicitation.) The subcontracting plan should reflect the respondent's commitment to making its best efforts to meet or exceed the goal. These steps may include identifying and assisting non-certified SBE contractors to become certified.

- The expectation is that not all subcontractors will be equally qualified and that the County and the Contractor will both benefit from enhancing the qualifications of the Pima County subcontractor base. The subcontracting plan may include a description of mentoring, training or other assistance the respondent will provide to enhance the skills of subcontractors and support their qualification and/or continuing development.

The subcontracting plan shall bear a cover sheet with the name and address of the firm submitting the plan and shall be captioned as "Subcontracting Plan Submitted in Response to Pima County Solicitation No. 199494 for **Job Order Contract for Wastewater Reclamation Facilities.**" **One original coversheet must be signed by the person signing the proposal.**

The subcontracting plan, with any changes negotiated with the contractor, will be incorporated into the resulting contract and will be an obligation of the Contractor.

DUE DATE FOR SUBMISSIONS

Responses must be received and time stamped at the Procurement Department, Design and Construction Division, no later than the time indicated of the Notice Page of this document. Late submittals will not be accepted.

EVALUATION:

General

This SFQ is being conducted pursuant to A.R.S. §34-603. Briefly, the process is to evaluate and score the qualifications submitted in response to this Solicitation for Qualifications (SFQ), then rank the firms in descending order of score in a final list.

A selection committee will review, evaluate, and score the SOQ responses in accordance with the evaluation criteria established in this solicitation. The selection committee may not consider fees, price, person-hours or any other cost information in the selection or order of preference. The subcontracting plan will be evaluated and scored separately by the Contract Officer, Project Manager and a representative from the SBE Participation Program. The SOQ and Subcontractor Selection Plan scores will be combined to result in a total score for each respondent. Up to four of the highest scoring firms will be invited to interviews. Interview scores will be combined with the SOQ/Subcontractor Selection Plan Scores to determine the overall final ranking. These overall scores will be ranked in descending order to establish a final list of the most qualified firms for the Wastewater Reclamation Plant JOC. Up to three of the most qualified firms on this list will be recommended for award by the Pima County Board Of Supervisors.

Evaluation Criteria

Proposals will be evaluated based on the following criteria. Unless otherwise stated, subcriteria are equally weighted.

Solicitation for Qualifications:

- Qualifications and Experience of the Project Team: 40 points

- Experience in Wastewater Construction
 - Project Management Philosophy
 - Firm's Qualifications and Experience: 40 Points
 - Experience in Wastewater Construction
 - Project Management
 - Special Experience or Qualifications
 - Past Performance
 - Safety
 - Subcontracting Plan: 20 points
 - Qualifications-Based Selection (8 points)
 - Small Business Enterprise (SBE) (8 points)
 - Subcontractor Assistance/Development (4 points)
 - Total Points: 100 points
 - Professionalism Of Written Statement (a maximum of 10 points may be deducted)
 - All statements are expected to be prepared in a professional manner. This includes organization, formatting as instructed, readability, and accuracy of spelling and grammar. Evaluation points may be deducted for less than professional work. Points may also be deducted for exceeding the suggested maximum page count.
- Presentations/Interviews: 100 points

Subsequent to the development of the final list, the County will conduct interviews with up to five short-listed firms. Firms will be short-listed based on the combined SOQ & Subcontractor Selection Plan scores.

The Procurement Department will advise the short-listed firms of the time and place in writing at least two weeks in advance. Presentation/Interviews are not anticipated to last longer than 90 minutes per firm. The County may provide an agenda or outline in advance of the interview covering any additional requirements to be addressed by the shortlisted firms.

In addition to a presentation and response to interview questions, shortlisted firm's may be required to provide additional materials, responses to additional follow up questions or provide examples of the Professional quality of the firm's previous work for similar contracts. If required, additional material will be requested formally in writing by the Contracts Officer.

Presentations/Interviews/additional materials will be scored at 100 maximum points using the same general criteria as outlined above for written proposals. The total score for written proposals will be added to the total score for presentations/interviews to arrive at the final score to determine the highest ranked firm.

SELECTION

The County intends to make a recommendation to the Board of Supervisors for award of contracts to at least two, but no more than three, of the highest ranked firms.

The Pima County Procurement Department, Design and Construction Division, will issue a Notice of Award to the successful firms following the contract award by the Pima County Board of Supervisors. Upon this Notice of Award, the Design & Construction staff will negotiate contracts with the selected firms. If the County cannot

successfully reach agreement with the highest ranked firm on each list, County will formally terminate discussion with that proposer and move to the next highest ranked firm.

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.

Selection of CONTRACTOR shall be at the discretion of the County and the County reserves the right to reject any or all qualification statements.

The respondents to whom Awards are made will be required to execute the contract and return it to the Pima County Procurement Department, Design and Construction Division, within ten (10) days after receipt of the Notice of Award, complete with required insurance certificates. Failure or neglect to do may result in rejection of the respondent's proposal. Payment and performance bonds must be provided before performing any construction.

NOTE: No pricing information shall be submitted with the respondent's initial Statement of Qualifications. Any Statement of Qualifications that contains any information of this type may, in the sole discretion of the County, be deemed non-responsive and be returned to the Contractor.

QUESTIONNAIRE (Page 1 of 2)

Complete the following questionnaire and deliver one (1) original, five (5) identical hard copies and one identical electronic copy (flash drive or CD are acceptable) in a sealed envelope to the Pima County Procurement Design and Construction Division at 130 West Congress Street, 3rd Floor, Tucson, AZ 85701. Label the envelope: "SFQ 199494." Typed responses are preferred. Illegible responses may negatively affect the evaluation and scoring.

Additional pages may be attached if necessary to complete all required information.

Legal Firm Name: _____

Mailing Address: _____

Physical Address (if different from mailing address): _____

Phone: _____

Fax: _____

Contact Person: _____

Phone: _____

LICENSING/CERTIFICATION/REGISTRATION

Arizona Registrar of Contractors license in the appropriate category is required.

List the licenses held by your company issued by the Arizona Registrar of Contractors:

License Number	Class	License Number	Class
1. _____	_____	3. _____	_____
2. _____	_____	4. _____	_____

Certifications: state any certifications you hold.

Other Specialized Industry or Manufacturer Training or Certifications (e.g., OSHA, MSHA):

Type & Name of Certifying Agency:

Professional Registration:

Registration Number	Discipline	Expiration Date:
_____	_____	_____
_____	_____	_____
_____	_____	_____

SAFETY

1. What are your intrastate Workers Comp Experience Modification Rates (EMRs) for the last three rating years? (Your Workers Comp insurer should be able to give you this information.)
2012: _____ 2013: _____ 2014: _____
2. How many workdays has your firm gone since its last lost time injury? _____
3. What is the longest period (in workdays) your firm has gone without a lost time injury? _____
4. Has your company received any "serious", "willful", "repeat" or "failure to abate" OSHA violations within the last five (5) years? Yes [] No []
(If your answer is "Yes", include an explanation on a separate sheet.)
5. Does your company have a written substance abuse policy? Yes [] No []
(If yes, please attach supporting documentation)
6. Do you apply your substance abuse policy to subcontractors or require subcontractors to have substance abuse policies? Yes [] No []

REFERENCES

List 3 references for whom you have performed Wastewater Plant work. Provide an agency or firm name, contact name with telephone number or email address, and a one-line project description.

Agency: _____

Contact: _____ Phone Number: _____

Project: _____

Agency: _____

Contact: _____ Phone Number: _____

Project: _____

Agency: _____

Contact: _____ Phone Number: _____

Project: _____

Provide the Performance Inquiry Form (pages 11 - 12) to these three references and request those references to fax that form DIRECTLY back to Keith E. Rogers, Commodities/Contracts Officer, Pima County Procurement Department, Design and Construction Division at 520-770-4012 by the due date for the Solicitation.

Be certain to put your firm's name on the forms.

EXHIBIT "B"
PERFORMANCE INQUIRY



PIMA COUNTY PROCUREMENT DEPARTMENT
DESIGN AND CONSTRUCTION DIVISION
FAX: 520-724-4434

COMPANY OR INDIVIDUAL CONTRACTOR: _____

FOR: JOB ORDER CONTRACT FOR WASTEWATER PLANT CONSTRUCTION

PIMA COUNTY, ARIZONA IS CONSIDERING THE ABOVE NAMED COMPANY'S APPLICATION TO PROVIDE CONSTRUCTION SERVICES TO PIMA COUNTY WASTEWATER MANAGEMENT. PLEASE RANK THE INDIVIDUAL OR COMPANY'S PAST PERFORMANCE ON THE ATTACHED FORM AND FAX THIS COVER SHEET AND YOUR COMPLETED FORM TO THE FOLLOWING ON OR BEFORE:

BEFORE December 22, 2015:

ATTENTION: Keith Rogers, Contracts Officer
Pima County Procurement Department
Design and Construction Division
Fax: 520-770-4012

We sincerely appreciate your cooperation.

FIRM PROVIDING REFERENCE:

Name of Company: _____

Person Completing Reference: _____

Position: _____

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

The contractor listed below has named you as a reference on a project completed within the last three years. We would appreciate it if you could respond to the questions below regarding this contractor and fax your response to (520) 770-4012, Attn: Keith Rogers, Design and Construction Division, Pima County Procurement Department.

We need your response by **December 22, 2015** in order to consider the Contractor's proposal for a Job Order Contract. We would appreciate it if you could respond on or before that date.

Contractor: _____
 Contract # _____ Project: _____

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

Thank you very much for your response.

SAMPLE CONTRACT

<p>PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT</p> <p>PROJECT: JOB ORDER MASTER AGREEMENT Wastewater Reclamation Facilities Construction Services</p> <p>CONTRACTOR:</p> <p>AMOUNT:</p> <p>FUNDING:</p>	<p>(stamp here)</p>
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JOB ORDER MASTER AGREEMENT

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 has a need to establish an Agreement with up to three (3) Job Order Contractors for well installation, development, and repair services at various Pima County locations; and,

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

WHEREAS, COUNTY therefore conducted a competitive qualifications-based procurement for Job Order Contractors under Solicitation #199494; and

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

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

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

ARTICLE 1 – BASIC TERMS

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

For projects less than \$150,000.00, the COUNTY may select a Contractor based on availability, specialty, or such other basis or bases as the COUNTY may determine in its sole discretion.

For projects of \$150,000.00 or more, the Contractors will compete on the basis of price or price and schedule through a simplified quoting procedure. Price may be either fixed price or a guaranteed maximum price.

All Federally Funded Job Orders must be competed among all CONTRACTORS regardless of value.

No individual Job Order may exceed One Million Dollars (\$1,000,000.00).

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

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

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

ARTICLE 2 – SCOPE OF SERVICES

CONTRACTOR will provide for COUNTY all labor, materials and equipment necessary to complete the work identified in individual Job Orders awarded to CONTRACTOR under this Contract. The scope of work under this Contract is more fully set forth in **Exhibit A – Scope of Work (1 Page)**, incorporated into this Contract. All work will be done per specifications called for in Job Orders, **General Conditions, Exhibit B (14 Pages), Special Conditions – Multiple Award Job Order Contract, Exhibit C (18 Pages)**, and other documents incorporated into this Contract, all made a part hereof.

ARTICLE 3 – COMPENSATION AND PAYMENT

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

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

For the period of record retention required under Article 23, COUNTY reserves the right to question any payment made under this article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the 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

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

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

4.1 Minimum Scope and Limits of Insurance:

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

4.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.

4.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.

4.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.

Note: The Workers' Compensation requirement will not apply to a CONTRACTOR that is exempt under A.R.S. § 23-901, and when such CONTRACTOR executes the appropriate COUNTY Sole Proprietor or Independent CONTRACTOR waiver form.

4.1.4 Builder's Risk Insurance does does not apply to this contract, but need not be provided unless required for a particular job order. If Builders Risk Insurance applies to a particular job order, then the CONTRACTOR shall be required to maintain throughout the course of construction Builder's Risk Insurance in a dollar amount equal to the full insurable value of the work under the job order, which shall include "All Risk" coverage. Pima County shall be named as a "Loss Payee". CONTRACTOR shall be responsible for equipment, materials, and supplies until completion of the project and acceptance by Pima County.

4.2 **Additional Insurance Requirements:**

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

4.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include COUNTY, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONTRACTOR.

4.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONTRACTOR.

4.2.3 Primary Insurance Endorsement: The CONTRACTOR'S policies will stipulate that the insurance afforded the CONTRACTOR will be primary and that any insurance carried by the Department, its agents, officials, employees or COUNTY will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

4.2.4 Insurance provided by the CONTRACTOR will not limit the CONTRACTOR'S liability assumed under the indemnification provisions of this Contract.

4.3 **Notice of Cancellation:**

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

4.4 **Verification of Coverage:**

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

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

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

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

4.5 **Approval and Modifications:**

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.

ARTICLE 5 – INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR indemnifies and holds harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of CONTRACTOR, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this 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 must be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this 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 Contract. 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 Contract, 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 a SUBCONTRACTOR and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this 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.

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 will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 11 – AMERICANS WITH DISABILITIES ACT

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

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 COUNTY in either its sovereign or contractual capacity,

- (iii) Acts of another contractor in the performance of a Contract with COUNTY,
- (iv) Fires,
- (v) Floods,
- (vi) Epidemics,
- (vii) Quarantine restrictions,
- (viii) Strikes,
- (ix) Freight embargoes,
- (x) Unusually severe weather, or
- (xi) Delays of SUBCONTRACTORS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the SUBCONTRACTORS or suppliers; and

2. CONTRACTOR, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.

- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONTRACTOR'S onsite project manager, facsimile transmission, or under the Notices clause of this 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 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 by CONTRACTORS under this Contract will be in writing and will be served by delivery or by certified mail upon the other party as follows:

COUNTY:

- Project Manager>
- <Requesting Department>
- <Building Location>
- <Address>
- <City, State Zip>
- <Tel: (XXX) XXX-XXXX>
- <Fax: (XXX) XXX-XXXX>

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

ARTICLE 19 - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this 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. 196071 – Job Order Master Agreement: Well Installation, Development, and Repair Services, EXHIBIT “A” – SCOPE OF WORK, BID SCHEDULE, BONDS (BID, PAYMENT, AND PERFORMANCE BONDS), EXHIBIT “B” - GENERAL CONDITIONS, SPECIAL CONDITIONS – MULTIPLE AWARD JOB ORDER CONTRACT, SMAPLE JOB ORDER FORM, AND THE SUBCONTRACTOR SELECTION PLAN, ADDENDA, and on information provided in the CONTRACTOR'S response to this Solicitation, Job Orders and Modifications thereto, and all drawings and specifications referenced in this contract or included in such Job Orders as may be issued under this Contract. 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 take precedence in the following order:
- a) This Contract
 - b) Special Conditions – Multiple Award Job Order Contract
 - c) General Conditions
 - d) Job Orders
 - e) Technical Specifications
 - f) Contractor's Response to the Solicitation

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

ARTICLE 21 - BONDING REQUIREMENTS

CONTRACTOR will file payment and performance bonds with COUNTY, as required by A.R.S. § 34-608, no later than the time of agreement on the price (or Guaranteed Maximum Price) for any construction under this Contract. Bonds will be submitted on an annual basis for the full value of all construction reasonably anticipated during the contract year or may be provided on a job-order by job-order basis; in the latter case, CONTRACTOR will anticipate additional job orders and provide bonds in reasonable increments. At no time will the cumulative value of the bonds be less than the total value of the construction performed by CONTRACTOR under this Contract, including job orders awarded to CONTRACTOR but not yet completed. If bonds are secured on a job-order by job-order basis, the Contracting Department will obtain the appropriate bonds from CONTRACTOR upon issuance of a Job Order and release of the Delivery Order.

ARTICLE 22 - OWNERSHIP OF DOCUMENTS

All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by CONTRACTOR under this Contract vest in and

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

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.

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 (1) week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

The Parties will continue performance of their respective obligations under this 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 CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. CONTRACTOR will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

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

ARTICLE 29 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this 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.

ARTICLE 30 – FEDERAL FUNDING

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

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

ARTICLE 31 – 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

MASTER AGREEMENT COMMITMENT LETTER



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

<Date>

<Address>

Dear <Name>

Enclosed is your copy of Job Order Master Agreement No. <#> for <Subject Matter>.

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

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

Signed

Date

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

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES

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

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____
_____ for:

JOB ORDER CONTRACT FOR Pima County Regional Wastewater Reclamation Dept – Treatment Division

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

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

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

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

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

Principal

By: _____

Surety

By: _____

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES

KNOW ALL MEN BY THESE PRESENTS THAT: _____
(hereinafter "Principal"), as Principal, and _____
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with
its principal office in the City of _____, holding a certificate of authority to transact surety business
in Arizona issued by the Director of 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 amount of
_____, for the payment
whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ for:

JOB ORDER CONTRACT FOR Pima County Regional Wastewater Reclamation Dept – Treatment Division

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

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

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

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

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

Principal

By: _____

Surety

By: _____

APPENDIX “A” - SCOPE OF WORK

This is an indefinite quantity job order contract under which the Contractor will provide all labor, materials, management, supervision, services, and coordination required to provide a full range of construction services, all such work to be requested by the COUNTY from time to time by issuance of an individual job order for each individual project. Services are for the Pima County Regional Wastewater Reclamation Department.

General Scope: Scope of work will include construction, improvement and maintenance of new and existing County owned structures, and facilities.

The scope includes all possible repairs, replacements, upgrades, rehabilitation, enhancements, and expansions that may be expected at a large wastewater treatment facility and pump stations. Work will include confined space entry and work around raw wastewater. Treatment facilities also utilize numerous hazardous chemicals and contain hazardous environments that all contractors, plant personnel and workers must be aware of.

END APPENDIX “A” – SCOPE OF WORK

**APPENDIX "B" GENERAL CONDITIONS
(15 Pages)**

ARTICLE 1 – DEFINITIONS

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

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

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

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

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

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

Contract: The written Agreement between County and Contractor covering the performance of the work and the furnishing of labor, equipment, and materials in the construction of the work.

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

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

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

Director: The Pima County Department Director, an assistant or other representative duly authorized by a Department Director to act on their behalf.

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

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

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

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

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

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

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

The Work: All of the work specified in the Contract.

ARTICLE 2 – RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES

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

ARTICLE 3 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- a. Laws to be Observed -- Contractor is presumed to be familiar with and at all times will observe and comply with all Federal and State laws and local ordinances, worker's compensation, occupational disease, and unemployment compensation laws together with the payment of all premiums and taxes therefor, also all laws, ordinances, and regulations in any manner affecting the conduct of the work and will indemnify and hold harmless County and its representatives against any claim arising from the violations of such laws, bylaws, ordinances or regulations, whether by Contractor or by Contractor's employees.
- b. Permits and Licenses -- County will procure all County building permits, and sewer connection fees. Contractor will post required permits on site and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor will procure and pay for all other permits, fees, and applications for water, gas, electric and other utilities.
- c. Sanitary Provisions -- Contractor will provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements and regulations of the Arizona Department of Health Services or other authorities having jurisdiction therein.
- d. Public Convenience and Safety -- Contractor will have due regard for the public health and will conduct the work in such a manner as to provide and insure the safety and convenience of the public.

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

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

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

- f. Use of Explosives -- Prohibited
- g. Preservation and Restoration of Property -- Contractor will be responsible for the preservation of all public and private property on the surface or underground, along and adjacent to the work and will conduct its

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

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

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

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

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

ARTICLE 4 – ACCIDENTS

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

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

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

ARTICLE 5 – PIMA COUNTY BUILDING CODES

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

ARTICLE 6 – LIQUIDATED DAMAGES FOR DELAY

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

ARTICLE 7 – EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

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

ARTICLE 8 – DETAIL DRAWINGS AND INSTRUCTIONS

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

ARTICLE 9 – COPIES OF DRAWINGS FURNISHED

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

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

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

ARTICLE 10 – ORDER OF COMPLETION

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

ARTICLE 11 – CONSTRUCTION DOCUMENTS ON THE JOB SITE

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

ARTICLE 12 – OWNERSHIP OF DRAWINGS

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

ARTICLE 13 – CONTRACTOR'S UNDERSTANDING

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

ARTICLE 14 – MATERIALS, APPLIANCES, EMPLOYEES

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

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

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

ARTICLE 15 – ROYALTIES AND PATENTS

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

ARTICLE 16 – SURVEYS, PERMITS, AND REGULATIONS

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

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

ARTICLE 17 – PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 18 – INSPECTION OF WORK

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

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

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

ARTICLE 19 – SUPERINTENDENCE - SUPERVISION

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

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

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

ARTICLE 20 – CHANGES IN THE WORK

County, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. Change orders must be approved by the Director of the administering department, as required by the Pima County Procurement Code, before the work under the change commences. All such work will be executed under the conditions of the original Contract. Claims for extension of time caused thereby will be made per the provisions of Article 23 "Delays and extension of time".

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

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

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

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

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

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

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

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

ARTICLE 21 – CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK

If Contractor claims that any additional instructions by drawings or otherwise involve extra cost under this Contract, it will give County written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property. The procedure will then be as provided for in Article 20 "Changes in the work". No such claim will be valid unless so made.

ARTICLE 22 – DEDUCTIONS FOR UNCORRECTED WORK

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

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

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

ARTICLE 23 – DELAYS AND EXTENSION OF TIME

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

Claims for extension of time must be submitted in writing to County for review and approval. The completion date will be extended, if necessary, by the approved number of calendar days. Approval of time extension for delays noted in the first paragraph of this Article will be granted only based on the verification of a daily log maintained by the superintendent at the job site. The daily log must segregate and document each individual delay occurrence, and then separately track the job costs attributable to changes in the work noted in Article 20. Failure to maintain the daily logs in the manner described above will result in County's denial of the claim for time extension.

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

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

ARTICLE 24 – SUSPENSION OF WORK

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

ARTICLE 25 – COUNTY'S RIGHT TO DO WORK

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

ARTICLE 26 – COUNTY'S RIGHT TO TERMINATE CONTRACT

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

ARTICLE 27 – REMOVAL OF EQUIPMENT

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

ARTICLE 28 – USE OF COMPLETED PORTIONS

County has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired, but such taking possession and use is not an acceptance of any work not completed in accordance with the Bid documents. If

such prior use increases the cost of or delays the work, Contractor will be entitled to such extra compensation, or extension of time, or both, as County may determine.

ARTICLE 29 – PAYMENTS WITHHELD

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

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

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

ARTICLE 30 – WARRANTY

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

ARTICLE 31 – LIENS

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

ARTICLE 32 – RIGHTS OF VARIOUS INTERESTS

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

ARTICLE 33 – SEPARATE CONTRACTS

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

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

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

ARTICLE 34 – DIRECTOR'S STATUS

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

ARTICLE 35 – CLAIMS AND DISPUTES

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

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

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

ARTICLE 36 – CLEANING UP

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

ARTICLE 37 – FIRE PREVENTION AND PROTECTION REQUIREMENTS FOR CONSTRUCTION PROJECT

(a) PURPOSE:

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

(b) SCOPE:

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

(c) CONTRACTOR REQUIREMENTS:

1. Make a survey of the suitability and effectiveness of existing fire control facilities, measures and devices.
2. Arrange for, provide and install a sufficient number of portable fire extinguishers suitable for work operations in accordance with the requirements of the National Fire Protection Association and local agencies having jurisdiction.
3. Fire extinguisher and devices will be inspected, serviced and maintained in accordance with manufacturer's instructions.

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

21. Wood sawdust and shavings and wood rubbish will not be allowed to accumulate on project site.
22. Adequate precautions will be taken to protect extensive formwork and scaffolding from exposure to and spread of fire.
23. Moveable heating devices, when used, will have safe clearances at bottom, top, and sides from combustible materials. Use of salamanders is generally prohibited; exceptions may be granted when use is considered essential.
24. Regularly scheduled inspections will be made by Contractor's authorized personnel to assure compliance with these and other jurisdictional requirements. Contractor's supervisory personnel will be instructed in their duties concerning safe fire protection practices.

ARTICLE 38 – ARCHAEOLOGICAL FEATURES

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

ARTICLE 39 – PRODUCT AND MATERIAL DATA SAFETY SHEETS

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

ARTICLE 40 – SECURITY CHECK

At the discretion of County, upon request by the County, contractor will provide a fully completed Pima County Adult Detention Center Cleared Corrections Visitation (CCV) Request or Pima County Superior Court- Clearance Request for Visitor, for all personnel who will be working in buildings or locations that are the property of Pima County Government, so that a background check may be run on each individual. This includes the general contractor and all sub-contractors or others working within the buildings or locations.

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

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

Anyone with a background history of a class 1 felony, theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or who has any felony charge pending or

who has any outstanding warrants of any type, including misdemeanor, traffic or felony warrants, will be denied permission to work.

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

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

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

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

ARTICLE 41 – HAZARDOUS MATERIALS/ HAZARDOUS WASTES / HAZARDOUS SUBSTANCES ABATEMENT

Should Contractor uncover, or otherwise become aware of the presence of any Hazardous Materials, Hazardous Wastes or Hazardous Substances during the construction of this project, notice will be served immediately to the County Project Manager, and all work surrounding said materials or substances will be ceased until directed to proceed. Construction delays due to Hazardous Materials, Hazardous Wastes or Hazardous Substances abatement may occur.

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

If this contract already employs the services of a Hazardous Materials contractor, the cost to abate any such additional materials will be added to the contract as Additional Services, in accordance with the provisions of Article 21, and time extensions granted in accordance with the provisions of Article 23.

ARTICLE 42 – WASTE DISPOSAL FACILITIES

Contractor will legally dispose of all construction debris in appropriate County operated waste disposal facilities and pay any applicable fees. In the case of conflicts with the provisions of the Contract Specifications, this provision applies.

ARTICLE 43 – AS-BUILT DRAWINGS

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

ARTICLE 44 – EXISTING CONDITIONS

Contractor will, before the conditions are disturbed, give immediate (within 8 hours) verbal notice to the onsite Construction Manager or onsite County representative to be followed up by written notice within twenty-four (24) hours of initial discovery to the Construction Manager and County of subsurface or latent physical conditions at the site which differ materially from those indicated in this contract or unknown physical conditions at the site, of an

unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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

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

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

ARTICLE 45 – IDENTIFICATION OF ASSETS AND ATTRIBUTES

Contractor will provide Asset and Attribute information required for County's Computerized Maintenance Management System (CMMS) in the format shown in Exhibit 4. A County representative will provide a list of expected assets for each JOC prior to pricing to ensure the County's expectations are met. A digital photo of each asset and a photo of its associated data plate is to be turned in electronically to the County Project Manager.

End of General Conditions

APPENDIX “C” SPECIAL CONDITIONS MULTIPLE AWARD JOB ORDER CONTRACT

ARTICLE 1 – OVERVIEW AND DEFINITIONS

1.1 Overview of Job Order Contracting Arrangement

This Contract establishes an indefinite delivery, indefinite quantity, job order contract for such construction services within the scope of this contract as COUNTY may request from time to time by issuance of an individual Job Order for each Project. The expectation under this contract is that Job Orders generally will not include Design Services. Where Design Services are necessary, COUNTY will provide them under separate contract. COUNTY reserves the right to include Design Services under a Job Order, if required. There will be multiple Projects and multiple Job Orders.

The amount COUNTY will pay for the Project under each Job Order is the Contract Price in the Job Order. The Contract Price includes the Contract Price for the Work (Construction) and the Contract Price for Design Services included in the Job Order, if any. The Contract Price may be either a fixed, lump sum price or a Guaranteed Maximum Price.

- (a) The Contract Price for each Job Order will not exceed \$1,000,000.00, including any Change Orders. Therefore, to allow for Change Orders, the maximum initial amount of each Job Order will normally not exceed \$950,000.00. The expectation for this contract is that the majority of Job Orders will be in the \$50,000.00 to \$400,000.00 range, with the bulk of the Job Orders approximating \$150,000.00. COUNTY may select a Contractor for the award of a Job Order Contract for a Project expected to cost less than \$150,000 based on availability or such other criteria as COUNTY may determine at its sole discretion. The selection of the contractor for award of a Job Order Contract for a Project valued at \$150,000.00 or greater will be based on the responses to a simplified request for quotation covering either cost or cost and schedule from ALL Job Order Contractors. COUNTY reserves the right to compete Job Orders estimated at lesser amounts at its discretion.
- (b) All Federally Funded Job Orders must be competed among all CONTRACTORS regardless of value.
- (c) There is no limit on the number of Job Orders that COUNTY may issue to Contractor during any twelve (12) month term of this Contract or during the entire period this Contract is in effect.
- (d) CONTRACTOR may not refuse any Job Order under this Contract properly issued by COUNTY, unless CONTRACTOR can legitimately claim the scope of work is poorly defined, hazardous to health or safety, or outside the bounds of the intended use of this Contract.

COUNTY has the right to perform work of the types included in this Contract itself or to have other contractors perform such work. In addition, as to any Job Order, COUNTY may elect to have Design Services provided by COUNTY’s internal Design Professionals or by independent Design Professionals. Such action by COUNTY is not a breach or violation of the Contract Documents.

1.2 Definitions

The following terms have the following meanings when used in the Contract Documents. Other terms may be defined elsewhere in the Contract Documents. Terms not defined in the Contract Documents have their ordinary

meaning within the usage of the trade. The presence or absence of initial capitals does not indicate a change in meaning.

“Alternatives Analysis” means assessment of alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets County requirements.

“Contract Price” means the price to be paid for the Work (and for Design Services, if any) as specified in the Job Order. The Contract Price may be either a fixed price or a Guaranteed Maximum Price.

“Contract Time” means the time for performance of the Work under a Job Order as specified in the Job Order commencing with the Start Date and ending with Final Completion Date set forth in the Job Order, as modified.

“Construction” means the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair or routine maintenance of existing facilities, structures, buildings or real property.

“Construction Contingency” – when a GMP Contract Price is used, means that portion of the Cost of the Work reserved for circumstances not completely predictable or foreseeable. Examples of costs to be paid from this contingency include but are not limited to those that result from: (1) detail resolution (i.e., minor items required to complete a detail that may not have been perfectly clear in the design documents; (2) unanticipated utility coordination by CONTRACTOR or a subcontractor at any tier; (3) purchasing, estimating and scheduling difficulties (e.g., a change in local labor or materials market conditions that were unknown at the time of GMP; items that were missed in the estimate during final development of the GMP, but which are required expressly or by necessary implication of the Contract Documents for project completion; (4) the re-procurement of the services of a subcontractor at any tier due to termination for any reason (except legal costs which are unallowable). The Construction Contingency is not intended to fund additional scope or to fund additional cost of allowances beyond the dollar values included in the GMP as agreed to by CONTRACTOR and COUNTY. COUNTY’s written approval is required prior to the use of the Construction Contingency, and COUNTY will not unreasonably withhold or delay such approval.

“Construction Fee” when a GMP Contract Price is used, means the CONTRACTOR’s fee for managing or performing the Construction phase of the project. It is negotiated at the time of the Pre-Construction Services and included in the Guaranteed Maximum Price (GMP).

“Cost of the Work” means the allowable costs necessarily incurred in the proper performance of the Work. (See Article 5.2)

“Critical Path Method (CPM)” is a scheduling technique which identifies the logical sequence of the activities occurring in a construction project, the anticipated time required to complete each activity in the project, and the activities that must be completed on schedule to finish the project within the anticipated time. Typically, activities are arrayed in a network that shows both activities and their dependencies. CPM is also used as a management technique which enables contracting parties to predict when activities may occur so that resources can be effectively used and limitations can be identified.

“Critical Path” means that sequence of dependent activities in a project that will take the longest time to complete. Any delay in the completion of any of these activities may extend the Substantial Completion date.

“General Conditions Costs” when utilizing a GMP Contract Price, includes, but is not limited to, the following types of costs during construction: payroll costs for project manager or construction manager for Work conducted at the site; payroll costs for the superintendent and full-time general foremen; payroll costs for other management personnel resident and working on the site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); administrative office personnel; costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; utilities, fuel, sanitary facilities and telephone services at the site; costs of liability insurance premiums not included in labor burdens for direct labor costs; costs of bond premiums; costs of contractors not in the direct employ of the CONTRACTOR or Subcontractors; and fees for licenses.

“Day” means calendar day unless specifically provided otherwise or required by law.

“Design Consultation” means the performance under a Job Order requiring such services of alternatives analysis, cost or schedule estimating, value engineering, constructability or other design reviews or consultation involving significant effort in excess of that normally associated with preconstruction services, in the review of a third-party design prepared by a COUNTY-provided design professional.

“Design Professional (DP)” means, as to a Job Order, the person, if any, who will perform Design Services relating to the Work under the Job Order and who is designated as the Design Professional in the Job Order.

“Design Services” means professional architect services and/or professional engineer services that are within the scope of architectural practice or engineering practice, respectively, as provided in Arizona Revised Statutes Title 32, Chapter 1. Design Services includes preparation of the Drawings and Specifications for the Work under a Job Order and, as and when requested, advice and assistance during performance of the Work under a Job Order.

“Drawings and Specifications” means, as to a Job Order, the drawings and specifications, if any, attached to the Job Order and specifications included in the Contract Documents. The Drawings and Specifications set forth the requirements for construction of the Project under a Job Order. Where there are no drawings and specifications for the Work prepared by a Design Professional, COUNTY will deliver to the Contractor red-line drawings and/or a written description of the Work and, in each such case, the red-line drawings –or the written description will constitute the drawings for the Work for that Job Order for all purposes of the Contract Documents.

“Final Completion Date” means, as to a Job Order, the date by which Contractor will have completed all Work under a Job Order, including, without limitation, all deficiency, correction and incomplete items (Punch List).

“Guaranteed Maximum Price” or **“GMP”** means the sum of the maximum Cost of the Work; the Construction Fee; General Conditions Costs and taxes.

“GMP Plans and Specifications” means the plans and specifications upon which the Guaranteed Maximum Price proposal is based.

“Job Order” means the document for a Project executed by COUNTY under this Contract, as it may be modified by all Change Orders, if any, relating to the Project under the Job Order.

“Line Item” means individual elements of work identified on a bid or other schedule and associated with a price or a unit price and quantity particular to that individual element of work. It also refers to individual items of work within a schedule of values.

“Minor Change” means a change in the Work having no impact on cost or time or COUNTY’s approved design intent, as determined by COUNTY.

“Notice to Proceed” means written notice given by County to Contractor fixing the date on which Contractor will start to perform the Work under that Job Order. The start date will be the Start Date stated in the Job Order.

“Open Book” means, as to any GMP-based Job Order, that COUNTY may attend any and all meetings or discussions pertaining to the project, including bid openings, and has access to all books, invoices, accounts, memoranda, correspondence, and written communications or records of any kind pertaining to the project. For the purposes of this definition, “written” includes storage in electronic format.

“Preconstruction Services” means advice and assistance by Contractor to COUNTY (i) in determining whether to do a Project, (ii) in formulating a Project, (iii) in preparing the scope of the work and the list of tasks and other information to be included in a Job Order, (iv) in calculating the Contract Price and Contract Time for a Job Order, and (v) in drafting a Job Order. Preconstruction Services does not include the Work (Construction) under the Job Order or Design Services, even if Contractor provides the Design Services.

“Project” means each project of COUNTY as to which some or all of the work is to be performed under a Job Order.

“Qualifications/Proposals Documents” means the Solicitation for Qualifications issued by COUNTY for this Job Order Contract, all Addenda thereto, and all information and documents submitted by Contractor relating thereto including, without limitation, Contractor’s submission of formal sealed qualifications, and also including, without limitation, the subcontractor management plan submitted by Contractor. It also includes all other qualifications/proposals documents; i.e. all documents and materials delivered by COUNTY to Contractor in connection with Contractor’s submission of qualifications and submission of a proposal for the contract.

“Sales Taxes” - Sales taxes include all sales, use, excise, consumer, franchise, and other taxes which are legally enacted when negotiations of the Contract Price were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

“Schedule of Values (SOV)” means a spreadsheet with estimated costs organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the CONTRACTOR’s construction phase fee. The supporting documents for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information consists of the request for bids, bids received, and clarification assumptions used for the particular bid item listed on the schedule of values, if applicable. The SOV may be output from the Project Schedule if the Project Schedule is cost-loaded.

“Start Date” means, as to a Job Order, the date specified in the Notice to Proceed for that Job Order for Contractor to begin the Work.

“Subcontractor” means a subcontractor of the Contractor for any of the Work included in a Job Order or any subcontractor at any tier of such a subcontractor.

“Substantial Completion” means when the Work, or an agreed upon portion of the Work, is sufficiently complete so that COUNTY can occupy and use the Project or a portion thereof for its intended purposes. The conditions of Substantial Completion that apply to a specific Job Order will be listed in the Notice to Proceed Letter for that Job Order.

“Supplier” means a person providing materials, supplies or equipment to be included in the Work to Contractor or any Subcontractor.

“Technical Specifications” means the general provisions and the detailed specifications prescribed by COUNTY and describing the materials and performance required for each individual Job Order.

“Work” and **“Work (Construction)”** mean all labor, materials, supplies, tools, equipment, transportation, site cleanup, storage and disposal of construction debris, supervision, management, overhead and profit, bonds, insurance, licenses and permits, taxes, intellectual property royalty and license fees, all other activities and items required to perform the Work under a Job Order as described in the Scope of Work in the Job Order. Work does not include Design Services or Preconstruction Services in connection with a Job Order.

ARTICLE 2 – JOB ORDER DEVELOPMENT

During the term of this Contract, COUNTY will identify specific Projects and COUNTY will issue an individual Job Order to Contractor for each Project. The steps for development of a Job Order will generally be the following:

(a) When COUNTY identifies a need for performance of a Project under a Job Order, COUNTY will notify Contractor and also advise Contractor of the nature of the Work to be done. At the same time, COUNTY will advise Contractor whether Design Services will be needed as part of the Job Order. Within two (2) working days of receipt of this notification, Contractor will:

- (i) Visit the proposed site of the Project in the company of COUNTY; and,
- (ii) Arrange with COUNTY to further define the scope of the needed Project.

Contractor will thoroughly acquaint itself with all available information concerning the conditions of the Work under each Job Order and is responsible for correctly and fully estimating the difficulty of performing the Work, the actions required to perform the Work and the cost of successfully performing the Work under each Job Order.

(b) COUNTY or Contractor, as determined by COUNTY, will arrange for any needed Design Services to produce the Drawings and Specifications with a copy to COUNTY and a copy to Contractor. If Contractor provides Design Services, Contractor will not commence Design Services until COUNTY approves the scope and description of Design Services. The Drawings and Specifications developed by Contractor's Design Services are subject to approval by COUNTY. The price for Design Services by Contractor will be as provided in **ARTICLE 4** below. If there are no Design Services, COUNTY will develop Drawings and Specifications consisting of a line drawing and a written description of the contemplated Work.

(c) Upon establishment of the scope of the needed Project, Contractor will prepare its proposal for accomplishment of the Project under either a fixed price or a GMP.

ARTICLE 3 – JOB ORDER CONTENT

Although specific Job Orders will vary, the content of Job Orders under this contract will generally be as follows:

- (a) The description of the Scope of the Work;
- (b) The schedule of the work;
- (c) The address of the work;
- (d) The Contract Price for Work (Construction) included in the Project;
- (e) The Contract Price of Design Services arranged by Contractor (if any), including the name of the firm or person that will perform any Design Services for the Project;
- (f) The total Contract Price for the Job Order;
- (g) The name of the Contractor Representative for the Project;
- (h) The Drawings and Specifications;
 - (i) If any Shop Drawings, Product Data and/or Samples are required for the Job Order, the date for delivery of each required item;

- (j) A statement of which, if any, of the following are required: Preconstruction Conference, Weekly Progress Meetings, Field Office, Storage Enclosure, Materials and Equipment Handling Facility, Submittals, Shop Drawings, Product Data, Equipment List, Samples, Project Manual, Schedule of Values, Construction Progress Schedule, Narrative Reports, Progress Report, Progress Charts, Progress Photographs, Materials Status Report, Construction Diagram, Construction Status Report, Operation and Maintenance Data, Operating Maintenance Instructions and Parts List, and As-Built Drawings.

Each Job Order will be interpreted to include all items reasonably necessary to complete the Project under that Job Order as described in the Scope of the Work in that Job Order. All Work must be performed in a professional manner and all materials used will be new and of the highest quality and of the type best adapted to their purpose, unless otherwise specified. The Notice to Proceed, and the start date established therein, are an integral part of the Job Order the same as if set forth therein.

ARTICLE 4 – JOB ORDER NEGOTIATION

4.1 General

The parties may agree to structure any Job Order on either a fixed-price or GMP basis, depending upon the magnitude, complexity and duration of the underlying project. If the parties are unable to agree on the structure of a Job Order, then the Job Order will be structured on a GMP basis.

4.2 Fixed Price Job Orders

Fixed price Job Orders are appropriate for projects of short duration or small value and COUNTY expects generally to limit their application to such projects. The fixed price will be lump sum, inclusive of all direct and indirect costs, including design services (if any), pre-construction services, overhead, taxes, fees, permits, bonds and insurance, and all other costs necessary to complete the work. Fixed price proposals will be submitted in a format acceptable to County and be accompanied by a description of the elements of the work, including materials and labor, that are included within the fixed price, and the price allocated to each. The Contract Price for that Job Order will be the lump sum price. Any costs above the lump sum price not attributable to County-directed changes in the scope of work or unforeseen conditions, will be the responsibility of CONTRACTOR.

4.3 Guaranteed Maximum Price Job Orders

GMP-based Job Orders are appropriate and necessary for projects of significant magnitude, complexity or duration. GMP proposals will be submitted in a format equivalent or similar to the enclosed GMP proposal form, **Exhibit “1”** to these **Special Conditions**, accompanied by a schedule of construction allowance items and elements of work setting forth the various portions of the work and the portions of the GMP allocated to each, a statement of the assumptions upon which the GMP is based, and identification of the GMP plans and specifications.

CONTRACTOR guarantees to deliver the completed project within the GMP. GMP savings resulting from a lower actual project cost than anticipated by CONTRACTOR remaining at the end of the project will revert to COUNTY. Any costs above the GMP not attributable to County-directed changes in the scope of work or unforeseen conditions, will be the responsibility of CONTRACTOR.

CONTRACTOR will allow County “open book” pricing throughout the term of the job order and for the period of audit availability.

4.4 Preconstruction Services

CONTRACTOR will perform Preconstruction Services in connection with each Job Order at its own cost and expense.

4.5 Design Consultation Services

On occasion, CONTRACTOR may be required to provide services to assist in the development of the project design by a County-provided design professional. Required services may include (but are not limited to) constructability reviews, materials recommendations, alternatives analysis, development of cost and schedule estimates and tradeoffs, and similar services. Such services may be compensated on a fee basis under the Job Order as “Design Consultation Services” and will not be included in the GMP for construction.

4.6 Design Services (if any)

CONTRACTOR may be required to provide professional services such as engineering design, survey, and/or inspection services (i.e. geotechnical, electrical, mechanical, materials, etc.) on either a self-performed or sub-contracted basis. When these services are required, the individual(s) performing the work must be properly registered in the State of Arizona in the appropriate field of expertise to provide the professional services required.

COUNTY reserves the right to approve the selection of professional services sub-contractors.

COUNTY may also require CONTRACTOR to provide sealed design documents and as-built drawings.

If CONTRACTOR is providing design services, the proposal must be supported by documentation to establish that adequate planning, engineering and design work will be performed to satisfy the requirements of the project. The proposal will include the proposal from the design professional to perform the design work, including a schedule, not to exceed cost plus fixed fee breakdown by task, hourly rates by discipline, and proposed number of hours per discipline per task. Any markups on subcontracted design work will not exceed 5% of the subcontract cost.

CONTRACTOR will submit its proposal for individual projects within ten (10) days of COUNTY’s request, unless an earlier or later time is agreed. CONTRACTOR’s Contract Price proposal will remain valid for thirty (30) days after the date of submission to COUNTY.

COUNTY will review CONTRACTOR’s Contract Price Proposal and may either accept the Contract Price or negotiate modifications to the proposal until such time as the parties reach agreement on the Contract Price.

ARTICLE 5 – DEVELOPMENT OF GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

5.1 General

The GMP Proposal for the entire Work (or portions thereof) will be presented in a format acceptable to the County, and will include the clarifications or assumptions upon which the GMP Proposal is based.

The cost items within the GMP are cumulative except for the Construction Contingency. The amount of Construction Contingency for each GMP agreement will be negotiated separately and will reflect CONTRACTOR’s level of risk from that point in the project forward.

5.2 Cost of the Work

The term “Cost of the Work” is defined as a sum of money equal to the total of Contractor’s allowable costs necessarily incurred in connection with the proper performance of all the Work. Such costs will be at rates not higher than the standard paid in the locality of the Work, except with the prior written consent of COUNTY.

(a) Allowable Costs:

- (1) Wages paid for labor in the direct employ of Contractor in the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon in advance by COUNTY and Contractor.

- (2) Salaries of Contractor's personnel when stationed at the field office, in whatever capacity employed. Personnel engaged, at shops or on the road, in expediting the production or transportation of materials or equipment, are considered as stationed at the field office and their salaries paid for that portion of their time spent on this Work. Salaries of Contractor's personnel while involved in shop drawing review and processing are included whether such personnel are stationed in the field office or main office.
- (3) Cost of contributions, assessments or taxes incurred during the performance of the Work for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries, or other remuneration to employees of Contractor and included in the Cost of the Work under subparagraphs (1) and (2) above, subject to the limitations set forth in the Contract.
- (4) The portion of reasonable travel and subsistence expenses of Contractor or of its officers or employees incurred while traveling in discharge of duties connected with the Work, subject to the prior approval of the COUNTY.
- (5) Payments made by Contractor to Subcontractors for Work performed pursuant to subcontracts under this Contract; provided, however that the costs of claims of Subcontractors will not be paid as a Cost of the Work, except with the prior written approval of the COUNTY.
- (6) Cost of all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof. Costs of suitable, off-site storage with the prior written approval of the COUNTY.
- (7) Sales, use or similar taxes related to the Work and for which Contractor is liable imposed by any governmental authority,
- (8) Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by Contractor's employees and used in self-performed work. Title to all equipment and materials will pass to the COUNTY upon payment therefor, and Contractor will prepare and execute all documents necessary to effect and perfect such transfer of title.
- (9) Rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the Site of Work for self-performed work, whether rented from Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof, at rental charges consistent with those prevailing in the area.
- (10) Cost of removal of all debris.
- (11) Costs incurred to provide site safety, including all Traffic Control. Costs incurred due to an emergency affecting the safety of persons and property; however, to the extent any cost referred to in this paragraph is incurred by reason of the negligence or other fault of Contractor or any Subcontractor or sub-subcontractor or is reimbursable by insurance or otherwise, then such costs will be excluded from the Cost of the Work.
- (12) Cost of premiums for all bonds which Contractor is required by the Contract to purchase and maintain or which COUNTY has the right to require Contractor to purchase and maintain, including bonds for Subcontractors as required by COUNTY or Contractor with COUNTY's prior approval.
- (13) That portion of insurance premiums that are directly attributable to this Contract.
- (14) Fees and assessments for the building permit and for other permits, licenses and inspections for which Contractor is required by the Contract to pay.

- (15) All reasonable costs and expenditures necessary for the operation of the site office such as stationary supplies, blueprinting, furniture, fixtures, office equipment and field computer services, provided that quantity and rates are subject to COUNTY's prior approval.
- (16) Cost of reprographics with prior written approval of COUNTY.
- (17) Communication expenses such as local and long distance line charges (equipment installation provided by COUNTY at no charge to Contractor), cellular phone usage, personal data assistant (PDA) usage, express messenger service, and similar petty cash items in connection with the Work.
- (18) Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by COUNTY.

(b) Unallowable Cost Items

The Cost of the Work will not include costs such as, but not limited to, the following:

- (1) Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work
- (2) Costs due to the negligence of Contractor, or any Subcontractor, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to the correction of defective or nonconforming Work, disposal of materials and equipment wrongly supplied, or making good any damage to property.
- (3) Costs, if any, in excess of the Contract Price as set forth in the Contract.
- (4) Cost of preconstruction services.
- (5) Legal expenses incurred in prosecuting or defending claims in mediation or litigation (including without limitation, legal expenses incurred pursuant to indemnifying COUNTY and other Covered Parties).
- (6) Cost of any gift, bonus, severance pay, payments to discretionary profit sharing plans, allowance for home office overhead, or payroll processing charges paid to or associated with payments to Contractor's or Subcontractor's employees.
- (7) All moving costs associated with the relocation of Contractor's personnel for the purpose of staffing the Project, except as approved by COUNTY in writing in advance.
- (8) Cost of performing warranty Work provided under this Contract.
- (9) Costs excluded from the Cost of the Work under any other express provision of the Contract.

(c) Cash Discounts

All cash discounts accrue to the Cost of Work. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment accrue to the Cost of the Work, and Contractor will make provisions to secure same.

ARTICLE 6 – JOB ORDER MANAGEMENT

6.1 Planning, Scheduling, Monitoring

Planning, scheduling and progress monitoring are essential functions of Contractor. If required by the Job Order, then within ten (10) days after the issuance of the Job Order, Contractor will prepare and submit to COUNTY a Schedule of Values allocating the Contract Price among the various portions of the Work for purposes of progress payments. The format of the Schedule of Values will be as specified by COUNTY. In addition, if required by the Job Order, Contractor will submit a CPM-based Construction Schedule that Contractor will maintain and update for the duration of the project.

(a) Project Management

Contractor will employ and supply a sufficient force of workers, material and equipment, and will prosecute the Work under each Job Order with such diligence as to maintain a steady rate of progress or, if there is a Construction Progress Schedule, the rate of progress indicated on the Construction Progress Schedule, to prevent work stoppage, and to ensure completion of the Project under each Job Order within the Contract Time.

(b) Daily Log

Contractor will maintain a Daily Log of construction activities using a form approved by COUNTY. Contractor will include in the log all significant issues or problems affecting progress and completion of any Job Order.

If required in a Job Order, Contractor will provide copies of the entries in the Daily Log to COUNTY no later than the morning of the next business day. The Daily Log does not constitute written notice to COUNTY when such notice is required by the Contract.

(c) Progress Schedule and Float

If Contractor submits an original or updated schedule which shows the Work under a Job Order or individual milestone(s) completing earlier than required by the adjusted Final Completion Date in the Job Order, the differences between the forecasted early completion and the required Final Completion Date will be considered Project-owned float available for use by both COUNTY and Contractor.

6.2 Reporting

(a) Monthly Reporting

If required by the Job Order, on the last business day of each calendar month, Contractor will deliver to COUNTY a Monthly Narrative Report. The Report will include a description of all current, issued, and in process Job Orders, the status of each and anticipated problem areas, delaying factors and their impact, and an explanation of corrective action(s) taken or proposed.

The Report will include for each job order the Start Date, the Final Completion Date, and, for Job Orders with more than sixty (60) days between such dates, either (A) the current Progress Schedule for the Project, or (B) the date by which Contractor is to submit a proposed Progress Schedule for approval by COUNTY.

If the Project under any Job Order is behind schedule in any month, the Contractor's Narrative Report will indicate precisely what measures it will take in the next thirty (30) days to put the Work back on schedule.

If requested by COUNTY, Contractor will meet with COUNTY to review the monthly Update Report and to discuss any issues.

(b) Contractor Responsibility

To the extent required in the Job Order for the Project, CONTRACTOR will be responsible to prepare, submit and maintain the daily log, CPM schedules and Narrative Reports indicated above, and failure to do so may be considered a material breach of this Contract. Any additional or unanticipated cost or expense required to maintain logs, schedules reports will be solely CONTRACTOR's obligation and will not be charged to COUNTY.

ARTICLE 7 – CHANGES AND CHANGED CONDITIONS

7.1 Owner Directed Changes in the Scope of Work

By written directive at any time, COUNTY may make any changes within the general scope of the Work under a Job Order or issue additional instructions, require additional or modified Work or direct deletion of Work. Contractor will not proceed with any change involving an increase or decrease in cost or time without prior written authorization from COUNTY in the form of a completed and executed Change Order. If Contractor proceeds with any change involving an increase or decrease in cost or time without written authorization as required by this article, Contractor hereby waives all rights or claims Contractor may have as a result of the change. COUNTY's right to make changes will not invalidate the Contract Documents or relieve Contractor of any liability. Any requirement of notice of change to the Surety will be the responsibility of Contractor.

7.2 Unforeseen Conditions

Contractor will immediately, and before such conditions are disturbed, notify COUNTY in writing of:

(a) Subsurface or latent physical conditions encountered at the site of the Work under any Job Order which differ materially from those indicated in the Contract Documents and which were not known by Contractor or could not have been discovered by careful examination and investigation of the information available at the time of issuance of a Job Order which could adversely affect the performance within the Contract Price or the Contract Time or both; or

(b) Unknown and unexpected physical conditions at the site of the Work under any Job Order of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in Work of the character provided for in the Job Order.

7.3 Significant Changes from Assumptions

For the purposes of this Article, actual events, schedules, or costs of labor, materials or components, or the costs of delivering same, that deviate substantially from those stated in the Assumptions underlying the GMP for any Job Order will be a Changed Condition for which CONTRACTOR may be entitled to an equitable adjustment to the GMP and Contract Time for that Job Order; provided, however, that the Assumption is clearly stated in the GMP and the deviation arises from causes beyond the control of CONTRACTOR and without the fault of CONTRACTOR or any Subcontractor or Supplier at any tier.

7.4 Emergencies

In an emergency affecting the safety of life, or of property or a structure, or of adjoining property, CONTRACTOR, without special instruction or authorization from COUNTY or COUNTY, is permitted to act at its discretion to prevent threatened loss or injury. Any compensation claimed by CONTRACTOR on account of such emergency work will be determined in accordance with this **ARTICLE**.

ARTICLE 8 – CONTRACTOR MARKUPS FOR CHANGES IN THE WORK

Contractor may apply markups for Construction Fee and taxes for the original scope and approved changes in the course of the Work. These markups do not apply to CONTRACTOR's preparation of the Contract Price.

- (a) CONTRACTOR will be allowed to markup actual or approved self-performed work by no more than 10%.
- (b) CONTRACTOR will be allowed to markup actual or approved subcontractor/engineering consultant costs for equipment, material, and labor (excluding subcontractor overhead and profit) by no more than 5%.

- (c) CONTRACTOR will be allowed to markup the cost for change order work for payment and performance bonds utilizing the same percentage used on the initial GMP.
- (d) CONTRACTOR will be allowed to markup the cost for change order work for all insurance, utilizing the same percentage used on the initial GMP.
- (e) Contractor cannot charge additional General Conditions to a change order that does not extend the construction time as given in the original GMP.

ARTICLE 9 – DELAYS AND TIME EXTENSIONS

9.1 Excusable Delay

If Contractor is delayed at any time in the progress of the Work under any Job Order by:

- (a) any act or neglect of COUNTY, including any Design Services or separate contractor engaged by COUNTY; or
- (b) by Owner direct changes or unforeseen conditions in the Work under a Job Order; or
- (c) by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, adverse soil conditions, unavoidable casualties; or
- (d) delays or stoppage of work specifically authorized by COUNTY; or
- (e) by causes beyond Contractor's control, avoidance, and mitigation, and without any fault or negligence of Contractor or of any Design Services provided by Contractor, any Subcontractor, Sub-subcontractor or Supplier at any tier,

then the Contract Time for the Work under the Job Order will be extended by Change Order for such reasonable time as COUNTY may determine that such event has delayed the Critical Path of the Work under the Job Order, provided that Contractor has complied with the notice and documentation requirements set forth below. Contractor will pay any additional fees or costs incurred by COUNTY, if any, as a result of delays caused by Contractor for circumstances not excused as provided herein.

9.2 Demonstration of Delay

COUNTY will grant no time extensions nor pay delay damages unless the delay can be clearly demonstrated by Contractor on the basis of the updated Critical Path Schedule, and the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of the Work or other reasonable means.

9.3 Application of Float

Since float time within the schedule is jointly owned, COUNTY will grant no time extensions nor pay delay damages until a delay occurs which extends the work beyond the adjusted Final Completion Date. COUNTY-caused delays on the Project may be offset by COUNTY-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to the Contractor, etc.). In such an event, Contractor will not be entitled to receive a time extension or delay damages until all COUNTY-caused time savings are exceeded and the Final Completion Date or milestone date is also exceeded

ARTICLE 10 – NOTICE OF CLAIM FOR CHANGED CONDITIONS OR DELAY

10.1 Notice Required

Contractor will make the initial notice of any changed condition or delay in the work in writing to COUNTY immediately but in no event later than five (5) days after discovery of the event giving rise to the change or delay. Then, Contractor will provide additional details of the event giving rise to the change or delay in writing to COUNTY within seven (7) days from the start of the change or delay. Failure to meet these time requirements will absolutely bar any and all later claims.

The detailed notice will describe the change condition and indicate the anticipated length of the delay, the probable effect of such delay upon the progress and cost of the Work under the Job Order, and potential mitigation plans.

10.2 County Investigation

COUNTY will within ten (10) days, or such other reasonable time as necessary, investigate the conditions discovered. If COUNTY finds that conditions are so materially different as to support an equitable adjustment in the Contract Price or the Contract Time, this will be done by written Change Order. If COUNTY determines that no Change Order will be issued, and Contractor concurs, Contractor will continue with the Work with no change in the Contract Price or the Contract Time. If COUNTY determines that no Change Order will be issued or that a Change Order will be issued but Contractor does not concur in the proposed Change Order, the matter will be resolved under **ARTICLE 22 DISPUTES** of the Contract

10.3 Continuing Cause for Delay – Notice

If the cause of the change condition or delay is continuing, Contractor must give written notice monthly to COUNTY. If there is a Narrative Report, Contractor will include the written notice in the monthly Narrative Report.

Within fifteen (15) days after the elimination of any change condition or delay, Contractor will submit further documentation of the change or delay and, if applicable a formal written request covering the cost of the change and/or an extension of time. The written request for a cost increase or time extension will state the cause of the change or delay, the amount and or number of days extension requested and, if there is a Progress Schedule for the Project, provide a fully documented analysis of the Progress Schedule, including any other data to demonstrate a delay in the critical path of the Work or individual milestone or the overall project completion. If Contractor does not comply with the notice and documentation requirements set forth above, County will reject the claim.

ARTICLE 11 – FULL SETTLEMENT

If COUNTY approves a written Change Order for any claim presented in accordance with **ARTICLES 7, 9 or 10** above, it will be in full and final settlement of all claims for direct, indirect, delay, disruption, inefficiency and any other consequential costs related to items covered or affected, as well as time extensions. Any such claim not presented by Contractor for inclusion in the Change Order is irrevocably waived.

ARTICLE 12 – SUSPENSION OF WORK

COUNTY may, at any time and without cause, order Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as COUNTY may determine to be appropriate for its convenience. COUNTY will make equitable adjustment for any increase in the Contract Time necessarily caused by such suspension or delay by written Change Order.

ARTICLE 13 – RIGHT TO STOP WORK

If Contractor fails to correct defective Work relating to one or more Job Orders as required or fails to carry out the Work under one or more Job Orders in accordance with the Contract Documents, COUNTY by written notice may order Contractor to stop the Work or any portion of the Work under one or more or all Job Orders, until the cause for the order has been eliminated to the satisfaction of COUNTY.

COUNTY may stop Work without written notice for up to twenty-four (24) hours whenever such action is necessary or advisable to ensure conformity with the Contract Documents. Contractor will not be entitled to an adjustment in the Contract Price or Contract Time under this subsection. The right of COUNTY to stop the Work will not give rise to a duty on the part of COUNTY to exercise this right for the benefit of the Contractor or others.

ARTICLE 14 – PERFORMANCE MEASUREMENT

14.1 Performance Assessment

Promptly after final completion of the Work under each Job Order, COUNTY will complete a written evaluation of CONTRACTOR's performance of the Work. The evaluation will consist of completion by COUNTY of the Performance Quality Evaluation Form attached as **EXHIBIT "E"**.

14.2 Feedback

COUNTY will share the completed Performance Evaluation with CONTRACTOR as a means of providing feedback regarding CONTRACTOR's cost, schedule and quality performance. CONTRACTOR may submit additional information, comment, recommendations or rebuttal for association with the Performance Evaluation.

14.3 Comparative Assessment

COUNTY will compare CONTRACTOR's costs, schedule and quality performance of Job Orders under this Contract periodically to the performance of other like-situated Contractors. COUNTY will share the results of these comparisons with CONTRACTOR.

CONTRACTOR understands that these assessments will necessarily involve significant subjectivity. CONTRACTOR agrees to this process and agrees further that the application of subjectivity in these assessments will not form the basis for any claim or cause of action of any form whatsoever.

14.4 Consideration in Renewal

CONTRACTOR's record of cost, schedule and quality performance and comparative assessments will be significant considerations in COUNTY's determination whether to renew this Contract. CONTRACTOR agrees that any determination by COUNTY not to renew this Contract based on performance will be at COUNTY's sole discretion.

ARTICLE 15 – SUBCONTRACTORS

15.1 Subcontractor List

Promptly after execution of this Contract and prior to commencing work on the first Job Order under this Contract, CONTRACTOR will deliver to COUNTY a list of Subcontractors in the major trade areas that CONTRACTOR proposes to use for Work under Job Orders. CONTRACTOR may add to this list from time to time, with the approval of COUNTY. Contractor will not use a Subcontractor for Work under a Job Order in a major trade area unless the Subcontractor is on the list or an addition to the list delivered to COUNTY.

15.2 Subcontractor Selection

CONTRACTOR will select Subcontractors in accordance with the Subcontract Plan incorporated into this Contract.

15.3 Subcontracts

(a) CONTRACTOR will deliver to each Subcontractor and will cause each Subcontractor to deliver to each sub-subcontractor a copy of this Contract and the General Conditions and all other Contract Documents relating to the Work of the Subcontractor or sub-subcontractor. Contractor will include in its contract with each Subcontractor all provisions of the Contract Documents required by the Contract Documents to be included in those contracts and will cause its Subcontractors to include the same provisions in their contracts with their sub-subcontractors at all tiers.

(b) Each Subcontract, or other Agreement, with any subcontractor for any job order will include the address or location of the work.

(c) CONTRACTOR will be responsible for insuring that the work of its subcontractors is performed within the guidelines established herein, in a timely manner, and will not adversely impact the overall Job Order schedule.

15.4 Assignment Upon Termination

Contractor hereby assigns to COUNTY (and its assigns) all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by Contractor for performance of any part of the Work under each Job Order, which assignment will be effective upon termination of the Contract by COUNTY and only as to those subcontracts and purchase orders which COUNTY assumes in writing. All subcontracts and purchase orders will provide that they are freely assignable by Contractor to COUNTY and its assigns. Such assignment is part of the consideration to COUNTY for entering into the Contract with Contractor and may not be withdrawn prior to final completion of the Work under each Job Order.

ARTICLE 16 – INSPECTION OF COVERED MATERIAL

Any Work required to be inspected by COUNTY prior to being covered, which is covered without prior inspection or without prior consent of COUNTY, must be uncovered and recovered by Contractor, if requested by COUNTY, at no cost to COUNTY, notwithstanding the provisions of the following subsection.

If any portion of the Work, other than those portions required to be inspected by COUNTY prior to being covered, has been covered over, COUNTY may request that it be uncovered for observation. If such portion is found to be in accordance with the requirements of the Contract Documents, the cost of uncovering it will be charged to COUNTY as a Change Order. If such portion is found not to be in accordance with the requirements of the Contract Documents, Contractor will bear such costs.

Contractor will notify COUNTY by email or fax at least twenty-four (24) hours prior to the time at which the COUNTY must be present to perform an inspection. Failure to provide such notice will place Contractor at risk for all consequences of non-inspection and having to uncover work.

ARTICLE 17 – PRODUCT SAMPLES, TESTS, AND CERTIFICATES

17.1 General

Contractor will furnish Product Samples of all items requested or required by the Specifications, if any. Product Samples will be properly identified and submitted with such promptness as to cause no delay in Work or in the work of any other Contractor and to allow time for consideration by the DP, if any.

17.2 Form of Submission

(a) Each Product Sample must be accompanied by a letter of transmittal containing the following information:

- (i) Date of Submission
- (ii) Name of Project
- (iii) Location of Project
- (iv) Branch of Work (Specification Section Number)
- (v) Project Number
- (vi) Name of Submitting Contractor
- (vii) Name of Subcontractor

(b) Contractor will furnish to COUNTY a certificate guaranteeing that material or equipment submitted complies with the Contract Documents. If a certificate originates with the manufacturer, Contractor will endorse it and submit it to COUNTY together with a statement of compliance in its own name.

17.3 Testing

(a) After delivery of materials, COUNTY may make or arrange for such tests as it deems necessary, with samples required for such tests being furnished by and at the cost of Contractor. Any test is for the benefit of COUNTY and will not relieve Contractor of the responsibility for providing quality control measures to assure that Work strictly complies with the Contract Documents. No test will be construed as implying acceptance of materials, work, workmanship, equipment, accessories or any other item or thing.

(b) No tests, inspections or approvals performed or given by COUNTY or others acting for COUNTY or any agency of Federal, State or Local government nor any acts or omissions by COUNTY or the DP, if any, or COUNTY in administering the Contract will relieve the Contractor from its duty to perform the Work in accordance with the Contract Documents and applicable law.

(c) On the basis of the test results, materials, workmanship, equipment or accessories may be rejected even though general approval has been given. If items have been incorporated in Work, COUNTY has the right to cause their removal and replacement by items meeting Contract Documents requirements or to demand and secure appropriate reparation to COUNTY from Contractor.

17.4 Return of Samples

Unless the DP, or COUNTY is authorized at the time of submittal to return samples at Contractor's expense, rejected samples will be destroyed.

ARTICLE 18 – TERMINATION FOR CAUSE

As provided in ARTICLE 15 of the Contract

ARTICLE 19 - TERMINATION FOR CONVENIENCE OF THE COUNTY

As provided in ARTICLE 16 of the Contract

ARTICLE 20 – DESIGN SERVICES BY CONTRACTOR

20.1 Applicability

This Article 20 applies only to design services provided by an employee, agent or independent contractor of Contractor.

20.2 Contractor Responsibility

(a) Contractor is responsible to COUNTY for and indemnifies COUNTY from and against all claims, demands, losses, damages, costs and expenses (including, without limitation, COUNTY's reasonable attorney's fees and litigation expenses) to the extent arising or resulting from failure by the Design Professional to exercise the level of care ordinarily exercised by an architect or engineer, as applicable, in the Tucson, Arizona, metropolitan area under similar circumstances, including, without limitation, any such failure relating to adequacy, fitness, completeness, suitability or correctness of the Drawings and Specifications. This responsibility and indemnity of Contractor to COUNTY includes, among other items:

(i) Costs and expenses of any corrective work, inefficient extra work or rework and the premium paid for any omitted work as a Change Order instead of as part of the original Contract Price of a Job Order sustained by

COUNTY due to errors or omissions in the Drawings and Specifications arising from any failure by the DP to meet the standard of care set forth immediately above; and

(ii) Recognizing that the Drawings and Specifications may be relied upon by third parties involved in the Work under the Job Order (including, without limitation, Subcontractors, Sub-subcontractors and Suppliers) third-party claims, demands, losses, damages, costs and expenses (including, without limitation, COUNTY's reasonable attorney's fees and litigation expenses) arising from any failure by the DP to meet the standard of care set forth immediately above.

(b) Contractor acknowledges and agrees that approval by COUNTY in no way relieves Contractor nor the Design Professional of responsibility for the Drawings and Specifications. Contractor, the DP and COUNTY will cooperate in the resolution of any disagreements or disputes relating to the Drawings and Specifications or the other activities and obligations of the Design Professional so as to minimize any detrimental impact upon the Work under the Job Order. However, such cooperation is not a waiver of any rights that any of COUNTY, Contractor and the DP have as to the others of them. Any disagreements or disputes between Contractor and COUNTY relating to the Drawings and Specifications or other activities and obligations of the DP will be resolved as provided in ARTICLE 22 **DISPUTES** of the Contract.

(c) All Drawings and Specifications prepared by the DP and required to bear the seal of the DP will bear the seal of the DP.

(d) Neither Contractor nor the DP will engage, contract with or use the services of any special consultant relating to the Design Services, without obtaining the prior approval of COUNTY. The Contractor will submit to COUNTY for its approval a written description of the scope of services to be provided by any such special consultant, with the latter's acknowledgment thereof. No provision of the Contract Documents and no approval by COUNTY of the scope of services to be provided by any special consultant will be construed as an agreement between COUNTY and any special consultant or in any way affect the responsibilities of Contractor hereunder, and, unless otherwise agreed to in writing by COUNTY, the fees of any special consultants retained by the DP will be deemed covered by the Contract Price for Design Services in the Job Order.

(e) All services, travel and supplies necessary or useful to DP and any special consultant relating to a Job Order are included in the Contract Price for Design Services in the Job Order and will not be separately reimbursable unless specifically identified and approved by COUNTY in writing in advance of being incurred.

(f) If the DP is not an employee of Contractor but is an agent or independent contractor of Contractor, then Contractor will have a written agreement with the DP containing at a minimum the provisions of this **Article 20** and may have additional provisions that do not affect or impair this **Article 20**. The written contract between Contractor and DP will obligate the DP to perform all Design Services relating to the Job Order and also such reasonable advisory and consulting services as may be requested by COUNTY in connection with the Job Order and as are contemplated by the Contract and these General Conditions.

20.3 Site Access

Regardless whether the DP for a Job Order is provided by Contractor or COUNTY, the DP will have such access to the site of the Work under a Job Order as the DP determines to be appropriate in order to perform the Design Services and the other services for which the DP is obligated. COUNTY will have access to the site of the Work under a Job Order as COUNTY determines to be appropriate in order to perform oversight services for COUNTY. COUNTY will visit the site as determined by COUNTY to be appropriate in order to advise COUNTY as to the quality and progress of construction as provided in these General Conditions. Contractor and COUNTY will cooperate with the DP and COUNTY in all respects with regard to their performing their functions, including attending meetings as requested.

20.4 Professional Errors and Omissions Insurance

If Design Services for a Job Order are provided by a Design Professional that is an employee, agent or independent contractor of Contractor, the Design Professional will be covered by and/or maintain professional liability or errors and omissions insurance with minimum limits of \$1,000,000 (each claim and/or each wrongful act and/or each loss) and an unimpaired aggregate limit of \$1,000,000 with respect to the Contract. Retroactive Liability Date (if applicable to Claims Made coverage) will be the same as the effective date of the Contract. The policy will cover professional misconduct and will include one of the following types of professional liability policy for errors and omissions, as applicable:

Architects/Engineers Professional
Other (Specify profession)

The policy will contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

END EXHIBIT "C" SPECIAL CONDITIONS JOB ORDER CONTRACT

Exhibit “1” TO APPENDIX “C”

SUBMITTAL REQUIREMENTS FOR THE GMP

GMP proposal(s) submittals; at least one original copy for review, additional copies may be requested by the County.

Table of Contents:

1. Scope of Work
2. Summary of the GMP
3. Schedule of Values – summary spreadsheet and backup documents
4. List of Plans and Specifications used for GMP Proposal
5. List of clarification and assumptions
6. Project Schedule
7. Subcontractor Selections / MBE Requirements / Utilization Form / Letter of Intent

1. Scope of work will consist of a brief description of the work to be performed by JOC Contractor and major points that the JOC Contractor and the County must be aware of pertaining to the scope.
2. A summary of the GMP with a total for each of the components of the GMP defined in Article 1, and as shown in the table below.
3. Schedule of Values - spread sheet with the estimated cost organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the JOC Contractor's construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification assumptions used for the particular bid item listed on the schedule of values, if applicable.
4. A list of the Plans and Specifications with latest issuance date including all addenda used in preparation of the GMP proposal. (Date stamped and signed by Contractor)
5. A list of the clarifications and assumptions made by the JOC Contractor in the preparation of the GMP proposal, to supplement the information contained in the documents.
6. A Critical Path Method (CPM) diagram construction schedule.
7. A summary of the Subcontractor Selections, including an MBE requirements section addressing the goals set for the project and the JOC Contractor's current status on meeting the project goals. The Utilization form and the Letter of Intent must be attached when the contractor selection has been made prior to final GMP submittal.

NOTE: The submittal package must be kept as simple as possible all on 8 ½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

**EXHIBIT 1 TO APPENDIX "C" Continued
 SAMPLE JOB ORDER QUOTATION FORM
 PAGE 1 OF 2**

COMPANY NAME: _____

LABOR ESTIMATE FORM			
TRADE	HOURS	HOURLY RATE	EXTENSION
General Foreman		\$	\$
Foreman		\$	\$
Journeyman Electrician		\$	\$
Apprentice Electrician		\$	\$
Other:			
		LABOR TOTAL	\$

MATERIALS ESTIMATE FORM			
ITEM	QUANTITY	UNIT COST	EXTENSION
Fencing			
Concrete			
Electrical Components			
Other:			
		MATERIAL SUBTOTAL	
		SALES TAX (%)	\$
		MATERIALS MARKUP (%) *	\$
		MATERIALS TOTAL	\$

CONTINUED NEXT PAGE

EXHIBIT 1 TO APPENDIX “C” Continued: SAMPLE JOB ORDER QUOTATION FORM – PAGE 2 of 2

SUBCONTRACTED TRADES (LABOR, MATERIALS & EQUIPMENT)	
	\$
SUBCONTRACTED TRADES SUBTOTAL	\$
SUBCONTRACTED TRADES SALES TAX (%)	\$
SUBCONTRACTED TRADES MARKUP (%)*	\$
SUBCONTRACTED TRADES TOTAL	\$

*Not to exceed 16%

METHOD OF APPROACH – describe means, methods and materials planned to complete the work.	
ESTIMATED TIME FOR COMPLETION FROM NOTICE TO PROCEED:	CCD’s

DO NOT SUBMIT PRICING INFORMATION WITH YOUR PROPOSAL
End EXHIBIT 1 to APPENDIX “C”

EXHIBIT “2” to APPENDIX “C”

PERFORMANCE QUALITY EVALUATION FORM

JOC EVALUATION	Job Order Number:	Date:
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INSTRUCTIONS: Please use a 1-10 rating with 10 being high and 1 being low. Your rating can be any number from the high of 10 to a low of 1. If any question is not applicable, enter “N/A” and do NOT enter a rating.

Evaluation Criteria	Rating	Units		
1. Did the Contractor respond in a timely manner to the request for a proposal for the Work under the Job Order?		1-10		
2. Did the Contractor start the Work on the Beginning Date in the Job Order?		1-10		
3. Did the Contractor keep you informed of progress on the Project and of any potential or actual problems on a regular basis?		1-10		
4. Was the construction site kept clean and orderly?		1-10		
5. Did the Contractor keep noise and disruption of user’s operations to a minimum?		1-10		
6. Was the Project completed (including, without limitation, all deficiency items and items to be completed or corrected (Punch List) by the Final Completion Date in the Job Order as extended by any Change Orders?		1-10		
7. Were any defects in the Work, omissions from the Work or other problems addressed in a timely manner?		1-10		
8. Were the quality and workmanship of the Work satisfactory?		1-10		
9. Were submittals and closeout documents complete and prompt?		1-10		
10. Did the contractor and others working on the project comply with the safe working conditions and environmental provisions of the contract?		1-10		
11. Did the Site Manager properly manage performance of the Work (including avoiding potential problems and solving actual problems) on this Project?		1-10		
12. Did Contractor pay subcontractors the full amount due to them promptly after payment to Contractor?		1-10		
A. Total Number of Criteria	B. Number of Criteria Marked with a “N/A”	C. Net Number of Criteria (A-B)	D. Sum of Ratings for all Criteria	E. Score D/C
12				

Evaluator: _____ Date: _____

EXHIBIT "3" to APPENDIX "C" INCOMING CONTRACTOR SAFETY & ORIENTATION BRIEFING



RWRD TREATMENT Incoming Contractor Safety & Orientation Briefing Prior to Beginning Work



Date: _____ Time: _____ Location: _____

RWRD Project Manager: _____ Office Phone: _____

Cell Phone: _____

Contract Company Name: _____

Contract Company's Supervisor: _____

Purpose: As a contractor you shall comply with the Occupational Safety and Health Act (OSHA, Public Law 91-596) and all standards of (29 CFR 1910 and 1926). The detailed provisions of this act for prevention of accidents and illnesses are directly applicable to your operations. As the Primary Contractor of this job you are also responsible for ensuring that any subcontractors you employ shall also adhere to OSHA guidelines.

FACILITY CONTACT INFORMATION: (This section is for reference purposes only, all communication regarding the project shall be directed to the RWRD Project Manager).

Treatment WR Facility where the job will be conducted: _____

Plant Manager: _____ Office Phone: _____

Cell Phone: _____

WW Operations Asst. Mgr.: _____ Office Phone: _____

Cell Phone: _____

WWTP Maintenance Asst. Mgr.: _____ Office Phone: _____

Cell Phone: _____

RWRD Operations Control Center (24/7 Operation): _____ Office Phone: 520-724-6047

Cell Phone: 520-204-2217

Covered with contractor/Initial

GENERAL INFORMATION:

Working Hours -

The normal working hours for this facility are M-F _____ a.m. to _____ p.m.

After normal working hours requires

-The permission of the RWRD Project Manager who can coordinate facility access during non-normal working hours.

Phone Usage

- Internal calls from any Pima County Shortel phone system at the Tres Rios Facility and the Sub Regional, Walker Road facilities, dial 4 and the four digit extension of the employee you are trying to reach.
- Outside calls made from any Pima County Shortel phone system, dial 9 then the seven digit number.
- Calls made from any Sub Regional Outlying WRF utilize the phone system as you would any regular phone.
- Contractor's or Sub-contractors are not authorized to place long distance phone calls from any Pima County phone.

Intercom Use (Intercom System is only available at Tres Rios WRF)

- To access the Tres Rios WRF's intercom system utilizing a Pima County Shortel Phone system, dial 88888, listen for the connection tone, dial 2 zeros, and proceed to announce your message.

Location of Restrooms

- Tres Rios WRF - Bldgs. 1, 2, 9, 16, 23, 80 and 88
- Sub Regional Walker Rd. Admin. Bldg.
- Sub Regional Outlying Facilities
 - Avra Valley WRF Admin. Bldg.
 - Corona de Tucson WRF Admin. Bldg.
 - Green Valley WRF Admin. Bldg.
 - Randolph WRF Admin. Bldg. and Lift Station
 - Mt. Lemmon WRF Main Bldg.
- For large projects, porta-johns shall be supplied by the contractor

Drinking Water

- Do not drink water** from any hose, spigots or eyewash stations.
- Only drink water from supplied bottled water sources found throughout the facilities.

Driving Speed Limits and Parking of Construction Vehicles at all Treatment Plant sites

- 15 mph
- Be watchful for the safety of pedestrians and the use of golf carts
- Construction Vehicles must park in designated parking areas, unless otherwise approved by the RWRD Project Manager.

No Drugs, Alcohol or Firearms

- The use and possession of drugs, alcohol and firearms is prohibited at all RWRD Treatment Facilities.

Safety, PPE and Security/Facility Access

Incident Reporting

- Contractor's shall utilize the contractor's incident reporting procedure and provide copies of the incident report to the RWRD Project Manager.
- Incidents of Injury and/or Illnesses that occur while conducting work at a RWRD Treatment Facility must be reported to the RWRD Project Manager immediately after the incident occurs.
- Property Losses involving Pima County property must immediately be reported to the RWRD Project Manager.
- These reports shall be provided to the RWRD Safety Officer and/or Security Manager by the RWRD Project Manager.

Calling for Emergency Services-

- 1) Call 9-911 from county phone or 911 from a private phone.
-Provide the plant location, the building number or building name, the nature of the emergency, do not hang-up until the dispatcher hangs-up.
- 2) Contact the RWRD Operations Control Center @ 520-724-6047 or 520-204-2217 and inform personnel of the emergency.
- 3) RWRD Operations Control Center will advise the appropriate Plant Management personnel of the emergency and will work closely with front office and plant personnel to direct EMS when they arrive on plant site.

Fire/Evacuation Drills

- All contractors, vendors, visitors and birdwatchers at any RWRD Treatment Division facility, shall respond to a fire evacuation or a fire evacuation drill.
- Sign-In logs at each plant site shall be used to take attendance during emergency fire evacuations and drills.
- A mandatory search for all missing personnel, visitor's, vendors, and/or contractors shall be conducted.

Evacuation Points

- All contractors and sub-contractors are required to be familiarized with the RWRD Emergency Evacuation Points where contract work is being conducted.

Eye and Face Protection

- The contractor shall ensure that contract employee use appropriate eye and/or face protection when exposed to eye or face hazards from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or potentially injurious light radiation.
- Safety glasses and/or face protection must be worn at all times when working in process industrial areas.
- The Protective eye and face protection devices utilized by the of the contractor must comply with the current ANSI Z87.1 standard.

Hearing Protection

- As required by OSHA and where signage is posted throughout the RWRD Treatment Facilities.

Respirator Policy

- As required by OSHA and by the contractor.

Hard Hats

- As required by OSHA and by the contractor.

Other PPE

- As required by OSHA and by the contractor.

General Safety

- Adhere to all plant safety signage and warning signs.
- All possible safety hazards encountered by contract employees shall be addressed to the RWRD Project Manager immediately and if possible left in a safe condition at the end of each workday.

Trenching and Shoring Requirements

- Contractor must follow all OSHA trenching and shoring requirements when conducting trenching and shoring work.

Security and Facility Access

- RWRD's site entry procedure is restricted to authorized personnel with proper Identification only. Proper ID shall include a driver's license, commercial driver's license or a passport.
- Contract employees shall be provided access to a RWRD Treatment Facility by the RWRD Project Manager and/or the Deputy Director of Treatment who coordinates with the RWRD Security Manager the issuance of security passes.
- Contract vehicles must clearly indicated the Contractor's Company's name on the outside of the vehicle or windshield.

LOCKOUT-TAGOUT **Procedures**

- Contractor's shall utilize the contractor's Lockout/Tagout Procedure.
- The Contractor's Lockout/Tagout Procedures shall be OSHA compliant.
- RWRD Treatment Lockout/Tagout Plant Procedures are available for use if needed by the Contractor.

Operating Valves, Switches or Breakers

- Contract employees, visitors or vendors shall not operate any valves, switches or breakers unless authorized to do so by Pima County RWRD personnel.
- Contract authorized personnel shall coordinate with the RWRD Project Manager prior to de-energizing equipment to be locked-out, when authorization is provided the Contractor shall install their locks and follow Lockout/Tagout Procedures.

CONFINED SPACE **Procedures**

- Contractors shall utilize the contractor's Confined Space Program
- The Contractors Confined Space Procedure shall be OSHA compliant
- RWRD Treatment Confined Space Procedures are available for use if needed by the Contractor.

SDS/MSDS & Hazard Communication Program **Chemical Usage**

- SDS/MSDS for common chemicals are available at all RWRD Treatment Plant sites and On the Pima County  [Online](#) SDS Program.
- Prior authorization must be given by the RWRD Project Manager for a chemical to be brought onto or stored at any RWRD Treatment facility.

- The Contractor shall provide an inventory of all SDS's/MSDS's for the chemicals they will be utilizing on plant site. The SDS's/MSDS's shall be provided to the RWRD Project Manager and shall be filed at the plant site where the chemical is being utilized.
- All containers must be clearly labeled.
- All large containers of chemicals need to have secondary containment.
- Oil/gas spills from equipment must be contained, reported immediately and cleaned.
- DO NOT dump any chemicals on-site or in building storm water drains.
- Prior to using or storing any chemical, and upon authorization to do so by the RWRD Project Manager, the SDS/MSDS for the chemical must be provided by the contractor.

HOUSEKEEPING

Construction Debris

- Packing materials and construction debris must be contained.
- Open process tanks/pumps can be fouled by uncontrolled materials.
- With permission from the RWRD Project Manager, plant site dumpsters may be available for use by the contractor for disposing of smaller trash quantities.
- The contractor shall supply roll-off(s) for large amount of debris (*Determined by the RWRD Project Manager*).
- Upon completion of the work performed by the contractor, the contractor shall remove all construction debris from the site and leave the area as found. This includes the removal of Fire Extinguishers brought on site and utilized by the contractor for emergency purposes or hot-work purposes.

Personal Trash Disposal

- The personal trash of contract employees must be properly disposed of by utilizing the trash can receptacles provided on plant site.

Hand Cleaning

- While working on plant site, contract employees shall clean hands often with hand sanitizer.
- Do not consume any food items without washing hands prior.

Smoking and The Use of Tobacco Products

(In accordance with P.C. Board of Supervisors Policy No. C3.18)

- Pima County shall sustain Tobacco-Free & Smoke-Free facilities, "SMOKING AND THE USE OF TOBACCO PRODUCTS IS PROHIBITED".

Additional notes:

EXHIBIT “4” to APPENDIX “C” MAXIMO ASSET ATTRIBUTE TEMPLATE

Asset Index

[ACTUATOR](#)
[ADJUSTABLE FREQUENCY DRIVE](#)
[AIR BLAST](#)
[AIR COMPRESSOR](#)
[AIR CONDITIONER](#)
[AIR HANDLER](#)
[AMMONIA PROBE](#)
[AUTOMATIC TRANSFER SWITCH](#)
[BLOWER](#)
[BOILER](#)
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[TEMPERATURE ELEMENT](#)
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[THERMAL VALVE](#)
[THREE WAY SELECTOR VALVE](#)
[TRANSFORMER](#)
[VALVE](#)

EXHIBIT 'D' SMALL BUSINESS ENTERPRISE PROVISIONS (1 PAGE)

This project is subject to the Pima County Code, Title 20, and Chapter 20.04, pertaining to participation of subcontractors. The Pima County MWBE Program has undergone substantial revisions in response to an updated disparity study accepted by the Board of Supervisors on October 7, 2008. The major changes are the creation of a race and gender neutral Small Business Enterprise Program to encourage contracting with all small businesses. A minimum goal for participation by Small Business Enterprises (SBEs) of **FIVE PERCENT (5%)** of the value of the work awarded under the contract during the current term of the contract **from <date> to <date>**. Only firms listed on the ***City of Tucson Small Business Enterprise Certified Business Directory*** are eligible to meet the SBE goal. The current list of certified SBE firms can be located on the Pima County Procurement Website, <http://www.pima.gov/procure/sbe/SBEDir.pdf>

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

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

END OF EXHIBIT 'D'