



**PIMA COUNTY**

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**PROCUREMENT**

**SOLICITATION FOR QUALIFICATIONS**

**JOB ORDER MASTER AGREEMENT  
FLOORING SERVICES**

**TUCSON, ARIZONA**

**MARCH 24, 2016**

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

**Solicitation No. 210878**

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**NOTICE OF SOLICITATION FOR QUALIFICATIONS**  
**SOLICITATION FOR QUALIFICATIONS No. 210878**  
**JOB ORDER MASTER AGREEMENT**  
**FLOORING SERVICES**

Pima County is seeking Statements of Qualifications (SOQ) for a range of Flooring Services required by the County on an as-needed basis FOR THE EXCLUSIVE USE OF THE FACILITIES MANAGEMENT DEPARTMENT (PCFM) for various County properties. In December 2015, Pima County solicited Statements of Qualifications for Flooring Services anticipating making three (3) awards to the Job Order Master Agreement. Due to a small number of responses to the solicitation, only two (2) awards were made. Pima County is now seeking Statements of Qualifications (SOQ) for one additional award to the Flooring Services Job Order Master Agreement, therefore establishing the full number of Flooring Services Job Order Contractors contemplated by the original solicitation. The intent of this solicitation is to make an award to add the third of three (3) contractors to the existing Flooring Services Job Order Master Agreement. The two existing Flooring Services job order contractors are not required to resubmit an SOQ and their awards will remain in place. The Job Order Master Agreement is awarded in an annual amount of up to \$1,500,000.00 which is shared between the three (3) contractors. Individual Job Orders shall not exceed \$100,000.00 each, unless such limit is modified via contract amendment. The initial term of this third Job Order Master Agreement (MA) shall terminate on February 15, 2017. The agreement will include four (4) optional one-year renewals. There is no guarantee that the options will be exercised.

**Project Summary:** The scope of work for each project cannot be precisely defined at this time, but the range of services may include, but is not limited to, installation of welded sheet vinyl flooring, woven broadloom carpeting, cementitious coatings, porcelain tiles, vinyl sheet goods, vinyl composition tiles, carpet tiles, broadloom carpet, and sub floor preparations. At the time that scope of work is developed, the departments will compete each job order over \$30,000 except that all projects funded with Federal funds will be competed regardless of dollar amount.

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

Flooring Contractors and any subcontractors performing work under the Job Order Master Agreement must hold proper licenses issued by the State of Arizona Registrar of Contractors to perform contracted services.

**Minimum Qualifications:**

**Product & Certification Requirement**

Each of the six Product Specifications in Exhibit 'A-1' in the attached Sample Master Agreement describes manufacturer's pre-approved "Basis of Design" product lines. Due to the existing large inventory of those product lines in county buildings, Contractors must be able to obtain and install those specific product lines directly from the manufacturer. This requirement will ensure that flooring repairs and additions throughout the county buildings can be accomplished with matching products. There is a product criteria matrix for each product specification. The successful Flooring Contractors may, at any time during the course of the contract, submit requests for alternate products, which must include the matrix showing compliance with all of those criteria. However the ability to provide the specified Basis of Design product line is a basic requirement of this contract. **Contractors must provide written certification that the Contractor and/or its installation staff hold the required manufacturers or certifying agencies' certifications for the Basis-of-Design products.** In the Minimum Qualifications section of your response, you must include these written certifications from the manufacturers or certifying agencies to support contractor and/or contractor staff certification. Contractors who do not provide said certifications may be deemed non-responsive and may not be considered for further evaluation or award.

**Selection and Award:** The County intends, but is not obligated, to make one additional award to the existing shared Job Order Master Agreement to the highest ranked firm using a one-step qualifications-based selection process as follows: SOQs will be evaluated and the highest ranked firm will be awarded a position on the Flooring Services Job Order Master Agreement as one of three job order contractors. The County does not intend to conduct interviews, but reserves the right to short-list firms and conduct interviews if determined in the best interest of the County. Any firm responding to this Request for SOQs must agree to the terms and conditions included in the Sample Contract (Attachment "2").

Due to limited subcontracting opportunities, no SBE goal is established for this project. Pima County reserves the right to reject any and all Statements of Qualification or to withhold the award for any reason.

**SUBMITTAL INFORMATION:** Download solicitation at: <http://www.pima.gov/procure/ifbrfp-dc.htm>.  
Contact Christy Bustillos at 520-724-8414 for hard copy version.  
No charge for first copy. \$25.00 for additional copies.

**SOQ DUE DATE/TIME:** **April 20, 2016 at or before 4:00 PM Local Tucson Time**  
**LOCATION:** Procurement Department, 130 W. Congress Street, 3<sup>rd</sup> Floor, Tucson, AZ

**PRE-SUBMITTAL MEETING:** **April 5, 2016, 10:00 AM Local Tucson Time**  
**LOCATION:** Procurement Department, 130 W. Congress Street, 3<sup>rd</sup> Floor, Tucson, AZ

**DIRECT QUESTIONS IN WRITING TO:** Keith E. Rogers, Commodity / Contracts Officer  
Fax: 520-770-4012 / E-mail: [keith.roges@pima.gov](mailto:keith.roges@pima.gov)

**PUBLISH: The Daily Territorial:** **March 24, 25, and 28, 29, 2016**

*s/Keith E. Rogers*  
Keith E. Rogers, CPPB  
Commodity / Contracts Officer

## **GENERAL INFORMATION**

1. **SCOPE OF SERVICES:** Pima County is seeking Statements of Qualifications (SOQs) from qualified firms for the establishment of a Job Order Master Agreement (MA) for Flooring Services.

The successful firms or individuals awarded the Job Order Master Agreement will provide all labor, materials, management, supervision, services, and coordination required to provide a full range of flooring services, for all such work as requested by the County from time to time by issuance of an individual job order for each individual project. The successful firm or individual shall provide and maintain a current list of installation supervisor(s) and installers with their telephone numbers proposed for use throughout the term of the Contract. This list should also identify their certifications, per the Minimum Qualifications paragraph of this solicitation, along with the number of years of experience each has in installing the following flooring materials:

- Porcelain tiles
- Vinyl sheet goods
- Vinyl composition tiles
- Carpet tiles
- Broadloom carpet
- Rolled rubber base
- Sub-floor preparation

**The successful firm or individuals awarded the Job Order Master Agreement shall be required to adhere to the following response times:**

- Request for Quotations = 3 working days
- Emergency repair to any type of flooring material = 4 hours
- Normal repair to any type of flooring material = 24 hours
- Punch list items shall normally be completed within 5 working days of notification

A complete description of the Contractor's required professional services for the project, including compensation and payment are detailed in the attached Sample Master Agreement, including **Exhibit 'A' Scope of Services and Exhibit 'A-1' Product Specifications**.

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

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

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

3. **JOB ORDER MASTER AGREEMENT:** The resulting contract(s) will be indefinite quantity Job Order Master Agreement for Flooring Services on an as-needed basis FOR THE EXCLUSIVE USE OF THE FACILITIES MANAGEMENT DEPARTMENT (PCFM). The department will compete each job order over \$30,000, except that all projects funded with Federal funds will be competed regardless of dollar amount.

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

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

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

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

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

Keith E. Rogers – Commodity/Contracts Officer  
Pima County Procurement Department, Design & Construction Division  
130 W. Congress, 3<sup>rd</sup> Floor  
Mail Stop DT-AB3-126  
Tucson, AZ 85701  
[keith.rogers@pima.gov](mailto:keith.rogers@pima.gov) or Fax (520) 770-4012

7. **CLARIFICATIONS / ADDENDA:** Any clarifications or interpretations of this Statement for Qualifications (SFQ) that materially affect or change the scope or intent will be issued via addenda and posted by the County on the County's web site (<http://www.co.pima.az.us/procure/ifbrfp-dc.htm>). Oral statements or clarifications not in writing shall be non-binding and without legal effect. The County will make an

effort to notify respondents of the posting of addenda; however, it cannot guarantee that every potential respondent will be notified each time. Therefore, **it is the responsibility of all respondents to check the website periodically for addenda and to obtain this information in a timely manner.** Failure to include acknowledgment of all addenda may be cause for rejection of the SOQ. **No oral interpretations shall be made as to the meaning of any of the SFQ documents, or be effective to modify any of the provisions of the SFQ documents. Oral interpretations of the SFQ documents are not binding on the County.**

8. **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its SOQ in response to this SFQ, respondent acknowledges and accepts the evaluation process, the established criteria and associated point values, and that determination of the “most qualified” firm will require subjective judgments by the County.
9. **PRE-SUBMITAL CONFERENCE:** The date and time of a pre-submittal conference, if applicable, is indicated on the Notice of Solicitation for Qualifications page of this document.
10. **SUBMISSION OF QUALIFICATIONS:** The County will receive SOQs at the date, time and location described on the Notice of Solicitation for Qualifications page of this document.
11. **SUBMITTAL:** Respondents shall submit one (1) hardcopy original, three (3) hardcopies, and one (1) electronic copy of their Statement of Qualifications as further described in the Required Submittal Information and Evaluation Criteria Section of this document. The hardcopy originals shall be delivered in a sealed envelope and clearly marked with the Firm Name, Name and Number of the SFQ, Due Date, and Time addressed to: Pima County Procurement Department, Design & Construction Division, Attn: Ana Wilber, Commodity/Contracts Officer, 130 W. Congress Street, 3rd Floor, Tucson, AZ 85701.

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

12. **SUBMISSION INSTRUCTIONS:** The Submission will consist of 2 parts, each in a separate sealed envelope as follows:
  - A. **Part “1” Questionnaire:** This solicitation includes a questionnaire on pages 11-15. This questionnaire must be completed, signed, and one (1) hardcopy original, three (3) hardcopies, and one electronic copy shall be submitted in a sealed envelope labeled as instructed on the questionnaire. Failure to use or complete the provided forms in this section may result in rejection. **“Questionnaire” is available for download in a Microsoft Word format from <http://www.pima.gov/procure/ifbrfp-dc.htm>** Use of this form is at respondent’s discretion. Should changes be made to this exhibit by addendum, respondent is responsible for incorporating changes into their response.
  - B. **Part “2” Subcontracting Plan:** In this envelope, respondents shall submit to the same address **one original (marked as ‘original’), three (3) copies and one (1) electronic copy** of a subcontracting plan as described on Page 16. The subcontracting plan shall bear a cover sheet with the name and address of the firm submitting the plan and shall be captioned as “Subcontracting Selection Plan Submitted in Response to Pima County Solicitation No. 210878- Job Order Master Agreement: FLOORING SERVICES”. **One original coversheet must be signed by the person signing the proposal.**

Label the envelope; **“SOLICITATION No. 210878, JOB ORDER MASTER AGREEMENT FLOORING SERVICES.”**

13. **CONTRACTOR SELECTION PROCESS:**
  - A. The evaluation of the SOQs shall be based on the requirements described in this SFQ and pursuant to A.R.S. §34-604. All properly submitted responsive SOQs will be evaluated, and ranked according

to the stated selection criteria and relative weight of the selection criteria by the selection committee. SOQs shall not include any information regarding respondent's fees, pricing, person-hours or other cost information.

- B. A "Consultant Selection Committee" will be comprised of Representatives of Pima County Facilities Management and an outside Contractor. A Contracts Officer from the Pima County Procurement Department, Design & Construction Division will act as the non-scoring Chair of the selection committee. This committee will evaluate submissions and determine the highest ranked firm for recommendation for award.
- C. The County does not intend to conduct interviews, but reserves the right to short-list firms and conduct interviews if determined in the best interest of the County.
- D. The Department will make an award recommendation to the Board of Supervisors based on the evaluation scores and a successful fee negotiation for services. The recommendation will be emailed to each participating firm prior to the Board of Supervisors agenda date for award. Selection of Contractors shall be at the discretion of the County and the County reserves the right to reject any or all SOQ's.
- E. The rights and obligations provided for in the Agreement shall become effective and binding upon the parties only with its formal execution by the COUNTY. Selection of CONTRACTOR(s) shall be at the discretion of the COUNTY and the COUNTY reserves the right to reject any or all qualification statements.
- F. The respondents to whom Awards are made will be required to execute a Letter of Commitment and return it to the Pima County Procurement Department, Design and Construction Division, within ten (10) days after receipt of the Notice of Award. Failure or neglect to do so may result in rejection of the respondent's proposal.
- G. Once a contract is awarded, individual Job Orders will be competed on price or price and schedule if they are expected to be over \$30,000. Job Orders less than \$30,000 may be assigned to one of the contractors in the appropriate category or may be competed. Any job that is funded by federal monies, regardless of amount, will be competed. Individual Job Orders shall not exceed \$100,000.00 each.
- H. Contractor shall file payment and performance bonds with COUNTY, as required by A.R.S. §§ 34-610 and 611 as amended by Laws 2005, ch. 162, HB2579, no later than the time of agreement on the price (or Guaranteed Maximum Price) for any construction under this contract. Bonds may be submitted on an annual basis for the full value of all construction reasonably anticipated during the contract year or may be provided on a job-order by job-order basis; in the latter case, CONTRACTOR may anticipate additional job orders and provide bonds in reasonable increments sufficient to cover multiple anticipated job orders. At no time shall the cumulative value of the bonds be less than the total value of the construction performed by CONTRACTOR under this Contract, including job orders awarded to CONTRACTOR but not yet completed.

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

Pre-Submittal Meeting:	April 5, 2016 at 10:00 a.m.
Statements of Qualifications (SOQ) due:	April 20, 2016 at 4:00 p.m.
Notice of Recommendation for Award:	April/May 2016
Award by Pima County:	May/June 2016

15. **COUNTY'S RESERVATION OF RIGHTS:** The County may evaluate the SOQs based on the anticipated completion of all or any portion of the Project. The County reserves the right to divide the Project into multiple parts, to reject any and all SOQs and re-solicit for new SOQs, or to reject any and all proposals and temporarily or permanently abandon the SFQ. County makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this SFQ for any project and no such representation is intended or should be construed by the issuance of this SFQ.

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

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

The County Board of Supervisors reserves the right to reject the SOQ of any persons or corporations who have previously defaulted on any contract with Pima County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in Pima County Code Chapter 11.28 and 11.32.

22. **PROTESTS:** The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> without regard to whether individual notices were issued. It is the responsibility of bidders and offerors to check the website.
23. **PIMA COUNTY ONESTOP SYSTEM:** Pima County One Stop often has professional and administrative staff, managers, and experienced construction supervisors and workers available for immediate hire. Call (520) 243-6700 or contact One Stop at <http://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=18397>

**End of General Information**

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## **REQUIRED SUBMITTAL INFORMATION AND EVALUATION CRITERIA**

Information shall be submitted by respondents using the Part “1” Questionnaire form included in the next section of this SFQ (pages 11-15).

Respondents are to complete and submit one (1) original, three (3) copies, and one (1) electronic copy in a sealed envelope labeled & addressed as follows:

SOLICITATION No. 210878, JOB ORDER MASTER AGREEMENT FLOORING SERVICES and delivered to:

Pima County Procurement Department, Design & Construction Division  
Attn: Keith E. Rogers - Commodity/Contracts Officer  
130 W. Congress Street, 3<sup>rd</sup> Floor  
Tucson, AZ 85701

One original (marked as ‘original’), three (3) copies and one (1) electronic copy of the Part “2” Subcontracting Selection Plan (Page 16) shall be submitted to the same address in a separate envelope with the caption:

**SOLICITATION No. 210878, JOB ORDER MASTER AGREEMENT FLOORING SERVICES  
SUBCONTRACTING PLAN**

### **EVALUATION CRITERIA:**

#### **Part 1- Questionnaire (100 Points):**

This solicitation includes a questionnaire on pages 11-15 that will be evaluated and scored utilizing the following criteria and weighting for each criterion:

**Section I – Firm’s Capabilities – Maximum Points: 70 points**

- A. General (45 points)
- B. Licensing, Certifications and Specialized Training (3 points)
- C. Safety (12 points)
- D. Bonding Capacity (10 points)

**Section II – Prior Project Experience – Maximum Points: 30 points**

- A. General (6 points)
- B. Leed Experience (3 points)
- C. Flooring Services Projects (12 points)
- D. References (9 Points)

**Total Possible Points in Response to Part 1 – Questionnaire 100 points**

#### **Part 2 - Subcontractor Selection Plan (5 Points):**

A.R.S. § 34-604 C.2.(e) i. states that subcontractor selection plans must select subcontractors based on qualifications alone or on a combination of qualifications and price and **shall not** select subcontractors based on price alone. This Solicitation includes a Subcontractor Selection Plan on page 16 that will be evaluated and scored utilizing the following criteria:

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

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

**Total Possible Points to Part II – Subcontracting Plan Points: 5 Points**

**TOTAL POSSIBLE SOQ POINTS: 105 Points**

**PART "1" QUESTIONNAIRE (5 Pages)**

To submit a Statement of Qualifications, complete the following questionnaire and deliver **ONE SIGNED ORIGINAL, THREE (3) HARD COPIES**, and one electronic copy (electronic copy may be on a CD or thumb drive) in a sealed envelope to the Pima County Procurement Design and Construction Division at 130 W. Congress Street, 3<sup>rd</sup> Floor, Mail Stop DT-AB3-126, Tucson, AZ 85701 Attn: Keith E. Rogers; on or before January 7, 2015 at 4:00 p.m. local Tucson time. Additional information requested in this questionnaire, including but not limited to copies of policies, procedures, training certificates, resumes, and additional explanation, should be included as a separate section in the Statement of Qualifications and should be appropriately labeled with the section and question number of the questionnaire to which the information pertains.

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

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address (if different from mailing address): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Corporate Headquarters (City/State): \_\_\_\_\_

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

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

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

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

SOQ Submitted by (Name) \_\_\_\_\_ Title \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Company Officer Authorized to Obligate the Company

## **MINIMUM QUALIFICATIONS: PRODUCT AND CERTIFICATIONS REQUIREMENTS**

Each of the six Product Specifications in Exhibit A-1 in the attached Sample Contract describes manufacturers' pre-approved "Basis of Design" product lines. Due to the existing large inventory of those product lines in county buildings, Contractors must be able to obtain and install those specific product lines directly from the manufacturer. This requirement will ensure that flooring repairs and additions throughout the county buildings can be accomplished with matching products. There is a product criteria matrix for each product specification. The successful Flooring Contractors may, at any time during the course of the contract, submit requests for alternate products which must include the Matrix showing compliance with all of those criteria. However the ability to provide the specified Basis of Design product line is a basic requirement of this contract. **The Contractor must provide written certification that the Contractor and/or its installation staff hold the required manufacturers or certifying agencies' certifications for the Basis-of-Design products.**

In this Minimum Qualifications Section of your response, include the written certifications from the manufacturers or certifying agencies to support contractor and/or contractor installation staff certification.

Contractors not providing these certifications may be deemed non-responsive and may not be considered for further evaluation or award.

**(THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK)**

**SECTION I. FIRM EXPERIENCE – MAXIMUM POINTS: 70**

**I.A. GENERAL (45 Points Maximum):**

1. How many years has this Firm been in existence under its present ownership? (5 pts)
2. Describe your firm’s general or specialized qualifications in providing and installing the Basis-of-Design flooring materials listed in Exhibit “A-1” Product Specifications of Exhibit “A” Scope of Work of Attachment “2” Sample Contract of this solicitation. (5 pts)
3. Describe your Installation staff’s general or specialized qualifications in providing and installing the Basis-of-Design flooring materials listed in Attachment ‘1’ of Appendix ‘A’ Scope of Work of Exhibit ‘2’ Sample Contract of this solicitation. (5 pts)
4. Describe how your firm will comply with the required response times shown in this solicitation. (10 pts)
5. Describe your Warehouse Procedure for stockpiling surplus product for specific client contracts. How much cubic feet will be available for this contract? (2 pts)
6. How will your firm provide the required labor staff? (i.e. exclusive in-house labor vs. sub-contracted labor) (3 pts)
7. Describe experience with as-needed or Job-Order contracts. (3 pts)
8. Describe previous specific experience with Pima County or other government clients. (10 pts)
9. Describe if your Firm has provided services to projects that were either partially or fully funded by Federal Grant monies. Indicate your firm’s knowledge and experience with compliance to the Federal Labor Standards Act and the Davis-Bacon Act (2 pts)

**I. B. LICENSING, CERTIFICATIONS and SPECIALIZED TRAINING (3 Points Maximum):**

List a maximum of three (3) Arizona Contractor Licenses held by your Firm that are required for Flooring Installation. (3 pts)

	<u>ROC Classification No.</u>	<u>License Number</u>	<u>Required For ...</u>
1.	CR-8	_____	Floor Covering
2.	CR-48	_____	Ceramic, Plastic and Metal Tile
3.	_____	_____	_____

**I. C. SAFETY (12 Points Maximum):**

1. What is your firm’s Arizona Worker’s Comp Experience Modifier Index for the last three (3) rating years? (This is available from your insurance carrier) (3 pts)  
 2012: \_\_\_\_\_ 2013: \_\_\_\_\_ 2014: \_\_\_\_\_ Average of Three Yrs: \_\_\_\_\_
2. How many workdays has your firm logged since the last work time injury? (3 pts) \_\_\_\_\_
3. What is the longest period (in work days) that your firm has gone without a work time injury? (3 pts) \_\_\_\_\_

4. Has your firm received any “serious”, “willful”, “repeat”, or “failure to abate” OSHA violations within the last five (5) years? (If “Yes”, please attach explanation on a separate sheet) (1 pt) Yes [ ] No [ ]
5. Does your firm have a written substance policy? (If “Yes”, please attach copy) (1 pt) Yes [ ] No [ ]
6. Do you apply your substance abuse policy to your sub-contractors, or do you require your sub-contractors to develop their own written policy? Explain. (1 pt) Yes [ ] No [ ]

**I. D. BONDING CAPACITY (10 Points Maximum):**

1. Surety Company’s Name: \_\_\_\_\_
2. Agent’s Company Name: \_\_\_\_\_
3. Agent’s Name: \_\_\_\_\_
4. Agent’s Phone Number: \_\_\_\_\_
5. Your: Single Limit \_\_\_\_\_ Aggregate Limit \_\_\_\_\_ (4 Pts.)
6. Attach a letter of bondability from the Surety listed above (1 Pt.)
7. Have any payments been made out on your surety bonds in the last three (3) most recent years? (If you answered yes, attach a separate sheet with an explanation) (2 Pts.) Yes [ ] No [ ]
8. Describe your firm’s ability to provide the required payment and performance bonds in a timely manner. Include time required to deliver bonding to PCFM once a proposal is accepted and prior to the issuance of a Delivery Order (DO) and Notice to Proceed. (3 Pts.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION II. PRIOR PROJECT EXPERIENCE – MAXIMUM POINTS: 30**

**II. A. GENERAL (6 Points Maximum):**

Answer the following questions regarding the number of projects your form has completed within the past three (3) years.

1. Total Value of Projects Completed (3 pts)
2. Annual %-age of Commercial Projects \_\_\_\_\_ % vs. Residential (including multi-tenant facilities) Projects \_\_\_\_\_ % (3 pts)

**II.B. LEED EXPERIENCE: (3 Points Maximum):**

Describe your firm’s experience with LEED-certified projects and/or LEED practices adopted by your firm. (3 pts)

**II.C. FLOORING SERVICES PROJECT DESCRIPTIONS (12 Points):**

Provide a brief description of three (3) relevant projects your firm has completed in the last three years – photos may be included. For each project include:

- Name of project

- Owner and Owner’s Representative including telephone contact information
- Date of work to include start and completion date
- Contract value

A total of three (3) pages maximum is allowed for Project Descriptions. One of the projects described should be an Emergency or “short-notice” response to the client’s needs. Work with the six Basis of Design products should be demonstrated in some combination through the project examples submitted.

**II.D. REFERENCES** (9 Pts. Maximum):

List THREE (3) references that can verify satisfactory performance on Flooring Services Projects completed within the past three (3) years.

NAME	ADDRESS	TELEPHONE	FAX	PROJECT DESCRIPTION

Respondents shall provide the CONTRACTOR PERFORMANCE INQUIRY form on pages 17 and 18 to their three reference firms provided above. **The reference firms shall fax the CONTRACTOR PERFORMANCE INQUIRY directly to the Pima County Procurement Department no later than close of business April 19.**

**End of Part 1 - Questionnaire**



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**ATTACHMENT "1" CONTRACTOR PERFORMANCE INQUIRY (2 Pages)**



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

**PROPOSING FIRM NAME:** \_\_\_\_\_

**FOR: SOLICITATION No. 210878, JOB ORDER MASTER AGREEMENT FLOORING SERVICES**

PIMA COUNTY, ARIZONA IS CONSIDERING THE ABOVE NAMED INDIVIDUAL OR COMPANY'S APPLICATION TO PROVIDE FLOORING SERVICES TO PIMA COUNTY. PLEASE RANK THE INDIVIDUAL OR COMPANY'S PAST PERFORMANCE IN THE CATEGORIES INDICATED ON PAGE 18.

**PLEASE FAX OR EMAIL YOUR COMPLETED QUESTIONNAIRE (PAGES 17 AND 18) TO THE FOLLOWING ON OR BEFORE April 19, 2016.**

**ATTENTION: Keith E. Rogers**  
**Pima County Procurement Department**  
**Design and Construction Division**  
**Email: [keith.rogers@pima.gov](mailto:keith.rogers@pima.gov)**  
**Fax: 520-770-4012**

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

**FIRM PROVIDING REFERENCE:**

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

**Person Completing Reference:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

We require your response by **4:00 PM, APRIL 19-, 2016** in order to consider the Contractor's proposal for a Job Order Master Agreement. In order for your response to be considered for the Respondent, please reply on or before that date.

Contractor for whom reference is provided: \_\_\_\_\_

Project Name: \_\_\_\_\_

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

Thank you very much for your response.

Signature: \_\_\_\_\_

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

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

**End of Attachment "1" Contractor Performance Inquiry**

**ATTACHMENT “2” SAMPLE JOB ORDER MASTER AGREEMENT**

<b>PIMA COUNTY FACILITIES MANAGEMENT</b>	
<b>PROJECT:</b>	JOB ORDER MASTER AGREEMENT FLOORING SERVICES
<b>CONSULTANT:</b>	
<b>AMOUNT:</b>	
<b>FUNDING:</b>	(stamp here)

**JOB ORDER MASTER AGREEMENT**

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

**WITNESSETH**

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

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

**WHEREAS**, County previously conducted a competitive qualifications-based procurement for Job Order Contractors under Solicitation #200914 and added two (2) firms to this Master Agreement as Job Order Contractors based on an evaluation of the respondents’ representations of their qualifications and necessary due diligence; and

**WHEREAS**, COUNTY therefore conducted a subsequent competitive qualifications-based procurement for Job Order Contractor under Solicitation #210878 to add a third firm to this Master Agreement as a Job Order Contractor; and

**WHEREAS**, based on an evaluation of the respondents’ representations of their qualifications and necessary due diligence, COUNTY selected the highest qualified contractor as Job Order Contractor; 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 \$30,000.00, 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 \$30,000.00-\$100,000.00, all Contractors will compete on the basis of price or price and schedule through a simplified quoting procedure. Price may be either fixed price or a guaranteed maximum price.

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

No individual Job Order may exceed \$100,000.00.

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

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

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

## **ARTICLE 2 – SCOPE OF SERVICES**

CONTRACTOR will provide for COUNTY all labor, materials and equipment necessary to complete the work identified in individual Job Orders awarded to CONTRACTOR under this Agreement. The scope of work under this Agreement is more fully set forth in **Exhibit “A” Scope of Work (4 Pages)** and **Exhibit “A-1” Product Specifications (51 Pages)**, incorporated into this Agreement. All work will be done per specifications called for in Job Orders, **General Conditions, Exhibit B (14 Pages), Special Conditions – Multiple Award Job Order Master Agreement, Exhibit C (3 Pages)**, and other documents incorporated into this Agreement, all made a part hereof.

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

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

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

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

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

## **ARTICLE 4 – INSURANCE**

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

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

**4.1** Minimum Scope and Limits of Insurance:

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

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

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

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

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

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

**4.2** Additional Insurance Requirements:

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

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

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

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

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

**4.3** Notice of Cancellation:

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

**4.4** Verification of Coverage:

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

4.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance coverage or policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

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

**4.5** Approval and Modifications:

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

**ARTICLE 5 – INDEMNIFICATION**

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

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

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

**ARTICLE 6 – COMPLIANCE WITH LAWS**

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

**ARTICLE 7 – INDEPENDENT CONTRACTOR STATUS**

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

by COUNTY.

**ARTICLE 8 – CONTRACTOR/SUBCONTRACTOR PERFORMANCE**

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

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

CONTRACTOR will ensure that all SUBCONTRACTORS have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Agreement. CONTRACTOR will not permit any SUBCONTRACTOR to perform work that does not fall within the scope of the SUBCONTRACTOR'S license, except as may be permitted under the rules of the Registrar of Contractors.

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

**ARTICLE 9 – ASSIGNMENT**

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

**ARTICLE 10 – NON-DISCRIMINATION**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Agreement as if set forth in full herein **including flow down of all provisions and requirements to any SUBCONTRACTORS**. During the performance of this Agreement, CONTRACTOR will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**ARTICLE 11 – AMERICANS WITH DISABILITIES ACT**

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

**ARTICLE 12 - AUTHORITY TO CONTRACT**

CONTRACTOR warrants its right and power to enter into this Agreement. If any court or administrative agency

determines that COUNTY does not have authority to enter into this Agreement, COUNTY will not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Agreement.

**ARTICLE 13 – NON-WAIVER**

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

**ARTICLE 14 – CANCELLATION FOR CONFLICT OF INTEREST**

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

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

**ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT**

- A. Upon a failure by CONTRACTOR to cure a default under this Agreement within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Agreement for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by Agreement or otherwise. CONTRACTOR and its sureties, if any, will be liable for any damage to COUNTY resulting from CONTRACTOR'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following constitutes an event of default:
  - 1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Agreement, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
  - 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
  - 3. Failure to provide competent supervision at the site;
  - 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient Material
  - 5. Failure to make prompt payment to SUBCONTRACTORS or suppliers for material or labor;
  - 6. Loss of CONTRACTOR'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR'S performance of this Agreement;
  - 7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Agreement; or
  - 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
  - 1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared

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

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

COUNTY may terminate this Agreement at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of COUNTY, become its property. If COUNTY terminates the Agreement as provided herein, COUNTY will pay CONTRACTOR an amount based on the time and expenses incurred by CONTRACTOR prior to the termination date. However, COUNTY will make no payment for anticipated profit on unperformed services.

#### **ARTICLE 17 – NON-APPROPRIATION OF FUNDS**

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

CONTRACTOR, other than payment for services rendered prior to termination.

**ARTICLE 18 – NOTICES**

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

COUNTY:

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

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

**ARTICLE 19 - NON-EXCLUSIVE CONTRACT**

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

**ARTICLE 20 - AGREEMENT DOCUMENTS**

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

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

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

precedence.

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

#### **ARTICLE 21 - BONDING REQUIREMENTS**

CONTRACTOR will file payment and performance bonds with COUNTY, as required by A.R.S. § 34-610 and § 34-611, no later than the time of agreement on the price (or Guaranteed Maximum Price) for any construction under this Agreement. Bonds will be submitted on an annual basis for the full value of all construction reasonably anticipated during the Agreement year or may be provided on a job-order by job-order basis; in the latter case, CONTRACTOR will anticipate additional job orders and provide bonds in reasonable increments. At no time will the cumulative value of the bonds be less than the total value of the construction performed by CONTRACTOR under this Agreement, including job orders awarded to CONTRACTOR but not yet completed. If bonds are secured on a job-order by job-order basis, the Contracting Department will obtain the appropriate bonds from CONTRACTOR upon issuance of a Job Order and release of the Delivery Order.

#### **ARTICLE 22 - OWNERSHIP OF DOCUMENTS**

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

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

#### **ARTICLE 23 – BOOKS AND RECORDS**

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

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

#### **ARTICLE 24 – REMEDIES**

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

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**ARTICLE 25 – SEVERABILITY**

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

**ARTICLE 26 – DELAYS**

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

**ARTICLE 27 – DISPUTES**

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

**ARTICLE 28 – PUBLIC INFORMATION**

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONTRACTOR in any way related to this Agreement, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any information submitted related to this Agreement that CONTRACTOR believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to COUNTY and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a public record and should not include any information considered confidential.

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

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

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

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

that each SUBCONTRACTOR who performs any work for CONTRACTOR under this Agreement likewise complies with the State and Federal Immigration Laws.

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

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

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

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

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

#### **ARTICLE 30 – FEDERAL FUNDING**

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

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

#### **ARTICLE 31 – COUNTERPARTS**

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

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)**

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**ARTICLE 32 – ENTIRE AGREEMENT**

This document, in all its parts, together with Attachments and documents incorporated by reference constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. Except as otherwise specifically provided in Article I, this Agreement may be modified, amended, altered or extended only by a written Amendment signed by the parties.

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

APPROVED:

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

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:

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

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

\_\_\_\_\_  
Date

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**MASTER AGREEMENT COMMITMENT LETTER (1 Page)**



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

<Date>

<Address>

Dear <Name>

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

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

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

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

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

**ARIZONA STATUTORY PERFORMANCE BOND**

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

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

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

**JOB ORDER MASTER AGREEMENT FLOORING SERVICES**

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

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

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

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

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

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety

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

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

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

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

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County, Arizona, (hereinafter "Obligee") in the amount of

\_\_\_\_\_, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

**JOB ORDER MASTER AGREEMENT FLOORING SERVICES**

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

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

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

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

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

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety

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

## EXHIBIT “A” SCOPE OF SERVICES (4 Pages)

This is an indefinite quantity Job Order Master Agreement under which the Contractor will provide Pima County with a full range of FLOORING Services such work to be requested by COUNTY from time to time by issuance of an individual Job Order for individual projects. Services are for the County’s Facilities Management Department (PCFM).

### **GENERAL REQUIREMENTS:**

General Scope: Scope of work will include repair, replacement, and new installations of flooring in existing County-owned commercial buildings.

Specifications: All work under this Job Order Master Agreement shall be performed in accordance with the following Specification Sections attached and incorporated hereto as Exhibit “A-1” Product Specifications (51 Pages):

- 093013 – Ceramic Tiling (Porcelain)
- 096516 – Vinyl Sheet Flooring
- 096519 – Resilient Tile Flooring
- 096813 – Carpet Tile
- 096816 – Sheet Carpeting (Broadloom)
- 099726 – Cementitious Coatings

### Services:

Contractor will provide all labor, materials, equipment, management, supervision, services, and coordination required to provide a full range of flooring services. The scope of work for each project cannot be precisely defined at this time, but the range of services CONTRACTOR may be responsible for includes, but is not limited to, such work typically provided by the following Flooring Services:

- Porcelain tiles
- Vinyl sheet goods
- Vinyl composition tiles
- Carpet tiles
- Broadloom carpet
- Rolled rubber base
- Sub-floor preparation

It is the intention of PCFM, from time to time, to have more than one project or a grouping of projects in design or construction at one time. This will facilitate our ability to meet the requirements of both bond scheduling or the needs of the public for flooring projects. PCFM will work with the contractors to determine priorities and scheduling.

**Post Construction Services:** The contractors shall supply all warranty and manufacturer’s information to the PCFM staff at the completion of project. As-builts for the project, including location of all pertinent project elements installed as a part of the project.

**Warehouse Services:** The contractor shall provide warehouse space in which to store the surplus product remaining after each project, as described in the Product Specifications (see Attachment ‘1’ to this Appendix ‘A’). The contractor shall inform the county’s project manager if any product required for a particular installation is available in the warehouse and the quantity of such material. Maintain an updated written inventory product, run number, color, and quantity.

Pima County Facilities Management (PCFM) will contact the CONTRACTOR with a specific scope of service required, and identify the location of the project, and the start and end dates desired. Unless specified

otherwise, the CONTRACTOR will provide all required materials, labor and equipment necessary to do the job. This will be determined by the COUNTY on a project by project basis. CONTRACTOR shall procure necessary materials and equipment in the most cost effective manner possible. COUNTY shall be invoiced for the actual quantity of materials and equipment used on the job.

The CONTRACTOR shall prepare a written estimate of the proposed work to be done for each project, and shall present same to the PCFM Project Manager within 3 working days of the request for quotation for approval and acceptance prior to beginning any work. The PCFM Project Manager will evaluate the response(s) and select award based on the procedures outlined in Appendix "C" – Special Conditions – Multiple Award Job Order Master Agreement. Upon acceptance, the PCFM Project Manager shall issue a written Notice to Proceed to the CONTRACTOR, after which, the CONTRACTOR shall begin work on the project within twenty four (24) hours, unless otherwise agreed to by the PCFM Project Manager. Emergency repairs to any type of flooring material will begin within 4 hours.

CONTRACTOR shall provide detailed documentation in support of requested payment. Payment requests will be made using format as directed by COUNTY. **NO PAYMENT REQUESTS WILL BE ACCEPTED UNTIL AFTER THE NOTICE TO PROCEED HAS BEEN ISSUED.**

All work performed by the CONTRACTOR under this Contract shall be performed in a thorough and workmanlike manner, and in conformance with accepted industry standards. CONTRACTOR shall adhere to a fully implemented, industry mandated safety program while performing all work under this Contract.

The CONTRACTOR must guarantee a four-hour or less response time for emergencies. The CONTRACTOR shall coordinate the work activities so as to minimize interference with the normal work activities of COUNTY staff. A large percentage of work issued under this Contract will need to be scheduled after normal business hours and on weekends.

During the progress of the work, the CONTRACTOR shall keep the premises free from any unnecessary accumulation of tools, equipment, surplus materials and debris. Work areas shall be cleaned up daily. Upon completion of the project, the premises are to be left neat and clean.

Damage to building parts, existing items, or items being delivered, that are attributable to the CONTRACTOR shall be immediately reported to the PCFM Project Manager and repaired or replaced by the CONTRACTOR at no cost to COUNTY.

**ORDERING AND SCHEDULING:**

All work performed under this Contract shall be scheduled with PCFM. The CONTRACTOR will not be paid for any work undertaken for another department which has not been directed by or approved by PCFM prior to its commencement.

**COMPLETION AND ACCEPTANCE:**

Each project issued under this Contract shall commence and be completed as agreed upon in each Notice to Proceed. Acceptance of the work shall be upon approval of the Director of PCFM, or his designated appointee.

**PAYMENT:**

Pay requests for projects issued under this Contract, shall conform to the provisions of Article III of the Contract.

No shop time, travel time or portal-to-portal charges shall be invoiced without the prior approval of PCFM.

**WARRANTIES:**

The CONTRACTOR shall warrant that all items provided, and workmanship performed pursuant to this

Contract, complied with the specifications issued for the specific project, and conform to generally accepted procedures, practices and methods that are appropriate for the services provided.

Any defective workmanship or materials discovered prior to or within two (2) years of acceptance of each project, shall be corrected by the CONTRACTOR at no further expense to, and to the satisfaction of the COUNTY. Ordinary wear and tear, and abnormal abuse or neglect, are excepted. In the event that the CONTRACTOR shall fail to make such required repairs, adjustments, or other work that may become necessary by such defects, the COUNTY may affect those repairs, adjustments, or other work, and back charge the CONTRACTOR for costs incurred.

The CONTRACTOR shall provide the manufacturer's Warranty to the COUNTY prior to final payment by the COUNTY.

All warranties call for in this section shall be in addition to, and not in limitation of, all warranties, guaranties or other remedies required by law.

**INSPECTION:**

Inspectors may be assigned to monitor work issued under this Contract. These Inspectors will report the progress and quality of the work to the PCFM Project Manager. Inspectors may call attention of deficiencies to the CONTRACTOR, but shall not relieve the CONTRACTOR from any obligation to provide complete and accurate service that is satisfactory in every way.

In the case of any dispute arising between the Inspector and the CONTRACTOR, as to the manner of performing the work, the Inspector shall have the authority to suspend the work until the issue can be resolved by the PCFM Project Manager.

Inspectors shall in no case act as Foreman, or perform any other duties for the CONTRACTOR, or interfere with the management of the work by the CONTRACTOR. Inspection and Supervision by the COUNTY shall not be considered as direct control of individual workmen and his work. Such direct control shall remain solely the responsibility of the CONTRACTOR's Foreman or Superintendent.

**SUPERVISION BY THE CONTRACTOR:**

The CONTRACTOR shall supervise and direct all work and equipment, either scheduled, extra or emergency. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures for construction. The CONTRACTOR shall maintain and employ, at the work site, a qualified Foreman or Supervisor, who shall have been designated in writing by the CONTRACTOR as his site representative. This Foreman or Supervisor shall have the full authority to act on behalf of the CONTRACTOR and all communications given to the CONTRACTOR. The Foreman or Supervisor shall be present at the site as required to adequately perform his duties of supervision and coordination of the work.

**PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK:**

The CONTRACTOR shall properly guard and protect all finished and partially finished work, and shall remain responsible for same until the work is completed or accepted. Release of partial payment for work partially completed shall not relieve the CONTRACTOR from such responsibility. The CONTRACTOR shall turn over fully completed work including equipment documentation and blueprint as-built as applicable prior to receiving final payment.

**DUST PREVENTION:**

The CONTRACTOR shall take whatever steps, procedures, and methods are necessary, and provide whatever equipment and materials are necessary to prevent dust conditions to exist as a result of his work until that work is fully completed and accepted. He shall comply with the requirements of all applicable air quality standards, regulations and ordinances, during the entire course of the project. THIS IS NOT AN EXTRA PAY ITEM.

**UTILITY LOCATION:**

The CONTRACTOR shall be responsible to locate all utilities prior to commencing his work. THIS IS NOT AN EXTRA PAY ITEM.

**SERVICES TO BE PROVIDED BY THE COUNTY:**

The COUNTY shall provide the following items and services in support of the CONTRACTOR's work:

1. Pre-Proposal meeting and tour of the proposed site and existing conditions for each project.
2. Any as-built drawings and specifications that may exist for the facility.
3. Cost of any materials testing necessary to accomplish the Project.
4. Construction Documents prepared in support of the specific Project.
5. A PCFM Project Manager will be assigned to work with the CONTRACTOR throughout the term of the Project. All project communications must flow through the Project Manager.
6. Any information available regarding building utilities and services as required. This does not limit or negate the requirement of the CONTRACTOR to verify the field conditions.
7. Any reports and/or mitigation regarding asbestos-containing materials in COUNTY buildings. Pima County will contract directly with asbestos abatement contractors, should that be necessary, per the General Conditions.
8. Any building Materials and Finishes Standards.
9. Consultation with Risk Management Safety Officers and Hazardous Material Offices.

**End of Exhibit "A" Scope of Services**

## **EXHIBIT “A-1” PRODUCT SPECIFICATIONS (51 Pages)**

This Exhibit contains the following specification sections:

- 093013 – Ceramic Tiling (Porcelain) (10 Pages)
- 096516 – Vinyl Sheet Flooring (8 Pages)
- 096519 – Resilient Tile Flooring (8 Pages)
- 096813 – Carpet Tile (8 Pages)
- 096816 – Sheet Carpeting (Broadloom) (9 Pages)
- 099726 – Cementitious Coatings (7 Pages)

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**SECTION 093013  
CERAMIC TILING**

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes the following:

1. Per each installation, comply with and provide all labor, materials, equipment and services necessary to furnish and install all Porcelain Tiles and related items as indicated and specified.
2. Ceramic Tiles.
3. Porcelain Tiles.
4. Thresholds and transitions.
5. Waterproof and crack-suppression membrane for thin-set installations.
6. Setting and grout materials.
7. Sealants.
8. Cementitious backer units.

B. Related Documents:

1. Section 099726 - Cementitious Coatings.

1.2 REFERENCES

- A. Facial Dimension: 12" x 12"; Class 5 - Severe or Extra Heavy Rated Commercial Tiles
- B. Facial Dimension: 14" x 14" or 16" x 16"; Class 4 - Medium to Heavy Rated Commercial Tiles

1.3 SEQUENCING AND SCHEDULING

- A. Wherever possible, install tile and accessories after other finishing operations, excluding painting, have been completed.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

1.4 SUBMITTALS

- A. Demonstrate that proposed products are equal or better by completing chart attached.
- B. Certify that proposed products conform to or exceed all health/safety requirements and warranties listed on chart attached. Certifications to be on Manufacturers' letterheads and signed by an officer

of the Corporation manufacturing the product and submitted to the Owner (after each installation to be included in the Operating and Maintenance Manual).

- C. Finish Plans: Contractor shall be responsible for all measurements. If drawings are provided, they are only to indicate spaces to receive carpet tile. They are not meant to be scaled.
- D. Successful Contractor shall provide shop drawings showing locations of each type of tile and tile pattern. Show widths, details, and locations of expansion, contraction, control, and isolation joints in tile substrates and finished tile surfaces.
- E. Provide samples of Porcelain Tile showing full range of colors and patterns available for each product proposed.
- F. Provide full-size samples of each type of trim and accessory for each color and finish required.
- G. Provide solid polymer sample thresholds in 6-inch (150-mm) lengths.
- H. Provide metal edge strip sample in 6-inch (150-mm) lengths.
- I. Provide manufacturer's product data for adhesives and sealants, including printed statement of VOC content.
- J. Certificates signed by the floor covering Manufacturer certifying that installers comply with requirements specified under "Quality Assurance" article (at time of each installation).
- K. Master Grade Certificates for each shipment, type and composition of tile, signed by tile manufacturer and installer.
- L. Product Certificates for each type of product, signed by product manufacturer.
- M. Bond and moisture testing data (on a case by case basis).
- N. Availability and delivery time (submitted with each quote).

#### 1.5 CLOSEOUT SUBMITTALS

- A. Lot numbers and other information which will enable identification of the certified tile (to be included in the Operating and Maintenance Manual).

#### 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Maintenance materials of Tiles: When product arrives it shall be separated from the shipment, checked, re-sealed and re-tagged with original labels identifying the manufacturer, brand name, quality, or grade, color, dye lot, pattern and fire hazard information. Maintenance materials will be at least one full box of full-size tiles.
- B. Maintenance materials of Rubber Base (no scraps or pieces), exclusive of materials required to properly complete installation, to be cartoned and tagged with labels identifying the manufacturer, brand name, quality or grade, color, dye lot, pattern, fire hazard classification, lot number and linear feet.

#### 1.7 QUALITY ASSURANCE

- 
- A. Manufacturer qualifications and requirements: Shall be an established porcelain tile manufacturer for no less than ten (10) continual years.
  - B. Vendor qualifications:
    - 1. Shall be approved by the manufacturer as an established flooring company for not less than five (5) continual years.
    - 2. Must be insured and bondable.
    - 3. Guarantee full value of replacement and installation of carpet tile for THREE (3) YEARS.
    - 4. Advise installer in proper procedures of installation.
    - 5. Inspect all tiles after manufacture for manufacturing defects.
    - 6. Inspect all surfaces to receive tile and recommended accessories.
  - C. Installer Qualifications: Engage installer that is certified by floor covering manufacturer as competent in the installation of tile pavers, trim units and threshold with no less than five (5) years of documented experience with installations of similar scope, materials and design.
  - D. Source Limitations for Porcelain tile: Obtain each tile from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the work.
  - E. Source Limitations for Setting and Grouting Materials: Obtain ingredients of a uniform quality for each mortar, adhesive, and grout component from a single manufacturer and each aggregate from one source or producer.
  - F. Source Limitations for Other products: Obtain each of the following products specified in this Section through one source from a single manufacturer for each product: Waterproofing, Backer Rods and Joint Sealants.
  - G. Source Limitations for Other Products: Obtain each of the following products specified in this Section through one source from a single manufacturer for each product: Solid Polymer Thresholds, Reducers and Edge Strips.
  - H. Mockups: Assembled samples with grouted joints for each type and composition of tile and for each color and finish required, at least 24" square and mounted on rigid panel. Use grout of type and in color or colors approved for completed work. Mockup shall be approved by Project Manager prior to beginning work.
  - I. Concrete Slab Test Methods:
    - 1. Delmhorst Test Method as a preliminary test to determine moisture.
      - a. Perform one test per every 1000 sq. ft.
      - b. If preliminary testing indicates more than 5.0 moisture per 1000 sq. ft. per 24 hours then provide Owner written documentation and await instructions before proceeding with further moisture tests.
    - 2. Calcium Chloride test method to determine moisture (on a case by case basis)

- a. Perform one test per every 1000 sq. ft.
  - b. Send samples to an independent testing laboratory for results.
  - c. Provide written documentation on test results and to Owner.
3. Litmus Paper test method to determine Alkalinity
- a. Perform one test per every 1000 sq. ft.
  - b. Provide written documentation on test results and submit to Owner.
  - c. Acceptable conditions should test in the range of 6.0 to 8.0.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirement in ANSI A137.1 for labeling sealed tile packages.
- B. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
- C. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- D. Store materials in their undamaged cartons from weather, moisture, soiling and extreme temperatures.
- E. Handle tile that has temporary protective coating on exposed surfaces to prevent coated surfaces from contacting backs or edges of other units. If coating does contact bonding surfaces of tile, remove coating from bonding surfaces before setting tile.

1.9 SITE CONDITIONS

- A. Environmental Limitations: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions.
- C. Do not install tile over concrete slabs until slabs, patches and/or floated areas have cured and are sufficiently dried to bond with adhesives as determined by the floor covering manufacturer's bond and moisture test and/or as directed by Owner.

1.10 WARRANTY

- A. All of the work embraced herein shall be subject to the inspection and approval of Pima County Facilities Management.
  1. Guarantee period is TWO (2) YEARS after the date of substantial completion per installation.
  2. Manufacturer's FIVE (5) YEAR limited wear warranty.
- B. Within the TWO (2) YEAR period if Owner has reasonable cause to doubt the performance of the installed goods, a sample of the questionable materials will be sent to an accredited and industry approved testing facility. If any part of the goods are found to be of lower than acceptable industry

and manufacturer's tolerances, or were not installed as per manufacturer's standards, monetary compensation or replacement will be made by the vendor/manufacturer to Pima County, including cost of testing.

- C. Special project guarantee: Submit a written guarantee, executed by the contractor, installer and manufacturer, agreeing to repair or replace units which fail in materials or workmanship.

## PART 2 - PRODUCTS

### 2.1 PRODUCT TYPE

- A. These requirements are not meant to be proprietary, but are intended to demonstrate MINIMUM APPEARANCE, PERFORMANCE, AND HEALTH AND SAFETY STANDARDS in order to be considered for acceptance by Pima County. Manufacturer's names are used solely for the purpose of demonstrating these minimum requirements for quality, craftsmanship and style:

1. Crossville Ceramics Company – Basis of Design
2. Daltile Division of Dal-Tile International – Basis of Design
3. Interceramic

### 2.2 ACCESSORIES

- A. Adhesives: As per Manufacturers' requirements.
- B. Comply with ANSI Standard for Tile Installation Materials and current Tile Council of America Handbook for products and materials indicated for setting and grouting.
- C. Fabricate thresholds to sizes and profiles indicated or required to provide transition between adjacent floor finishes. Bevel edges at 1:2, slope aligning lower edge of bevel with adjacent floor finish. Limit height of bevel to ½ inch or less, and finish bevel to match face of threshold.
- D. Solid Polymer Thresholds: made from homogeneous solid sheets of filled plastic resin complying with ANSI A124.3, for Type 5 or Type 6, without pre-coated finish.
  1. Preapproved manufacturers:
    - a. Avonite, Inc.
    - b. Dupont Polymers.
    - c. Per Manufacturer's installation instructions.
- E. Metal Thresholds and Transitions: anodized aluminum, non-slip complying with ADA.
  1. Preapproved Manufacturers:
    - a. Ceramic Tool Company Tranz
    - b. Schluter

- 
- F. Metal Edge Strips: angle or L-shape, height to match tile and setting-bed thickness, metallic, combination of metal and PVC, or neoprene base, designed specifically for flooring applications, exposed-edge material.
1. Preapproved Manufacturers:
    - a. Ceramic Tool Company Tranz
    - b. Schluter
- G. Rubber Wall Base, Thresholds and Reducer Strips
1. Roppe extruded rubber cove base (4" high x 1/8" thick).
    - a. 120 linear foot roll goods; cut lengths (4' pieces) are not acceptable; no molded or preformed corners.
    - b. Color standard for all projects shall be #100 Black or #147 Light Brown.
  2. Roppe extruded rubber threshold and reducer strips with appropriate butting gauge tapered to meet abutting materials.
- H. Waterproofing and crack suppression for thin-set tile installations.
1. Unreinforced, waterproof liquid applied membrane product: ANSI A118.10 consistency suitable for roll-on application and intended for use as waterproofing and crack suppression up to 1/16" in width.
    - a. Preapproved Manufacturers:
      1. Laticrete International Inc.
      2. Mapei Corporations; PRP M19
      3. As per manufacturer's installation instructions.
- I. Setting and Grouting Materials.
1. Preapproved Manufacturers:
    - a. Laticrete International Inc.
    - b. Mapei Corporations; PRP M19.
    - c. As per manufacturer's installation instructions.
  2. Polymer-modified Cement Grout: ANSI A118.7; color as indicated in a non-wet application.
  3. Modified Epoxy Emulsion Mortar/Grout: ANSI A118.3; color as indicated in a non-wet application
  4. Polymer-modified Thin Set: ANSI A118.4
- J. Backer Rods and Elastomeric Sealants

1. Closed cell backer rods as per manufacturer's instructions.
2. Multipart, pourable urethane sealant: ASTM C794; provide colors of exposed sealants to match colors of grout in tile adjoining sealed joints, unless otherwise indicated.
  - a. Preapproved Manufacturers.
    1. Tremco
    2. Bostick
- K. Cementitious Backer Units complying with ANSI A118.9 in maximum lengths available to minimize end-to-end butt joints.
  1. Thickness: Manufacturer's standard thickness, but not less than ¼ inch.
  2. Width: Manufacturer's standard width, but not less than 32 inches.
  3. Preapproved Manufacturers:
    - a. C-Cure Board 990
    - b. Custom Building Products - Wonderboard
    - c. FinPan Inc.; Util-A-Crete Concrete Backer Board
- L. Trowelable Underlayments and patching Compounds: Latex-modified, Portland cement-based formulation provided or approved by manufacturer of tile-setting materials for installations indicated.
  1. Preapproved Manufacturers:
    - a. Ardex
    - b. Mapei
- M. Mixing Mortars and Grout shall comply with referenced standards and manufacturer's written instructions.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where tile will be installed, with installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of installed tile.
  1. Verify that substrates for setting tile are firm, dry, clean, free of oil, waxy films, and curing compounds, and within flatness tolerances required by ANSI A108 Series of tile installation standards for installation indicated.
  2. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed before installing tile.

3. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Architect.

4. Verify that joint locations on drawings.

B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials whose presence would interfere with bonding of adhesive. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by floor covering manufacturer. Refer to Section 1.7 Quality Assurance, Item I, 1-3.

C. Do not proceed with installation until all unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

A. Comply with manufacturer's installation specifications to prepare substrates indicated to receive tile. Remove coatings, including curing compounds and other substances that contain soap, wax, oil, or silicone, that are incompatible with tile-setting materials.

B. Provide concrete substrates for tile floors installed with thin-set mortar that comply with flatness tolerances specified in referenced ANSI A108 Series of tile installation standards.

C. Use trowelable leveling and patching compounds per floor covering manufacturer's direction to fill cracks, holes and depressions in substrates per manufacturer's written instructions. Use product specifically recommended by tile-setting material manufacturer.

D. Remove protrusions, bumps, and ridges by sanding or grinding.

E. Blending: For tile exhibiting color variations within ranges selected during Sample submittals, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.

### 3.3 INSTALLATION

A. MOST INSTALLATIONS WILL OCCUR AFTER REGULAR WORKING HOURS AND ON WEEKENDS.

B. Furniture to be moved by Flooring Contractor, or coordinated to be moved by Flooring Contractor or a third party vendor under supervision of Flooring Contractor.

C. Comply with ANSI A108 Series "Specifications for Installation of Ceramic Tile" that apply to types of setting and grouting materials and to methods indicated in tile installation schedules.

D. Comply with TCA installation methods indicated in tile installation schedules.

E. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions, unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.

F. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or build-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.

- G. Lay tile in grid pattern, unless otherwise indicated. Align joints when adjoining tiles on floor, base, walls, and trim are same size. Lay out tile work and center tile fields in both directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths, unless otherwise indicated.
- H. Locate expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, where indicated during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tile.
- I. Locate joints in tile surfaces directly above joints in concrete substrates.
- J. Prepare joints and apply sealants per manufacturers recommendation.
- K. Grout tile to comply with ANSI A108.10 or manufacturer's written instructions for type of tile installation.
- L. Where indicated, install cementitious backer units and treat joints to comply with ANSI A108.11 and manufacturer's written instructions for type of application indicated.
- M. Install waterproofing to comply with ANSI A108.13 and waterproofing manufacturer's written instructions to produce waterproof membrane of uniform thickness bonded securely to substrate.
- N. Install crack-suppression membrane to comply with manufacturer's written instructions to produce membrane of uniform thickness bonded securely to substrate.
- O. Do not install tile over waterproofing until waterproofing has cured and been tested to determine that it is watertight.
- P. Edge Strips: Install at locations indicated or where exposed edge of tile flooring meets carpet, wood, or other flooring that finishes flush with top of tile.

#### 3.4 REPAIR/RESTORATION

- A. Repair defects or replace with new materials; faulty materials or workmanship developed during guarantee period at no expense to the owner.

#### 3.5 CLEANING

- A. Perform the following operations on completion of placement and grouting.
  - 1. Remove grout residue from tile as soon as possible.
  - 2. Clean grout smears and haze from tile according to manufacturer's written instructions, but no sooner than 10 days after installation. Use only cleaners recommended by tile and grout manufacturers and only after determining cleaners are safe by testing on sample tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning.
  - 3. Flush surfaces with clean water before and after cleaning.
- B. All project scraps shall be removed by Flooring Contractor to Contractor's trash container. Use of County trash containers is not permitted.

3.6 PROTECTION

- A. When recommended by tile manufacturer, apply coat of neutral protective cleaner to completed tile walls and floors.
- B. Protect installed tile work with draft paper or other heavy covering during construction period to prevent staining, damage and wear.
- C. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.
- D. Before final inspection, remove protective coverings and rinse neutral cleaner from tile surfaces.

**END OF SECTION**

**SECTION 096516  
VINYL SHEET FLOORING**

PART 1 – GENERAL

1.1 SUMMARY

A. This section includes the following:

1. Per each installation, comply with and provide all labor, materials, equipment and services necessary to furnish and install sheet vinyl flooring and related items as indicated and specified.
2. Sheet vinyl floor covering without backing.
3. Adhesives.
4. Related accessories.
5. Bond and Moisture Tests.

B. Related Documents:

1. Section 099726 - Cementitious Coatings.

1.2 REFERENCES

A. Definitions

1. Sheet vinyl floor covering, non-layered, non-backed, homogeneous sheet vinyl with minimum binder content.

1.3 SEQUENCING AND SCHEDULING

- A. Wherever possible, install sheet vinyl and accessories after other finishing operations, including painting, have been completed.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

1.4 SUBMITTALS

- A. Demonstrate that proposed products are equal or better by completing chart attached.
- B. Certify that proposed products conform to or exceed all health/safety requirements and warranties listed on chart attached. Certifications to be on Manufacturers' letterheads and signed by an officer of the Corporation manufacturing the product and submitted to the Owner (after each installation to be included in the Operating and Maintenance Manual).
- C. Finish Plans: Contractor shall be responsible for all measurements. If drawings are provided, they are only to indicate spaces to receive flooring. They are not meant to be scaled.
- D. Submit required samples for evaluation, along with Manufacturers' color charts consisting of actual sections of sheet vinyl showing full range of colors and patterns available for each product proposed.
- E. Successful Contractor(s) shall provide a seaming diagram for each project along with a written quote

that reflects specific field conditions.

- F. Certificates signed by the floor covering Manufacturer certifying that installers comply with requirements specified under "Quality Assurance" article (at time of each installation).
- G. Bond and moisture testing data (on a case by case basis).
- H. Availability and delivery time (submitted with each quote).

#### 1.5 CLOSEOUT SUBMITTALS

- A. Lot numbers and other information which will enable identification of the certified sheet vinyl (to be included in the Operating and Maintenance Manual).

#### 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Maintenance materials of sheet vinyl (no scraps or pieces), exclusive of materials required to properly complete installation. When product arrives it shall be separated from the shipment, tagged with labels identifying the manufacturer, brand name quality or grade, color, dye lot, pattern, and fire hazard classification. Maintenance materials will be no less than two (2) percent of the total yardage or a 6'-6" x 16' piece, whichever is less.
- B. Maintenance materials of Rubber Base (no scraps or pieces), exclusive of materials required to properly complete installation, to be cartoned and tagged with labels identifying the manufacturer, brand name, quality or grade, color, dye lot, pattern, fire hazard classification, lot number and linear feet.

#### 1.7 QUALITY ASSURANCE

- A. Manufacturer qualifications and requirements: Shall be an established sheet vinyl manufacturer for no less than ten (10) continual years.
- B. Vendor qualifications:
  - 1. Shall be approved by the manufacturer as an established flooring company for not less than five (5) continual years.
  - 2. Must be insured and bondable.
  - 3. Guarantee full value of replacement and installation of sheet vinyl for THREE (3) YEARS.
  - 4. Advise installer in proper procedures of installation.
  - 5. Inspect all sheet vinyl after manufacture for manufacturing defects.
  - 6. Inspect all surfaces to receive sheet vinyl and recommend accessories.
- C. Installer Qualifications: Engage installer that is certified by floor covering manufacturer as competent in the installation of sheet vinyl and in the techniques for heat-welding seams and flash coving. Installer must have a minimum of five (5) continual years' experience with the installation of commercial sheet vinyl flooring.
- D. Single-Source Responsibility for Sheet Vinyl: Obtain each type, color, and pattern of sheet vinyl from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the work.

E. Concrete Slab Test Methods:

1. Delmhorst Test Method as a preliminary test to determine moisture.
  - a. Perform one test per every 1000 sq. ft.
  - b. If preliminary testing indicates more than 5.0 moisture per 1000 sq. ft. per 24 hours then provide Owner written documentation and await instructions before proceeding with further moisture tests.
2. Calcium Chloride test method to determine moisture (on a case by case basis)
  - a. Perform one test per every 1000 sq. ft.
  - b. Send samples to an independent testing laboratory for results.
  - c. Provide written documentation on test results and to Owner.
3. Litmus Paper test method to determine Alkalinity.
  - a. Perform one test per every 1000 sq. ft.
  - b. Provide written documentation on test results and submit to Owner.
  - c. Acceptable conditions should test in the range of 6.0 to 8.0.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Open roll of sheet vinyl in a clean, protected area and allow the product to off-gas for 48 hours prior to delivery to the job site. Re-seal the product in the original wrappings, clearly labeled with identifications of the manufacturer, brand name, quality or grade, fire hazard classifications and lot number.
- B. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
- C. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- D. Store re-sealed materials in their undamaged cartons from weather, moisture, soiling, extreme temperatures, humidity, off ground to prevent sagging and warping. Maintain temperature in storage area above 40 degrees Fahrenheit.

1.9 SITE CONDITIONS

- A. Pima County shall maintain a minimum temperature of 65 degrees Fahrenheit for 48 hours prior to installation, during installation and 48 hours after installation. After this period, Pima County shall maintain a temperature of not less than 55 degrees Fahrenheit.
- B. Do not install sheet vinyl floor coverings until it is at the same temperature as the space where it is to be installed.
- C. Do not install sheet vinyl floor coverings over concrete slabs until slabs, patches and/or floated areas have cured and are sufficiently dried to bond with adhesives as determined by the floor covering manufacturer's bond and moisture test and/or as directed by Owner.

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1.10 WARRANTY

- A. All of the work embraced herein shall be subject to the inspection and approval of Pima County Facilities Management.
  - 1. Guarantee period is THREE YEARS after the date of substantial completion per installation.
  - 2. Manufacturer's FIVE (5) YEAR limited wear warranty.
- B. Within the THREE (3) YEAR period if Owner has reasonable cause to doubt the performance of the installed goods, a sample of the questionable materials will be sent to an accredited and industry approved testing facility. If any part of the goods are found to be of lower than acceptable industry and manufacturer's tolerances, or were not installed as per manufacturer's standards, monetary compensation or replacement will be made by the vendor/manufacturer to Pima County, including cost of testing.
- C. Special project guarantee: Submit a written guarantee, executed by the contractor, installer and manufacturer, agreeing to repair or replace units which fail in materials or workmanship.

PART 2 - PRODUCTS

2.1 PRODUCT TYPE

- A. These requirements are not meant to be proprietary, but are intended to be the minimum standards considered for acceptance by Pima County. Manufacturer's names are used solely for the purpose of demonstrating these minimum requirements for quality, craftsmanship and style:
  - 1. Armstrong – Basis of Design
  - 2. Roppe
  - 3. Mannington

2.2 ACCESSORIES

- A. Adhesives: As per Manufacturers' requirements.
- B. Wall Base
  - 1. Roppe extruded rubber cove base (4" high x 1/8" thick).
    - a. 120 linear foot roll goods; cut lengths (4' pieces) are not acceptable; no molded or preformed corners.
    - b. Color standard for all projects shall be #100 Black or #147 Light Brown.
  - 2. Roppe extruded rubber threshold, binding strips and reducer strips with appropriate butting gauge tapered to meet abutting materials.
- C. Concrete Slab Primer: See section 099726 Cementitious Coatings. Allow one (1) bag Ardex featheredge Floor Prep per 900 square feet of VCT.
- D. Seamless-Installation Accessories:
  - 1. Heat-Welding Bead: Manufacturer's solid-strand product for heat welding seams.

- a. Color: to match floor covering.
  2. Chemical-Bonding Compound: Manufacturer's product for chemically bonding seams.
- E. Integral-Flash-Cove-Base Accessories:
1. Cove Strip: 7/8" radius provided or approved by manufacturer.
  2. Cap Strip: Rubber provided or approved by manufacturer.
- F. Seam Sealer: Formulation provided or approved by floor covering manufacturer for products indicated.

### PART 3 – EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas where installation of sheet vinyl will occur, with installer present, to verify that substrates and conditions are satisfactory for installation and comply with floor covering manufacturer's requirements and those specified in this section. Subfloor to be free from cracks, holes, ridges and other defects impairing performance or appearance.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials whose presence would interfere with bonding of adhesive. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by floor covering manufacturer. Refer to Section 1.7 Quality Assurance, Item E, 1-3.
- C. Existing VAT, VCT or sheet vinyl flooring: Remove all other materials to substrate. Do not install sheet vinyl until all conditions in Concrete Subfloors, Item B have been met.
- D. Do not proceed with installation until all unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Comply with manufacturer's installation specifications to prepare substrates indicated to receive sheet vinyl floor coverings.
- B. Remove all ridges and other irregularities that will telegraph through sheet vinyl and/or compromise wearability; Fill cracks, holes and depressions.
- C. Clean floors of dust, dirt, solvents, oil, grease, plaster and other substances detrimental to proper performance of adhesives and sheet vinyl. Allow floors to dry thoroughly.
- D. Ensure concrete floors are free from scaling and irregularities and exhibit neutrality relative to acidity and alkalinity.
- E. Ensure floors are level, with maximum surface variation of 1/4" in 10 feet, non-cumulative (on a case by case basis).
- F. Ensure floors are level with a maximum surface variation of 1/8" where sheet vinyl terminates at other flooring materials.

#### 3.3 INSTALLATION

- 
- A. MOST INSTALLATIONS WILL OCCUR AFTER REGULAR WORKING HOURS AND ON WEEKENDS.
  - B. Furniture to be moved by Flooring Contractor, or coordinated to be moved by Flooring Contractor or a third party vendor under supervision of Flooring Contractor.
  - C. Maintain on site a copy of the manufacturer's installation instructions. Comply with manufacturer's installation instructions and other requirements indicated that are applicable to this project.
  - D. Notify PCFM Project Manager if doors need to be undercut.
  - E. In the event a flooring project requires phasing: At the completion of each phase, use the appropriate reducer and/or joiner strips at temporary seams and edges. Do not secure these areas with duct tape or other surface adhesive.
  - E. During new construction or remodel, sequence VCT installation with other work to minimize the possibility of damage and soiling during the remainder of the construction period.
  - F. Maintain reference markers, holes or openings that are in place or plainly marked for future cutting by repeating on finish floor as marked on subfloor. Use chalk or other non-permanent marking devices.
  - G. Following preparation spread adhesive in quantity and manner as per manufacturer's recommended installation instructions.
  - H. Prior to installation, check matching of sheet vinyl to ensure there are no defects or visible variations between dye lots. If so, notify architect immediately.
  - I. Lay out sheet vinyl to comply with the following requirements and as per seaming diagram.
    - 1. Maintain uniformity of sheet vinyl floor covering direction.
    - 2. Arrange for a minimum number of seams and place them in inconspicuous and low traffic areas, but, in no case less than six inches away from parallel joints in flooring substrates.
    - 3. Match edges of sheet vinyl for color shading and pattern at seams.
    - 4. Avoid cross seams.
  - K. Extend sheet vinyl into toe spaces, door reveals, closets and similar openings.
  - L. Scribe, cut and fit sheet vinyl to butt tightly to vertical surfaces, permanent fixtures and built-in furniture, including cabinets, pipes, outlets, edgings, thresholds and nosings.
  - M. Install sheet vinyl on covers for telephone and electrical ducts and similar items occurring with finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers.
  - N. Produce completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks or other surface imperfections.
  - O. Heat-weld seams in sheet vinyl where indicated. Prepare, weld and finish seams to produce a surface flush with adjoining sheets.
  - P. Integral Flash cove Base: Where indicated, cove sheet vinyl up vertical surfaces to form integral base height of 6" over plastic cove stick with top edge butted against and covered by rubber binding cap.

- Q. Hand roll sheet vinyl in both directions from center out to embed floor coverings in adhesive and eliminate trapped air. At walls, door casings, and other locations where access by roller is impractical, press floor coverings firmly in place with flat-bladed instrument.
- R. Install reducers and threshold strips in a manner limiting surface variations to a maximum of 1/8" between these accessories and flooring materials. Use full length pieces only.
- S. Cove base to be installed on walls, applying adhesive on both wall and back of base. Wrap inside and outside corners. Butt straight sections and joints tightly. Only one seam per any wall and no section less than eighteen (18) inches per wall.

#### 3.4 REPAIR/RESTORATION

- A. Repair defects or replace with new materials; faulty materials or workmanship developed during guarantee period at no expense to the owner.

#### 3.5 CLEANING

- A. Perform the following operations immediately after installing sheet vinyl.
  - 1. Remove visible adhesive and other surface blemishes using cleaner recommended by floor covering manufacturers.
  - 2. Sweep or vacuum floor thoroughly.
- B. All project scraps shall be removed by Flooring Contractor to Contractor's trash container. Use of County trash containers is not permitted
- C. Initial mopping and floor polishing to be performed by Facilities Management janitorial services.

#### 3.6 PROTECTION

- A. Protect flooring against mars, marks, indentations and other damage from construction operations and placement of equipment and fixtures during construction periods.
  - 1. Supply brown paper at least 4' wide.
  - 2. Lay paper over partially demolished areas to prevent tracking of and spread of dust and debris.
  - 3. Tape paper to prevent movement and maintain paper in newly completed areas until the entire project has been completed.

**END OF SECTION**

**SHEET VINYL FLOOR COVERING**

Criteria	Minimum Standard	Proposed
Type	Homogenous sheet vinyl without backing	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Size	Nominal Thickness: 0.08" (min thickness)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Roll Size	6' x 90' length	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Abrasion Resistance	To ASTM D3884 with net weight loss after 1000 revolutions	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Chemical Resistance	5% acetic, 70% alcohol, white mineral oil, 5% sodium hydroxide, 5% hydrochloric acid, 5% sulfuric acid, 5% ammonia, 5.25% bleach, olive oil, kerosene, unleaded gasoline	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Coefficient of Friction (COF)	Surpasses ADA guidelines based on ASTM C1028 (wet and dry)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Critical Radiant Flux	To ASTM E648 to meet Class 1 per NFPA 253 (0.45 watts/sq cm minimum)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Dimensional Stability	Reported dimensional change per ASTM F2199	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Flexibility	Passes mandrel flexion per ASTM F137	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Hardness	Passes per ASTM D2240	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Heat Stability	Report results ≤ 8 per ASTM F1514 (7 days at 158°F)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Light Stability	Report results ≤ 8 per ASTM F1515 (300 hrs exposure to Xenon arc)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Smoke Density	To ASTM E662/NFPA 258 (<450)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Short-term Indentation	To ASTM F1914; 75 lb load on 0.25 diameter flat tip for 15 minutes; 0.007" maximum indent after 1 hour recovery	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Static Load Limit	To ASTM F970. Maximum residual compression at 0.005 inches after exposure to load noted on tested report after 24 hours	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
TVOC Emission Rate	To ASTM D5116 90 (0.132 @ 96 hours)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Post-Industrial Recycled Content	10% (LEED Certification MR 4.1)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Traffic Rating	Heavy Commercial/Extra Heavy	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Color	Multi-colored random chip, muted pastels (≥ 30), uniform disbursement throughout the thickness of wear layer	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Pattern	uniform disbursement throughout the thickness of each sheet	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Warranty	5 years on manufacturing defects	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Product Name		<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

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**SECTION 096519  
RESILIENT TILE FLOORING**

**PART 1 – GENERAL**

**1.1 SUMMARY**

A. This section includes the following:

1. Per each installation, comply with and provide all labor, materials, equipment and services necessary to furnish and install vinyl composition tile and related items as indicated and specified.
2. Twelve (12") x Twelve (12") VCT.
3. Twelve (12") x Twelve (12") Bio-Based VCT.
4. Adhesives.
5. Related accessories.
6. Bond and Moisture Tests.

B. Related Documents:

1. General Requirements Division I.

**1.2 REFERENCES**

A. Definitions

1. Vinyl Composition Tile: Type 1 smooth; Class 2 through-pattern; Type IV, Composition 1 vinyl composition, asbestos-free

B. Scraps: Partial VCT tiles remaining after regularly scheduled installation.

**1.3 SEQUENCING AND SCHEDULING**

- A. Wherever possible, install VCT and accessories after other finishing operations, including painting, have been completed.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

**1.4 SUBMITTALS**

- A. Demonstrate that proposed products are equal or better by completing chart attached.
- B. Certify that proposed products conform to or exceed all health/safety requirements and warranties listed on chart attached. Certifications to be on Manufacturers' letterheads and signed by an officer of the Corporation manufacturing the product and submitted to the Owner (after each installation to be included in the Operating and Maintenance Manual).

- C. Finish Plans: Contractor shall be responsible for all measurements. If drawings are provided, they are only to indicate spaces to receive VCT. They are not meant to be scaled.
- D. Submit required samples for evaluation, along with Manufacturers' color charts consisting of actual sections of VCT showing full range of colors and patterns available for each product proposed.
- E. Certificates signed by the floor covering Manufacturer certifying that installers comply with requirements specified under "Quality Assurance" article (at time of each installation).
- F. Bond and moisture testing data (on a case by case basis).
- G. Availability and delivery time (submitted with each quote).

#### 1.5 CLOSEOUT SUBMITTALS

- A. Lot numbers and other information which will enable identification of the certified VCT (to be included in the Operating and Maintenance Manual).

#### 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Maintenance materials of Rubber Base (no scraps or pieces), exclusive of materials required to properly complete installation, to be cartoned and tagged with labels identifying the manufacturer, brand name, quality or grade, color, dye lot, pattern, fire hazard classification, lot number and linear feet.
- B. Maintenance materials of VCT (no scraps or pieces), exclusive of materials required to properly complete installation. When product arrives it shall be separated from the shipment, tagged with labels identifying the manufacturer, brand name quality or grade, color, dye lot, pattern, and fire hazard classification. Maintenance materials will be no less than a full box (45 tiles).

#### 1.7 QUALITY ASSURANCE

- A. Manufacturer qualifications and requirements: Shall be an established VCT manufacturer for no less than ten (10) continual years.
- B. Vendor qualifications:
  - 1. Shall be approved by the manufacturer as an established flooring company for not less than five (5) continual years.
  - 2. Must be insured and bondable.
  - 3. Guarantee full value of replacement and installation of VCT for THREE (3) YEARS.
  - 4. Advise installer in proper procedures of installation.
  - 5. Inspect all VCT after manufacture for manufacturing defects.
  - 6. Inspect all surfaces to receive VCT and recommend accessories.
- C. Installer Qualifications: Engage installer that is certified by floor covering manufacturer as competent in the installation of VCT. Installer to have a minimum of five (5) continual years experience with the installation of VCT.

D. Single-Source responsibility for VCT: Obtain each type, color, and pattern of VCT from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the work.

E. Concrete Slab Test Methods:

1. Delmhorst Test Method as a preliminary test to determine moisture.
  - a. Perform one test per every 1000 sq. ft.
  - b. If preliminary testing indicates more than 5.0 moisture per 1000 sq. ft. per 24 hours then provide Owner written documentation and await instructions before proceeding with further moisture tests.
2. Calcium Chloride test method to determine moisture (on a case by case basis)
  - a. Perform one test per every 1000 sq. ft.
  - b. Send samples to an independent testing laboratory for results.
  - c. Provide written documentation on test results and to Owner.
3. Litmus Paper test method to determine Alkalinity
  - a. Perform one test per every 1000 sq. ft.
  - b. Provide written documentation on test results and submit to Owner.
  - c. Acceptable conditions should test in the range of 6.0 to 8.0.

#### 1.8 DELIVERY, STORAGE AND HANDLING

- A. Open cartons of tile in a clean, protected area and allow the product to off-gas for 48 hours prior to delivery to the job site. Re-seal the product in the original cartons, clearly labeled with identification of the manufacturer, brand name, quality or grade, fire hazard classification and lot number.
- B. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
- C. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- D. Store re-sealed materials in their undamaged cartons from weather, moisture, soiling, extreme temperatures, humidity, off ground to prevent sagging and warping. Maintain temperature in storage area above 40 degrees Fahrenheit.

#### 1.9 SITE CONDITIONS

- A. Pima County shall maintain a minimum temperature of 65 degrees Fahrenheit for 48 hours prior to installation, during installation and 48 hours after installation. After this period, Pima County shall maintain a temperature of not less than 55 degrees Fahrenheit.
- B. Do not install VCT until it is at the same temperature as the space where it is to be installed.

- C. Do not install VCT over concrete slabs until slabs, patches and/or floated areas have cured and are sufficiently dried to bond with adhesives as determined by the floor covering manufacturer's bond and moisture test and/or as directed by Owner.

#### 1.10 WARRANTY

- A. All of the work embraced herein shall be subject to the inspection and approval of Pima County Facilities Management.
  - 1. Guarantee period is THREE YEARS after the date of substantial completion per installation.
  - 2. Manufacturer's FIVE (5) YEAR limited wear warranty.
- B. Within the THREE (3) YEAR period if Owner has reasonable cause to doubt the performance of the installed goods, a sample of the questionable materials will be sent to an accredited and industry approved testing facility. If any part of the goods are found to be of lower than acceptable industry and manufacturer's tolerances, or were not installed as per manufacturer's standards, monetary compensation or replacement will be made by the vendor/manufacturer to Pima County, including cost of testing.
- C. Special project guarantee: Submit a written guarantee, executed by the contractor, installer and manufacturer, agreeing to repair or replace units which fail in materials or workmanship.

### PART 2 – PRODUCTS

#### 2.1 PRODUCT TYPE

- A. These requirements are not meant to be proprietary, but are intended to be the minimum standards considered for acceptance by Pima County. Manufacturer's names are used solely for the purpose of demonstrating these minimum requirements for quality, craftsmanship and style:
  - 1. Armstrong – Basis of Design.
  - 2. Roppe
  - 3. Amtico

#### 2.2 ACCESSORIES

- A. Adhesives: As per Manufacturers' requirements.
- B. Wall Base
  - 1. Roppe extruded rubber cove base (4" high x 1/8" thick).
    - a. 120 linear foot roll goods; cut lengths (4' pieces) are not acceptable; no molded or preformed corners.
    - b. Color standard for all projects shall be #100 Black or #147 Light Brown.
  - 2. Roppe extruded rubber threshold and reducer strips with appropriate butting gauge tapered to meet abutting materials.
- C. Concrete Slab Primer: See section 099726 Cementitious Coatings. Allow one (1) bag Ardex featheredge Floor Prep per 900 square feet of VCT.

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PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine areas where installation of VCT will occur, with installer present, to verify that substrates and conditions are satisfactory for installation and comply with floor covering manufacturer's requirements and those specified in this section. Subfloor to be free from cracks, holes, ridges and other defects impairing performance or appearance.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials whose presence would interfere with bonding of adhesive. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by floor covering manufacturer. Refer to Section 1.7 Quality Assurance, Item E, 1-3.
- C. Existing VAT, VCT or sheet vinyl flooring: Verify that all materials are tight and flat to the subfloor and well fastened at edges as per industry standards before proceeding with glue down installation of VCT.
- D. Do not proceed with installation until all unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Comply with manufacturer's installation specifications to prepare substrates indicated to receive VCT.
- B. Clean floors of dust, dirt, solvents, oil, grease, paint, plaster and other substances detrimental to proper performance of adhesive and VCT. Allow floors to dry thoroughly.
- C. Ensure concrete floors are free from scaling and irregularities and exhibit neutrality relative to acidity and alkalinity.
- D. Ensure floors are level, with maximum surface variation of ¼" in 10 feet, non-cumulative (on a case by case basis).
- E. Ensure floors are level with a maximum surface variation of 1/8" where VCT terminates at other flooring materials.

3.3 INSTALLATION

- A. MOST INSTALLATIONS WILL OCCUR AFTER REGULAR WORKING HOURS AND ON WEEKENDS.
- B. Furniture to be moved by Flooring Contractor, or coordinated to be moved by Flooring Contractor or a third party vendor under supervision of Flooring Contractor.
- C. Maintain on site a copy of the manufacturer's installation instructions. Comply with manufacturer's installation instructions and other requirements indicated that are applicable to this project.
- D. Notify PCFM Project Manager if doors need to be undercut.
- E. In the event a flooring project requires phasing: At the completion of each phase, use the appropriate reducer and/or joiner strips at temporary seams and edges. Do not secure these areas with duct tape or other surface adhesive.

- F. During new construction or remodel, sequence VCT installation with other work to minimize the possibility of damage and soiling during the remainder of the construction period.
- G. Maintain reference markers, holes or openings that are in place or plainly marked for future cutting by repeating on finish floor as marked on subfloor. Use chalk or other non-permanent marking devices.
- H. Following preparation spread adhesive in quantity and manner as per manufacturer's recommended installation instructions.
- I. Prior to installation, check matching of VCT to ensure there are no defects or visible variations between dye lots. If so, notify architect immediately.
- J. Lay tile in a checkerboard pattern with grain reversed in adjacent tiles unless otherwise specified. Avoid boarder tile pieces less than six (6) inches wide.
- K. Cut and fit VCT neatly around projections through floor and to walls and other vertical surfaces.
- L. Fit VCT snugly to walls or other vertical surfaces where no base is scheduled leaving no gaps.
- M. Install VCT on covers for telephone and electrical ducts and similar items occurring with finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers.
- N. Join seam in recommended manner so as not to detract from the appearance of the VCT installation and decrease its life expectancy. Ensure seams are straight, not overlapped or peaked, and free of gaps.
- O. Entire VCT installation to be laid tight and flat to subfloor, well fastened at edges and presenting a uniform, pleasing appearance. Ensure color, pattern and texture match within one area.
- P. Install reducers and threshold strips in a manner limiting surface variations to a maximum of 1/8" between these accessories and flooring materials. Use full length pieces only.
- Q. Cove base to be installed on walls, applying adhesive on both wall and back of base. Wrap inside and outside corners. Butt straight sections and joints tightly. Only one seam per any wall and no section less than eighteen (18) inches per wall.

#### 3.4 REPAIR/RESTORATION

- A. Repair defects or replace with new materials; faulty materials or workmanship developed during guarantee period at no expense to the owner.

#### 3.5 CLEANING

- A. Perform the following operations immediately after installing VCT coverings.
  - 1. Remove visible adhesive and other surface blemishes using cleaner recommended by floor covering manufacturers.
  - 2. Sweep or vacuum floor thoroughly.
- B. All project scraps shall be removed by Flooring Contractor to Contractor's trash container. Use of County trash containers is not permitted
- C. Initial mopping and floor polishing to be performed by Facilities Management janitorial services.

3.6 PROTECTION

- A. Protect flooring against mars, marks, indentations and other damage from construction operations and placement of equipment and fixtures during construction periods.
  - 1. Supply brown paper at least 4' wide.
  - 2. Lay paper over partially demolished areas to prevent tracking of and spread of dust and debris.
  - 3. Tape paper to prevent movement and maintain paper in newly completed areas until the entire project has been completed.

**END OF SECTION**

**RESILIENT TILE FLOORING**

Criteria	Minimum Standard	Proposed
Appearance	Multi-colored random chip, muted pastels and primaries ( $\geq 50$ ), uniform disbursement throughout the thickness (through-pattern)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Type	Type IV, Composition 1 per SS-T-312B	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	Class 2 per ASTM F 1066	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Gauge	Nominal Thickness: 1/8" (3.2 mm)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Size	12"x12"; squareness not out more than 0.010"	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Abrasion Resistance	To ASTM D3884 with net weight loss after 1000 revolutions	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Chemical Resistance	95% alcohol, tallow, mineral oil, vegetable oil, kerosene, 5% sodium hydroxide	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Coefficient of Friction (COF)	Surpasses ADA guidelines based on ASTM C1028 (wet and dry)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Critical Radiant Flux	To ASTM E648 to meet Class 1 per NFPA 253 (0.45 watts/sq cm minimum)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Dimensional Stability	No more than 0.024" change after 6 hours at 180°F	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Heat Stability	Report results $\leq 8$ per ASTM F1514 (7 days at 158°F)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Light Stability	Report results $\leq 8$ per ASTM F1515 (300 hrs exposure to Xenon arc)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Smoke Density	To ASTM E662/NFPA 258 (<450)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Short-term Indentation	To ASTM F1914; 30lb load on 0.25 diameter ball tip for 10 minutes; 0.010" to 0.021" maximum indent after 1 hour recovery	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Static Load Limit	To ASTM F970. ( $\geq 75$ psi)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
TVOC Emission Rate	To ASTM D5116 90 (0.132 @ 96 hours)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Post-Industrial Recycled Content	10% (LEED Certification MR 4.1)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Traffic Rating	Heavy Commercial/Extra Heavy	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Pattern	uniform disbursement throughout total thickness	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Warranty	5 years on manufacturing defects	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	5 year limited wear	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Product Name		<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Sample	Provide cross section sample minimum 4"x4" square	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

Note: In regards to ASTM F 1066, BIO-BASED's unique binder system does not contain polyvinyl chloride resins, plasticizers and stabilizers, so it does not meet the Materials requirements. However, it shall conform to the size, squareness, thickness, indentation, impact, deflection, resistance to chemicals and heat requirements.

**SECTION 096813  
CARPET TILE**

PART 1 – GENERAL

1.1 SUMMARY

A. This section includes the following:

1. Per each installation, comply with and provide all labor, materials, equipment and services necessary to furnish and install all Carpet Tiles and related items as indicated and specified.
2. Carpet Tiles.
3. Adhesives.
4. Related accessories.

B. Related Documents:

1. Section 099726 Cementitious Coatings.

1.2 REFERENCES

- A. Carpet Tile: 24" x 24" square; Group I - Severe or Extra Heavy Rated Commercial Tufted Tiles

1.3 SEQUENCING AND SCHEDULING

- A. Wherever possible, install carpet tile and accessories after other finishing operations, including painting, have been completed.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- D. Furniture: verify responsibility for moving of furniture for each project with county project manager.
- E. Systems Furniture lifting system: contractor shall have lift equipment available for use on any project and include that work in the project proposal.

1.4 SUBMITTALS

- A. Alternate product submittal: see Part 2 of this spec.
- B. Bond and moisture testing data (on a case by case basis).
- C. Availability and delivery time (submitted with each quote).

1.5 SURPLUS MATERIAL

- A. All surplus whole pieces of carpet tile and rubber base pieces longer than 15 feet, shall be added to JOC warehouse for future county projects.

1.6 QUALITY ASSURANCE

- 
- A. Single-Source responsibility for carpet tile: Obtain each type, color, and pattern of carpet tile from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the work.
  - B. Concrete Slab Test Methods:
    - 1. Delmhorst Test Method as a preliminary test to determine moisture.
      - a. Perform one test per every 1000 sq. ft.
      - b. If preliminary testing indicates more than 5.0 moisture per 1000 sq. ft. per 24 hours then provide Owner written documentation and await instructions before proceeding with further moisture tests.
    - 2. Calcium Chloride test method to determine moisture (on a case by case basis)
      - a. Perform one test per every 1000 sq. ft.
      - b. Send samples to an independent testing laboratory for results.
      - c. Provide written documentation on test results and to Owner.
    - 3. Litmus Paper test method to determine Alkalinity
      - a. Perform one test per every 1000 sq. ft.
      - b. Provide written documentation on test results and submit to Owner.
      - c. Acceptable conditions should test in the range of 6.0 to 8.0.

#### 1.7 DELIVERY, STORAGE AND HANDLING

- A. Open cartons of product in a clean, protected area and allow the product to off-gas for 48 hours prior to delivery to the job site. Re-seal the product in the original cartons, clearly labeled with identification of the manufacturer, brand name, quality or grade, fire hazard classification and lot number.
- B. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
- C. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- D. Store re-sealed materials in their undamaged cartons from weather, moisture, soiling, extreme temperatures, humidity, off ground to prevent sagging and warping. Maintain temperature in storage area above 40 degrees Fahrenheit.

#### 1.8 SITE CONDITIONS

- A. Finish Plans: Contractor shall be responsible for all measurements. If drawings are provided, they are only to indicate spaces to receive carpet tile. They are not meant to be scaled.

- B. Pima County shall maintain a minimum temperature of 65 degrees Fahrenheit for 48 hours prior to installation, during installation and 48 hours after installation. After this period, Pima County shall maintain a temperature of not less than 55 degrees Fahrenheit.
- C. Do not install carpet tile until it is at the same temperature as the space where it is to be installed.
- D. Do not install carpet tile over concrete slabs until slabs, patches and/or floated areas have cured and are sufficiently dried to bond with adhesives as determined by the floor covering manufacturer's bond and moisture test and/or as directed by Owner.

#### 1.9 WARRANTY

- A. All of the work embraced herein shall be subject to the inspection and approval of Pima County Facilities Management.
  - 1. Guarantee period is THREE YEARS after the date of substantial completion per installation.
  - 2. Manufacturer's FIVE (5) YEAR limited wear warranty.
- B. Within the THREE (3) YEAR period if Owner has reasonable cause to doubt the performance of the installed goods, a sample of the questionable materials will be sent to an accredited and industry approved testing facility. If any part of the goods are found to be of lower than acceptable industry and manufacturer's tolerances, or were not installed as per manufacturer's standards, monetary compensation or replacement will be made by the vendor/manufacturer to Pima County, including cost of testing.

### PART 2 - PRODUCTS

#### 2.1 PRODUCT TYPE

- A. These requirements are not meant to be proprietary, but are intended to demonstrate MINIMUM APPEARANCE, PERFORMANCE, AND HEALTH AND SAFETY STANDARDS in order to be considered for acceptance by Pima County. Manufacturer's names are used solely for the purpose of demonstrating these minimum requirements for quality, craftsmanship and style:
  - 1. The Mohawk Group – Basis of Design.
  - 2. Shaw Contract Group.
  - 3. Mannington Commercial.

#### 2.2 ACCESSORIES

- A. Adhesives: As per Manufacturers' requirements.
- B. Wall Base
  - 1. Roppe extruded rubber cove base (4" high x 1/8" thick), or approved equal.
    - a. 120 linear foot roll goods; cut lengths (4' pieces) are not acceptable; no molded or preformed corners.
    - b. Color standard for all projects shall be #100 Black or #147 Light Brown.

2. Roppe extruded rubber threshold and reducer strips with appropriate butting gauge tapered to meet abutting materials, or approved equal.
- C. Schluter Schlene stainless steel transition profile where carpet meets tile or concrete.
- D. Concrete Slab Primer: See section 099726 Cementitious Coatings.
- E. Trowelable Underlayments and patching Compounds: See section 099726 Cementitious Coatings.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas where installation of carpet tile will occur, with installer present, to verify that substrates and conditions are satisfactory for installation and comply with floor covering manufacturer's requirements and those specified in this section. Subfloor to be free from cracks, holes, ridges and other defects impairing performance or appearance.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials whose presence would interfere with bonding of adhesive. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by floor covering manufacturer. Refer to Section 1.6 Quality Assurance, Item B, 1-3.
- C. Do not proceed with installation until all unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Comply with manufacturer's installation specifications to prepare substrates indicated to receive carpet tile.
- B. Clean floors of dust, dirt, solvents, oil, grease, paint, plaster and other substances detrimental to proper performance of adhesive and carpet tile. Allow floors to dry thoroughly.
- C. Examine substrates to determine if there is any evidence of moisture, alkaline salts, carbonation or dust.
- D. Use trowelable leveling and patching compounds per floor covering manufacturer's direction to fill cracks, holes and depressions in substrates (See Section 099726).
- E. Ensure floors are level, with maximum surface variation of ¼" in 10 feet, non-cumulative (on a case by case basis).
- F. Ensure floors are level with a maximum surface variation of 1/8" where carpet tile terminates at other flooring materials.

### 3.3 INSTALLATION

- A. MOST INSTALLATIONS WILL OCCUR AFTER REGULAR WORKING HOURS AND ON WEEKENDS.
- B. Maintain on site a copy of the manufacturer's installation instructions. Comply with manufacturer's installation instructions and other requirements indicated that are applicable to this project.
- C. Notify PCFM Project Manager if doors need to be undercut.

- D. In the event a flooring project requires phasing: At the completion of each phase, use the appropriate reducer and/or joiner strips at temporary seams and edges. Do not secure these areas with duct tape or other surface adhesive.
- E. During new construction or remodel, sequence carpet tile installation with other work to minimize the possibility of damage and soiling during the remainder of the construction period.
- F. Maintain reference markers, holes or openings that are in place or plainly marked for future cutting by repeating on finish floor as marked on subfloor. Use chalk or other non-permanent marking devices.
- G. Following preparation spread adhesive in quantity and manner as per manufacturer's recommended installation instructions.
- H. Lay carpet tile in the direction indicated on the back of the tiles and as per manufacturer's installation instructions.
- I. Cut and fit carpet tiles neatly around projections through floor and to walls and other vertical surfaces leaving no gaps.
- J. Entire carpet tile installation is to be laid tight and flat to subfloor, presenting a uniform, pleasing appearance.
- K. Insure seams are straight, not overlapped or peaked and free of gaps
- L. Install reducers and threshold strips in a manner limiting surface variations to a maximum of 1/8" between these accessories and flooring materials. Use full length pieces only.
- M. Cove base to be installed on walls, applying adhesive on both wall and back of base. Wrap inside and outside corners. Butt straight sections and joints tightly. Only one seam per any wall and no section less than eighteen (18) inches per wall.

### 3.4 REPAIR/RESTORATION

- A. Repair defects or replace with new materials; faulty materials or workmanship developed during guarantee period at no expense to the owner.

### 3.5 CLEANING

- A. Perform the following operations immediately after installing carpet tile.
  - 1. Clean up dirt and debris and clean carpet of all spots with proper spot remover.
  - 2. Remove all loose threads with sharp scissors.
  - 3. Vacuum entire carpet installation thoroughly.
- B. All project scraps shall be removed by Flooring Contractor to Contractor's trash container. Use of County trash containers is not permitted

### 3.6 PROTECTION

- A. Protect flooring against mars, marks, indentations and other damage from construction operations and placement of equipment and fixtures during construction periods. Use protection methods indicated or recommended by floor covering manufacturer.

**CARPET TILES - PRODUCT CRITERIA MATRIX**

Name of Product Line Proposed: \_\_\_\_\_

<b>Physical Performance Requirements</b>		
<b>Criteria</b>	<b>Minimum Standard</b>	<b>Proposed</b>
Appearance	Pattern	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	Non-directional textured loop	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Appearance Retention Rating	Severe ( $\geq 3.5$ ARR) based on ASTM D-5252 (Hexapod) using 3750-gram tumbler or ASTM D-5417 (Vettermann) test method. Carpets Shall be tested without underlay. The exposure conditioned carpet shall be assessed according to CRI TM101	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Tuft Bind	Looped Pile shall comply with GSA Spec $\geq 10$ lbs	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Dimensional Stability	Aachen Test meets or exceeds GSA Spec $\pm 0.15\%$ maximum when wet	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Delamination Resistance of the Secondary Backing	Tufted Construction $\geq 3$ psi per ASTM D-3936	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Colorfastness	To Crocking: Crock Meter Method $\geq 4$ rating, wet and dry, per AATCC 165	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	To Light: minimum rating of 3-4 per AATCC 16E after: min 160 hrs for solution dyed yarn and min 60 hrs for yarn dyed yarn	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Antimicrobial Activity	Inherent in backing as registered with the EPA and integrated during production, topical finishes not allowed; Bound (chemically bonded to the fiber) in accordance with AATCC 174 & AATCC 138 guidelines demonstrating $>90\%$ reduction in bacterial growth after 24 hours with no visible fungal growth activity after 3 days following 15 washings	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Electrostatic Propensity	Inherent in both yarn and backing in accordance with AATCC 134 $\leq 3.5$ kV	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Flammability	a. Methenamine Pill Test: Self-Extinguishing - compliance with Federal Flammability Standards CPSC FF-1-70 when tested in accordance with ASTM D 2859	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	b. Radiant Panel: minimum critical radiant flux of 0.45 watts per square centimeter per ASTM E 648 Class 1	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	c. Smoke Density: maximum 450 Dmc in flaming mode per ASTM E 663	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Indoor Air Quality	a. Carpet: shall be only those certified with the CRI IAQ Carpet Testing Program Green Label, or tested for compliance to meet the CRI IAQ Carpet Testing Program requirements and criteria	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	b. Adhesive: shall be only those certified with the CRI IAQ Adhesive Testing Program Green Label or tested for compliance to meet the CRI IAQ Adhesive Testing Program requirements and criteria	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	c. All products (carpet and adhesives) from current production must be retested on a quarterly basis to ensure continuing compliance with CRI IAQ Test Program requirements	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Soil Resistance	Bonded/Bound per AATCC 189	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Stain Resistance	Red Dye Stain Scale rating of 8 per AATCC 175	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

<b>Material Requirements</b>		
<b>Criteria</b>	<b>Minimum Standard</b>	<b>Proposed</b>
Pile Fiber Type	100% continuous bulk filament (CBF) nylon, branded and carries a Federally registered Trademark, Type 6 <u>OR</u> Type 6.6 tested in accordance with AATCC 20	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Backing Materials	Asbestos Free	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Pile Density	Minimum 6300; pile density = 36 x pile yarn weight (oz/yd.) / pile thickness (Pile Thickness: ASTM D6859)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Primary Backing	Synthetic PVC Free tested in accordance with AATCC 20	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Secondary Backing	Synthetic PVC Free tested in accordance with ASTM D 629	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Recycled Content	Renewed nylon carpet, which is cleaned, retextured, recolored, or otherwise reused to produce new nylon carpet is acceptable; otherwise comply with the following recycled content requirements: a. Nylon Carpet Face Fiber: 25% minimum total recovered material content	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	b. Nylon Carpet Backing: For vinyl backing, use the highest percentage of total recovered materials content available; however 0% is not acceptable	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Reusability/Recyclability	All components shall be recyclable into either new carpet products or other nylon-based products, or shall be capable of being refurbished to the point of rendering them "almost new" and reusable	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Coordinating Products	should have coordinating broadloom	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

<b>Construction Requirements</b>		
<b>Criteria</b>	<b>Minimum Standard</b>	<b>Proposed</b>
Surface Texture	tufted pile, multi-level loop, pattern	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Yarn	multi-ply	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Tufting Machining Gauge	minimum 1/10 gauge	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Number of Stitches	minimum 8 per inch	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Finished Pile Thickness	minimum 0.125 inch (3.175 mm), maximum 0.250 inch (6.35 mm)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Average Finished Pile Yarn Weight	minimum 20 ounces per square yard	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Dye Method	Injection Yarn dyed or Solution dyed	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Color	Random multi-colored with minimum of three (3) distinct colors	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Finished Tile Size	24"x24" tiles	<input type="checkbox"/> Available <input type="checkbox"/> Unavailable
Squareness	Tolerance range $\pm 1/32$ " of dimensional specifications	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

<b>Assembled Product Warranties</b>		
<b>Criteria</b>	<b>Minimum Standard</b>	<b>Proposed</b>
Edge Ravel	$\geq 10$ years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Dimensional Stability	$\geq 10$ years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Delamination Resistance of the Secondary Backing	$\geq 10$ years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Static Protection	$\geq 10$ years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Zippering	$\geq 10$ years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

Antimicrobial Activity	≥ 10 years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Texture Retention	≥ 10 years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

**Qualifications**

Criteria	Minimum Standard	Proposed
Manufacturer Qualifications	no less than 10 continual years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Vendor Qualifications	approved by manufacturer as established flooring company for not less than 5 continual years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	must be insured and bondable	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	guarantee full value of replacement and installation for 3 years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	advise installer in proper procedures of installation	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	inspect product after manufacture for defects	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	inspect all surfaces to receive flooring and recommended accessories	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Installer Qualifications	certified by floor covering manufacturer and have minimum 5 years continual experience with installation	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

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

COMPLETE FORMULA #1: AVERAGE CARPET PILE YARN DENSITY and place the formula's results in the PROPOSED column of the above chart where indicated.

Legend:

w = Pile Yarn Weight (ounces/SY) t = Pile Thickness for loop piles (inches) T = Tuft Height for cut piles (inches)

36 x w 36 times Pile Yarn Weight divided by Pile Thickness (for loop pile) or Tuft Height (for cut pile) t (or T)

Sample Example:  $\frac{36 \times 30}{0.125} = 8,640$  Average Pile Yarn Density

$\frac{36 \times (\quad)}{0.125} = \quad$  (Place this answer in the PROPOSED column of the preceding Table)

COMPLETE FORMULA #2: WEIGHT DENSITY CARPET PILE YARN DENSITY and place the formula's results in the PROPOSED column of the above chart where indicated.

Legend:

w = Pile Yarn Weight (ounces/SY) t = Pile Thickness for loop piles (inches) T = Tuft Height for cut piles (inches)

36 x w<sup>2</sup> 36 times Weight squared (Weight times Weight) divided by Pile Thickness (for loop pile) or t (or T) Tuft Height (for cut pile)

Sample Example:  $\frac{36 \times 30 \times 30}{0.125} = 259,200$  Weight Density

$\frac{36 \times (\quad) \times (\quad)}{0.125} = \quad$  (Place this answer in the PROPOSED column of the preceding Table)

---

**SECTION 096816  
SHEET CARPETING (BROADLOOM)**

**PART 1 - GENERAL**

**1.1 SUMMARY**

A. This section includes the following:

1. Per each installation, comply with and provide all labor, materials, equipment and services necessary to furnish and install all carpet and related items as indicated and specified.
2. Broadloom Carpet.
3. Adhesives.
4. Related accessories.

B. Related Documents:

1. Section 099726 Cementitious Coatings.

**1.2 REFERENCES**

- A. Broadloom Carpet: 12' width; Group I - Severe Rated Commercial.
- B. Scraps: Carpet remaining from regularly scheduled installation not less than 3' wide x 3' long.

**1.3 SEQUENCING AND SCHEDULING**

- A. Wherever possible, install carpet and accessories after other finishing operations, including painting, have been completed.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- D. Furniture: verify responsibility for moving of furniture for each project with county project manager.

**1.4 SUBMITTALS**

- A. Alternate product submittal: see Part 2 of this spec.
- B. Bond and moisture testing data (on a case by case basis).
- C. Availability and delivery time (submitted with each quote).

**1.5 SURPLUS MATERIAL**

- A. All surplus whole pieces of carpet (full broadloom width and no less than three (3) feet in length) and rubber base pieces longer than 15 feet, shall be added to JOC warehouse for future county projects.

**1.6 QUALITY ASSURANCE**

- A. Single-Source responsibility for broadloom carpet: Obtain each type, color, and pattern of carpet from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the work.
- B. Concrete Slab Test Methods:
  - 1. Delmhorst Test Method as a preliminary test to determine moisture.
    - a. Perform one test per every 1000 sq. ft.
    - b. If preliminary testing indicates more than 5.0 moisture per 1000 sq. ft. per 24 hours then provide Owner written documentation and await instructions before proceeding with further moisture tests.
  - 2. Calcium Chloride test method to determine moisture (on a case by case basis)
    - a. Perform one test per every 1000 sq. ft.
    - b. Send samples to an independent testing laboratory for results.
    - c. Provide written documentation on test results and to Owner.
  - 3. Litmus Paper test method to determine Alkalinity.
    - a. Perform one test per every 1000 sq. ft.
    - b. Provide written documentation on test results and submit to Owner.
    - c. Acceptable conditions should test in the range of 6.0 to 8.0.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Open product in a clean, protected area and allow the product to off-gas for 48 hours prior to delivery to the job site. Re-packed and re-sealed rolls must remain clearly labeled with identification of the manufacturer, brand name, quality or grade, fire hazard classification and lot number.
- B. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.
- C. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- D. Store re-rolled and re-sealed materials in their undamaged cartons from weather, moisture, soiling, extreme temperatures, humidity, off ground to prevent sagging and warping. Maintain temperature in storage area above 40 degrees Fahrenheit.

1.8 SITE CONDITIONS

- A. Finish Plans: Contractor shall be responsible for all measurements. If drawings are provided, they are only to indicate spaces to receive carpet tile. They are not meant to be scaled.
- B. Pima County shall maintain a minimum temperature of 60 degrees Fahrenheit for 48 hours prior to installation, during installation and 48 hours after installation. After this period, Pima County shall maintain a temperature of not less than 55 degrees Fahrenheit.

- C. Do not install carpet until it is at the same temperature as the space where it is to be installed.
- D. Do not install carpet over concrete slabs until slabs, patches and/or floated areas have cured and are sufficiently dried to bond with adhesives as determined by the floor covering manufacturer's bond and moisture test and/or as directed by Owner.

#### 1.9 WARRANTY

- A. All of the work embraced herein shall be subject to the inspection and approval of Pima County Facilities Management.
  - 1. Guarantee period is THREE YEARS after the date of substantial completion per installation.
  - 2. Manufacturer's FIVE (5) YEAR limited wear warranty.
- B. Within the THREE (3) YEAR period if Owner has reasonable cause to doubt the performance of the installed goods, a sample of the questionable materials will be sent to an accredited and industry approved testing facility. If any part of the goods are found to be of lower than acceptable industry and manufacturer's tolerances, or were not installed as per manufacturer's standards, monetary compensation or replacement will be made by the vendor/manufacturer to Pima County, including cost of testing.

### PART 2 - PRODUCTS

#### 2.1 PRODUCT TYPE

- A. Basis of Design: The product criteria matrix at the end of this specification is based on Mohawk carpet. These requirements are not meant to be proprietary, but are intended to demonstrate MINIMUM APPEARANCE, PERFORMANCE, AND HEALTH AND SAFETY STANDARDS in order to be considered for acceptance by Pima County.
- B. Acceptable Manufacturers: Mohawk; Shaw.
- C. Alternate Products: Contractor shall submit a completed product criteria matrix, a samples book, and product literature for any product being proposed in lieu of the acceptable manufacturers.

#### 2.2 ACCESSORIES

- A. Adhesives: As per Manufacturers' requirements.
- B. Wall Base.
  - 1. Roppe extruded rubber cove base (4" high x 1/8" thick), or approved equal.
    - a. 120 linear foot roll goods; cut lengths (4' pieces) are not acceptable; no molded or preformed corners.
    - b. Color standard for all projects shall be #100 Black or #147 Light Brown.
  - 2. Roppe extruded rubber threshold and reducer strips with appropriate butting gauge tapered to meet abutting materials, or approved equal.
- C. Schluter Schlene stainless steel transition profile where carpet meets tile or concrete.
- D. Concrete Slab Primer: See section 099726 Cementitious Coatings.

- E. Trowelable Underlayments and patching Compounds: See section 099726 Cementitious Coatings.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas where installation of carpet will occur, with installer present, to verify that substrates and conditions are satisfactory for installation and comply with floor covering manufacturer's requirements and those specified in this section. Subfloor to be free from cracks, holes, ridges and other defects impairing performance or appearance.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials whose presence would interfere with bonding of adhesive. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by floor covering manufacturer. Refer to Section 1.6 Quality Assurance, Item B, 1-3.
- C. Existing VAT, VCT or sheet vinyl flooring: Verify that all materials are tight and flat to the subfloor and well fastened at edges as per industry standards before proceeding with glue down installation of carpet.
- D. Do not proceed with installation until all unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Comply with manufacturer's installation specifications to prepare substrates indicated to receive carpet.
- B. Successful Contractor(s) shall provide a seaming diagram for each project along with a written quote that reflects specific field conditions.
- C. Clean floors of dust, dirt, solvents, oil, grease, paint, plaster and other substances detrimental to proper performance of adhesive and carpet. Allow floors to dry thoroughly.
- D. Examine substrates to determine if there is any evidence of moisture, alkaline salts, carbonation or dust.
- E. Use trowelable leveling and patching compounds per floor covering manufacturer's direction to fill cracks, holes and depressions in substrates (See Section 099726).
- F. Ensure floors are level, with maximum surface variation of ¼" in 10 feet, non-cumulative (on a case by case basis).
- G. Ensure floors are level with a maximum surface variation of 1/8" where carpet tile terminates at other flooring materials.

#### 3.3 INSTALLATION

- A. MOST INSTALLATIONS WILL OCCUR AFTER REGULAR WORKING HOURS AND ON WEEKENDS.
- B. Maintain on site a copy of the manufacturer's installation instructions. Comply with manufacturer's installation instructions and other requirements indicated that are applicable to this project.
- C. Notify PCFM Project Manager if doors need to be undercut.

- D. In the event a flooring project requires phasing: At the completion of each phase, use the appropriate reducer and/or joiner strips at temporary seams and edges. Do not secure these areas with duct tape or other surface adhesive.
- E. During new construction or remodel, sequence carpet tile installation with other work to minimize the possibility of damage and soiling during the remainder of the construction period.
- F. Maintain reference markers, holes or openings that are in place or plainly marked for future cutting by repeating on finish floor as marked on subfloor. Use chalk or other non-permanent marking devices.
- G. Following preparation spread adhesive in quantity and manner as per manufacturer's recommended installation instructions.
- H. Lay carpet in the same direction throughout the space. Make no turns. Lay carpet as indicated on the seaming diagram and as per manufacturer's installation instructions.
- I. Cut and fit carpet tiles neatly around projections through floor and to walls and other vertical surfaces leaving no gaps.
- J. Install carpet on covers for telephone and electrical devices and similar items occurring with finished floor areas.
- K. Entire carpet tile installation is to be laid tight and flat to subfloor, presenting a uniform, pleasing appearance.
- L. Insure seams are straight, not overlapped or peaked and free of gaps
- M. Install reducers and threshold strips in a manner limiting surface variations to a maximum of 1/8" between these accessories and flooring materials. Use full length pieces only. No seams are allowed within the area of a threshold.
- N. Cove base to be installed on walls, applying adhesive on both wall and back of base. Wrap inside and outside corners. Butt straight sections and joints tightly. Only one seam per any wall and no section less than eighteen (18) inches per wall.

#### 3.4 REPAIR/RESTORATION

- A. Repair defects or replace with new materials; faulty materials or workmanship developed during guarantee period at no expense to the owner.

#### 3.5 CLEANING

- A. Perform the following operations immediately after installing carpet.
  - 1. Clean up dirt and debris and clean carpet of all spots with proper spot remover.
  - 2. Remove all loose threads with sharp scissors.
  - 3. Vacuum entire carpet installation thoroughly.
- B. Owner shall view all carpet scraps and retain any chosen for future repairs before they are removed from the job site. Neatly roll and tie scraps selected by Owner and leave at the project site. These scraps will not be considered part of the maintenance product.

- C. All project scraps shall be removed by Flooring Contractor to Contractor's trash container. Use of County trash containers is not permitted

3.6 PROTECTION

- A. Protect flooring against mars, marks, indentations and other damage from construction operations and placement of equipment and fixtures during construction periods. Use protection methods indicated or recommended by floor covering manufacturer.

**END OF SECTION**

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**BROADLOOM CARPET - PRODUCT CRITERIA MATRIX**

Name of Product Line Proposed: \_\_\_\_\_

<b>Physical Performance Requirements</b>		
<b>Criteria</b>	<b>Minimum Standard</b>	<b>Proposed</b>
Appearance Retention Rating	Severe (≥3.5 ARR) based on ASTM D-5252 (Hexapod) using 3750-gram tumbler or ASTM D-5417 (Vettermann) test method. Carpets shall be tested without underlay. The exposure conditioned carpet shall be assessed according to CRI TM101	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Tuft Bind	Looped Pile tuft bind of ≥ 20 lbs	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Dimensional Stability	maximum shrinkage of 1 percent in both length and width	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Delamination Resistance of the Secondary Backing	Tufted Construction ≥ 3 psi per ASTM D-3936	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Colorfastness	To Crocking: Crock Meter Method ≥ 4 rating, wet and dry, per AATCC 165	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	To Light: minimum rating of 3-4 per AATCC 16E after: min 160 hrs for solution dyed yarn	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Antimicrobial Activity	Inherent in backing as registered with the EPA and integrated during production, topical finishes not allowed; Bound (chemically bonded to the fiber) in accordance with AATCC 174 & AATCC 138 guidelines demonstrating >90% reduction in bacterial growth after 24 hours with no visible fungal growth activity after 3 days following 15 washings	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Electrostatic Propensity	Inherent in both yarn and backing in accordance with AATCC 134 ≤ 3.5 kV	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Flammability	a. Methenamine Pill Test: Self-Extinguishing - compliance with Federal Flammability Standards CPSC FF-1-70 when tested in accordance with ASTM D 2859	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	b. Radiant Panel: minimum critical radiant flux of 0.45 watts per square centimeter per ASTM E 648 Class 1	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	c. Smoke Density: maximum 450 Dmc in flaming mode per ASTM E 663	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Indoor Air Quality	a. Carpet: shall be only those certified with the CRI IAQ Carpet Testing Program Green Label, or tested for compliance to meet the CRI IAQ Carpet Testing Program requirements and criteria	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	b. Adhesive: shall be only those certified with the CRI IAQ Adhesive Testing Program Green Label or tested for compliance to meet the CRI IAQ Adhesive Testing Program requirements and criteria	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	c. All products (carpet, cushion and adhesives) from current production must be retested on a quarterly basis to ensure continuing compliance with CRI IAQ Test Program requirements	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Soil Resistance	Bonded/Bound per AATCC 189	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Stain Resistance	Red Dye Stain Scale rating of 8 per AATCC 175	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

<b>Material Requirements</b>		
<b>Criteria</b>	<b>Minimum Standard</b>	<b>Proposed</b>
Pile Fiber Type	100% continuous bulk filament (CBF) nylon, branded and carries a Federally registered Trademark, Type 6 <u>OR</u> Type 6.6 tested in accordance with AATCC 20	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Average Carpet Pile Yarn Density	Tested in accordance with ASTM D 418 (calculation: pile yarn weight (oz/yd.) x 36 / average pile height = carpet pile density)	Formula #1 =
Weight Density	Tested in accordance with ASTM D 418 (calculation: (2 x pile yarn weight (oz/yd.)) x 36 / average pile height = carpet pile density)	Formula #2 =
Backing Materials	Asbestos Free	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Primary Backing	Synthetic PCV Free tested in accordance with AATCC 20	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Secondary Backing	Synthetic PVC Free tested in accordance with ASTM D 629	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Recycled Content	Renewed nylon carpet, which is cleaned, retextured, recolored, or otherwise reused to produce new nylon carpet is acceptable; otherwise comply with the following recycled content requirements: a. Nylon Carpet Face Fiber: 25% minimum total recovered material content	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	b. Nylon Carpet Backing: For vinyl backing, use the highest percentage of total recovered materials content available; however 0% is not acceptable	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	c. Polymeric Cushion: Preference will be given to recycled content cushion backings	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Reusability/Recyclability	All components shall be recyclable into either new carpet products or other nylon-based products, or shall be capable of being refurbished to the point of rendering them "almost new" and reusable	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

<b>Construction Requirements</b>		
<b>Criteria</b>	<b>Minimum Standard</b>	<b>Proposed</b>
Surface Texture	tufted or woven pile, multi-level loop, pattern	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Yarn	multi-ply	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Tufting Machining Gauge	minimum 1/10 gauge	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Number of Stitches	minimum 8 per inch	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Finished Pile Thickness	minimum 0.125 inch (3.175 mm), maximum 0.250 inch (6.35 mm)	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Average Finished Pile Yarn Weight	minimum 20 ounces per square yard	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Dye Method	Injection Yarn dyed or Solution dyed	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Color	Random multi-colored with minimum of three (3) distinct colors	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Finished Size	12' wide	<input type="checkbox"/> Available <input type="checkbox"/> Unavailable

<b>Assembled Product Warranties</b>		
<b>Criteria</b>	<b>Minimum Standard</b>	<b>Proposed</b>
Edge Ravel	Lifetime	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Dimensional Stability	Lifetime	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

Delamination Resistance of the Secondary Backing	Lifetime	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Static Protection	Lifetime	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Zippering	Lifetime	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Antimicrobial Activity	Lifetime	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Texture Retention	Lifetime	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

**Qualifications**

Criteria	Minimum Standard	Proposed
Manufacturer Qualifications	no less than 10 continual years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Vendor Qualifications	approved by manufacturer as established flooring company for not less than 5 continual years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	must be insured and bondable	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	guarantee full value of replacement and installation for 3 years	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	advise installer in proper procedures of installation	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	inspect product after manufacture for defects	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	inspect all surfaces to receive flooring and recommended accessories	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Installer Qualifications	certified by floor covering manufacturer and have minimum 5 years continual experience with installation	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

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

COMPLETE FORMULA #1: AVERAGE CARPET PILE YARN DENSITY and place the formula's results in the PROPOSED column of the above chart where indicated.

Legend:

w = Pile Yarn Weight (ounces/SY) t = Pile Thickness for loop piles (inches) T = Tuft Height for cut piles (inches)

36 x w 36 times Pile Yarn Weight divided by Pile Thickness (for loop pile) or Tuft Height (for cut pile) t (or T)

Sample Example:  $\frac{36 \times 30}{0.125} = 8,640$  Average Pile Yarn Density

$\frac{36 \times ( )}{0.125} =$  \_\_\_\_\_ (Place this answer in the PROPOSED column of the preceding Table)

COMPLETE FORMULA #2: WEIGHT DENSITY CARPET PILE YARN DENSITY and place the formula's results in the PROPOSED column of the above chart where indicated.

Legend:

w = Pile Yarn Weight (ounces/SY) t = Pile Thickness for loop piles (inches) T = Tuft Height for cut piles (inches)

36 x w<sup>2</sup> 36 times Weight squared (Weight times Weight) divided by Pile Thickness (for loop pile) or t (or T) Tuft Height (for cut pile)

Sample Example:  $\frac{36 \times 30 \times 30}{0.125} = 259,200$  Weight Density

$\frac{36 \times ( ) \times ( )}{0.125} =$  \_\_\_\_\_ (Place this answer in the PROPOSED column of the preceding Table)

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**SECTION 099726  
CEMENTITIOUS FLOOR COATING**

**PART 1 - GENERAL**

**1.1 SUMMARY**

A. This section includes the following:

1. Per each installation, comply with and provide all labor, materials, equipment and services necessary to furnish and install all cementitious coatings and related items as indicated and specified.
2. Patching substances.
3. Underlayments.

B. Related Documents:

1. Section 096519 - Resilient Flooring.
2. Section 096813 - Carpet Tile.

**1.2 SEQUENCING AND SCHEDULING**

- A. Do not install over concrete or wood floors until they are sufficiently dry to bond with cementitious materials as per the manufacturer's recommended bond and moisture test..
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

**1.3 SUBMITTALS**

- A. Demonstrate that proposed products are equal or better by completing chart attached.
- B. Certify that proposed products conform to or exceed all health/safety requirements and warranties listed on chart attached. Certifications to be on Manufacturers' letterheads and signed by an officer of the Corporation manufacturing the product and submitted to the Owner (after each installation to be included in the Operating and Maintenance Manual).
- C. Finish Plans: Contractor shall be responsible for all measurements. If drawings are provided, they are only to indicate spaces to receive carpet tile. They are not meant to be scaled.

**1.4 QUALITY ASSURANCE**

- A. Installer Qualifications: Engage installer that is certified by floor covering manufacturer as competent in the installation of tile pavers, trim units and threshold with no less than five (5) years of documented experience with installations of similar scope, materials and design.

**1.5 DELIVERY, STORAGE AND HANDLING**

- 
- A. Deliver materials to the job site in the manufacturer's original, new, unopened packages and containers bearing manufacturer's name and label and the following information:
    - 1. Name or title of material.
    - 2. Product description (generic classification or binder type).
    - 3. Manufacturer's name, stock number and date of manufacture.
    - 4. Contents by volume, for major pigment and vehicle constituents.
    - 5. Thinning instructions.
    - 6. Application instructions.
    - 7. Color name and number.
    - 8. Handling instructions and precautions.
  - B. Inspect containers upon delivery to ensure that products are undamaged and properly protected.
  - C. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
  - D. Store re-sealed materials in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 50 degrees Fahrenheit. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
  - E. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing and applying the coatings.

#### 1.6 SITE CONDITIONS

- A. Environmental Limitations: Do not apply coatings until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions (50-95 degrees Fahrenheit; humidity exceeds 85 percent).
- B. Allow wet surfaces to dry thoroughly and attain the temperature and conditions specified before proceeding with or continuing the coating operation.
- C. Work may continue during inclement weather only if areas and surfaces to be coated are enclosed and the temperature within the area can be maintained within limits specified by the manufacturer during application and drying periods.

#### 1.7 WARRANTY

- A. All of the work embraced herein shall be subject to the inspection and approval of Pima County Facilities Management.
  - 1. Guarantee period is THREE (3) YEARS after the date of substantial completion per installation.

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## PART 2 - PRODUCTS

### 2.1 PRODUCT TYPE

- A. These requirements are not meant to be proprietary, but are intended to demonstrate MINIMUM APPEARANCE, PERFORMANCE, AND HEALTH AND SAFETY STANDARDS in order to be considered for acceptance by Pima County. Manufacturer's names are used solely for the purpose of demonstrating these minimum requirements for quality and craftsmanship:

1. Manufacturers.
  - a. Ardex – Basis of Design.
  - b. Mapei
2. Accessories.
  - a. Ardex P-51 Primer
  - b. Ardex P-82 Primer

### 2.2 ACCESSORIES

- A. Material Compatibility: Fillers, primers, finish coat material, and related materials that are compatible with one another and the substrates indicated under conditions of service and application as demonstrated by the manufacturer based on testing and field experience.
- B. Ardex P-51 primer or equal for use on old and new concrete floors.
- C. Ardex -82 primer or equal for use on terrazzo, quarry tile, ceramic tile, metal, epoxy flooring systems, hardwood or plywood and cut back adhesives.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions under which coatings will be applied for compliance with manufacturer's requirements for applying coatings. Surfaces to receive coatings must be thoroughly dry before coatings are applied.
- B. Do not proceed with installation until all unsatisfactory conditions have been corrected.
- C. Start of application will be construed as the applicator's acceptance of surfaces within that particular area.
- D. Coordinating Work: Review sections in which other coatings are provided to ensure compatibility of the total system for various substrates. On request, furnish information on the characteristics of specified finish materials to ensure compatible primers.
1. Notify the architect of problems anticipated using the coatings specified.

### 3.2 PREPARATION

- A. Remove the top layer, patches and other curing compounds that are loose, flaking, cracked or otherwise compromised and that may act as a bond breaker and/or affect the performance of the underlayment.
- B. All subfloors, regardless of material, must be solid, sound, thoroughly cleaned and properly primed.
- C. All subfloors must be adequate strength, clean and free of all oil, grease, dirt, curing compounds, and any substance which might act as a bond breaker. If necessary, mechanically clean using shot-blasting or other method. Acid etching or the use of solvents is not acceptable.
- D. Cutback and other adhesive residues must be thin, solid and well bonded to the subfloor. .
- E. All cracks in the subfloor shall be repaired to minimize telegraphing through the underlayment.
- F. Subfloors shall be inspected and corrected for moisture and any other conditions which could affect the performance of the underlayment or finished floor covering.

### 3.3 INSTALLATION

- A. Maintain on site a copy of the manufacturers' installation instructions. Comply with manufacturer's installation instructions and other requirements indicated that are applicable to the project.
- B. During new construction or remodel, sequence installation with other work to minimize the possibility of damage and soiling during the construction period.
- C. Maintain reference markers, holes or openings that are in place or plainly marked.
- D. Apply cementitious materials by brush, roller, spray, squeegee, or other applicators according to the manufacturer's installation instructions. Use brushes best suited for the material being applied. Use rollers of carpet, velvet back, or high-pile sheep's wool only if recommended by the manufacturer for the material and to achieve a smooth surface.
  - 1. Do not apply coatings over dirt, rust, scale, grease, moisture, scuffed surfaces or conditions detrimental to forming a durable coating film.
  - 2. Provide finish coats compatible with the primers used.
  - 3. The number of coats and film thickness required is the same regardless of the application method. If necessary, do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Where sanding is required, according to the manufacturer's directions, sand between applications to produce a smooth, even surface.
  - 4. Observe the basic rules of concrete work. Do not install below 50 degrees Fahrenheit surface temperature. Install quickly if floor is warm and follow hot weather precautions.
  - 5. Surface shall be true to plane within 1/4" maximum gap under a 10 foot edge in any direction in accordance with ACI 302.1, R-89 flatness tolerance (on a case by case basis).
- E. Priming
  - 1. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to the material required to be coated or finished that has not been prime-coated by others.

- a. Recoat primed and sealed substrates where there is evidence of suction spots or unsealed areas in the first coat to ensure a finish coat with no burn-through or other defects caused by insufficient sealing.
  2. Brush Application: Brush-out and work brush coats into surfaces in an even film. Eliminate cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections.
  3. Prime with Ardex P-51 primer or Ardex P-82 primer whichever is appropriate for the particular application as directed by the manufacturer's installation instructions.
  4. Mechanical Applications: Use mechanical methods to apply coating as per the manufacturer's installation instructions.
    - a. Wherever using spray application, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double-back with spray equipment building-up film thickness of two coats in one pass, unless recommended by the manufacturer
    5. When undercoats or other conditions show through the final coat, apply additional coats until the cured film has a uniform coating finish, color and appearance. Give special attention to edges, corners, crevices, welds, exposed fasteners, and similar surfaces to ensure that they receive a dry film thickness equivalent to that of flat surfaces.
    6. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convector covers, covers for finned tube radiation, grilles and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
      - a. Coat surfaces behind movable equipment and furniture the same as similar exposed surfaces.
      - b. Coat the back sides of access panels, removable or hinged covers and similar hinged items to match exposed surfaces.
      - c. Omit primer on metal surfaces that have been shop-primed and touch-up painted.
- F. Patching
1. Use patching compound as a filler for any areas over 1/4" deep. (Surface texture is rougher and not acceptable as a finished texture.) Apply following manufacturer's recommendations.
  2. Apply finish coat of self-leveling material over patch and not to exceed 1/4" thickness. Apply as per manufacturer's recommendations.
  3. By definition a patch shall not exceed an area 4' x 4' or 16 square feet.
- G. Scheduling Coating: Apply first coat to surfaces that have been cleaned, pre-treated, or otherwise prepared for coating and/or patched as soon as practicable after preparation and before subsequent surface deterioration.
1. Allow sufficient drying time between successive coats. Do not recoat until the coating has dried so it feels firm and does not deform or feel sticky under moderate thumb pressure and where applying another coat does not cause the undercoat to lift or lose adhesion.

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- H. Application Procedures: Apply coatings by brush, roller, spray or other applicators according to the manufacturer's installation instructions.
    - 1. Brushes: Use brushes best suited for the material applied.
    - 2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as per the manufacturer's installation instructions for the material and texture required.
    - 3. Spray Equipment: Use spray equipment with orifice size as per the manufacturer's installation instructions for the material and texture required.
  - I. Minimum Coating Thickness: Apply each material no thinner than the manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by the manufacturer.

### 3.4 REPAIR/RESTORATION

- A. Repair defects or replace with new materials; faulty materials or workmanship developed during guarantee period at no expense to the owner.

### 3.5 CLEANING

- A. Clean-up: At the end of each work day, remove rubbish, empty cans, rags and other discarded materials from the site. All project scraps shall be removed by Flooring Contractor to Contractor's trash container. Use of County trash containers is not permitted.
- B. After completing work, clean glass and spattered surfaces. Remove spattered coatings by washing, scraping or other methods. Do not scratch or damage adjacent finished surfaces.

### 3.6 PROTECTION

- A. Protect work of other trades, whether being coated or not, against damage from coating operation. Correct damage by cleaning, repairing, replacing and recoating as acceptable to the Architect. Leave in an undamaged condition.
- B. Provide "Wet Floor" signs to protect newly coated finishes. Remove temporary protective wrappings provided by others to protect their work after completing coating operations.
- C. At completion of other trades' construction activities, touch up and restore damaged or defaced coated surfaces.
- D. Protect installed tile work with draft paper or other heavy covering during construction period to prevent staining, damage and wear. Supply material at least 4 feet wide.
  - 1. Lay paper over newly completed areas in corridors.
  - 2. Lay paper over partially demolished areas to prevent tracking of and spread of dust and debris.

**END OF SECTION**

**COATINGS**

<b>Criteria</b>	<b>Minimum Standard</b>	<b>Proposed</b>
Construction	Group 1	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Self Leveling/Featheredge Underlayment	Ardex K-15	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	Class 5 - Heavy Commercial	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Set Time	3-4 Hours	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Compressive Strength	To ASTM C109/mod	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	4100 PSI after 28 days	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Installation of Standard Floor Coverings	16 Hours	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Initial Set	To ASTM C 191, 30 minutes @ 70 degrees Fahrenheit	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Final Set	To ASTM C 191, 2 hours @ 70 degrees Fahrenheit	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Flexural Strength	To ASTM C 348	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
	100 PSI after 28 days	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Flammability	To ASTM E-48-81a Multi	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Flame Spread	none	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Fuel Contribution	none	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Smoke Development	none	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply
Coverage	10lb bag covers 60 sq.ft., 1/8" thick and 30 sq.ft, 1/4" thick	<input type="checkbox"/> Complies <input type="checkbox"/> Does not comply

**End of Exhibit "A-1" Product Specifications**

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## EXHIBIT “B” GENERAL CONDITIONS (14 Pages)

### **ARTICLE 1 – DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 2 – RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES**

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

### **ARTICLE 3 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

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

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

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

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

- f. Use of Explosives -- Prohibited
- g. Preservation and Restoration of Property -- Contractor will be responsible for the preservation of all public and private property on the surface or underground, along and adjacent to the work and will conduct its operations so as to insure the prevention of injury or damage thereto. No land monuments

or property will be disturbed or moved until an authorized agent has witnessed or otherwise referenced their locations.

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

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

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

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

#### **ARTICLE 4 – ACCIDENTS**

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

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

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

#### **ARTICLE 5 – PIMA COUNTY BUILDING CODES**

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

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**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.

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**ARTICLE 12 – OWNERSHIP OF DRAWINGS**

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

**ARTICLE 13 – CONTRACTOR'S UNDERSTANDING**

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

**ARTICLE 14 – MATERIALS, APPLIANCES, EMPLOYEES**

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

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

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

**ARTICLE 15 – ROYALTIES AND PATENTS**

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

**ARTICLE 16 – SURVEYS, PERMITS, AND REGULATIONS**

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

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

**ARTICLE 17 – PROTECTION OF WORK AND PROPERTY**

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

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

**ARTICLE 18 – INSPECTION OF WORK**

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

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

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

**ARTICLE 19 – SUPERINTENDENCE - SUPERVISION**

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

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

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

**ARTICLE 20 – CHANGES IN THE WORK**

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

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

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

- a. By mutual acceptance of a lump sum, itemized and detailed with sufficient substantiating data, as requested by County, to permit evaluation.

- b. By unit prices named in the Contract or subsequently agreed upon.
- c. By cost and fixed fee.

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

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

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

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

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

#### **ARTICLE 21 – CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK**

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

#### **ARTICLE 22 – DEDUCTIONS FOR UNCORRECTED WORK**

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

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

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

#### **ARTICLE 23 – DELAYS AND EXTENSION OF TIME**

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

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

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

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

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

#### **ARTICLE 24 – SUSPENSION OF WORK**

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

#### **ARTICLE 25 – COUNTY'S RIGHT TO DO WORK**

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

#### **ARTICLE 26 – COUNTY'S RIGHT TO TERMINATE CONTRACT**

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

#### **ARTICLE 27 – REMOVAL OF EQUIPMENT**

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

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**ARTICLE 28 – USE OF COMPLETED PORTIONS**

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

**ARTICLE 29 – PAYMENTS WITHHELD**

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

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

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

**ARTICLE 30 – WARRANTY**

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

**ARTICLE 31 – LIENS**

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

**ARTICLE 32 – RIGHTS OF VARIOUS INTERESTS**

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

**ARTICLE 33 – SEPARATE CONTRACTS**

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

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

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

**ARTICLE 34 – DIRECTOR'S STATUS**

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

**ARTICLE 35 – CLAIMS AND DISPUTES**

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

Written notice of each such claim, demand, dispute, controversy or difference will be delivered by Contractor to County within fifteen (15) days of the occurrence of the event giving rise thereto and written supporting data will be submitted to County within forty-five (45) days of such occurrence unless County specifies a different period of time in writing to Contractor. The submission to County with respect to any such claim, demand, dispute, controversy or difference will be a condition precedent to any exercise by Contractor of such rights or remedies as Contractor may otherwise have under the Bid documents or at law in respect of any such claim, demand, dispute, controversy or difference.

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

**ARTICLE 36 – CLEANING UP**

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

**ARTICLE 37 – FIRE PREVENTION AND PROTECTION REQUIREMENTS FOR CONSTRUCTION PROJECT**

(a) PURPOSE:

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

(b) SCOPE:

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

(c) CONTRACTOR REQUIREMENTS:

1. Make a survey of the suitability and effectiveness of existing fire control facilities, measures and devices.
2. Arrange for, provide and install a sufficient number of portable fire extinguishers suitable for work operations in accordance with the requirements of the National Fire Protection Association and local agencies having jurisdiction.

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

20. No smoking or open fire of any kind will be permitted in areas where spray guns are in operation.
21. Wood sawdust and shavings and wood rubbish will not be allowed to accumulate on project site.
22. Adequate precautions will be taken to protect extensive formwork and scaffolding from exposure to and spread of fire.
23. Moveable heating devices, when used, will have safe clearances at bottom, top, and sides from combustible materials. Use of salamanders is generally prohibited; exceptions may be granted when use is considered essential.
24. Regularly scheduled inspections will be made by Contractor's authorized personnel to assure compliance with these and other jurisdictional requirements. Contractor's supervisory personnel will be instructed in their duties concerning safe fire protection practices.

#### **ARTICLE 38 – ARCHAEOLOGICAL FEATURES**

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

#### **ARTICLE 39 – PRODUCT AND MATERIAL DATA SAFETY SHEETS**

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

#### **ARTICLE 40 – SECURITY CHECK**

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 42 – WASTE DISPOSAL FACILITIES**

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

**ARTICLE 43 – AS-BUILT DRAWINGS**

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

**ARTICLE 44 – EXISTING CONDITIONS**

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

the site which differ materially from those indicated in this contract or unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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

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

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

**End of Exhibit "B" General Conditions**

## **EXHIBIT “C” SPECIAL CONDITIONS (3 Pages) MULTIPLE AWARD JOB MASTER AGREEMENT**

### **ARTICLE 1      JOB ORDERS**

#### **Overview of Job Order Contracting Arrangement**

This Master Agreement establishes a Multiple-Award, indefinite quantity, unit priced, or lump sum job order contracting arrangement for such construction services within the scope of this Agreement as COUNTY may request from time to time by issuance of an individual Job Order for each Project. COUNTY may select a Contractor for the award of a Job Order for a Project expected to cost less than \$30,000 based on availability or such other criteria as COUNTY may determine in its sole discretion. The selection of the Contractor for award of a Job Order for a Project including Federally funded projects valued at \$30,000--\$100,000 will be based on the responses to a simplified request for quotation covering either cost or cost and schedule from all Job Order Contractors under contract to PCFM. **Job order contractors must provide a quote within ten (10) business days of a request for quotation and begin work within ten (10) business days of the Notice to Proceed via the Purchase Order.**

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

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

(a) The Contract Price for each Job Order shall not exceed \$100,000.00, including any Change Orders. Therefore, to allow for Change Orders, the maximum initial amount of each Job Order will normally not exceed \$90,000.

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

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

#### **Content of Job Orders**

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

#### **Job Order Pricing**

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

### **ARTICLE 2 JOB ORDER DEVELOPMENT**

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

(a) For Projects under \$30,000, COUNTY will notify the selected contractor of a new Project and schedule a site visit to explain and discuss the project. Design documents, if any, will be provided to the Contractor by the

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

(b) When the COUNTY identifies a need for performance of a Project of \$30,000 -- \$100,000, the COUNTY will notify all Job Order Contractors under contract to PCFM, advise them of the nature of the Work to be done, and schedule a meeting or site visit to explain and discuss the Work and further refine the scope of the project. Design documents, if any, will be provided in advance of the meeting or site visit.

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

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

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

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

### **ARTICLE 3. JOB MANAGEMENT**

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

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

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

### **ARTICLE 5. CONSTRUCTION SITE SAFETY REQUIREMENTS**

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

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

#### **ARTICLE 6. TERMINATION FOR CAUSE**

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

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

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

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

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## **EXHIBIT “D” SUBCONTRACTOR SELECTION PLAN (1 Page)**

Subcontractor Selection Plan follows this page.