BID DOCUMENTS

IFB-PO-2200043

FY22 PAVEMENT REPAIR AND PRESERVATION PROGRAM
COUNTYWIDE ARTERIAL COLLECTOR ROADWAYS
SURFACE TREATMENT

December 8, 2021

Pima County Procurement Department
Design & Construction Division
150 West Congress Street, Fifth Floor
Tucson, Arizona 85701
(520) 724-3727
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ELECTRONIC FILES FOR DOWNLOAD:
   • IFB-PO-2200043-Google Earth, Countywide AC Roadways Surface Treatment
Pima County is seeking sealed bids for construction of FY22 Pavement Repair and Preservation Program, Countywide Arterial Collector Roadways Surface Treatment. The project consists of placing Rejuvenating Fog Seals and Micro Seal Surface Treatments, or other maintenance-related items as needed at various locations within Pima County.

Estimated cost for the project is between $700,000.00 and $900,000.00. The project shall be complete and in place within 60 working days from Notice to Proceed and/or no later than June 15, 2022, whichever comes first. Liquidated damages for late delivery will be assessed per PAG Standard Specification Section 108-9.

Due to the limited scope of work, no goal for participation by Small Business Enterprises (SBEs) has been established for this project. However, contractors are encouraged to maximize the use of registered SBEs where possible.

The contractor must have the appropriate license issued by the State of Arizona Registrar of Contractors in order to bid and maintain same through the duration of the project. Failure to have the appropriate license at the time of bid opening may result in rejection of the bid without further recourse and award of the contract to the next low responsive, responsible bidder. Pima County reserves the right to reject any and all bids or to withhold the award for any reason.

WHERE TO OBTAIN BID DOCUMENTS/DRAWINGS/ SPECS: Download solicitation at: https://vendors.pima.gov/. Contact Judy Cooper at 520-724-3727 for hard copy version No charge for first copy. $25.00 for additional copies.

BID DUE DATE/TIME: January 6, 2022, at or before 2:00 p.m. Local Tucson Time
LOCATION: Procurement Department, 150 W. Congress Street, 5th Floor, Tucson, AZ 85701
Public Bid Opening will be held via Microsoft Teams:
Click here to join the meeting
tel:+16026490382,,247211170#
United States, Los Angeles
Phone Conference ID: 247 211 170#

PRE-BID MEETING: December 15, 2021 10:00 a.m. Local Tucson Time
MICROSOFT TEAMS LINK: Microsoft Teams Meeting
Click here to join the meeting
tel:+16026490382,,565337673#
United States, Los Angeles
Phone Conference ID: 565 337 673#

DIRECT QUESTIONS IN WRITING TO: Dawn Dargan; Procurement Officer
E-mail: Dawn.Dargan2@pima.gov

PUBLISH: The Daily Territorial: December 8, 9, 10, & 13, 2021
1. **SCOPE**

The project consists of placing Rejuvenating Fog Seals and Micro Seal Surface Treatments, or and other maintenance-related items as needed at various locations within Pima County. Pavement markings, symbols, and legends is considered incidental. Maintenance and protection of traffic is considered incidental.

Estimated cost for the project is between $700,000.00 and $900,000.00. The project shall be complete and in place within 60 working days from Notice to Proceed and/or no later than June 15, 2022, whichever comes first. Liquidated damages for late delivery will be assessed per PAG Standard Specification Section 108-9.

The work shall be completed as called for in the Bid Documents, which includes the Notice of Invitation to Bid, Instructions to Bidders, Bid Proposal for Construction, Bid Schedule, Bid Bond, Construction Services Contract, Payment and Performance Bonds, General Conditions, Special Provisions, Project List and Location Maps, current edition of the PAG Standard Specifications for Public Improvements 2015 Edition with Amendments, and Bid Amendments (if any).

This bid document contains provisions and requirements that vary from, or are not included in, the Standard Specifications. The provisions of this document take precedence over the Standard Specifications.

2. **SMALL BUSINESS ENTERPRISE (SBE) GOAL**

Due to the limited scope of work, no goal for participation by Small Business Enterprises (SBEs) has been established for this project. However, contractors are encouraged to maximize the use of registered SBEs where possible.

3. **PRE-BID MEETING**

There will be a Microsoft Teams Pre-Bid meeting on the date and time specified in the NOTICE OF INVITATION TO BID. Attendance is not mandatory, but is encouraged.

4. **OMISSIONS, DISCREPANCIES, INTERPRETATIONS AND AMENDMENTS**

In the event the bidder has questions or discovers an apparent error or omission in the specifications or plans, or be in doubt as to their meaning, the bidder shall submit their question or comment in writing to: Dawn Dargan; Procurement Officer, Pima County Procurement Department, Design and Construction Division offices, County Administration Building, 150 W. Congress, 5th floor, Tucson, Arizona 85701, Fax 520-724-3646, or email Dawn.Dargan2@pima.gov. Requests received seven (7) calendar days or less prior to the original deadline for receiving bids may not be addressed. Any clarifications or interpretations of this solicitation that materially affect or change the scope or intent will be issued via amendment and posted by the County on the County's web site (https://vendors.pima.gov/). County will make an effort to notify proposers of amendments; 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 amendment(s) and to obtain this information in a timely manner. Failure to acknowledge any or all amendment(s) may be cause for rejection of the proposal.

No oral interpretations shall be made to any bidder as to the meaning of any of the bid documents, or be effective to modify any of the provisions of the bid documents. Bidder shall refer any questions or inquiries from constituents or interested parties received while performing site visits or field inspections of the proposed work areas concerning the anticipated scope of services to Pima County Department of Transportation, Community Relations Office, (520) 724-6410.
5. PROPRIETARY SPECIFICATIONS-SUBSTITUTIONS AND PRIOR APPROVAL OF ALTERNATIVE PRODUCTS PROCEDURES

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

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

A. Direct submittals from subcontractor’s, material vendors, or manufacturers will not be accepted. All prior approval requests shall be made by bidding general contractors. Submissions from subcontractors or suppliers will not be considered.

B. The County will be the sole judge of equivalency of proposed substitution(s).

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

D. Manufacturer’s data, which is readily available to the County, is not sufficient for establishing proof of quality.

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

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

G. The County Procurement Department will notify bidders of acceptance via a written addendum to the Bid Documents listing accepted substitutions.

Acceptance of substitutions shall not relieve Contractor from responsibility for complying with all other requirements of the Bid documents and coordinating substitution(s) with adjacent materials and other affected equipment.
Submit substitution requests to:
Dawn Dargan; Procurement Officer
Pima County Procurement Department, Design and Construction Division
150 W. Congress, 5th Floor
Tucson, Arizona 85701

CLEARLY IDENTIFY ON SUBMITTAL ENVELOPE THAT IT CONTAINS A SUBSTITUTION REQUEST or the package may be mistaken for a bid and not be opened.

6. BID SUBMISSION

ALL BIDDERS shall complete in the requested manner and submit its bid for the work specified under this contract the following:

a. BID SCHEDULE – Construction Services Contract Exhibit A – Bid Schedule (2 pages). Provide the price for each item of work in the requested manner in clearly documented figures (typewritten is preferred). All figures and signature by duly authorized representative must be in ink. Changes or corrections must be in ink and initialed in ink by the individual preparing the bid. Unit prices are to include the furnishing of all materials, plant, equipment, tools, all applicable taxes, bonds, and the performance of all labor and services necessary or proper for the completion of the work, unless otherwise expressly provided in these bid documents.

b. BID BOND – Bids must be accompanied by an original certified check, cashier’s check or surety bond for ten percent (10%) of the amount of the Total Bid Amount made payable to Pima County pursuant to A.R.S. § 34-201(A)(3). The Arizona Statutory Bid Bond form included in these documents is included for surety bonds. Bonding companies must be licensed in Arizona.

To ensure consideration, the bid should be enclosed in a sealed envelope addressed to the Pima County Procurement Department and marked: “IFB-PO-2200043 – FY22 PAVEMENT REPAIR AND PRESERVATION PROGRAM, COUNTYWIDE ARTERIAL COLLECTOR ROADWAYS SURFACE TREATMENT”

THE APPARENT LOW BIDDER shall submit by 4:00 p.m. local time the first full business day following bid opening the following:

a. Subcontractors List (See Paragraph 10 below.)

b. Responsibility Information (2 pages)

7. DATE AND PLACE FOR OPENING BIDS

Pursuant to the “Notice of Invitation to Bid,” sealed bids for performing the work will be received and opened via Microsoft Teams at the Pima County Procurement Department Design and Construction Division offices, County Administration Building, 150 W. Congress, 5th floor, Tucson, Arizona 85701. This facility is wheelchair accessible. Upon request, ten (10) working days prior to bid opening, a signer will be provided for the hearing impaired.

Bids will be received until the date and time stated in the Notice of Invitation to Bid. Bids will be opened on Microsoft Teams and publicly and read immediately thereafter. Late bids will not be considered, and will be returned unopened.
Mandatory Face Mask:
Pima County requires the use of face masks in accordance with Administrative Procedure 3-35. This Administrative Procedure is designed to improve public and employee safety during the COVID-19 pandemic. Everyone is required to wear a mask in all County facilities including common areas, lobbies, and elevators; in areas where proper physical distancing is not possible (less than six (6) feet); in areas where there is not a protective barrier; masks are not required in parking garages if the appropriate physical distancing is maintained. Anyone accessing County facilities may request a mask and the County will provide one.

8. EVALUATION AND AWARD

Bidders shall guarantee bid prices for sixty (60) calendar days after the date of bid opening to allow adequate time for evaluation and award. If in the best interests of the County, the bid shall be recommended for award to the lowest, most responsive, responsible bidder, on the basis of the Total Bid Amount. Mistakes in bids shall be handled in accordance with § 11.12.010(G) of the Pima County Procurement Code. The County reserves the right to reject any and all proposals or to withhold the award for any reason.

The Pima County Procurement Department will return the Bid Guaranty of unsuccessful bidders as soon as practical after the opening of Bids and the determination of the low bidder.

Prior to approval of award by the Pima County Procurement Director, the Pima County Procurement Department Design and Construction Division will issue a Notice of Recommendation for Award (NORFA). This act constitutes the acceptance of a bid. The acceptance of a bid shall bind the successful bidder to the executed Construction Services Contract and to complete the work at the price bid within the time stipulated or be responsible for liquidated damages as provided. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the County.

The successful bidder will be required to execute the contract and return it to the Pima County Procurement Department, Design and Construction Division within ten (10) days after receipt of NORFA, complete with required bond forms and insurance certificates. Failure or neglect to do so shall constitute a breach of the contract and may result in termination.

9. NON-COLLUSION

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

10. SUBCONTRACTORS

Pima County does not support post-bid price competition (i.e. “bid shopping”). To discourage “bid shopping” on construction projects, the apparent low bidder must submit, by 4:00 P.M. local time on the first full business day following bid opening, a list of all first tier subcontractors with whom the bidder intends to subcontract for more than one percent (1%) of their total bid amount or $10,000.00 whichever is greater. The list must be submitted on the form included in these bid documents and provide each subcontractor’s name, license number(s), type of work and the dollar amount of their subcontract(s). Failure to submit the required list by the deadline shall result in the bidder being declared ineligible for award unless the County determines it would be contrary to the County’s interests.

If the apparent low bid is nonresponsive or the bidder is otherwise ineligible for award, the County will notify the next low responsive bid submitted by a responsible bidder to submit their subcontractor list by 4:00 P.M. local time on the first full business day following actual notice of the requirement.
Submission of the subcontractor list shall constitute certification that the listed subcontractors will perform work on the project in an amount reasonably close to that stated on the subcontractor list. No subcontractor may be added or changed without the prior written approval of the County subsequent to review and approval by the Administering Department Director and Procurement Director. Substitution of non-SBE subcontractors may be approved at the discretion of the County for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of the County. Approval for substitution of SBE subcontractors that are listed on the Bidders Statement of Proposed SBE Utilization submitted with the bid will only be granted if the provisions of Title 20.28.050 of the Pima County Code have been met.

11. SUSPENSION & DEBARMENT

By submitting this bid, the bidder is certifying that neither it nor any of its principals are currently suspended or debarred, or under consideration for suspension or debarment, by any public agency or entity at the local, state or Federal level. The County Board of Supervisors reserves the right to reject the bid/proposal response of any persons or corporations who have previously defaulted on any contract with Pima County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in Pima County Code Chapter 11.28 and 11.32.

12. ARIZONA CONTRACTOR’S LICENSE

The contractor must have the appropriate license issued by the State of Arizona Registrar of Contractors in order to bid and maintain same through the duration of the project. Failure to have the appropriate license at the time of bid opening may result in rejection of the bid without further recourse and award of the contract to the next low responsive, responsible bidder.

13. UNBALANCED BIDS

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

14. JOINT VENTURES

Bidders that submit a bid as a Joint Venture must include a copy of any Joint Venture Agreement at the time of bid naming Pima County as a third party beneficiary of the Joint Venture Agreement. The bid bond must be presented in the Joint Venture’s name as the Principal. The Joint Venture must be validly formed as an Arizona corporation, partnership, or other separate legal entity (a “Joint Venture Entity”) with the Joint Venture Entity registered as a Vendor with Pima County at the time of bid. The bid must be executed by all of the Joint Venture participants or by one Joint Venture participant with a letter of authorization from the other Joint Venture participants. In the event the Joint Venture is the lowest bidder and is awarded the project, but the Joint Venture has failed to validly form a Joint Venture Entity with the Joint Venture Entity registered as a Vendor with Pima County at the time of bid, the Joint Venture participants will execute a single Contract with Pima County with each Joint Venture participant as a separate Contractor under the Contract. Each such Contractor will be jointly and severally liable for performance under the contract, and the required Payment and Performance Bonds will identify the individual Contractors (see Construction Services Contract).

15. PUBLIC INFORMATION

Responses to this solicitation shall be considered public information after award and execution of the contract. Handling of confidential information is reflected in Article 29 of the sample contract included in this solicitation.
16. **VENDOR REGISTRATION**

Pima County has implemented an internet-based vendor registration system for Pima County Vendor Self Service (VSS). This system allows Vendors to create and maintain their own Vendor record online using a standard internet browser. The internet link for Vendor Registration is [http://www.pima.gov/procure/venreg.htm](http://www.pima.gov/procure/venreg.htm). All Contractors must register in VSS.

17. **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) 724-7700 or contact One Stop at [https://webcms.pima.gov/cms/One.aspx?portalId=169&pageId=959](https://webcms.pima.gov/cms/One.aspx?portalId=169&pageId=959).

18. **PROTESTS**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

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**End of Instructions to Bidders**
REQUEST FOR PRIOR APPROVAL OF SUBSTITUTE ITEMS OR SYSTEMS

Pima County Procurement Department
IFB-PO-2200043
FY22 Pavement Repair and Preservation Program
COUNTYWIDE ARTERIAL COLLECTOR ROADWAYS SURFACE TREATMENT

A complete reproduction of this form must accompany all requests for prior approval. Failure to submit this form with request may be cause for rejection. Substituted items or systems may be incorporated into the Work only after receipt of County's written approval in the form of an addendum.

Note: This request must be received at least eight (8) calendar days prior to the original deadline for receiving bids.

[Subcontractor] [Material Vendor] [Manufacturer]: ________________________________

____________________________________________________________________________

Item or System: ________________________________

Specification Section Reference: ________________________________

Drawing Reference: ________________________________

Affect, if any, on Construction Time: ________________________________

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

____________________________________________________________________________

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

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

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

SIGNATURE: ________________________________ DATE: ________________________________

PRINTED NAME & TITLE: ________________________________

FIRM NAME: ________________________________
The undersigned Bidder hereby acknowledges receipt of the complete Bid Documents for this project and has examined and is familiar with all documents, including those incorporated by reference, which are applicable to this project. By executing this Bid Schedule, BIDDER hereby proposes and agrees to furnish any and all required labor, material, construction equipment, transportation and services for the project in strict conformity with the Bid Documents, at the unit prices set in this Exhibit A. Failure to execute this Bid Schedule shall result in Bid being deemed nonresponsive.

### FY22 COUNTYWIDE AC ROADWAYS SURFACE TREATMENT

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PAG SECTION</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>6</td>
<td>4040138</td>
<td>Asphalt Emulsion Fog Coat with Rejuvenator and anti-skid material (BSA-35)</td>
<td>242</td>
<td>TONS</td>
<td>$</td>
<td>$</td>
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<tr>
<td>7</td>
<td>4040200</td>
<td>Micro Seal Surface Treatment Aggregate (Type III, per MAG specification)</td>
<td>600</td>
<td>TONS</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>4040153</td>
<td>Polymer Modified Asphalt Emulsion Micro Seal (PMCQS-1h or LMCQS-1h, Per MAG specification)</td>
<td>80</td>
<td>TONS</td>
<td>$</td>
<td>$</td>
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<tr>
<td>9</td>
<td>901</td>
<td>Mobilization</td>
<td>1</td>
<td>LUMP SUM</td>
<td>$</td>
<td>$</td>
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<tr>
<td>10</td>
<td>930</td>
<td>Incidental Items Allowance (Misc. Work)</td>
<td>155,000</td>
<td>USD</td>
<td>1.00</td>
<td>$ 155,000</td>
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**TOTAL:** $
BIDDER SHALL SIGNIFY RECEIPT OF AMENDMENT(S) (IF ANY). Any bid that fails to acknowledge any amendment that directly affects cost, scope or schedule will be rejected as nonresponsive.

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<th>Amendment #</th>
<th>By (Bidder Initials)</th>
<th>Date</th>
<th>Amendment #</th>
<th>By (Bidder Initials)</th>
<th>Date</th>
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BIDDER HEREBY CERTIFIES that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

SIGNATURE: ___________________________ DATE: ___________________________

PRINTED NAME & TITLE: ___________________________

LEGAL COMPANY NAME: ___________________________

TELEPHONE NO.: ( _______________ ) EMAIL: ___________________________

CORPORATE HEADQUARTERS (CITY, STATE) ___________________________

ARIZONA CONTRACTOR'S LICENSE NUMBER: ___________________________ CLASS: ___________________________

ARIZONA CONTRACTOR'S LICENSE NUMBER: ___________________________ CLASS: ___________________________
ARIZONA STATUTORY BID BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES

KNOW ALL MEN BY THESE PRESENTS THAT: _____________________________________________

hereinafter “Principal”), as Principal, and _____________________________________________

(hereinafter “Surety”), a corporation organized and existing under the laws of the State of ________________, with

its principal offices in the City of ___________________________, holding a certificate of authority to transact surety

business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article

1, as Surety, are held and firmly bound unto Pima County, Arizona, (hereinafter “Obligee”), in the sum of Ten

Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described

below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators,

executors, successors and assigns, jointly and severally, firmly by these presents.

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

**IFB-PO-2200043**

**FY22 PAVEMENT REPAIR AND PRESERVATION PROGRAM**

**COUNTYWIDE ARTERIAL COLLECTOR ROADWAYS SURFACE TREATMENT**

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall

enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and

certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful

performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of

the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and

certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond

between the amount specified in the proposal and such larger amount for which the Obligee may in good faith

contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it

remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of

Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with

the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this ____________ day of __________________, 20______.

_________________________________ By: ________________________________

Principal

_________________________________ By: ________________________________

Surety
SUBCONTRACTORS LIST

The apparent low bidder shall submit by 4:00 p.m. local time the first full business day following bid opening.

<table>
<thead>
<tr>
<th>COMPANY NAME and LICENSE NO.</th>
<th>TRADE</th>
<th>DOLLAR AMOUNT</th>
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I hereby certify by signing below that the foregoing firms shall be contracted to work on the trades identified above for this project. The information shown above is a true reflection of the proposed subcontracts.

SIGNATURE: ___________________________ DATE: ________________

PRINTED NAME & TITLE: ___________________________

FIRM NAME: ___________________________

SUBCONTRACTORS LIST
The apparent low bidder shall submit by 4:00 p.m. local time the first full business day following bid opening.

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

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

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

Please complete the following:

Company Legal Name: ____________________________________________________________

Point of Contact: __________________________________________________________________

Position: _________________________________________________________________________

Address: _______________________________________________________________________

City: ____________________________ State: _________ Zip: __________

Telephone: ______________________ Email: ________________________________

The Contractor certifies, to the best of its knowledge and belief, that the Contractor and/or any of its Principals—

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

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

Certification of Prior Contract Performance

In the last three years -

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

Yes [ ] No [ ]

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

Commercial _____ %  Public/Government _______ %

What was the total amount of construction work your firm has completed in the prior periods?

2020: Number of Contracts ______  Total Value $______________________

2019: Number of Contracts ______  Total Value $______________________

2018: Number of Contracts ______  Total Value $______________________

Do you have reason to expect your firm will be or is your firm currently subject to legal action or bankruptcy proceedings that could materially impact your ability to perform this work?

Yes [ ] No [ ]

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

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

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

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

SIGNATURE: ________________________________ DATE: __________________

PRINTED NAME & TITLE: ________________________________
SAMPLE CONTRACT

PIMA COUNTY DEPARTMENT OF TRANSPORTATION

PROJECT: FY22 PAVEMENT REPAIR AND PRESERVATION PROGRAM
COUNTYWIDE ARTERIAL COLLECTOR ROADWAYS SURFACE TREATMENT

CONTRACTOR:

CONTRACT NO.: AMOUNT: FUNDING:

CONSTRUCTION SERVICES CONTRACT

1. Parties, Background and Purpose.

1.1. Parties. This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called County, and < Contractor >, hereinafter called Contractor, and collectively referred to as the Parties.

1.2. Authority. County requires, consistent with the provisions of A.R.S. Title 34, the services of a Contractor to provide all equipment, labor, and materials required to construct the FY22 Pavement Repair and Preservation Program, Countywide Arterial Collector Roadways Surface Treatment Project ("Project").

1.3. Solicitation. County previously issued Solicitation No. IFB-PO-2200043 (the Solicitation). Contractor submitted the low responsive, responsible bid in response to the Solicitation for said work and is qualified and willing to provide such services.

2. Term and Extension/Renewal/Changes.

2.1. Initial Term. This Contract, as approved by the Procurement Director, commences on ____________, and terminates on ____________, unless sooner terminated or further extended pursuant to the provisions of this Contract.

2.2. Construction Completion. Construction completion time for the work to be performed under this Contract will be 60 working days after the date of Notice to Proceed. Liquidated damages will be assessed based upon the construction completion time.

2.3. Extension Options. County has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

3. Scope of Services. Contractor will provide County all labor, materials and equipment necessary to complete the Project. All work will be done per specifications called for in the bid documents in Pima County Solicitation Number IFB-PO-2200043, Exhibit B – General Conditions (10 pages), Exhibit C – Special Provisions (20 pages including attachments), PAG Standard Specifications for Public Improvements 2015 Edition with Amendments, and other documents incorporated into this Contract.

4.1 Compensation. County will pay Contractor as specified.

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

4.1.1.1 For the period of record retention required under Article 24, County reserves the right to question any payment made under this Article and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

4.1.2 Price. Total payment for this Contract will not exceed ($XX,XXX.XX). County will make payments based on Exhibit A: Bid Schedule (2 pages) submitted by Contractor in response to Solicitation No. IFB-PO-2200043. County will pay line items for which the “Unit” is defined as L.S. as “Lump Sum”. County will measure and pay the unit price for the actual quantities of work performed for other line items for which the “unit” is defined as a unit of measure (i.e., “each”, “L.F.”, etc.) and for which there is a Unit Price in accordance with the Pima Association of Governments Standard Specifications for Public Improvements (“Standard Specifications”). The quantities of unit-priced items stated in the bid schedule are estimates only and the actual quantities may be either less or more than stated in the Bid Schedule.

4.1.3 Work Performed. Contractor will not perform work in excess of the contract amount without prior authorization by an amendment executed by the Parties. Work performed in excess of the contract amount without prior authorization by amendment is at Contractor’s own risk.

5. Insurance. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

5.1. Ratings. Contractor’s insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an “A.M. Best” rating of not less than A- VII. County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

5.2. Insurance Coverages and Limits.

5.2.1. Minimum Scope and Limits of Insurance: Contractor will procure and maintain at its own expense insurance policies (the “Required Insurance”) satisfying the below requirements (the “Insurance Requirements”) until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor’s indemnity obligations under this Contract. County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

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

5.2.1.2. Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of $1,000,000 each accident.
5.2.1.3. Workers’ Compensation and Employers’ Liability - Statutory requirements and benefits for Workers’ Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer’s Liability coverage- $1,000,000 each accident and each person - disease.

5.2.1.4. Claims-Made Coverage. Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

5.3. Additional Insurance Requirements:

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

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

5.3.2. Subrogation: The General Liability, Business Automobile Liability and Workers’ Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.

5.3.3. Primary Insurance: The Contractor’s policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance.

5.3.4. Insurance provided by Contractor shall not limit Contractor’s liability assumed under the indemnification provisions of this Contract.

5.4. Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, County will receive not less than 30 days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the County project or contract number and project description.

5.5. Verification of Coverage:

Contractor will furnish County with certificates of insurance as required by this Contract. An authorized representative of the insurer will sign the certificates.

5.5.1. All certificates and endorsements, as required by this Contract, are to be received and approved by County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
5.5.2. All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County project or contract number and project description on the certificate. County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

5.6. Approval and Modifications:

County’s Risk Management Department may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County’s failure to obtain a required insurance certificate or endorsement, the County’s failure to object to a non-complying insurance certificate or endorsement, or the County’s receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

6. Indemnification.

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

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

6.3. 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.

7. Laws and Regulations.

7.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract.

7.2. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought and maintained in Superior Court in Pima County.

8. Status of Independent Contractor. Contractor is an independent Contractor and Contractor is not an employee of County and is not entitled to receive any of the fringe benefits associated with County employment, and will not be subject to the provisions of the County’s merit system. Contractor is responsible for payment of all Federal, State and Local taxes associated with the compensation received by Contractor from County. Contractor is responsible for program development and operation without supervision by County.


9.1. Performance. Contractor will perform the work with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. Contractor will employ suitably trained and skilled personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain County’s approval.
9.2. **Responsibility.** Contractor is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under this Contract. Without additional compensation, Contractor will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Contract, regardless of County having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to County.

9.3. **SubContractor License.** Contractor will ensure that all SubContractors have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Contract. Contractor will not permit any SubContractor to perform work that does not fall within the scope of the SubContractor's license, except as may be permitted under the rules of the Registrar of Contractors.

9.4. **Subcontractor Acts and Omissions.** Contractor will be fully responsible for all acts and omissions of its SubContractor(s) and of persons directly or indirectly employed by SubContractor and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of County to pay any SubContractor, except as may be required by law.

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

10. **Assignment.** Contractor will not assign its rights or obligations under this Contract in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

11. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any SubContractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

12. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

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

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

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

16.1. Upon a failure by Contractor to cure a default under this Contract within 10 days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Contract for default by written notice to Contractor. In this event, County may take over the work and complete it by Contract or otherwise. 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.

16.2. Default Events. The following constitutes an event of default:

16.2.1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;

16.2.2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;

16.2.3. Failure to provide competent supervision at the site;

16.2.4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient material;

16.2.5. Failure to make prompt payment to SubContractors or suppliers for material or labor;

16.2.6. Loss of Contractor’s business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude Contractor’s performance of this Contract;

16.2.7. Disregard of laws, ordinances, or the instructions of County or its representatives, or any otherwise substantial violation of any provision of the Contract; or

16.2.8. 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.

16.3. Termination. In the event of a termination for default:

16.3.1. 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 business days after the effective date of the termination;

16.3.2. 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

16.3.3. Subject to the immediately preceding subparagraph 16.3.2, 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.

16.4. Non-Termination. County will not terminate the Contract for default or charge Contractor with damages under this Article if:
16.4.1. Except for subparagraph 16.2.8 in subsection 16.2 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:

16.4.1.1. Acts of God or of the public enemy,
16.4.1.2. Acts of County in either its sovereign or contractual capacity,
16.4.1.3. Acts of another Contractor in the performance of a contract with County,
16.4.1.4. Fires,
16.4.1.5. Floods,
16.4.1.6. Epidemics,
16.4.1.7. Quarantine restrictions,
16.4.1.8. Strikes,
16.4.1.9. Freight embargoes,
16.4.1.10. Unusually severe weather, or
16.4.1.11. Delays of SubContractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and the SubContractor(s) or suppliers; and

16.4.2. Contractor, within three 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.

16.5. Receipt of Notice. For the purposes of subsection 16.1 above, “receipt of notice” includes receipt by hand by Contractor's onsite project manager, by facsimile transmission, or under the Notices clause of this Contract.

16.6. Excusable. If, after termination of the Contract for default, County determines 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 County had terminated the Contract for convenience as set forth in Article 17.

16.7. Rights and Remedies. The rights and remedies of County in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

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

18. Non-Appropriation of Funds. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, County has no further obligation to Contractor, other than payment for services rendered prior to termination.
19. Notices. Any notice required or permitted to be given under this Contract must be in writing and be served by delivery or by certified mail upon the other party as follows:

COUNTY:  
Ana Olivares, P.E. Director  
Department of Transportation  
Public Works Building  
201 North Stone Avenue  
Tucson, Arizona 85701  
Tel: (520) 724-6410

CONTRACTOR:  
< Contact, Position>  
< Name>  
< Address>  
<City, State Zip>  
<Tel: (XXX) XXX-XXXX>

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


21.1. Incorporation of Documents: Contractor and County in entering into this Contract have relied upon information provided in Solicitation No. IFB-PO-2200043 – FY22 Pavement Repair and Preservation Program, High Volume & Low Volume Roadways District 5 – Mill and Pave. Project, Exhibit A – Bid Schedule, Bonds (Bid, Payment, and Performance Bonds), Exhibit B – General Conditions, Exhibit C – Special Provisions, Technical Specifications and Plans, Construction Documents, Drawings and Specifications, and on information provided in Contractor’s response to this Solicitation. These documents are hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.

21.2. Order of Precedence: In the event of a conflict or inconsistency between or among the contract documents, the documents shall take precedence in the following order:

21.2.1. This Contract  
21.2.2. Exhibit B – General Conditions  
21.2.3. Exhibit C – Special Provisions  
21.2.4. Plans and Technical Specifications  
21.2.5. Contractor Response to the Solicitation  
21.2.6. Instructions to Bidders  
21.2.7. Invitation to Bid

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

21.4. Conflict: In the event of any conflict between any provision in the Special Conditions, and any provision of the General Conditions, or any other incorporated document, the provision in the Special Conditions shall take precedence.

22. Bonding Requirements. In accordance with A.R.S. §34-221, et. seq., the Contractor will provide Payment and Performance bonds for not less than 100% of the contract amount. Copies of the bonds will be attached to this Contract.

23. Ownership of Documents. Ownership of all original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by Contractor under this Contract vests in and become the property of the County and will be delivered to County upon completion or termination of the services, but Contractor may retain record copies thereof.
24. **Books and Records.**

24.1. **Maintenance.** 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.

24.2. **Retention.** Contractor will retain all records relating to this contract at least five 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.

25. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Article 28 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

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

27. **Delays.** Neither party will be considered in default in the performance of its obligations 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.

28. **Disputes.**

28.1. **Resolving Dispute.** In the event of a dispute between County and Contractor regarding any part of this Contract or the Parties’ obligations or performance hereunder, either party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and Contractor’s counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

28.2. **Performance.** The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

29. **Public Records.**

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

29.2. **Records Marked Confidential.**

29.2.1. Any information submitted related to this Contract that Contractor believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as confidential prior to submittal to County and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

29.2.2. 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 10 business days after the date of notice to the Contractor of the request for...
release, unless Contractor has, within the 10 day period, secured a protective order, injunctive
delay or other appropriate order from a court of competent jurisdiction in Arizona, enjoining the
release of the records. For the purposes of this paragraph, the day of the request for release is
counted in the time calculation. Contractor will be notified of any request for such release
on the same day of the request for public release or as soon thereafter as practicable. County
shall not, under any circumstances, be responsible for securing a protective order or other relief
enjoining the release of records marked confidential, nor shall County be in any way financially
responsible for any costs associated with securing such an order.

30. Legal Arizona Workers Act Compliance.

30.1. Compliance with Immigration Laws. Contractor warrants that it will at all times during the term of this
Contract comply with all federal immigration laws applicable to Contractor’s employment of its
employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal
Immigration Laws”). Contractor will further ensure that each SubContractor who performs any work for
Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

30.2. Books & Records. 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.

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

30.4. SubContractors. Contractor will advise each SubContractor of County’s rights, and the SubContractor’s
obligations, under this Article by including a provision in each subcontract substantially in the following
form:

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

30.5. Costs. 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.

31. Israel Boycott Certification. Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and
has 10 or more employees, and if this Contract has a value of $100,000.00 or more, Contractor certifies it is
not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or
services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a
regulation issued pursuant to 50 U.S.C. § 4842.

32. Amendment. Except for the amendment provision above in Article 2, this Contract may be modified,
amended, altered or extended only by a written amendment signed by the Parties.
33. **Entire Agreement.** This document constitutes the entire agreement between the parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

34. **Effectiveness and Date.** This contract will become effective when all Parties have signed it. The date of this Contract will be the date the Contract is signed by the last Party to sign it (as indicated by the date associated with that Parties signature).

Each Party is signing this Contract on the date below that Parties signature.

**PIMA COUNTY:**

Procurement Director

Date

**CONTRACTOR:**

Signature

Name and Title (Please Print)

Date

**APPROVED AS TO FORM:**

Deputy County Attorney

Name (Please Print)

Date
EXHIBIT B - GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

Whenever in these Specifications, or in any document of instructions where these Specifications govern, the following terms or pronouns in place of them are used, the intent and meaning 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.

**Department:** The Pima County Department of Transportation.

**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.

**Project Manager, Engineer, or Architect:** The person designated by County to oversee the project on its behalf.

**Standard Specifications:** The directions, provisions, and requirements contained in the current edition of the PAG Standard Specifications for Public Improvements 2015 Edition 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 of payment of same.

Supplementary Agreement: A written agreement executed by Contactor 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 Contactor, 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

County does not guarantee the existence and locations of underground utilities indicated on the plans and Contactor will investigate and verify the location of underground utilities in the field before starting work. Contactor will carefully perform excavations in the vicinity of existing structures and utilities. Contactor is responsible for any damage to, and for maintenance and protection of, existing utilities and structures. At least two full working days prior to commencing excavation, contractor must call blue Stake Center, 1-800-STAKE-IT, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday for information relative to the location of buried utilities.

Contactor is fully responsible for costs incurred due to damage to utilities as a result of grading or excavation operations. Utility locations shown on the Plans are approximate, and not all utilities may be shown. The possibility of conflicts with existing utilities –in-place exists. If conflicting utilities interfere with Contactor's normal progress toward completion of this project, County may, at its option, authorize Contactor to relocate said conflicting utilities by Force Account.

It is the responsibility of Contactor to contact the utility companies in order for them to determine if there is a need for any bracing or shoring of power to telephone poles during the construction of this project. If bracing or shoring is necessary, Contactor will effect this work to the satisfaction of the utility company. County will make no measurement or direct payment for bracing or shoring.

ARTICLE 3. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

a. Laws to be Observed -- Contactor 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 Contactor or by Contactor's employees.

b. Permits and Licenses -- Contactor will procure all County building permits, and sewer connection fees. Contactor will post required permits on site and give all notices necessary and incidental to the due and lawful prosecution of the work. Contactor will procure and pay for all other permits, fees, and applications for water, gas, electric and other utilities.

c. Sanitary Provisions -- Contactor 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** -- Contactor 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 Technical Specifications or Special Provisions.

e. **Barricades, Warning Lights, and Detour Signs** -- Contactor 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** -- Contactor 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 Contactor, Contactor 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. **Contactor's Responsibility for Work** -- Until written final acceptance of the work by County, Contactor 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 Contactor 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, Contactor 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 thereof, from showing the true amount and character of the work performed and materials furnished by Contactor, 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**

Contactor 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.
Contactor 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, Contactor will report the accident immediately by telephone or messenger to both County and the Board.

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

ARTICLE 5. RESERVED

ARTICLE 6. RESERVED

ARTICLE 7. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Contract 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 Contactor, two complete sets of code approved construction documents in non-reproducible form.

County will provide, at no cost to Contactor, 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 Contactor’s responsibility to ensure that any modifications called for as a result of the permit process are transferred to the bid sets.

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

ARTICLE 10. ORDER OF COMPLETION

Contactor will submit at such times as may be requested by County, schedules which will show the order in which Contactor proposes to carry on the work with dates at which Contactor 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

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

ARTICLE 12. OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by County are the property of Pima County. They are not to be used on other work and with the exception of the signed Contract set, and are to be returned to County on request, at the completion of the work. All models are the property of County.
ARTICLE 13. CONTRACTOR'S UNDERSTANDING

Contactor 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, Contactor 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. Contactor will, if required, furnish satisfactory evidence as to the kind and quality of materials.

Contactor 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 that Contactor assigns to that person.

ARTICLE 15. ROYALTIES AND PATENTS

Contactor will pay all royalties and license fees. Contactor 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 Contactor 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. Contactor 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.

Contactor 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 Contactor 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 Contactor 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

Contactor 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, Contactor, without special instruction or authorization from County, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and Contactor will so act, without appeal, if so instructed or authorized. Any compensation claimed by Contactor on account of emergency work will be determined by County.

Contactor is responsible for equipment, materials, and supplies until completion of the project and acceptance 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 Contactor 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, Contactor 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 Contactor's expense.

Re-examination of questioned work may be ordered by County and if so ordered the work must be uncovered by Contactor. 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, Contactor will pay such cost.

ARTICLE 19. SUPERINTENDENCE - SUPERVISION

Contactor 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 Contactor and ceases to be in its employ. The Superintendent will represent Contactor in its absence and all directions given to it will be as binding as if given to Contactor. Contactor will give efficient supervision to the work using its best skill and attention.

If Contactor, 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 Contactor's risk.

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

ARTICLE 20. RESERVED

ARTICLE 21. CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK

If Contactor 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. 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.

Contactor 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 Contactor 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 Contactor 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 Contactor. If Contactor 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 Contactor.
ARTICLE 23. SUSPENSION OF WORK

County may at any time suspend the work, or any part thereof by giving three (3) days’ notice to Contactor 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. Contactor will resume the work within ten (10) days after the date fixed in the written notice from County to Contactor to do so.

ARTICLE 24. COUNTY’S RIGHT TO DO WORK

If Contactor 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 Contactor, 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 Contactor.

ARTICLE 25. COUNTY’S RIGHT TO TERMINATE CONTRACT

If Contactor 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 ten (10) days written notice, terminate the employment of Contactor 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 Contactor 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 Contactor. If such expense will exceed such unpaid balance, Contactor will pay the difference to County. County will certify the expense incurred by County as herein provided, and the damage incurred through the Contactor’s default.

ARTICLE 26. REMOVAL OF EQUIPMENT

In any case of annulment or termination of this Contract before completion from any cause whatever, Contactor, 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 Contactor.

ARTICLE 27. 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, Contactor will be entitled to such extra compensation, or extension of time, or both, as County may determine.

ARTICLE 28. 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 Contactor 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 Contactor.

When the above grounds are removed, payment will be made for amounts withheld because of them.
ARTICLE 29. WARRANTY

Contactor 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. Contactor 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 30. LIENS

Neither the final payment nor any part of the retained percentage will become due until Contactor 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 Contactor 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, Contactor 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 31. 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 32. SEPARATE CONTRACTS

County reserves the right to let other contracts in connection with this work. Contactor 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 Contactor's work depends upon proper execution or results of the work of any other contractor, Contactor 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, Contactor will measure work already in place and will once report to County any discrepancy between the executed work and the drawings.

ARTICLE 33. COUNTY'S STATUS

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

ARTICLE 34. 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.

Contactor will deliver written notice of each such claim, demand, dispute, controversy or difference 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 Contactor. The submission to County with respect to any such claim, demand, dispute, controversy or difference will be a condition precedent to any exercise by Contactor of such rights or remedies as Contactor 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 Contactor 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 35. CLEANING UP

Contactor 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 36. RESERVED

ARTICLE 37. 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 Contactor 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 38. RESERVED

ARTICLE 39. RESERVED

ARTICLE 40. HAZARDOUS MATERIALS/ HAZARDOUS WASTES / HAZARDOUS SUBSTANCES ABATEMENT

Should Contactor 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 “Claims for Cost of Additional Work”.

ARTICLE 41. WASTE DISPOSAL FACILITIES

Contactor 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 42. AS-BUILT DRAWINGS

Contactor 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. As-Built drawings will be drawn and submitted in such a format as prescribed by County.

ARTICLE 43. RESERVED

ARTICLE 44. BUILDER’S RISK

Contactor will be responsible for equipment, materials, and supplies until completion of the project and acceptance by County.

END OF EXHIBIT B - GENERAL CONDITIONS
EXHIBIT C – SPECIAL PROVISIONS (20 pages including attachments)

1. **Project Location:** This project is located within Pima County at various locations within the metro Tucson area.

2. **Bidding Information - Deliverables:** See Section 6 of Instructions to Bidders

3. **Scope of Work:** This project will consist of placing Rejuvenating Fog Seals and Micro Seal Surface Treatments, or and other maintenance-related items as needed at various locations within Pima County. The projects may also include asphalt patching where necessary; pavement removal is incidental to that work. Pavement markings, symbols, and legends is considered incidental. Maintenance and protection of traffic is considered incidental.

4. **Work Schedule:** All work is to be complete within 60 working days from the notice to proceed and or no later than June 15, 2022, whichever comes first.

5. **Specifications and Details:** The work embraced herein shall be performed in accordance with the requirements of the following separate documents:


For contractor responsibilities, requirements and contractual obligations refer to Attachment 5 Contractor Responsibilities, Requirements and Contractual Obligations
6. **Project limits:** The Contractor shall perform all work within the public right-of-way, legally obtained easements and property legally acquired by the Agency. The contract will be considered the right-of-way use permit and will be coordinated with the Agency. The contractor shall assume all responsibility and liability for any encroachment upon private property. The use of private property for construction yards will be allowed only if zoning requirements allows its use for this purpose.

7. **Work Hours/Noise Abatement Ordinance:** Construction noise abatement and start/stop times shall be in accordance with Pima Ordinance No. 1999-61: Regulating the Excessive, Unnecessary and Annoying Noises in Pima County.

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EXHIBIT C – ATTACHMENT 1 (1 page)

TECHNICAL SPECIFICATIONS

Explanation of items:

Double Application Chip & Fog Seal: Work under this item shall be performed, measured and paid, as described in Section 404 of the Standard Specifications and the Supplemental Specifications with a Chip Seal treatment followed by a Fog Seal treatment.

Micro Seal Surface Treatment: Work under this item shall consist of providing, transporting, and placing micro seal surface treatment to the locations noted in the contract. The work shall be performed, measured and paid, as described in Revised Section 404 of the Standard Specifications and the Supplemental Specifications.

Fog Seal (Rejuvenating): Work under this item shall be performed, measured and paid, as described in Revised Section 404 of the Standard Specifications and the Supplemental Specifications.

Asphaltic: Work under this item shall be performed, measured and paid, as described in Revised Section 404 of the Standard Specifications and the Supplemental Specifications.

Pavement markings, symbols, and legends: This work shall consist of documenting the existing pavement marking, raised pavement markers, symbols, legends, and detection loops configuration prior to construction and re-marking the pavement and placing raised pavement markers, symbols, legends, and detection loops upon the new traffic surface in accordance with the Section 700 of the Standard Specifications and Standard Drawings and the current details in the PCDOT Striping Manual. The materials shall be thermo plastic for the long line stripes and tape/ thermal plastic for crosswalks, stop bars, symbols, and legends. The contractor shall coordinated work with the county contractor at the existing Speed Zones. Payment for this work will be included in the unit price for each item.

Maintenance and protection of traffic: This work shall consist of providing flagging services, providing, installing, and maintaining temporary traffic control devices. The cost of providing devices, developing traffic control plans, resetting barricades, and providing vehicles shall be considered incidental to the work. The work shall be performed, as described in Section 701 of the 2015 PAG Standard Specifications and Drawings. Payment for this work will be included in the unit price for each item.

Misc. work: Work under this item shall consist of performing Misc. work not shown on the plans or described in the specifications. The work shall be paid as described in Section 109-5 of the Standard Specifications and Standard Drawings. Payment will be made at the specified rates and will be full compensation for the work performed.

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SUPPLEMENTAL SPECIFICATIONS

The following are modifications to the Standard Specifications:

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107-8 PUBLIC CONVENIENCE AND SAFETY of the Standard Specifications is modified to add:

When requested by the Engineer, the contractor shall participate in any public or neighborhood meeting called by the Engineer or any other appropriate authority, for the purpose of informing the public concerning the nature, timing, status or scheduling of the work.

107-15.01 National Pollution Discharge Elimination System of the Standard Specifications is hereby deleted. See Section 810 of these Special Provisions.

107-18 INSURANCE of the Standard Specifications is superseded by Article 11 of the Offer Agreement.

SECTION 109 - MEASUREMENT AND PAYMENT

109-13 COMPENSATION FOR FUEL AND MARKET ADJUSTMENTS is hereby added to the Standard Specifications

109-13.01 Fuel Adjustment.

(A) General.

No adjustments will be made for fluctuations in the price of fuel.

109-13.02 Bituminous Adjustment.

No bituminous adjustments will be considered.

SECTION 404 BITUMINOUS TREATMENTS

404-1 DESCRIPTION: Add the following to the Standard Specifications:

Double Application Chip Seal with Fog Seal
This work consists of furnishing and placing two applications of bituminous material and cover material. The Class 2 cover material shall be pre-coated per 404 of the 2015 PAG Standard Specifications, latest revision.

404-2.01 Bituminous Materials. Add the following to the Standard Specifications:

(E) Product Submittals:
The Engineer may request material samples for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

404-2.02(C) Cover Materials: Add the following to the Standard Specifications:

Cover material shall meet the requirements for Class I and Class 2 grading or the Pima Association of Governments Standard Specifications for Public Improvements, 2015 Edition, Section 404-2.02(C) Cover Materials as revised 8/19/2020 as update 2020-1. Application rate for initial application of Class 1 cover material is 24 lb/SY and application rate for second application of Class 2 – coated cover material is 29 lb/SY.
404-3.15 Chip Seal Coat. Revise the first sentence of the Standard Specifications to read:

The type of bituminous material shall be CRS-2P. It shall be applied at a rate of 0.55+/-0.05 gal/SY for application 1 and at 0.45+/-0.05 gal/SY for application 2.

404-3.16 Fog Coat. Add the following to the Standard Specifications:

Bituminous material for Fog Coat shall be Grade PMCQS-1h as specified in the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction, 2018 revision to the 2015 Edition, Section 713 Emulsified Asphalts Materials. The bituminous material shall be a 50:50 dilute and applied at a rate of 0.12 – 0.15 gal/SY.

404-3 CONSTRUCTION DETAILS. Add the following sections to the Standard Specifications.

404-3.20 UNACCEPTABLE WORK:

The Contractor, at no additional cost to the contracting Agency, shall correct unacceptable work.

Unacceptable work shall include, but not be limited to, unsealed or unfilled cracks, material wastage on the sides of the roadway, and excess quantities of material on the roadway that adversely affects driving.

The Contractor shall not progress to a new area until the unacceptable work is corrected to the satisfaction of the Engineer. Correction of unacceptable work shall be accomplished within five working days after notification from the Engineer of the unacceptable work.

404-4 METHOD OF MEASUREMENT: Add the following to the Standard Specifications:

The Contractor shall meet with the Engineer or the Engineer’s designated representative on a daily basis and supply a signed daily report indicating the date and identifying for each road segment:

- The amount in tons of CRS-2P emulsified asphalt seal installed.
- The amount in tons of Class 1 cover material installed.
- The amount in tons of Class 2-coated cover material installed.
- The amount in tons of PMCQS-1h Fog Seal material installed at a 50:50 water dilute.

SECTION 404 – BITUMINOUS TREATMENTS

Item 3 Fog Seal – (Emulsified Asphalt (Rejuvenator)

1. Description:
   The work under this item includes cleaning the surface adequate for application of the material and applying the seal coat using a rejuvenating emulsion and re-striping of pavement markings. Raised Pavement Markers (RPMs), imprinted colored markings, and other roadway appurtenances such as water and gas valves, manholes and survey monument shall be covered as directed by the Engineer.

   The work shall consist of furnishing all necessary labor, materials, and equipment for the Fast Set Fog Seal with a rejuvenating agent and an Anti-Skid Material applied as a friction surface.

2. Standard Specifications and Standard Details:
   The Work embraced herein shall be performed in accordance with the requirements of the following separate documents, unless otherwise noted, or as modified by the Special Provisions, Plans, Addendum, or other subsequent change:

- Pima County/City of Tucson, Standard Specifications for Public Improvements, 2015 Edition
- Pima County/City of Tucson, Standard Details for Public Improvements, 2015 Edition
3. Preparation:
Immediately prior to the application of the rejuvenating seal with sand operation, the Contractor shall sweep the entire surface with vacuum assisted power brooms. Flushing with water and/or fog seal may be required in some areas. Prior to the sealing application, pavement surfaces shall be cleaned of all oil, debris, grease spots and weeds.

Once areas have been cleaned all areas shall be flushed with a water truck before power brooming. Drain inlets shall be protected and no means which could allow materials into the storm drains will be permitted. The curing of the Fast Set Fog Seal shall be as recommended by the manufacturer and/or the Engineer such that a street may be open to traffic without damage to the surfacing (Contractor shall provide delineators for traffic safety until sealing at each respective location is complete).

The Fast Set Fog Seal with BSA-35 shall be applied to all asphalt surfaces unless otherwise specified. The Contractor shall protect all utilities, Raised Pavement Markers (RPMs), color imprinted asphalt at crosswalks and bike routes prior to applying the rejuvenator. Masking or other approved methods of protection may be used. The Contractor may elect to replace the RPMs and color imprinted asphalt at no additional cost to the agency.

Concrete bridge decks, concrete curbing and gutter pans and other surfaces not intended to be treated shall be shielded from the application of the fog seal. The Contractor shall be responsible for the removal of seal material that has been applied to any unintended surface. Clean up will be the responsibility of the contractor at no additional cost to the Agency.

Before the fog seal is applied in an area all manhole covers, flushing inlet covers, monument covers, and all other utility covers to remain shall be protected from the Contractor's sealing operations by applying a sheet of plastic, cut to fit, or placing a plastic bag over the exposed facilities or other methods approved by the Engineer. All traces of plastic shall be removed from all covers of facilities and other utility covers as quickly as possible after the application of the seal and definitely prior to final acceptance. Contractor shall replace or clean at his or her own expense any damaged or oil stained items within the construction limits.

4. Test Sections:
At least forty-eight (48) hours prior to full production, the CONTRACTOR shall “Ring Test” sections of the area to be treated. The location for each ring test site will be designated by the engineer. For each site section (3 application rates minimum) shall be required for each different asphalt surface. Additional application rates shall be provided as necessary to determine the optimum rate for each different pavement in the project.

5. Application:
The emulsion shall be applied at a rate ranging from 0.07 gal / SY - 0.14 gal / SY with BSA-35 applied simultaneously at a rate of 0.6 lbs - 0.75 lbs/ SY. The final rate of application of emulsion and sand will be jointly determined by the engineer, contractor, and the vendor. The fog seal shall be applied when ambient temperature is above forty degrees (60°F) Fahrenheit and the weather forecast should be for sun and highs in the near sixty degrees (60°F) and no rain forecast for the next twenty-four (24) hours after the seal has been applied. The seal shall not be placed if the ambient temperature during the curing period twenty-four (24) hours is expected to be below fifty degrees (50°F).

The emulsion shall be heated at a temperature above one hundred forty degrees (140°F) but not to exceed one hundred and sixty degrees (160°F) at application. For smaller areas the emulsion may be applied with a wand.

The surface temperature of the existing pavement shall be less than one hundred and twenty degrees (120°F) during the application. The Fast Set Fog Seal shall be allowed to cure for (45) min. prior to traffic release.

6. Material:
The asphalt emulsion shall meet the requirements of 404 with a rejuvenating agent found on page 766 of the 2015 PAG Standards Specifications and designed to become traffic ready within the specified time limits.
Product Specification:

**EXPECTED RETURN-TO-TRAFFIC TIMES Temp Range Time (Typical)**
- 75 – 105 F  
  15 - 25 min.
- 59 – 74 F  
  25 - 40 min.

**Anti-Skid Material:**
The Anti-Skid Material shall be angular and black in color. The Anti-Skid Material shall be BSA-35, a clean, dry, and dust-free slag with Mohs hardness of 7-8.5. The Anti-Skid Material shall meet the following gradation analysis per ASTM D 451:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>% Passing</th>
</tr>
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<tbody>
<tr>
<td>No. 8</td>
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<tr>
<td>No. 10</td>
<td>100</td>
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<tr>
<td>No. 12</td>
<td>94.5</td>
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<td>No. 16</td>
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<td>No. 20</td>
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<td>No. 30</td>
<td>17.72</td>
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<td>No. 50</td>
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<td>No. 70</td>
<td>1.62</td>
</tr>
<tr>
<td>Pan</td>
<td>0</td>
</tr>
</tbody>
</table>

Screenings shall also conform to the following quality requirements: Tests

**Test Requirements:**
- Specific Gravity (Min.) ASTM C-128  
  2.8
- Cleanliness Value (min.) Cal-Trans 227  
  80

7. **Material Certifications and Testing:**
The emulsion manufacturer shall submit to the agency certification that the emulsion meets the specification. The manufacturer through the emulsion supplier shall submit to the agency test results from an accredited laboratory certification that the polymer modified emulsion meets the required specifications and that it is supplying the polymer specified for this contract. The agency will not accept test results dated more than 90 days from the date of bid opening.

Certifications and test results on the polymer shall be submitted and attached to the bid proposal. Certifications and test results on the emulsion must be submitted to the agency and approved by the agency 5 days to supplying the material.

Prior to and during the project the agency may require one quart samples of both the finished emulsion and the polymer used in the emulsion. The agency will be allowed to withdraw samples from the supplier’s storage tanks and submit to the agency designated laboratory for testing. All testing shall be at the Agency’s expense.

8. **Equipment:**
- Pressure Emulsion Distributor / Texture Media Spreader:  
  The emulsion distributor and sand applicator shall be a singular unit capable of applying emulsion and Media Texture at the same time. It shall be designed, equipped, maintained, and operated so that bituminous material and media may be applied uniformly on variable widths of surface at the specified rate. The allowable variation from the specified rate shall not exceed 10 percent during application operations. Distributor equipment shall include a tachometer, pressure gages, volume-measuring devices or a calibrated
tank, and a thermometer for measuring temperatures of tank contents. The distributor shall be self-powered and shall be equipped with a power unit for the pump and full circulation spray bars adjustable laterally and vertically. Spray nozzle tips shall be properly sized for the product being applied, in accordance with the rejuvenator seal manufacturer’s recommendations.

9. Method of Measurement:
The polymer modified emulsion including the anti-skid material will be measured by the ton. Measurement for payment will be made for the quantity of polymer modified rejuvenating emulsion applied and anti-skid material in accordance with the requirements of these specifications.

10. Basis of Payment:
The accepted quantities of polymer modified rejuvenating emulsion complete in place, including the anti-skid material, measured as provided above, will be paid for at the contract unit price.

Adjustments will not be made for fluctuations in the cost of bituminous material at the date of bid opening and the date that the material is used on the project.

No measurement or direct payment will be made for cleaning the surface or treating the surface prior to the application of polymer modified rejuvenating emulsion or the covering of utilities, RPMs, and other appurtenances within the roadway.

No measurement or payment shall be made for the anti-skid material used or the sweeping up of the material.

STANDARD SPECIFICATIONS MODIFIED TO ADD SPECIAL PROVISIONS FOR MICRO SEAL SURFACE TREATMENT:

1. DESCRIPTION
This specification covers the material, equipment and construction procedures for the resurfacing of existing paved surfaces. The seal shall be a mixture of polymer modified asphalt emulsion, mineral admixture, water, mineral aggregate and other additives, properly proportioned, mixed and spread on a properly prepared pavement surface in accordance with guidelines and as directed by the designated County Representative.

The completed seal shall leave a homogeneous mat, adhere firmly to the prepared surface and have a skid resistant surface texture.

2. APPLICABLE SPECIFICATIONS
The following specifications and test methods form a part of this specification with the following changes as listed below.

Maricopa Association of Governments (MAG) specification of:
SECTION 331 PLACEMENT AND CONSTRUCTION OF ASPHALT EMULSION MICRO-SURFACING TREATMENTS,
SECTION 713 EMULSIFIED ASPHALTS MATERIALS, and
SECTION 714 MICRO-SURFACING MATERIALS.

With the following requirements:

331.2 Materials – Shall conform to Section 714.2.2 Mineral Aggregate Type III, certificates of compliance shall be provided for all materials.
331.6.1 Tack Coat – tack coat is not included with this work.
331.6.2 Cracks – crack seal is not included with this work.
SECTION 406 - ASPHALTIC CONCRETE

406-5 BASIS OF PAYMENT The first paragraph of the Standard Specifications is revised to read:

The accepted quantities of asphaltic concrete, measured as provided above, will be paid for under the appropriate bid items at the contract unit price or adjusted unit price, complete-in-place.

SECTION 515 - MISCELLANEOUS UTILITY RELOCATIONS is hereby added to the Standard Specifications

515-1 DESCRIPTION

The work under this Section is intended to cover work added to the contract by the Engineer for miscellaneous relocation of utilities that are encountered during the course of construction. Miscellaneous work shall be work that was not covered by other items included in the project and shall be performed at the direction of the Engineer.

515-2 MATERIALS (None Specified)

515-3 CONSTRUCTION DETAILS (None Specified)

515-4 METHOD OF MEASUREMENT

The work under this Section shall be completed on a force account basis as specified in Subsection 109-5.

515-5 BASIS OF PAYMENT

Payment for miscellaneous utility relocation will be made in accordance with the provisions of Subsection 109-5.

(The remainder of this page intentionally left blank)
## FOG SEAL ROADWAYS

<table>
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<tr>
<th>LOC</th>
<th>ROADWAY</th>
<th>MILLING AND PAVING LIMITS</th>
<th>LENGTH (feet)</th>
<th>AREA (SY)</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>E RIVER RD</td>
<td>S DODGE BL – N PONTATOC RD</td>
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<td>N HOUGHTON RD</td>
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<td>6</td>
<td>N LA CANADA DR</td>
<td>W ESPERANZA BL – 207 FEET FROM N LA CANADA DR / W CALLE DE LAS TIENDAS</td>
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<td>84,600</td>
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<td>7</td>
<td>S HOUGHTON RD</td>
<td>2703 FEET FROM E OLD VAIL CONNECTION RD / S HOUGHTON RD – 575 FEET FROM E OLD VAIL CONNECTION RD / S HOUGHTON RD</td>
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<td>57 FEET FROM W SINDLE PL – W CANADA ST</td>
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<td>9</td>
<td>S LA CANADA DR</td>
<td>W CONTINENTAL RD – W MISSION TWIN BUTTES RD</td>
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**FOG SEAL PROJECT TOTALS**

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## MICRO SEAL ROADWAYS

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<th>ROADWAY</th>
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<th>LENGTH (feet)</th>
<th>AREA (SY)</th>
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<tbody>
<tr>
<td>10</td>
<td>W CORTARO FARMS RD</td>
<td>N BAYOU DR – N STAR GRASS DR</td>
<td>4,611</td>
<td>39,200</td>
</tr>
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EXHIBIT C – ATTACHMENT 4 (9 pages)

Project Maps provided on the following pages

The order of the attached maps does not indicate the order to which the project is required to be performed or completed. The contractor may schedule work in such a way to where it is beneficial for their time management.

Project Area Map
Location 1 – E River Road (Fog Seal)

Location 2 – E Skyline Drive (Fog Seal)
Location 3 – E Sunrise Drive (Fog Seal)

Location 4 – E Valencia Road (Fog Seal)
Location 5 – N Houghton Road (Fog Seal)
Location 6 – N La Canada Drive (Fog Seal)
Location 7 – S Houghton Road (Fog Seal)
Location 8 – S Mission Road (Fog Seal)
Location 9 – S La Canada Drive (Fog Seal)
Location 10 – W Cortaro Farms Road (Micro Seal)
CONTRACTOR RESPONSIBILITIES, REQUIREMENTS AND CONTRACTUAL OBLIGATIONS

1. Contractor shall schedule a pre-construction meeting within fourteen (14) calendar days of notice of award and held within thirty (30) calendar days of notice of award.

2. Contractor shall identify project coordinator and their contact information.

3. Contractor shall submit a construction schedule for all project elements that meets or decreases the allotted Contract Days.

4. Contractor shall provide Pima County, for approval prior to distribution, with a copy of the notification to be given to residents.

5. Contractor shall prepare traffic control plans prior to the pre-construction meeting in accordance with these specifications and submit at the pre-construction meeting. Contractor shall note that all work shall be done during the day - one lane at a time, and at a minimum, it is required to maintain at least one open lane of traffic, using flaggers or pilot vehicles. Contractor may offer an alternative traffic control approach that will minimize disturbance to residents and businesses along the project.

6. Contractor shall schedule and conduct weekly construction meetings with Pima County. Meetings shall be on the day and time designated as per Pima County Pavement Management Program Manager.

END OF EXHIBIT C SPECIAL PROVISIONS
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:

Solicitation No. IFB-PO-2200043
FY22 Pavement Repair and Preservation Program
Countywide Arterial Collector Roadways Surface Treatment

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

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

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

____________________________________  By:____________________________________
Principal

____________________________________  By:____________________________________
Surety

Performance bond
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 Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety,

are held and firmly bound unto Pima County, Arizona, and Pima County (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:

SOLICITATION NO. IFB-PO-2200043
FY22 PAVEMENT REPAIR AND PRESERVATION PROGRAM
COUNTYWIDE ARTERIAL COLLECTOR ROADWAYS SURFACE TREATMENT

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___.

______________________________ By:

Principal

______________________________ By:

Surety