



BID DOCUMENTS

SOLICITATION NO. 72576

PROPERTY MAINTENANCE SERVICES FOR REAL PROPERTY SERVICES DIVISION



NOVEMBER 2012

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

Firms are encouraged to look to Pima County OneStop for new employees. Information on employer services is available by phone at (520) 243-6700 or at:

<http://www.pima.gov/ced/agencies-employerservices.shtm>



INVITATION TO BID

DUE IN AND OPEN DATE: Sealed bids for **Solicitation No. 72576 - Property Maintenance Services for Real Property Division** will be received at Pima County Procurement, Design & Construction, 130 West Congress Street, 3rd Floor, Mail Stop DT-AB3-126, Tucson, Arizona 85701, **on December 19, 2012 at or before 2:00 P.M. Local Tucson Time**, at which time bids will be publicly opened and read.

PRE-BID MEETING: A pre-bid meeting will be held on **December 5, 2012 at 10:30 A.M.** in the 3rd floor main conference room of the Procurement Department, 130 W. Congress Street, Tucson, AZ. Attendance is optional.

DESCRIPTION: The scope of work consists of providing all labor, materials, equipment, tools, and transportation to provide general property maintenance services on an as-needed basis for the Pima County Real Property Division for those properties purchased by Pima County for needed public works. All work is to be performed according to the current edition of the Building Codes, with amendments, as adopted by Pima County as of January 2007. The County estimates usage at \$250,000 annually for these services, however the actual utilization may vary and there is no minimum guarantee of work. The contract term shall be for one year, with the option of two (2) one-year renewals, at the sole discretion of the County. The total term shall not exceed three (3) years.

Award shall be made to the two lowest responsive, responsible bidders, after allowance for any 5% SBE bid preference. Pima County reserves the right to reject any and all offers or to withhold the award for any reason.

BOND: These services are being bid under Title 11 of the Pima County Code rather than Title 34 of Arizona Revised Statutes. As a result, no bid bond is required. The successful contractors shall be required to provide a payment bond in the amount of 10% of the value of the contract before contract award.

LICENSING: All bidders must hold a valid "B-1" or "B-2" or equivalent license as required by the Arizona Registrar of Contractors at the time of bid opening and maintain the same throughout the duration of the contract term. Failure to maintain said license may be grounds for default of the contract and subsequent termination.

WHERE TO OBTAIN: The entire bid package may be downloaded from the Pima County website: www.pima.gov/procure/ifbrfp-dc.htm. Any clarifications or interpretations of this solicitation that materially affect or change the scope or intent will be issued via addenda and posted by the County on the County's web site. It is the responsibility of all respondents to check the website periodically for addenda and to obtain this information in a timely manner. Information regarding the submittal requirements of this solicitation may be obtained at the Design & Construction Division of the Procurement Department located at 130 W. Congress Street, 3rd Floor, Tucson, AZ, 85701. Contact Ms. Sue Aegerter regarding documents at ph: (520) 724-3727; fx: (520) 724-4434; or email: sue.aegerter@pima.gov.

LIVING WAGE: These services are subject to Pima County's Living Wage ordinance. On January 1, 2013 the wage requirement is a minimum of \$11.32 per hour, or no less than \$10.07 per hour if the contractor provides health benefits with a monthly value at least as high as the difference between a monthly wage based on \$11.32 per hour.

PUBLISH: The Daily Territorial, November 23, 26, 28 and 30, 2012.

/s/ Chris J. Barnhill

Chris J. Barnhill, CPPB, Commodity / Contracts Officer
Design & Construction Division
Pima County Procurement Department



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INSTRUCTIONS TO BIDDERS

DATE AND PLACE FOR OPENING BIDS

Sealed bids shall be received at the Pima County Procurement Department, Design and Construction Division, Pima County Administration Building, 130 West Congress Street, 3rd Floor, Mail Stop DT-AB3-126, Tucson, Arizona 85701, until the time and date specified in the "NOTICE OF INVITATION TO BID", at which time bids will be opened and publicly read. Late bids will not be considered and shall be returned unopened.

In order to ensure consideration, the bid should be enclosed in a sealed envelope addressed to the Pima County Procurement Department and marked: **"IFB 72576 – PROPERTY MAINTENANCE SERVICES FOR REAL PROPERTY DIVISION"**.

PRE-BID MEETING

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

BID SUBMISSION

The bidder shall state its unit prices in writing for the work under this contract in the BID SCHEDULE PART A (1 page) and BID SCHEDULE PART B (2 pages) included in these bid documents. The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, all applicable taxes, and the performance of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the contract documents. In the event of a conflict between the written unit price and the extended price, the unit price shall govern, unless the error is apparent and the intended bid obvious, in accordance with section 11.12.010(G)(3) of the Pima County Procurement Code. All of the figures shall be in ink or typed. All revisions or corrections to figures on the bidding schedule shall be initialed in ink by an authorized officer or agent of the bidder. All signatures must be in ink by an individual duly authorized to bind the firm. **Bidders are advised that conditional bids that do not conform with or that request exceptions to the published solicitation and addenda including the sample contract may be considered non-responsive and not evaluated.**

The sealed bid shall consist of the following information:

- Bid Proposal;
- Certification of Living Wage Payments;
- Bid Schedule – Parts A & B; and
- SBE Certification (if applicable)

QUESTIONS

All questions must be submitted in writing to **Chris J. Barnhill, CPPB, Commodity/Contracts Officer**, Pima County Procurement Department, Design and Construction Division, 130 West Congress Street, 3rd Floor, Mail Stop DT-AB3-126, Tucson, AZ 85701; fax: 520-724-4434; or email: chris.barnhill@pima.gov). **ALL QUESTIONS MUST BE SUBMITTED IN WRITING TO THE COMMODITY/CONTRACTS OFFICER.** Failure to comply with this paragraph **may be cause for rejection of the bidder as non-responsive.** Questions received seven (7) calendar days, or less, prior to the deadline for receiving bids may not be addressed.



BID ADDENDA

Any clarifications or interpretations of this solicitation that materially affect or change the scope or intent will be issued via addenda and posted by the County on the County's web site (www.pima.gov/procure/ifbrfp-dc.htm). **It is the responsibility of all respondents to check the website periodically for addenda and to obtain this information in a timely manner.** Any bid that fails to acknowledge any addendum that directly affects cost, scope or schedule may be rejected as nonresponsive.

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

ACCEPTANCE OR REJECTION OF BIDS

The Procurement Director reserves the right to reject any or all bids and to waive any irregularities or informalities in any bid or in the bidding.

BID EVALUATION AND AWARD

Pima County intends to award two (2) contracts to the two lowest responsive, responsible bidders after allowing for any applicable SBE preference. Award will be based upon lowest TOTAL BID – PARTS A & B. The contract term is for one year, expected to commence in January 2013, with the option of two (2) one-year renewals. The total term shall not exceed three (3) years. The COUNTY will normally act upon bids within 60 days of the bid opening. Award of the contract will be communicated to the awardees in a Notice of Award in writing from the Pima County Procurement Department Design and Construction Division. Upon receipt of the Notice of Award, the awardees are obligated to execute the contract and return it to the COUNTY within 10 days with the required payment bond and insurance certifications *endorsing* Pima County as additional insured for all operations performed within the scope of the Contract between COUNTY and CONTRACTOR. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the COUNTY.

UNBALANCED BIDS

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

PROTESTS

The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> without regard to whether individual notices were issued. It is the responsibility of bidders and offerors to check the website.



SUSPENSION & DEBARMENT

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

ARIZONA CONTRACTOR'S LICENSE

At the time of bid submission Contractor shall possess and maintain for the duration of the contract term, an Arizona Contractor's License of the type required by the State of Arizona for the work described in the Construction Documents. Each bidder shall note their license number(s) on the "Bid Proposal" page.

JOINT VENTURERS

Bidders that submit a bid as a Joint Venture must include a copy of the Joint Venture Agreement at the time of bid. The bid must be executed by the Joint Venture Partners or by one Joint Venturer with a letter of authorization from the other Joint Venture Partners.

LIVING WAGE REQUIREMENT

This solicitation is subject to the Pima County living wage requirements as provided in the Pima County Procurement Code section 11.38 which specifies that a living wage requirement be included in County contracts for specific services.

Contractors entering into eligible contracts with Pima County for the covered services shall pay a living wage to their eligible employees for the hours expended providing services to Pima County. Eligible employees shall receive a wage not less than \$11.32 per hour. A contractor may pay its eligible employees a wage of no less than \$10.07 per hour if the contractor provides health benefits with a monthly value at least as high as the difference between that wage and a monthly wage based on \$11.32 per hour. A copy of section 11.38 of the Procurement Code is attached as part of the sample contract for your review and complete compliance. Contractors shall include all costs necessary for complete compliance to the living wage requirement.

In bid preparation, Contractors will need to consider the possibility of increased administrative costs. The following is a brief description of key Living Wage reporting requirements. These are not limited to but include:

One Time Reports

Due at the beginning term of each contract/renewal:

- ➔ Payroll calendar
- ➔ Certificate of Living Wage Payments Form
- ➔ Master Listing of employees eligible to work on Pima County jobs
- ➔ Listing of Subcontractors to be used (if applicable)



Staffing Plans (work schedules), including Subcontractors

Due **prior** to work performed to enable the Compliance Officer to rate check and interview employees; *If there is not sufficient time prior to performing work, then a plan must be submitted as soon as possible after work is performed:*

- Name of employee(s) who will be working
- Where work is performed
- Approximate time-frame work will be performed
- Total approximate hours to be worked
- Revised plan IE any information changed from the original staffing plan

Payroll Reports

Must be provided to the Compliance Officer 7 days after EVERY pay period

- Statement of Compliance
- Payroll Summary Reports:
 - *Name of all employees on a Pima County job*
 - *Total hours worked/rate of pay/gross pay/paycheck number*
 - *Support documentation for this information*
 - *Signed "Statement of Compliance" even if no payroll performed*

Subcontracted Labor (if applicable)

Packets are required to be submitted to Pima County's Compliance Officer as soon as the Subcontractor is issued payment. This includes:

- A letter signed by subcontractor indicating that laborers associated with the work billed on their attached invoice were paid at or above the Living Wage required rate
- The check # and date which this invoice was paid should be noted
- Attach the appropriate staffing plans (work schedules) of the subcontractor to this invoice. The subcontractor employee payroll check# needs to be noted beside their employee (s) name

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.

VENDOR SELF SERVICE PORTAL REGISTRATION

Pima County's vendor registration system, VSS (Vendor Self Service Portal), allows Vendors to create and maintain their own Vendor record online. The internet link for Vendor Registration is located on the Procurement Department website at www.pima.gov/procure. All Contractors must register in VSS.

END OF INSTRUCTIONS TO BIDDERS



BID PROPOSAL

The undersigned Company/Firm hereby proposes and agrees to furnish any and all required labor, material, equipment, transportation and payment bond for 10% of the contract value in strict conformity with the Bid Documents, at the unit prices set forth on the following pages.

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Any bid that fails to acknowledge any addendum that directly affects cost, scope or schedule will be rejected as nonresponsive.

Addendum #	By (Bidder Initials)	Date	Addendum #	By (Bidder Initials)	Date

The undersigned bidder acknowledges receipt of the complete bid documents for this project, and is familiar with all documents, including those incorporated by reference, which are applicable to this project.

Legal Company/Firm Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Fax:** _____

Corporate Headquarters (City and State): _____

Contact Person for Submitting Orders/Scheduling: _____

Phone: _____

The following license(s) is required to perform the work specified herein: "B-1", "B-2", or any other license required by the Arizona Registrar of Contractors.

License No. _____ **Class** _____ **License No.** _____ **Class** _____

License No. _____ **Class** _____ **License No.** _____ **Class** _____

Contractor's Federal Tax I.D. No.: _____

SBE firms must include in the bid a copy of their current certification certificate and included in the current City of Tucson's *Small Business Enterprise Certified Business Directory*.

Authorized Signature: _____ **Date:** _____

Print Name and Title _____



CERTIFICATION OF LIVING WAGE PAYMENTS

This firm certifies that it will meet all specifications, terms, and conditions contained in the Living Wage Contract Ordinance; **AND** that if labor is subcontracted, subcontractors will be held to the exact terms that are required of this firm.

Yes _____ No _____ If no, you must explain all deviations in writing.

Company Name: _____

Description of Services: _____

Job Location: _____

(PLEASE CHECK ONE(S) THAT APPLY)

I do hereby agree to pay all eligible employees working on the above listed contract at least eleven dollars and thirty-two cents (\$11.32) per hour.

AND/OR

I do hereby agree to pay all eligible employees working on the above contract a wage of no less than ten dollars and seven cents (\$10.07) per hour **and** provide health benefits with a monthly value at least as high as the difference between a monthly wage based on eleven dollars and thirty-two cents (\$11.32) per hour and the requested monthly wage if no less than ten dollars and seven cents (\$10.07) per hour. In essence, the **employer paid portion** of benefits must have a *monthly* value of two-hundred sixteen dollars and sixty-six cents (\$216.66). This equals the one dollar and twenty-five cents (\$1.25) per hour difference.

Providers Name: _____

Address: _____

Phone: _____ Fax: _____

Plan or Program Number: _____ Type of Benefit: _____

Total premium paid per month: _____ Amount paid by employee: _____

(Attach pages if needed for additional providers)

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINTED NAME

TITLE OF AUTHORIZED



BID SCHEDULE

PART A - (1 page)

LABOR TASK/CATEGORY	EST. HOURS	HOURLY RATE	EXTENSION
10% Payment Bond (Lump Sum)			
REGULAR RATE			
Laborer	220		
Carpenter	150		
Drywall Hanger	110		
Supervisor/Foreman	220		
Painter	220		
Plumber	220		
Roofer	170		
Electrician	65		
Cement Mason/Concrete Worker	55		
Glazier	65		
Tile Setter	35		
Insulator (Batts or Blown)	10		
Housecleaner	220		
Weed Control & Removal	160		
Yard Cleanup & Trash Removal	110		
Board-up & Secure Vacant Properties	160		
OVERTIME RATES (outside the hours of 7am – 5pm, Monday thru Saturday)			
Laborer	50		
Carpenter	10		
Foreman/Supervisor	10		
Drywall Hanger	50		
Plumber	60		
Painter	10		
Roofer	50		
SUBTOTAL PART A			

COMPANY/FIRM LEGAL NAME: _____

SIGNATURE, NAME AND TITLE: _____

The total bid shall be the summation of all the amounts in the Extension column. In case of discrepancy between a unit price and the extension, the unit price shall govern.



BID SCHEDULE

PART B - (2 pages)

CONVENTIONAL HOME REPAIRS				
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
1.	Install door jamb weather strip (Rigid Gasket with Aluminum Carrier)	1 ea.		
2.	Install door threshold & "U" shaped door bottom	1 ea.		
3.	Install pre-fabricated metal water heater enclosure	1 ea.		
4.	Replace existing with new 4' x 4' horizontal aluminum side window, single glazed, mill finish, mas' mount, 'BETTER BUILT" or equal	4 ea.		
5.	Replace existing with new 30 gal gas water heater	1 ea.		
6.	Replace existing with new 40 gal electric water heater	1 ea.		
7.	Replace cooler motor: 2 speed, 1/3 or 1/2 hp.	1 ea.		
8.	Cooler maintenance (pads, float, lube)	1 ea.		
9.	Inspect & service furnace	1 ea.		
10.	Replace existing with a new 70,000 btu gas forced air furnace (U.D.) thermostat included	1 ea.		
11.	Replace existing with new 35,000 btu gravity vented gas wall heater thermostat included	1 ea.		
12.	Replace electric forced air furnace (U.D.) 15 kw unit	1 ea.		
13.	Replace roof-mount evap. Cooler: - 4500 cfm/2spd, refer to std spec	40 ea.		
14.	Replace DD cooler jack, and refer to std spec	1 ea.		
15.	Replace roof mount cooler stand or legs, refer to std spec	1 ea.		
16.	Replace wall/window mount cooler stand: up to 6' stand height	1 ea.		
17.	Replace 1/4" copper water supply line to cooler	50 ft.		
18.	Cost per hour for lead crew persons or carpenter	1 hr.		
19.	Cost per hour for laborer or carpenter's helper	1 hr.		
20.	Miscellaneous materials, actual cost plus 10% actual cost			
21.	Install new kitchen diverter (Delta single lever)	1 ea.		
22.	Install new tub diverter	1 ea.		



CONVENTIONAL HOME REPAIRS				
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
23.	Install 30" kitchen stove (white/electronic)	1 ea.		
24.	Install 30" kitchen stove (white/gas)	1 ea.		
25.	Arivaca and Ajo area travel fee; enter percentage margin mark up to be calculated on top of total job cost for each job done in the Arivaca and Ajo area.	Ajo %		
		Arivaca %		
26.	Carpet cleaning per room cost for standard residential structure, 2 room minimum	5 properties, 3 rooms each		
27.	Painting – cost per square foot (wall) for interior walls and ceiling	5,500 sq ft		
28.	Painting – cost per square foot (wall) for exterior	5,500 sq ft		
29.	Carpet installation per square foot, medium grade including pad	1,100 sq ft		
30.	Drywall repair per square foot	1,100 sq ft		
31.	Roof replacement standard asphalt shingles – cost per square foot	2,200 sq ft		
32.	Roof coating – cost per square foot	3,300 sq ft		
33.	Pool maintenance – standard monthly rate	12 months		
32.	Pest control – standard interior/exterior per square foot cost - termite treatment per square foot cost	5500 sq ft		
		2200 sq ft		
33.	Inspect and service A/C unit	55		
34.	Sewer and drain cleaning	12		
35.	Septic pumping 1000 gal	1		
36.	Tile installation per square foot	1,100 sq ft		
	SUBTOTAL PART B:			
	TOTAL BID – PARTS A & B:			

COMPANY/FIRM LEGAL NAME: _____

SIGNATURE, NAME AND TITLE: _____

The total bid shall be the summation of all the amounts in the Extension column. In case of discrepancy between a unit price and the extension, the unit price shall govern.



SAMPLE MASTER AGREEMENT

<p>PIMA COUNTY PUBLIC WORKS DEPARTMENT</p> <p>PROJECT: REAL PROPERTY MAINTENANCE SERVICES</p> <p>CONTRACTORS:</p> <p>AMOUNT:</p> <p>FUNDING: []</p>	
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THIS AGREEMENT is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and **[Insert Names]**, hereinafter called CONTRACTOR in the singular, CONTRACTORS in the plural, and all collectively, including COUNTY, referred to as “the Parties.”

MASTER AGREEMENT

WHEREAS, COUNTY has a need to establish an Agreement with two (2) Contractors for as-needed Real Property Maintenance Services; and

WHEREAS, COUNTY therefore conducted a competitive invitation for bid under Solicitation No. 72576; and

WHEREAS, CONTRACTORS submitted the first and second lowest responsive and responsible bids;

WHEREAS, COUNTY Procurement Director authorized the award of contract to CONTRACTORS; and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I – BASIC TERMS

This Master Agreement (Agreement), as approved by the Procurement Director commence on January 1, 2013 and shall terminate on December 31, 2013, unless sooner terminated or further extended pursuant to the provisions of this Agreement. This Agreement establishes the terms under which the Contractors will be assigned and perform tasks and projects under this Agreement. COUNTY, at its sole discretion, may extend up to two (2) additional one-year terms or add funding to this Agreement at any time without the approval or consent of the Contractors.

Work will be implemented by issuing a Delivery Order (DO) to the selected Contractor to perform the work. Each DO will be an independent contract that will incorporate and be subject to the terms of this Agreement. The terms “DO”, “Work”, and “Contract” are used interchangeably in this Agreement. Contractor selection will be based on the following:



Construction completion time shall be as stated in the individual DO. Liquidated damages may be assessed based upon the construction completion time, if so specified.

ARTICLE II - SCOPE OF SERVICES

CONTRACTOR shall provide for COUNTY all labor, materials and equipment necessary to complete the work identified in individual Delivery Orders awarded to CONTRACTOR under this Agreement. The scope of work under this Agreement is more fully set forth in the Scope of Work, Appendix A to this Master Agreement. All work shall be done per specifications called for in the Delivery Order and this Agreement including all other incorporated documents, all made a part hereof. In the event any provision of this Agreement is inconsistent with those of any other document, the Agreement provisions will prevail.

ARTICLE III - COMPENSATION AND PAYMENT

CONTRACTOR shall provide detailed documentation in support of requested payment. Any payments under this Article shall not prevent the COUNTY from objecting to charges after payment therefor in appropriate cases, or from seeking reimbursement for any such charges.

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

ARTICLE IV - INSURANCE

CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Agreement the following type(s) and amounts of insurance:

- a) Commercial General Liability Insurance at least as broad as ISO's Standard CG 00 01 Form, and including Products/Completed Operations, in an amount not less than \$1,000,000.00 combined single limit Bodily Injury and Property Damage;
- b) Commercial or Business Automobile Liability Insurance at least as broad as ISO's Standard CA 00 01 Form, for owned, non-owned and hired vehicles used in the performance of this Agreement with limits not less than \$1,000,000.00 combined single limit, or \$1,000,000.00 bodily injury and \$1,000,000.00 property damage; and,
- c) Statutory Workers' Compensation, including not less than \$1,000,000.00 Employers Liability Coverage.

CONTRACTOR shall provide COUNTY with current certificates of insurance. All certificates must provide for guaranteed 30 days written notice of material change, non-renewal or cancellation. Pima County is to be endorsed as an additional insured for all operations performed within the scope of the Agreement between COUNTY and CONTRACTOR. The CONTRACTOR's insurance shall be primary and non-contributory with respect to all other available sources.



ARTICLE V - INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold 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, arising out of any error, omission, fault or negligence by the CONTRACTOR, its agents, employees, subcontractors, or anyone under its direction or control in connection with performance of this Agreement. The obligations under this Article shall not extend to the negligence of COUNTY, its agents, employees or indemnitees. Upon request, CONTRACTOR shall indemnify and hold harmless any private property owner granting a right of entry to CONTRACTOR for the purpose of completing the project. CONTRACTOR's obligations under this article shall survive termination or expiration of this Agreement.

ARTICLE VI - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and Delivery Orders, and any disputes under either. Any action relating to this Agreement or any Delivery Order issued hereunder shall be brought in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Agreement shall apply, but do not require an amendment.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

The status of CONTRACTOR shall be that of an independent Contractor. Neither CONTRACTOR nor CONTRACTOR's officers, agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR shall be responsible for payment of all federal, state, and local taxes associated with compensation received pursuant to this Agreement and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such taxes.

ARTICLE VIII - CONTRACTOR/SUBCONTRACTOR PERFORMANCE

CONTRACTOR shall perform the work in a workmanlike manner with the degree of care and skill which a licensed Contractor in Arizona would exercise under similar conditions, and in accordance with the terms of the Agreement and with prevailing industry methods and standards. CONTRACTOR shall employ suitably trained and skilled personnel to perform all services under this Agreement.

CONTRACTOR shall ensure that all subcontractors have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Agreement. CONTRACTOR shall 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. The CONTRACTOR is responsible to bind every subcontractor to the terms of this Agreement.

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



ARTICLE IX - ASSIGNMENT

CONTRACTOR shall not assign its rights to this Agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of the COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE X - NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subContractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE XI - AMERICANS WITH DISABILITIES ACT (ADA)

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

ARTICLE XII - AUTHORITY TO CONTRACT

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

ARTICLE XIII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist in one or more instances upon full and complete compliance with any of the terms or provisions of this Agreement or any Delivery Order hereunder to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as 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 shall not be construed as an accord and satisfaction.

ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST

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



ARTICLE XV – TERMINATION OF AGREEMENT OR DELIVERY ORDER FOR DEFAULT

- A. Upon a failure by CONTRACTOR to cure a default under this Contract or any delivery order issued under this Contract within 10 days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract or the delivery order, as applicable, for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, or plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the COUNTY resulting from CONTRACTOR's default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following shall constitute an event of default:
- 1) Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 - 2) Persistent or repeated refusal or failure to supply enough properly skilled workmen or materials to perform the work on schedule;
 - 3) Failure to provide competent supervision at the site;
 - 4) Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or remove any defective or deficient Material
 - 5) Failure to make prompt payment to subcontractors or suppliers for material or labor;
 - 6) Loss of contractor, business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR's performance of this Contract;
 - 7) Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract; or
 - 8) If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
- 1) All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project shall become COUNTY's property and shall be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
 - 2) COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
 - 3) Subject to the immediately preceding subparagraph (2), COUNTY's liability to CONTRACTOR shall not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. Neither this Contract nor any delivery order issued under this Contract will be terminated for default or the Contractor charged with damages under this Article, if—



- 1) Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include
 - i. Acts of God or of the public enemy,
 - ii. Acts of the COUNTY in either its sovereign or contractual capacity,
 - iii. Acts of another Contractor in the performance of a contract with the COUNTY,
 - iv. Fires,
 - v. Floods,
 - vi. Epidemics,
 - vii. Quarantine restrictions,
 - viii. Strikes,
 - ix. Freight embargoes,
 - x. Unusually severe weather, or
 - xi. Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - 2) The Contractor, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies the COUNTY in writing of the cause(s) therefor. In this circumstance, the COUNTY shall ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, “receipt of notice” shall include receipt by hand by CONTRACTOR’s onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract or delivery order for default, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

ARTICLE XVI - TERMINATION FOR CONVENIENCE OF COUNTY

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

Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining



COUNTY or other public entity obligations under this Agreement. In such circumstance, COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE XVII – FEDERAL FUNDING

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

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

ARTICLE XVIII - NON-EXCLUSIVE AGREEMENT

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

ARTICLE XIX - AGREEMENT DOCUMENTS

A. INCORPORATION OF DOCUMENTS: This Master Agreement is comprised of this Agreement, Appendix A – Scope of Work, Appendix B – Pima County Living Wage Ordinance, Appendix C - General Conditions, and other documents incorporated by reference, delivery orders and modifications thereto, all drawings and specifications referenced in this Agreement or included in such delivery orders as may be issued under this Agreement, and the solicitation under which this Agreement was established, excepting that the last incorporation does not apply if this Agreement replaces individual Delivery Orders. These documents are hereby incorporated into and made part of this Agreement as if set forth in full herein.

B. ORDER OF PRECEDENCE: In the event of a conflict or inconsistency between or among the documents incorporated into this Agreement, the Agreement Documents shall take precedence in the following order:

- 1) This Agreement
- 2) General Conditions
- 3) Scope of Work
- 4) Delivery Orders
- 5) Technical Specifications, Details and/or Drawings
- 6) Solicitation
- 7) Contractor Response to the Solicitation

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



ARTICLE XX - BONDING REQUIREMENTS

CONTRACTOR shall file payment bond in the amount of 10% of the value of the contract with COUNTY prior to award of contract. At no time shall the value of the bond be less than the total value of the construction performed by CONTRACTOR under this Agreement, including delivery orders awarded to CONTRACTOR but not yet completed.

ARTICLE XXI - OWNERSHIP OF DOCUMENTS AND MODELS

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

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

ARTICLE XXII – BOOKS AND RECORDS

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

CONTRACTOR shall retain all records relating to this Agreement at least five (5) years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later.

ARTICLE XXIII - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement. This section does not relieve the Contractor of any statutory requirement relating to the presentation of claims to the Board of Supervisors of Pima County as a condition precedent to filing suit against the County. Contractor will continue performance, notwithstanding any claim, demand, dispute, controversy or difference that may arise between the parties as a result of or in connection with this Agreement or any Delivery Order.

ARTICLE XXIV - PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-604(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation that underlies this Agreement, including, but not limited to, pricing, product



specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

Any records submitted in response to the solicitation that underlies this Agreement that respondent believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.

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 shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Respondent shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

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

ARTICLE XXV - LEGAL ARIZONA WORKER'S ACT COMPLIANCE

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

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

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

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

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

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



be deemed to be a material breach of this Agreement subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this Agreement.”

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

ARTICLE XXVI - SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. §§ 35-391.06 and 393.06, CONTRACTOR hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by CONTRACTOR may result in action up to and including termination of this Agreement.

ARTICLE XXVII - NOTICES

Any formal notice required or permitted to be given by CONTRACTOR under this Contract shall be in writing and shall be served by personal delivery or by certified mail to:

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

ARTICLE XXVIII – COUNTERPARTS

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

ARTICLE XXIX – SEVERABILITY

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



ARTICLE XXX – ENTIRE AGREEMENT

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

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

PIMA COUNTY

Procurement Director

Date ____/____/____

APPROVED AS TO FORM:

Deputy County Attorney

Printed Name

Date ____/____/____



COMMITMENT LETTER

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

_____, 2013

Dear _____,

Enclosed is your copy of Master Agreement No. MA-PO-1300000000000000XXX for Property Maintenance for Real Property Division.

An officer or manager of your firm with authority to contractually bind the firm must acknowledge receipt of the Agreement and your commitment to abide by its terms by completing the below paragraph and returning this letter, with an original signature, to Pima County Procurement.

I, _____, am the _____, of
(Print Name) (Print Title)

_____ and affirm that I am authorized to execute
(Print Firm Name)

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

Signed

Date

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

Sincerely,

Chris J. Barnhill, CPPB
Commodity/Contracts Officer



APPENDIX A – SCOPE OF WORK

CONTRACTOR shall provide general repair and maintenance services on an as-needed basis for the Pima County Department of Public Works, Real Property Division, for those properties purchased by Pima County for needed public works. Some of the properties are vacant, while others have business or residential occupants. All work is to be performed according to the current edition of the Building Codes, with amendments, as adopted by Pima County as of January 2007.

Services may include the full spectrum of repair and maintenance services, ranging from yard or house cleaning to plumbing, electrical work, roofing, or boarding up and securing vacant properties.

Procedures are as follows:

- 1) If the repairs are estimated to cost less than \$3,000, CONTRACTOR must complete the work within 72 hours after notification by County, unless a later date is requested by Tenant and agreed to by COUNTY.
- 2) If repairs are estimated to cost over \$3,000, CONTRACTOR must have price quote back to COUNTY within 2 business days, and the work must be completed within 5 business days after approval by COUNTY or COUNTY'S property management contractor.
 - A. Charges that are in excess of original estimated charges must be submitted and pre-approved by COUNTY for payment. COUNTY has right of refusal for charges in excess of CONTRACTOR'S original estimate.
- 3) COUNTY work requests will be called in or faxed directly to the CONTRACTOR.
- 4) CONTRACTOR shall call Tenant (if property is occupied) within 2 hours of receiving the work request to arrange for repairs; CONTRACTOR shall maintain communication with Tenant during the course of the repairs.
- 5) CONTRACTOR shall be responsible for meeting any repair schedule obligations that may be agreed to between CONTRACTOR and Tenant and completing all repairs within the time frames of items 1) and 2) above.
- 6) CONTRACTOR shall provide emergency services as required.
- 7) Overtime changes must be pre-approved by COUNTY.
- 8) CONTRACTOR shall furnish COUNTY with an Invoice Log detailing all expenditures to date under this Contract on a monthly basis.
- 9) Invoices that are submitted for payment shall include the following:
 - a. CONTRACTOR name, address and phone number.
 - b. Contract number assigned by COUNTY.
 - c. Property address where work was performed.
 - d. Description of work performed.
 - e. Cost breakdown so that Labor, Materials, Supervision, Tax and work performed by Subcontractors are listed separately.



- f. Copies of receipts for materials used or, if a subcontractor is used, include a copy of the invoice from the subcontractor.
 - g. Every invoice must have a copy of the Pricing Page from the Contract attached.
- 10) All bids for substantial maintenance work are to include an option for meeting elements of the Pima County Regional Green Building Program for LEED for Homes.

END OF APPENDIX A - SCOPE OF WORK



APPENDIX B – PIMA COUNTY LIVING WAGE ORDINANCE

Pima County, Arizona, Code of Ordinances Title 11 - PIMA COUNTY PROCUREMENT CODE Chapter 11.38 - PIMA COUNTY LIVING WAGE

11.38.010 - Conditions for use.

Employees of contractors entering into eligible contracts with Pima County for covered services shall be paid a living wage by said contractors for the hours expended providing services to the county as provided in this chapter.

(Ord. 2002-1 § 1 (part), 2002)

11.38.020 - Eligible contract.

An eligible contract shall be a contract awarded by the county having an estimated cost in excess of the bid threshold, the aggregate dollar amount, provided for in ARS §§ 11-254.01 and 41-2535 for covered services except for the following:

- A. Contacts under which federal or state regulations preclude the applicability of a living wage;
- B. Contracts involving programs where the county shares management authority with other jurisdictions, and intergovernmental and cooperative agreements;
- C. Contracts impacted by bond covenants, grant restrictions, governmental regulations; and
- D. Contracts for job training and youth or summer employment programs.

(Ord. 2003-36 § 1, 2003; Ord. 2002-1 § 1 (part), 2002)

11.38.030 - Covered services.

Covered services are:

- A. Facility and building maintenance
- B. Refuse collection and recycling
- C. Temporary employee services
- D. Janitorial and custodial
- E. Landscape maintenance and weed control
- F. Pest control
- G. Security
- H. Moving services

(Ord. 2003-36 § 1, 2003; Ord. 2002-1 § 1 (part), 2002)

11.38.040 - Eligible employee.

Any person employed by a contractor holding an eligible contract with the county who:



- A. Is not a person who provides volunteer services that are uncompensated except for reimbursement of expenses such as meals, parking or transportation.
- B. Expendable chargeable time providing services to the county and on county property; and
- C. Is at least sixteen (16) years of age.

(Ord. 2002-1 § 1 (part), 2002)

11.38.050 - Wages.

- A. Eligible employees shall receive a wage of not less than nine dollars (\$9.00) per hour.
- B. This rate shall be automatically adjusted each successive year based upon Consumer Price Index, Western Region.
- C. If the contract is subject to a prevailing wage requirement or union agreement, the higher wage shall apply.
- D. A contractor may request that it be allowed to pay its eligible employees a wage of no less than eight dollars (\$8.00) per hour if the contractor provides health benefits with a monthly value at least as high as the difference between a monthly wage based on nine dollars (\$9.00) per hour and the requested monthly wage of no less than eight dollars (\$8.00) per hour. Proof of said benefits shall be provided at the time of bid or proposal submission, or, as the county may require, in accordance with notification by the county of its intent to award a contract.

(Ord. 2002-1 § 1 (part), 2002)

11.38.060 - Compliance.

The county procurement director shall monitor compliance, including the investigation of claimed violations, and promulgate administrative rules and regulations to implement and enforce this article. In the event of any violation of the provisions set forth in this chapter, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and shall pay the eligible employee any amounts underpaid. The provisions in eligible contracts may allow any one or more of the following remedies in the event of a written determination of a noncompliance:

- A. A penalty imposed by the county in the amount of \$50.00 for each incidence of a noncompliance for each day of noncompliance and/or each day it continues.
- B. Suspension of further payments on the contract until the violation has ceased.
- C. Suspension and/or termination of the contract for cause.
- D. Debar or suspend the contractor or subcontractor from future county contracts pursuant to Chapter 11.28

Protests or appeals of the remedies for noncompliance shall be handled under Chapter 11.20.

(Ord. 2002-1 § 1 (part), 2002)



11.38.070 - Records.

- A. The contractor or subcontractor shall make its records available for inspection, copying, or transcription by authorized representatives of the county procurement department, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or make them available, the county procurement director may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to Chapter 11.28
- B. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period for three years thereafter for all eligible employees. Such records shall contain the name, address, and social security number of each eligible employee, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- C. The contractor shall submit a payroll record for all eligible employees to the procurement director within seven days from the end of the payroll period. The payrolls submitted shall set out accurately and completely all the information required to be maintained under subparagraph (b) of this section.

(Ord. 2002-1 § 1 (part), 2002)

11.38.080 - Reporting.

On or about December 1, 2002, and every year thereafter, the county procurement director shall file an annual report on compliance with the county administrator and the board of supervisors.

(Ord. 2002-1 § 1 (part), 2002)

END OF APPENDIX B – PIMA COUNTY LIVING WAGE ORDINANCE



APPENDIX C – 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 shall be interpreted as follows:

BID: The offer of the Bidder for the work when properly made out on forms containing the Bid for Fixed Price Construction supplied by the Board 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 covering the performance of the work and the furnishing of labor, equipment, and materials in the construction of the work. The Contract includes the Notice of Invitation to Bid and Bid Documents, including Instruction to Bidders, Bid Schedule, Plans, Technical Specifications, Supplementary General and/or General Conditions, Bonds, Supplementary Agreements, and all written requirements that reasonably could be required to insure the proper completion of the work in a substantial and acceptable manner. These documents may also be referred to as the CONTRACT DOCUMENTS.

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

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

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

DIRECTOR: The Pima County Facilities Management Department Director, an assistant or other representative duly authorized by the Director to act for the Director.

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 the COUNTY to test materials and work involved in the Contract.

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



SUPPLEMENTARY AGREEMENT: A written agreement executed by the Contractor and the 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: The Supplementary General Conditions are additional to the General Conditions that are conditions or requirements peculiar to the project under consideration.

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

THE WORK: All of the work specified in the Contract.

Article 2. RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES --

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

Article 3. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC --

a. Laws to be Observed -- The Contractor is presumed to be familiar with and at all times shall observe and comply with all Federal and State laws and local ordinances, workmen'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 shall indemnify and hold harmless the County of Pima and its representatives against any claim arising from the violations of such laws, bylaws, ordinances or regulations, whether by the Contractor itself or by the Contractor's employees.

b. Permits and Licenses -- The County shall procure all County building permits, and sewer connection fees. Contractor shall post required permits on site and give all notices necessary and incidental to the due and lawful prosecution of the work. All other permits, fees, and applications for water, gas, and electric etc., shall be procured and paid for by the Contractor.

c. Sanitary Provisions -- The Contractor shall 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 State Department of Health or other authorities having jurisdiction therein.

d. Public Convenience and Safety -- The Contractor shall have due regard for the public health and shall conduct the work in such a manner as to provide and insure the safety and convenience of the public.

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

e. Barricades, Danger, Warning, and Detour Signs -- The Contractor shall 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 shall 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 -- The Contractor shall be responsible for the preservation of all public and private property on the surface or underground, along and adjacent to the work and shall conduct its operations so as to insure the prevention of injury or damage thereto. No land monuments or property shall 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 the Contractor, such property shall be restored by the Contractor 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 shall make good such damage or injury in an acceptable manner.

h. Contractor's Responsibility for Work -- Until written final acceptance of the work by the COUNTY, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by action of elements, or from any other cause, whether arising from the execution or non-execution of the work. The Contractor shall 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 shall bear the expense thereof.

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

i. Waiver of Legal Rights -- The County shall not be precluded or estopped, by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract. Neither the acceptance by the County or by any representative of the 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 the County shall 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 shall not be held to be waiver of any other subsequent breach.

Article 4. ACCIDENTS --

The Contractor shall 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.

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

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

Article 5. PIMA COUNTY BUILDING CODES --

The work embraced herein shall be done in accordance with the following Building Codes, Ordinances and Standards, with all amendments, as currently adopted by Pima County, together with any applicable Special Conditions, which are additional to and may supersede portions of these Codes. As of January 2007, this list includes the following Codes, Ordinances and Standards:

2006 International Building Code – published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, VA, 22041-3401, phone 703-931-4533, as modified by Pima County Amendments.



2006 International Residential Code – published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, VA, 22041-3401, phone 703-931-4533, as modified by Pima County Amendments.

2006 International Mechanical Code – published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, VA, 22041-3401, phone 703-931-4533, as modified by Pima County Amendments.

2006 International Plumbing Code or the State Plumbing Code – published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, VA, 22041-3401, phone 703-931-4533, as modified by Pima County Amendments.

2005 National Electric Code (NFPA 70) – published by the National Fire Protection Association, 60 Batterymarch Street, Boston, MA, 02110, as modified by Pima County Amendments.

2006 International Energy Conservation Code – published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, VA, 22041-3401, phone 703-931-4533, as modified by Pima County Amendments.

2006 International Fuel Gas Code – published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, VA, 22041-3401, phone 703-931-4533, as modified by Pima County Amendments.

2006 International Property Maintenance Code – published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, VA, 22041-3401, phone 703-931-4533, as modified by Pima County Amendments.

2006 International Wildland – Urban Interface Code – published by the International Code Council, 5203 Leesburg Pike, Suite 708, Falls Church, VA, 22041-3401, phone 703-931-4533, as modified by Pima County Amendments.

2006 Pima County Outdoor Lighting Code – available upon request from Pima County Development Services, 201 N. Stone Avenue, Tucson, AZ 85701, phone 520-740-6520.

2006 Pima County/City of Tucson Sustainable Energy Standard – available at www.PimaXpress.com.

Inclusive Home Design Ordinance – available at www.PimaXpress.com.

Where codes and/or regulations of other agencies having jurisdiction are more stringent these will take precedence.

Article 6. <Reserved>

Article 7. DELAYS

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

Article 8. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS --



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

Article 9. DETAIL DRAWINGS AND INSTRUCTIONS --

The COUNTY shall 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 shall be consistent with the Bid documents, true developments thereof, and reasonably inferable therefrom.

Article 10. COPIES OF DRAWINGS FURNISHED --

COUNTY shall provide, at no cost to the contractor, two complete sets of permit submittal documents reviewed and approved for construction by Pima County Development Services.

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

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

Article 11. ORDER OF COMPLETION --

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

Article 12. CONSTRUCTION DOCUMENTS ON THE JOB SITE --

The Contractor shall keep one copy of code approved construction documents on the job site, in good order, available to the COUNTY and to his representatives. This set of documents shall be kept current as to pending and approved changes in the work.

Article 13. OWNERSHIP OF DRAWINGS --

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

Article 14. CONTRACTOR'S UNDERSTANDING --

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

Article 15. MATERIALS, APPLIANCES, EMPLOYEES --



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

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned him.

Article 16. ROYALTIES AND PATENTS --

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

Article 17. SURVEYS, PERMITS, AND REGULATIONS --

The County shall furnish all property surveys unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor except as noted in Article 3.b. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the County unless otherwise specified.

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

Article 18. PROTECTION OF WORK AND PROPERTY --

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

Article 19. INSPECTION OF WORK --

The COUNTY representatives, shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. COUNTY shall have the authority to reject all work and materials which do not conform to the Contract.

If the specifications, the COUNTY's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the Contractor shall give the COUNTY timely notice of its readiness for inspection and if the inspection is by an authority other than the COUNTY, of the date fixed for such inspection.



Inspections by the COUNTY shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the COUNTY, it must, if required by the COUNTY, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the COUNTY and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the Bid documents, the Board shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Bid documents the Contractor shall pay such cost.

Article 20. SUPERINTENDENCE - SUPERVISION --

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

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

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

Article 21. CHANGES IN THE WORK --

The County, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. Change orders must be approved by the Procurement Director or the Board of Supervisors, as required by the Pima County Procurement Code, before the work under the change commences. All such work shall be executed under the conditions of the original Contract. Claim for extension of time caused thereby shall be made per the provisions of Article 7: Delays.

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

The value of any such extra work or change shall be determined in one or more of the following ways and included in the approved change order:

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

In the event the parties agree on the application of (c) above, a not-to-exceed amount will be included for approval in the change order. In this circumstance, CONTRACTOR shall keep and present in such form as the COUNTY may direct, a correct account of the net cost of labor and materials, together with vouchers, for application against the approved not-to-exceed amount in the change order. CONTRACTOR may invoice for overhead and profit or fee arising from such work in the last invoice under the change order, all of which is to be applied against the not-to-exceed amount. Any balance remaining in the not-to-exceed amount after final payment under the change order shall be adjusted out by change order.



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

- Overhead Limit: 10% of direct cost;
- Profit Limit: 5% of the sum of direct cost and overhead cost.

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

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

Article 22. CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK --

If the Contractor claims that any additional instructions by drawings or otherwise involve extra cost under this Contract, it shall give the COUNTY written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property. The procedure shall then be as provided for in Article 21 "Changes in the Work". No such claim shall be valid unless so made.

Article 23. DEDUCTIONS FOR UNCORRECTED WORK --

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

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

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

Article 24. <RESERVED>

Article 25. SUSPENSION OF WORK --

The County may at any time suspend the work, or any part thereof, by giving notice to the Contractor in writing. The work shall be resumed by the Contractor upon written notice from the County to the Contractor to do so. If the suspension period extends for more than one day, then any days in excess of the first day of suspension will not be counted in computing the construction time for the project.

Article 26. THE COUNTY'S RIGHT TO DO WORK --



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

Article 27. RESERVED--

Article 28. REMOVAL OF EQUIPMENT --

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

Article 29. USE OF COMPLETED PORTIONS --

The County shall have 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 shall not be deemed 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, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as the COUNTY may determine.

Article 30. PAYMENTS WITHHELD --

The 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 the 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 the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment.
- d. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract sum.
- e. Damage to another Contractor.

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

Article 31. RESERVED--

Article 32. WARRANTY --

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



Article 33. LIENS --

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

Article 34. RIGHTS OF VARIOUS INTERESTS --

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

Article 35. SEPARATE CONTRACTS --

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

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

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

Article 36. CLAIMS AND DISPUTES --

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

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

This section does not relieve the Contractor of any statutory requirement relating to the presentation of claims to the Board of Supervisors of Pima County as a condition precedent to filing suit against the County.

The Contractor shall not cause a delay in the performance of the Contract because of any claim, demand, dispute, controversy or difference that may arise between the parties as a result of or in connection with this Contract.

If either the County or the Contractor is dissatisfied with any decision of the 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 37. CLEANING UP --

The Contractor shall, as directed by the COUNTY, remove from the 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 38. FIRE PREVENTION AND PROTECTION REQUIREMENTS FOR CONSTRUCTION PROJECT –

(a) PURPOSE:

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

(b) SCOPE:

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

(c) REQUIREMENTS:

1. Make a survey of the suitability and effectiveness of existing fire control facilities, measures and devices.
2. Arrange for, provide and install a sufficient number of portable fire extinguishers suitable for work operations in accordance with the requirements of the National Fire Protection Association and local agencies having jurisdiction.
3. Fire extinguisher and devices shall be inspected, serviced and maintained in accordance with manufacturer's instructions.
4. Fire Fighting and control equipment shall be readily visible and unobstructed at all times; shall not be made inoperative or used for other purposes.
5. Installation of fire protection piping and hydrants (as specified in bid documents) shall be as prompt as possible so hose stream protection will be available when combustible materials arrive on site and potential fire causing operations begin.
6. Provide ready access for public fire department.
7. Provide safe temporary lighting and power services; properly insulate, ground, and substantially support strung wires; overloading of conductors and overfusing of circuits is prohibited; poor contacts and defective terminals, switches, wire and outlets shall not be installed. Temporary electrical installations shall be in accordance with National Electric Code and other applicable ordinances, regulations, specifications.
8. Bulk storage of lumber, gasoline, fuel oil, paint, solvents, gases shall be kept outside of buildings under construction; one day's working supply of such items may be inside at any time.
9. Flammable fluids shall be in approved containers only; open containers are prohibited.
10. Only flame resistant tarpaulins or coverings shall be used for protecting stored supplies and equipment.



11. Smoking shall be prohibited in all areas where flammable or combustible materials are stored and in other hazardous areas. "No Smoking" signs shall be posted accordingly.
12. Fires, welding, flame cutting, melting, and similar operations in combustible areas shall not be left unattended.
13. Accumulations of flammable liquids on floors, walls, etc. are prohibited; spills shall be cleaned up promptly.
14. All rags, waste, etc. soiled by combustible or flammable materials shall be placed in tightly closed metal containers and disposed of daily.
15. Tar kettles shall be located outside of and as far away as possible from building.
16. All portable cylinders of compressed gases shall be constructed, maintained and marked in accordance with Interstate Commerce Commission regulations; shall be properly secured against tipping or accidental upset, handled with care, protected against excessive heat and cold; valve protection caps shall be in place when cylinders are not in use.
17. Welding and cutting operations shall be performed only by competently proven personnel.
18. Construction debris shall be removed from buildings and site daily. Reasonably good housekeeping shall be maintained at all times.
19. All machines using cutting oil shall have metal drip pans under them to catch oil drippings, oil turnings and shavings.
20. No solvent with flash point below 100 degree F. shall be used for cleaning equipment or parts.
21. No smoking or open fire of any kind shall be permitted in areas where spray guns are in operation.
22. Wood sawdust and shavings and wood rubbish shall not be allowed to accumulate on project site.
23. Adequate precautions shall be taken to protect extensive form work and scaffolding from exposure to and spread of fire.
24. Moveable heating devices, when used, shall have safe clearances at bottom, top, and sides from combustible materials. Use of salamanders is generally prohibited; exceptions may be granted when use is considered essential.
25. Regularly scheduled inspections shall be made by Contractors authorized personnel to assure compliance with these and other jurisdictional requirements. Contractor's supervisory personnel shall be instructed in their duties concerning safe fire protection practices.

Article 39. 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 ARS 41-844 on state, county, and municipal lands, and under ARS 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 shall belong to Pima



County. No monetary compensation will be made to the CONTRACTOR for any claims due to delays in the work schedule. Only the Contract/construction time will be extended to permit the original scheduled number of days for completion of the project.

Article 40. PRODUCT AND MATERIAL DATA SAFETY SHEETS --

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

Article 41. <RESERVED>

Article 42. HAZARDOUS MATERIALS / HAZARDOUS WASTES / HAZARDOUS SUBSTANCES ABATEMENT --

Should the Contractor uncover, or otherwise become aware of the presence of any Hazardous Materials, Hazardous Wastes or Hazardous Substances during the construction of this project, notice shall be served immediately to the Facilities Management Department, and all work surrounding said materials or substances shall be ceased until directed to proceed. The Contractor is hereby advised that 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 shall 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 shall be added to the contract as Additional Services, in accordance with the provisions of Article 22, and time extensions granted in accordance with the provisions of Article 7.

Article 43. WASTE DISPOSAL FACILITIES --

The CONTRACTOR shall 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 shall apply.

Article 44. EXISTING CONDITIONS—

The Contractor shall, before the conditions are disturbed, give immediate (within 8 hours) verbal notice to the onsite Construction Manager and/or onsite County representative to be followed up by written notice within 24 hours of initial discovery to the Construction Manager and COUNTY of:

Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or

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

The Construction Manager, Architect and/or COUNTY shall investigate the site conditions within 24 hours after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an adjustment shall be made pursuant to Article 21 of the General Conditions, "Changes in the Work".

No request by CONTRACTOR for an adjustment to the contract under this clause shall be allowed, unless CONTRACTOR has given the written notice required; provided, that the time prescribed in this clause for giving written notice may be extended by the COUNTY.



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

Article 45. SECURITY CHECK—

At the discretion of the COUNTY, the contractor shall provide a fully completed Pima County Adult Detention Center Cleared Corrections Visitation (CCV) Request for all personnel who will be working in buildings/locations that are the property of Pima County Government, so that a background check may be run on each individual. This includes the general contractor and all sub-contractors, etc., working within the buildings/location.

The CCV should be submitted no less than two to three weeks in advance of the starting of a job. This will give the contractor time to replace anyone who might not be approved to work. The CCV should be submitted to the project manager of the Pima County Facilities Management Department, who will forward it on to the Pima County Sheriff's Department for processing.

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

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

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

Once the background check has been done, the Sheriff's Department will notify the project manager from Facilities Management who, in turn, will notify the contractor. If the Sheriff's Department denies approval for one of the contractor's employees because of the background check and the employee wishes to inquire as to why, the contractor shall have them call the Sheriff's Department at 740-8345, who will talk with them and explain why they have been denied.

On occasion, an individual supervisor will call the Sheriff's Department and want to know why the Sheriff's Department has denied permission to work to one of his employees. By Federal law, the Sheriff's Department cannot release that information to anyone but the individual employee. If the employee wishes to advise their boss after the Sheriff's Department has talked with the employee, that is their prerogative.

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

END OF APPENDIX C – GENERAL CONDITIONS



ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 10% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

[NAME OF CONTRACTOR] _____

(hereinafter "Principal"), as Principal, and _____

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County (hereinafter "Obligee") in the amount of **\$25,000.00**, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

IFB 72576 PROPERTY MAINTENANCE SERVICES FOR REAL PROPERTY DIVISION

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

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

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

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

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

Principal

By: _____

Surety

By: _____



(Note: This document is filled out by Contractor at the end of the project.)

AFFIDAVIT

STATE OF ARIZONA)
) SS
PIMA COUNTY, ARIZONA)

_____, being first duly sworn, deposes and says: That he or she is the
NAME

_____ of and as such, is authorized to make this affidavit for and on behalf
TITLE

of [NAME OF CONTRACTOR] is the party designated as "Contractor" in that certain Contract made and entered into at Tucson, Arizona, on the [CONTRACT AWARD DATE], by and between Pima County, Arizona, acting by and through the Board of Supervisors, Pima County, Arizona, under and by the terms of which [NAME OF CONTRACTOR] agrees to provide all labor, materials and equipment necessary to [SCOPE]. That [NAME OF CONTRACTOR] has fully and completely performed all work required to be performed by him or her under the terms of said Contract and has fully and completely complied with the terms and conditions of said Contract; that [NAME OF CONTRACTOR] has settled and paid all claims of every nature owing and due to be paid to any person, co-partnership, corporation, association, or otherwise, for labor, materials, supplies, or provisions furnished or used in performance of said Contract; that all just debts, dues and demands incurred by [NAME OF CONTRACTOR], or any Sub-Contractor for the said Contractor and all just debts, dues or demands incurred on or for the designated Contract account, by any person, in the performance of said Contract, have been settled and paid, that the matters and things herein set forth are within his or her own knowledge and true.

FURTHER AFFIANT SAYETH NOT.

By: _____

Subscribed and sworn to and before me this
_____ day of _____, 20____.

My Commission Expires: _____