



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: November 10, 2015

or Procurement Director Award

**Contractor/Vendor Name (DBA):** Centerline Mechanical, LLC (Headquarters: Cave Creek, AZ)

**Project Title/Description:**

Pima County Adult Detention Center Jail Tower HVAC Upgrade

**Purpose:**

Award of Contract CT-FM-16-105 to the lowest, responsive and responsible bidder in a not to exceed amount of \$996,126.00. The Contract term is through April 8, 2016. Administering Department: Pima County Facilities Management.

**Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010 and RQS 16-028 issued by the Pima County Facilities Management Department, Invitation for Bid #190648 was published in the legal newspaper of Pima County, posted to the Pima County Procurement website, and competed to establish a Construction Contract for Pima County Adult Detention Center Jail Tower HVAC Upgrade. Notice of the solicitation was provided directly to all vendors registered with Pima County for relevant services, researched and identified by the Procurement Contracts Officer, or provided by Facilities Management. Two bids were received for this solicitation but one was returned for arriving 2 hours late. Award is going to the lowest, responsible and responsive bidder as per the attached NORFA document.

**Program Goals/Predicted Outcomes:**

Replace failing evap cooling system in Jail Tower with air conditioning.

**Public Benefit:**

Decreased humidity to bring space temps into normal comfort levels, and will reduce wear/tear on equipment.

**Metrics Available to Measure Performance:**

Indoor air temperature and humidity levels will be tracked and kept within normal range.

**Retroactive:**

No

Procure Dept 10/27/15 PM0941

To: COB- 10-28-15 (1)

Ver. - 1  
Pgs. 48

**Original Information**

Document Type: CT Department Code: FM Contract Number (i.e., 15-123): 16-105

Effective Date: 11/10/15 Termination Date: 04/08/16 Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ 996,126.00  Revenue Amount: \$ \_\_\_\_\_

Funding Source(s): CIP Non-Bond Projects : Inmate Welfare Fund and Criminal Justice Enhancement Fund *for 10/22/15*

Cost to Pima County General Fund: 0

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards

Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Expense  Revenue  Increase  Decrease Amount This Amendment: \$ \_\_\_\_\_

Funding Source(s): Various Funds

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Ana Wilber *Ana Wilber*

Department: Procurement *Mary* 10/16/15 Telephone: 520-724-8166

Department Director Signature/Date: *[Signature]* 10/24/15

Deputy County Administrator Signature/Date: *[Signature]* 10-22-15

County Administrator Signature/Date: *[Signature]* 10/23/15  
(Required for Board Agenda/Addendum Items)



OCTOBER 14, 2015

**NOTICE OF RECOMMENDATION FOR AWARD**

The Pima County Procurement Department - Design & Construction Division hereby issues formal notice to respondents to **IFB No. 190648 – Pima County Adult Detention Center Jail Tower HVAC Upgrade**; that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after **October 23, 2015**.

RECOMMENDED:  
Centerline Mechanical, LLC

AMOUNT:  
\$996,126.00

/s/ Ana Wilber  
Contracts / Commodities Officer

Date: October 14, 2015

This notice is in compliance with Pima County Procurement Code: Sec. 11.12.010, 11.12.020 and 11.20.010.C, procedure dated 10/25/02.

cc: Pima County SBE - 43646

MS



### ARTICLE 3 – COMPENSATION AND PAYMENT

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

Total payment for this Contract shall not exceed **Nine Hundred Ninety-Six Thousand, One Hundred Twenty-Six Dollars (\$996,126.00)** CONTRACTOR's Base Bid is incorporated herein as **Exhibit "B" (2 pages)**.

The CONTRACTOR must cite the Contract number on all invoices. CONTRACTOR shall provide detailed documentation in support of requested payment.

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

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

### ARTICLE 4 – INSURANCE

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

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

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

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

- 4.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.
- 4.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.
- 4.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.  
Note: The Workers' Compensation requirement will not apply to a CONTRACTOR that is exempt under A.R.S. § 23-901, and when such CONTRACTOR executes the appropriate COUNTY Sole Proprietor or Independent CONTRACTOR waiver form.
- 4.1.4 Installation Floater - \$996,126.00, in an amount equal to the initial Contract Amount plus additional coverage equal to contract amount for all subsequent change orders.
  - a. Pima County and any others with an insurable interest in the work shall be endorsed (**Blanket Endorsements are not acceptable**) in favor of **"Pima County, and its departments, officers, officials, agents, and employees"** as **Additional Insureds** on the policy.
  - b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for flood and earth movement** as well as coverage for losses that may occur during **equipment testing**.

- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than Pima County, has an insurable interest in the property required to be covered.
- d. The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.
- e. Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of "Pima County, its departments, its officers, officials, agents, and employees" for losses arising from work performed by the Contractor for Pima County.
- f. Contractor is responsible for the payment of all deductibles under the Installation Floater.

4.2 Additional Insurance Requirements:

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

- 4.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include COUNTY, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONTRACTOR.
- 4.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONTRACTOR.
- 4.2.3 Primary Insurance Endorsement: The CONTRACTOR'S policies will stipulate that the insurance afforded the CONTRACTOR will be primary and that any insurance carried by the Department, its agents, officials, employees or COUNTY will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 4.2.4 Insurance provided by the CONTRACTOR will not limit the CONTRACTOR'S liability assumed under the indemnification provisions of this Contract.

4.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the CONTRACTOR must provide to COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to Pima County Procurement at 130 W Congress St, Tucson AZ 85701, Fax: 520-791-6508.

4.4 Verification of Coverage:

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

- 4.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverage or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 4.4.2 All certificates required by this Contract will be sent directly to the Department. COUNTY project or contract number and project description will be noted on the certificate of insurance. COUNTY reserves the right to require complete copies of all insurance policies required by this Contract at any time.

4.5 Approval and Modifications:

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

## **ARTICLE 5 – INDEMNIFICATION**

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

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

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

## **ARTICLE 6 – COMPLIANCE WITH LAWS**

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

## **ARTICLE 7 – INDEPENDENT CONTRACTOR STATUS**

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

## **ARTICLE 8 – CONTRACTOR/SUBCONTRACTOR PERFORMANCE**

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

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

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

CONTRACTOR will be fully responsible for all acts and omissions of its SUBCONTRACTOR(S) and of persons directly or indirectly employed by SUBCONTRACTOR and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it.

Nothing in this Contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any SUBCONTRACTOR, except as may be required by law.

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

#### **ARTICLE 9 – ASSIGNMENT**

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

#### **ARTICLE 10 – NON-DISCRIMINATION**

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

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

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

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

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

#### **ARTICLE 13 – NON-WAIVER**

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

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

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

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time,

while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

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

- A. Upon a failure by CONTRACTOR to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by Contract or otherwise. CONTRACTOR and its sureties, if any, will be liable for any damage to COUNTY resulting from CONTRACTOR'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following constitutes an event of default:
1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
  2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
  3. Failure to provide competent supervision at the site;
  4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient Material
  5. Failure to make prompt payment to SUBCONTRACTORS or suppliers for material or labor;
  6. Loss of CONTRACTOR'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR'S performance of this Contract;
  7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Contract; or
  8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project become COUNTY'S property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
  2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
  3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONTRACTOR will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor CONTRACTOR charged with damages under this Article, if—
1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—
    - i. Acts of God or of the public enemy,
    - ii. Acts of the COUNTY in either its sovereign or contractual capacity,
    - iii. Acts of another contractor in the performance of a Contract with the COUNTY,
    - iv. Fires,
    - v. Floods,
    - vi. Epidemics,
    - vii. Quarantine restrictions,
    - viii. Strikes,
    - ix. Freight embargoes,
    - x. Unusually severe weather, or

- xi. Delays of SUBCONTRACTORS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the SUBCONTRACTORS or suppliers; and
  - 2. CONTRACTOR, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONTRACTOR'S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

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

**ARTICLE 18 – NOTICES**

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

**COUNTY:**

Michael Kirk, Director  
 Facilities Management  
 Administration West Building  
 150 W Congress St., Floor 3  
 Tucson, Arizona 85701  
 Tel: (520) 724-3104  
 Fax: (520) 724-3900

**CONTRACTOR:**

Steven E. Cesare  
 Service Manager  
 Centerline Mechanical, LLC  
 4815 E Carefree Hwy # 180-505  
 Cave Creek, AZ 85331  
 Tel: (520) 437-1760  
 Fax: (520) 306-4974

**ARTICLE 19 - NON-EXCLUSIVE CONTRACT**

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

**ARTICLE 20 - CONTRACT DOCUMENTS**

**A. INCORPORATION OF DOCUMENTS:** CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in SOLICITATION NO.190648 PIMA COUNTY ADULT DETENTION CENTER JAIL

TOWER HVAC UPGRADE, EXHIBIT "A" SCOPE OF SERVICES, EXHIBIT "A-1" GENERAL SPECIFICATIONS, EXHIBIT "B" - BID SCHEDULE, BONDS (BID, PAYMENT, AND PERFORMANCE BONDS), EXHIBIT "C" - GENERAL CONDITIONS, SPECIAL PROVISIONS, PLANS, CONSTRUCTION DOCUMENTS, DRAWINGS AND SPECIFICATIONS, ADDENDA (if any), and on information provided in the CONTRACTOR response to this solicitation. These documents are hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.

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

- a) This Contract
- b) EXHIBIT "C" - General Conditions
- c) Special Provisions, Technical Specifications, and Plans
- d) Contractor Response to the Solicitation
- e) Instructions to Bidders
- f) Invitation to Bid

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

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

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

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

All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by CONTRACTOR under this Contract vest in and become the property of the COUNTY and will be delivered to COUNTY upon completion or termination of the services, but CONTRACTOR may retain record copies thereof. The Granting Agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Contract or any Subcontract; and (b) Any rights of copyright to which CONTRACTOR or COUNTY acquires ownership under this Contract.

#### **ARTICLE 23 - BOOKS AND RECORDS**

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

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

#### **ARTICLE 24 - REMEDIES**

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

#### **ARTICLE 25 - SEVERABILITY**

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

**ARTICLE 26 – DELAYS**

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

**ARTICLE 27 – DISPUTES**

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

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

**ARTICLE 28 – PUBLIC INFORMATION**

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

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

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

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

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

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

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

Any breach of CONTRACTOR'S or any SUBCONTRACTOR'S warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting

CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a SUBCONTRACTOR, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement SUBCONTRACTOR (subject to COUNTY approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

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

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

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

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

**ARTICLE 30 – ENTIRE AGREEMENT**

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

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

APPROVED:

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

\_\_\_\_\_  
Date

CONTRACTOR:

\_\_\_\_\_  
Signature

*Arlene Hobbs*  
\_\_\_\_\_  
Arlene Hobbs, Owner  
Name and Title (Please Print)

\_\_\_\_\_  
October 23, 2015  
Date

ATTEST:

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

APPROVED AS TO FORM:

*[Signature]*  
\_\_\_\_\_  
Deputy County Attorney  
**TOBIN ROSEN**

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

*10/26/15*  
\_\_\_\_\_  
Date

**Exhibit "A" Scope of Services  
(2 Pages including this page)**

**SCOPE OF SERVICES:**

**DESCRIPTION:**

This Project located at 1270 W Silverlake Road, Tucson, AZ 85713 consists of all materials, labor, transportation, tools, permits, fees, inspections, utilities and incidentals necessary to replace evaporative cooling system with air condition at the Pima County Adult Detention Center Jail Tower HVAC according to the Construction Documents prepared by KC Mechanical Engineering, LLC., Monrad Engineering, Inc., and Schneider Structural Engineering, dated August 7, 2015.

There are no alternate bid items.

See Exhibit A-1 for General Requirements.

**END OF EXHIBIT "A"**

**Exhibit "A-1" General Requirements  
(9 Pages including this page)**

**TOWER HVAC UPGRADE AT THE  
PIMA COUNTY ADULT DETENTION CENTER**

**Table of Contents**

- 01 3000 - Submittals
- 01 4100 – Special Provisions
- 01 5000 - Temporary Facilities
- 01 6000 – Materials and Equipment
- 01 7000 - Project Closeout

## SECTION 013000 - SUBMITTALS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including;
1. Contractor's construction schedule.
  2. Product Data.
  3. Samples.
  4. Drawings.

#### 1.2 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Include the following information on the label for processing and recording action taken.
    - a. Project name.
    - b. Date.
    - c. Name and address of Contractor.
    - d. Name and address of subcontractor.
    - e. Name and address of supplier.
    - f. Name of manufacturer.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to County using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
1. On the submittal, record deviations from Contract Document requirements, including minor variations and limitations.

#### 1.3 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit within 10 days after notice of award.

#### 1.4 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions,

catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information.
2. Submittals: Submit 4 copies of each required submittal. The County will retain two, and will return the other marked with action taken and corrections or modifications required.

#### 1.5 SAMPLES

- A. Submit one fully fabricated Sample cured and finished as specified and physically identical with the material or product proposed.

#### 1.6 SHOP DRAWINGS

- A. Submit 6 copies of each required shop drawing. The County will retain three, and will return the others marked with action taken and corrections or modifications required.

END OF SECTION 01300

## **SECTION 014100 – SPECIAL PROVISIONS**

### **PART 1 - GENERAL**

- 1.1 **CRANE STAGING AREA:** the Contractor shall be allowed use of the two areas shown on the Site Plan for staging of their crane only. The crane schedule and use of these areas must be approved by the County for a limited time only as needed for the use of the crane. All other construction staging needs shall be accommodated in other areas as noted below.
- 1.2 **CONSTRUCTION STAGING/PARKING AREA:** Contractor shall be given sole use of an area on the north side of Silverlake Road, just west of the county's paved parking lots, for employee parking and for equipment storage/staging.

### **PART 2 - PRODUCTS (Not Applicable)**

### **PART 3 – EXECUTION (Not Applicable)**

END OF SECTION 01410

## **SECTION 015000 - TEMPORARY FACILITIES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.
- B. Utilities: Water and power are available to the contractor from the owner's services without charge. The contractor shall be responsible for their proper use. The contractor is also responsible to obtain any temporary water or power in the event that during the course of construction the available services are interrupted by any of the work being performed by this contract.
- C. Sanitary Facilities: The Contractor shall provide portable toilet facilities. No County toilet facilities are available to the Contractor.
- D. Required security and protection facilities include, but are not limited to: Barricades, warning signs, lights.

#### **1.2 QUALITY ASSURANCE**

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction.

### **PART 2 - PRODUCTS - Not Applicable.**

### **PART 3 - EXECUTION**

#### **3.1 SECURITY AND PROTECTION FACILITIES INSTALLATION**

- A. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.

**END OF SECTION 015000**

## **SECTION 016000 - MATERIALS AND EQUIPMENT**

### **PART 1 - GENERAL**

#### **1.1 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.
  - 1. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
  - 2. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
  - 3. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.

### **PART 2 - PRODUCTS**

#### **2.1 PRODUCT SELECTION**

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION OF PRODUCTS:**

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated.

END OF SECTION 016000

## SECTION 017000 - PROJECT CLOSEOUT

### PART 1 - GENERAL

#### 1.3 SUBSTANTIAL COMPLETION.

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
  3. Deliver tools, spare parts, extra stock, and similar items.
  4. Complete final clean up requirements.
- B. Inspection Procedures: On receipt of a request for inspection, the County will either proceed with inspection or advise the Contractor of unfulfilled requirements. The County will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The County will repeat inspection when requested and assured that the Work has been substantially completed.
  2. Results of the completed inspection will form the basis of requirements for final acceptance.

#### 1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

3. Submit a certified copy of the County's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the County.
  4. Submit consent of surety to final payment.
- B. Re-inspection Procedure: The County will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the County.
1. Upon completion of re-inspection, the County will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
  2. If necessary, re-inspection will be repeated.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION**

**3.1 FINAL CLEANING**

- A. Cleaning: Complete cleaning operations before requesting inspection for Certification of Substantial Completion.
- B. Removal of Protection: Remove temporary protection and facilities installed during construction.

**3.2 RECORD DOCUMENT SUBMITTAL**

- A. Record Drawings:  
Maintain an As-Built set of contract drawings and shop drawings in clean, undamaged condition, with markup of actual installations which vary substantially from the work as originally shown in red marker. At completion of the project, submit the As-Built set to the County, with the as-built modifications drawn in red ink. Stamp "As-Built" with the date of record. Clearly indicate the as-built differences on plans, details, and all related drawings.
- B. Operation and Maintenance Manuals: Provide three (3) sets of a three-ring binder containing copies of all approved submittals, warranties, and product instructions, with an Index and tabs for sorting the information.

END OF SECTION 017000

END OF EXHIBIT "A-1"

Exhibit "B" BID for Fixed Price Construction Contract  
(2 Pages including this page)

**EXHIBIT "B" BID FOR FIXED PRICE CONSTRUCTION CONTRACT (1 Page)**

BID OF: Centerline Mechanical LLC  
 (CONTRACTOR'S NAME)

The undersigned bidder has carefully examined Solicitation No 190648 Bid Documents and the site of the work for the **PIMA COUNTY ADULT DETENTION CENTER JAIL TOWER HVAC UPGRADE**, and will provide all necessary machinery, tools, apparatus, and other means of construction and do all the work and furnish all material called for by this Contract, including the Specifications and Plans incorporated herein, and in accordance with the requirements of Pima County Facilities Management.

The undersigned bidder understands that the quantity of work for the base bid amount as shown hereon shall be a fixed not-to-exceed amount, complete in place.

**BASE BID: BIDDER AGREES TO PERFORM ALL OF THE NECESSARY WORK DESCRIBED IN THESE SPECIFICATIONS AND AS SHOWN ON THE DRAWINGS FOR THE FIXED PRICE OF:**

Nine hundred and ninety six thousand one hundred and twenty six <sup>00</sup> DOLLARS (\$ 996,126<sup>00</sup>)  
 (Written- Base Bid Amount)

Failure to provide a bid for all items requested on this page, including Base Bid amount, Unit Prices, Extended Amounts and Alternate(s) shall be cause for rejection of the bid as non-responsive.

The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, all applicable taxes, insurance and bonds, and the performance of all labor and services necessary for proper completion of the work.

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
1	SC	9/16			
2	SC	9/21			

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

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

Signature of Bidder:   
 Printed Name: Steven E. Cesare Date: 9/25/2015

**End of Exhibit "B"**

**Exhibit "C" General Conditions  
(15 Pages including this page)**

## **ARTICLE 1 - DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- f. Use of Explosives -- Prohibited
- g. Preservation and Restoration of Property -- Contractor will be responsible for the preservation of all public and private property on the surface or underground, along and adjacent to the work and will conduct its operations so as to insure the prevention of injury or damage thereto. No land monuments or property will be disturbed or moved until an authorized agent has witnessed or otherwise referenced their locations.

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

- h. Contractor's Responsibility for Work -- Until written final acceptance of the work by COUNTY, Contractor will have

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

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

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

#### **ARTICLE 4 – ACCIDENTS**

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

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

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

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

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

#### **ARTICLE 6 – LIQUIDATED DAMAGES FOR DELAY**

Work under this contract shall be substantially completed for beneficial occupancy, as defined in A.I.A. Doc. A201 subparagraph 8.1.3., within the number of calendar days stated in this Contract. If CONTRACTOR fails to substantially complete this contract for beneficial occupancy within the agreed number of calendar days from issuance of a notice to proceed, then and in that event, for each day this contract shall remain uncompleted for beneficial occupancy, COUNTY may deduct the sum of **\$250.00 PER CALENDAR DAY**, from the contract price as payment by CONTRACTOR of liquidated damages sustained by reason of the failure of CONTRACTOR to substantially complete this contract for beneficial occupancy within the time period agreed.

COUNTY and CONTRACTOR have agreed upon the Project scope, total price, and schedule for the performance of the work. It is the intent of the parties that the agreed schedule represents a firm commitment by CONTRACTOR and COUNTY to complete the work within the schedule identified in this Contract, as it may be adjusted from time to time.

COUNTY and CONTRACTOR understand that events may occur that delay or disrupt the schedule and/or require a change in the level of resources or effort. The parties agree, therefore, that the Contract may be adjusted as follows for Delays:

- (1) A delay in the work attributable to COUNTY shall be deemed an excusable delay for which an adjustment may be made to the schedule. In any such case the schedule of the affected task or activity may be extended one day for each day of COUNTY-caused delay; provided, however, that if the COUNTY-caused delay overlaps a period of delay attributable to any other cause, the extension for COUNTY-caused delay is limited to the number of non-overlapped days of COUNTY-caused delay.
- (2) There shall be no adjustment for any CONTRACTOR-caused delay in the work, including time to repair/replace defective work. In the event of a significant CONTRACTOR-caused delay exceeding three workdays, CONTRACTOR will provide a recovery plan to COUNTY within five days of COUNTY's request.
- (3) A delay in the work attributable to any other cause, including strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the control of COUNTY or CONTRACTOR and that arises without the fault or negligence of either, shall be deemed an excusable delay for which COUNTY and CONTRACTOR agree to negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph shall be made first and the delay attributed to such other cause shall be limited to that occurring outside of the overlap.
- (4) If any of the causes of delay in Paragraphs 1 or 3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment shall be made from Float and the completion date shall not be changed.
- (5) If any of the causes of delay in Paragraphs 1 or 3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties agree to negotiate an equitable adjustment therefor.
- (6) COUNTY and CONTRACTOR agree to negotiate an equitable adjustment of cost for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by COUNTY that materially deviates from or adds to the work.

Claims for extension of time must be submitted in writing to the COUNTY for review and approval no later than seven (7) days after the initiation of that delay. In the case of a continuing cause of delay, only one claim is necessary.

Approval of time extension for delays shall be granted only based on the verification of a daily log maintained by the superintendent at the job site. The daily log must segregate and document each individual delay occurrence, and then separately track the job costs attributable to changes in the work noted in Article 21. Failure to maintain the daily logs in the manner described above shall result in the COUNTY's denial of the claim for time extension.

If the Contractor has requested detail drawings and instructions as noted in Article 9, no request for delay shall be approved on account of the County's failure to furnish drawings until two weeks after demand for such drawings.

#### **ARTICLE 7 – EXECUTION, CORRELATION AND INTENT OF DOCUMENTS**

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

#### **ARTICLE 8 – DETAIL DRAWINGS AND INSTRUCTIONS**

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

true developments thereof, and reasonably inferable therefrom.

**ARTICLE 9 – COPIES OF DRAWINGS FURNISHED**

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

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

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

**ARTICLE 10 – ORDER OF COMPLETION**

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

**ARTICLE 11 – CONSTRUCTION DOCUMENTS ON THE JOB SITE**

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

**ARTICLE 12 – OWNERSHIP OF DRAWINGS**

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

**ARTICLE 13 – CONTRACTOR'S UNDERSTANDING**

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

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

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

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

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

**ARTICLE 15 – ROYALTIES AND PATENTS**

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

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

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

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

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

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

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

## **ARTICLE 18 – INSPECTION OF WORK**

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

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

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

## **ARTICLE 19 – SUPERINTENDENCE - SUPERVISION**

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

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

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

## **ARTICLE 20 – CHANGES IN THE WORK**

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor will promptly remove from the premises all materials condemned by County as failing to conform to the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 28 – USE OF COMPLETED PORTIONS**

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

### **ARTICLE 29 – PAYMENTS WITHHELD**

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

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

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

### **ARTICLE 30 – WARRANTY**

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

### **ARTICLE 31 – LIENS**

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

### **ARTICLE 32 – RIGHTS OF VARIOUS INTERESTS**

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

### **ARTICLE 33 – SEPARATE CONTRACTS**

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

properly connect and coordinate its work with theirs.

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

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

#### **ARTICLE 34 – DIRECTOR'S STATUS**

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

#### **ARTICLE 35 – CLAIMS AND DISPUTES**

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

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

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

#### **ARTICLE 36 – CLEANING UP**

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

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

(a) PURPOSE:

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

(b) SCOPE:

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

(c) CONTRACTOR REQUIREMENTS:

1. Make a survey of the suitability and effectiveness of existing fire control facilities, measures and devices.
2. Arrange for, provide and install a sufficient number of portable fire extinguishers suitable for work operations

in accordance with the requirements of the National Fire Protection Association and local agencies having jurisdiction.

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

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

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

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

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

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

#### **ARTICLE 40 – SECURITY CHECK**

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 42 – WASTE DISPOSAL FACILITIES**

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

#### **ARTICLE 43 – AS-BUILT DRAWINGS**

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

#### **ARTICLE 44 – EXISTING CONDITIONS**

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

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

conditions, an adjustment will be made pursuant to Article 20 of the General Conditions, "Changes in the Work".

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

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

**END OF EXHIBIT "C"**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kohlhase Rougemont Insurance 7075 W. Bell Rd., Ste # 15  Glendale AZ 85308		<b>CONTACT NAME:</b> Stacy Rougemont <b>PHONE (A/C, No, Ext):</b> (623) 215-4139 <b>FAX (A/C, No):</b> (623) 215-4691 <b>E-MAIL ADDRESS:</b>															
<b>INSURED</b> Centerline Mechanical LLC 4815 E Carefree Hwy Ste 108 505 Cave Creek AZ 85331		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER B: Peerless Indemnity Insurance</td> <td>18333</td> </tr> <tr> <td>INSURER C: The Ohio Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER D: American Liberty Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Company	24082	INSURER B: Peerless Indemnity Insurance	18333	INSURER C: The Ohio Casualty Insurance Company	24074	INSURER D: American Liberty Insurance Co.		INSURER E:		INSURER F:	
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**COVERAGES** CERTIFICATE NUMBER: CL157706105 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	BKS55503594	7/2/2015	7/2/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Package Modification Factor 1 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	BA3795614	7/2/2015	7/2/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Schedule Mod Factor 1 \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB. <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			USO55503594	7/2/2015	7/2/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WCN02110863315	7/2/2015	7/2/2016	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	INSTALLATION FLOATER (ALL RISK/REPLACEMENT COST)	X	Y	BKS55503594	7/2/2015	7/2/2016	LIMIT: \$996,120

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATES OF INSURANCE MODIFYING:**

Modifying a Certificate of Insurance is considered a Class 5 felony punishable by a jail term of 18 months to a maximum of 24 months.

The certificate holder is listed as Additional Insured as their insured may appear. Insurance shall be Primary and Non-Contributory, Waiver of Subrogation is in favor of the Additional Insured.

**CERTIFICATE HOLDER**

Pima County  
 130 West Congress Street  
 3rd Floor  
 Tucson, AZ 85701

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Arlene Yeskin/AY

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name of Person or Organization:**

Pima County  
130 W Congress St – 3<sup>rd</sup> FL  
Tucson, AZ 85701

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B. With respect to the insurance afforded to these additional insured's, the following exclusion is added:**

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Pima County  
130 Congress St - 3rd FL  
Tucson, AZ 85701

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy Number: BA3795614  
Effective:

COMMERCIAL AUTO  
UGCA 35 99 01 07

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **SCHEDULE**

<b>Name Of Person Or Organization:</b>
Pima County 130 Congress St - 3rd FL Tucson, AZ 85701
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form. The inclusion of additional interest or interests will not operate to increase the limit of our liability.

An additional premium of \$ . is fully earned at the time of issue.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Pima County  
130 Congress St - 3rd FL  
Tucson, AZ 85701

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement  
Insured

Effective Policy No. WCN02110863315 Endorsement No.  
Premium

Insurance Company

Countersigned by Arlene Yeskin

WC 00 03 13  
(Ed. 4-84)

**ARIZONA STATUTORY PERFORMANCE BOND** Bond No. 17822  
**PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES**  
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: Centerline Mechanical LLC  
(hereinafter "Principal"), as Principal, and Western National Mutual Insurance Company  
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of MN,  
with its principal office in the City of Minneapolis, MN, holding a certificate of authority to  
transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20,  
Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County, Arizona,  
(hereinafter "Obligee") in the amount of ~~Twenty-Six and no/100 dollars (\$26,000)~~ Nine Hundred Ninety-Six Thousand One Hundred  
(\$996,126.00)  
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  
10-20-15 for Pima County Adult Detention Center Jail Tower HVAC Upgrade which  
contract is hereby referred to and made a part hereof as fully and to the same extent as if  
copied at length herein.

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

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

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

Witness our hands this 22nd day of October, 2015.

Centerline Mechanical LLC  
Principal

Western National Mutual Insurance Company  
Surety

By: *Allen Hobbs*  
OWNER

By: *Stephanie Bucholz*  
Stephanie Bucholz, Secretary



ARIZONA STATUTORY PAYMENT BOND Bond No. 17822  
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: Centerline Mechanical LLC  
(hereinafter "Principal"), as Principal, and Western National Mutual Insurance Company  
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of MN,  
with its principal office in the City of Minneapolis, MN, holding a certificate of authority to  
transact surety business in Arizona issued by the Director of Department of Insurance pursuant  
to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County, Arizona,  
(hereinafter "Obligee") in the amount of Nine Hundred Ninety-Six Thousand One Hundred  
Twenty-Six and no/100 dollars (\$996,126.00)  
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  
10-20-15 for Pima County Adult Detention Center Jail Tower HVAC Upgrade 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 22nd day of October, 20 15.

Centerline Mechanical LLC  
Principal  
Western National Mutual Insurance Company  
Surety

By: Cheryl Hobbs, owner  
By: Stephanie Bucholz  
Stephanie Bucholz, Attorney



**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Susan A. Toomey, Debra K. Williams, Andrew A. Farr, Stephanie L. Bucholz, Gregory P. Griffith (CBI Bonding, Inc. - #9258)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Five Million Dollars (\$5,000,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
  - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
  - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 1st day of October, 2012.

  
Joseph Pingatore, Secretary



  
Daniel E. Stein, Vice-President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

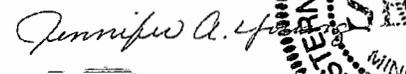
On this 1st day of October, 2012, personally came before me Daniel E. Stein and Joseph Pingatore to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Jennifer A. Young, Notary Public  
My commission expires January 31, 2016

CERTIFICATE  
I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Edina, MN this 22nd day of October, 2015.

  
Jennifer A. Young, Assistant Secretary



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Security Paper**

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

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