

## **APPENDIX "A" SCOPE OF WORK (2 Pages)**

This is an indefinite quantity, unit priced, annual term, Job Order Master Agreement under which the Contractors will provide all labor, materials, management, supervision, services, and coordination required to construct a full range of traffic signal, roadway intersection, paving and drainage improvement projects located in Pima County, including Ajo, Arizona. Work shall be performed as defined and ordered by the COUNTY by issuance of an individual job order for each individual project. COUNTY may select a Contractor for the award of a Job Order for a Project expected to cost less than \$100,000 based on availability or such other criteria as COUNTY may determine in its sole discretion. The selection of the Contractor for award of a Job Order for a Project valued \$100,000 or greater will be based on the responses to a simplified request for quotation covering either cost or cost and schedule from ALL Job Order Contractors under contract to PCDOT. Contractors may be required to submit quotes based on the full spectrum from limited conceptual drawings to complete construction documents, and variations in between. The quotation may also require the Contractor to perform limited pre-construction services such as alternatives analysis or material availability and pricing, or scheduling/phasing. The Contractor's quoted cost shall either be lump sum or Guaranteed Maximum Price, to deliver the project complete and in place. Job order contractors must provide a quote within five (5) business days of a request for quotation and begin work within five (5) business days of the Notice to Proceed in order to be considered eligible for award of the Job Order.

### **DESCRIPTION OF WORK and SERVICES**

It is expected that the content of work will vary for each Project/Job Order. All work will be ordered and performed in accordance with the Contract, Specifications, General and Special Conditions of the Contract documents, Special Provisions and Plans.

Pima County may provide Project Plans and Special Provisions for each Job Order. The Project Plans and Specifications may range from very limited conceptual designs to full construction documents and provisions. Generally, the Contractor may be required to perform conceptual estimates to determine the required items and quantities required to construct each Job Order complete and in-place, submit a detailed Lump Sum "Complete and In-Place" Price, or a Not-to-Exceed Guaranteed Maximum Price quote, along with a proposed Schedule to the COUNTY for all labor, materials, equipment and services required to satisfy the Job Order, and negotiate acceptance by the COUNTY prior to the commencement of work on each Job Order.

The scope of work for this project is comprised of the following and incidental associated work including appropriate permits needed for construction:

#### **Work**

Work means in response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design, and construction work which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order.

#### **General Construction And Maintenance**

Surveying and staking for construction projects; Grading drainageways, ditches, berm and dike, providing and installing sub-grade, material for maintenance roads and paved pathways; Saw-cutting of various types of materials; Rolling and compacting sub-grade, and paving materials; Hauling and transporting dirt, base material, various types of heavy equipment, and other materials to the project sites; Laying down new asphalt paving; to Pima County standards.

### General Road Construction

Surveying and staking for construction projects; Grading shoulders, sub-grade, finish-grade of base material for road construction; Saw-cutting of various types of paving materials; Rolling and compacting sub-grade, road shoulders, and paving materials; Hauling and transporting dirt, base material, various types of heavy equipment, and paving materials to the project sites; Laying down new asphalt paving; Installing permanent traffic striping to Pima County standards; Installing permanent traffic signing to Pima County standards.

### Drainage Structures

Construction and maintenance of floodwalls, retaining walls, bank protection, stormdrains, catch basins, manholes, culverts, pedestrian bridges, grates, and other structures.

### Drainage Construction

Grading for drainage structures; Installing and constructing bank protection, culverts, stormdrains, pedestrian bridges and other drainage structures to ADOT/Pima County standards; Installing curbing and associated facilities to ADOT/Pima County standards.

### Fencing and Safety railing

Installation and construction of fences, barricades, safety rail, post and cable and signs.

### Miscellaneous Utility Relocations

Relocating utilities in accordance with local utility standards, permits, coordination, blue staking, and connections.

### Construction Traffic Control

Providing controls, directions and safety of vehicular, pedestrian, bicyclist and equestrian traffic in all associated work areas.

### Landscaping and Irrigation

Providing, planting and establishing all plant materials, landscape irrigation systems and landscape hardscape.

### Pavement Overlays

Asphalt; Chip-seal; Slurry-seal; Micro-seal.

### Traffic Signals

Intersection signals, pedestrian crossings, photo radar installations and emergency responder/public safety modifications.

### Roadway Intersections

Including safety improvements and site distance or traffic capacity modifications.

**APPENDIX "B"**  
**GENERAL CONDITIONS**

**Article 1. DEFINITIONS**

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

**BID/QUOTE:** The Contractor's offer to perform a task or project under the Agreement when properly submitted and signed.

**TASK/PROJECT DOCUMENTS:** Drawings, Technical Specifications, Supplementary Conditions, and/or Bid Schedule used to describe the work for an individual task or project.

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

**CONTRACT:** The written agreement covering the performance of the work and the furnishing of labor, equipment, and materials in the construction of the work.

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

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

**COUNTY:** Pima County Arizona, a body politic and corporate, or a representative thereof.

**DAYS:** Days will be considered calendar days unless otherwise specified, excluding County recognized Holidays.

**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.

**JOB ORDER:** The Contract awarded to CONTRACTOR for the performance of work under the terms of this Agreement.

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

**OWNER'S CONTINGENCY:** A sum of money that may be included in a Job Order and used at the Owner's discretion for change orders for additional work or for covering the cost of unanticipated extra work such as may arise as a result of changed conditions.

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

**PROJECT MANAGER:** The person so designated by the COUNTY to oversee the project on its behalf.

**STANDARD SPECS:** The directions, provisions, and requirements contained in the current edition of the Pima County/City of Tucson Standard Specifications and Details for Public Improvements, 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.

**SUPPLEMENTARY AGREEMENT:** A written agreement executed by the CONTRACTOR and the COUNTY covering alterations to the project. A change order or a force account work request prepared on the approved form of the Department is a supplementary agreement, but is not effective until executed by both parties.

**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 the CONTRACTOR, who is primarily liable, and which (agrees) to be responsible for its payment of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

**THE WORK:** All of the work specified in any Job Order.

## **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 the CONTRACTOR before starting work. Excavations in the vicinity of existing structures and utilities will be carefully done by hand. The 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 -- The CONTRACTOR is presumed to be familiar with and at all times will observe and comply with all Federal and State laws and local bylaws, workmen's compensation, occupational disease, and unemployment compensation laws together with the payment of all premiums and taxes therefor, also all laws, ordinances, and regulations in any manner affecting the conduct of the work and will indemnify and hold harmless the COUNTY of Pima and its representatives against any claim arising from the violations of such laws, bylaws, ordinances or regulations, whether by the CONTRACTOR itself or by the CONTRACTOR'S employees.
- b.     Permits and Licenses -- The CONTRACTOR 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. All other permits, fees, and applications for water, gas, electric etc., will be procured and paid for by the CONTRACTOR.
- c.     Sanitary Provisions -- The 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 State Department of Health or other authorities having jurisdiction therein.
- d.     Public Convenience and Safety -- The 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, including any dust control provisions required by the Pima County Department of Environmental Services.

When special conditions prevail and extraordinary measures are necessary, the details will be set forth in the Job Order

e. Barricades, Danger, Warning, and Detour Signs -- The 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. 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 the CONTRACTOR, such property will be restored by the CONTRACTOR at its own expense, to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or it will make good such damage or injury in an acceptable manner.

g. CONTRACTOR's Responsibility for Work -- Until written final acceptance of the work by the 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 to any portion of the work occasioned by any reasonably foreseeable cause before final acceptance and will bear the expense thereof.

In case of the suspension of work for any cause whatever, the 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.

h. Waiver of Legal Rights -- The COUNTY will not be precluded or be stopped, by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the CONTRACTOR, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract. Neither the acceptance by the COUNTY or by any representative of the COUNTY nor any payment, nor acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the COUNTY 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 will not be held to be waiver of any other subsequent breach.

#### **Article 4. ACCIDENTS**

The 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.

The CONTRACTOR must promptly report in writing to the 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 damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident will be reported immediately by telephone or messenger to both the Project Manager and Pima County.

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

## **Article 5. PIMA COUNTY STANDARD SPECIFICATIONS AND DETAILS**

The work embraced in Job Orders under this Agreement will be done in accordance with the Pima County/City of Tucson Standard Specifications and Details for Public Improvements, current edition, and/or other applicable industry standards with all amendments, as currently adopted by Pima County, together with the Special General Conditions herein, which are additional to and supersede portions of the Standard Specifications. The following documents are incorporated herein by reference and apply to Job Orders under this Agreement:

- Project Plans (if any)
- Special Provisions (if any)
- Pima County-City of Tucson Standard Specifications for Public Improvements, Current Edition, hereinafter referred to as the "Standard Specifications"
- Standard Details for Public Improvements, 2003 Edition, City of Tucson-Pima County
- Pima County Roadway Design Manual, 2003
- PCDOT and FCD Traffic Signal Design Manual (2008)
- PCDOT and COT Pavement Marking Design Manual (2002)
- Arizona Department of Transportation, Highways Division, Standard Drawings Construction July 1994; Structures June 1992.

## **Article 6. LIQUIDATED DAMAGES FOR DELAY**

If specified in a job order, if the CONTRACTOR fails to substantially complete that job order for beneficial occupancy within the number of working days as specified in the job order, then and in that event, for each day this contract will remain uncompleted for beneficial occupancy, COUNTY may deduct the sum as indicated in Section 108-9 of the Standard Specifications for Public Improvements, 2003 edition, from the contract price as payment by CONTRACTOR of the liquidated damages sustained by reason of the failure of CONTRACTOR to substantially complete the work for beneficial occupancy within the time period specified. Provided, however, that if the completion of this contract is delayed by COUNTY, by general strikes, acts of God, or casualty beyond CONTRACTOR's control, then and in such event, the time of completion of this contract will be extended for an additional period equal to the amount of time lost due to such delay. Provided, always, however, that CONTRACTOR will at the time of such delay, if any, request of COUNTY in writing such additional time in which to complete the performance of this Contract.

Contractor will, at time of such delay, request in writing such additional time in which to complete The Work.

## **Article 7. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS**

These 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 inferred 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 which 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**

Unless otherwise provided in a job order, the 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 Contract Documents, true developments thereof, and reasonably inferable therefrom.

## **Article 9. COPIES OF DRAWINGS FURNISHED**

Unless otherwise provided in a Job order, COUNTY will provide, at no cost to the CONTRACTOR, such copies of drawings and approved construction documents in non-reproducible form as are requested by CONTRACTOR and deemed necessary by COUNTY.

## **Article 10. ORDER OF COMPLETION**

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

## **Article 11. CONSTRUCTION DOCUMENTS ON THE JOB SITE**

The CONTRACTOR will keep one copy of code approved construction documents on the job site, in good order, available to the COUNTY. 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 the COUNTY or developed under individual job orders are the property of Pima County. They are not to be used on other work and, with the exception of the signed Contract set, are to be returned to COUNTY on request, at the completion of the work. All models are the property of the COUNTY.

## **Article 13. MATERIALS, APPLIANCES, EMPLOYEES**

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

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

## **Article 14. ROYALTIES AND PATENTS**

The CONTRACTOR will pay all royalties and license fees. It will defend all suits or claims for infringement of any patent rights and will hold COUNTY harmless from loss of 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 the 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 the COUNTY.

## **Article 15. SURVEYS, PERMITS, AND REGULATIONS**

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

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 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 the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the COUNTY, it will bear all costs arising therefrom.

## **Article 16. PROTECTION OF WORK AND PROPERTY**

CONTRACTOR will continuously maintain adequate protection of all its work from damage and will protect the 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 Contract Documents or caused by Agents or employees of the COUNTY. It will adequately protect adjacent property as provided by law and the Agreement. It will provide and maintain all passage ways, guard fences, lights, and other facilities for protection required by public authority or local conditions.

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

## **Article 17. INSPECTION OF WORK**

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

During the course of construction, as identified in the scheduled, initial construction inspections, if work fails to comply with the project plans and specifications, the CONTRACTOR will be responsible for all additional engineering contractor costs associated with re-inspections, meetings and reports.

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

Reexamination of questioned work may be ordered by the COUNTY and if so ordered the work must be uncovered by the CONTRACTOR. If such work be found in accordance with the Contract Documents, the Board will pay the cost of reexamination and replacement. If such work be found not in accordance with the Contract Documents the CONTRACTOR will pay such cost.

## **Article 18. SUPERINTENDENCE - SUPERVISION**

The 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 the COUNTY, unless the Superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ. The Superintendent will represent the CONTRACTOR in its absence and all directions given to it will be as binding as if given to the CONTRACTOR. Important directions will be confirmed by written request in each case. The CONTRACTOR will give efficient supervision to the work, using its best skill and attention.

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

Neither the COUNTY, nor the CONTRACTOR, will employ an employee of the other without consent.

## **Article 19. DEDUCTIONS FOR UNCORRECTED WORK**

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

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

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

## **Article 20. THE COUNTY'S RIGHT TO DO WORK**

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

## **Article 21. REMOVAL OF EQUIPMENT**

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

## **Article 22. USE OF COMPLETED PORTIONS**

The COUNTY will have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use will not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the CONTRACTOR will be entitled to such extra compensation, or extension of time, or both, as the COUNTY may determine.

## **Article 23. PAYMENTS WITHHELD**

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

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

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

## **Article 24. BUILDER'S RISK**

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

## **Article 25. WARRANTY**

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

During the warranty period, should the CONTRACTOR fail to repair such defective material and/or workmanship or to make replacements within five (5) days after written notice by the COUNTY, it is agreed that the COUNTY will make such repairs and replacements and the actual cost of the required labor and materials will be chargeable to and payable by the CONTRACTOR or his surety.

## **Article 26. LIENS**

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

## **Article 27. RIGHTS OF VARIOUS INTERESTS**

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

## **Article 28. SEPARATE CONTRACTS**

The 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 proper execution of its subsequent work, CONTRACTOR will measure work already in place and will at once report to the COUNTY any discrepancy between the executed work and the drawings.

## **Article 29. COUNTY'S STATUS**

The COUNTY'S Project Manager will have general review of the work. He will have the authority to reject all work and materials which do not conform to the contract.

## **Article 30. CLEANING UP**

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

## **Article 31. 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 Department of Transportation. CONTRACTOR will also comply with all applicable ordinances, laws, rules, and regulations of public authority having jurisdiction for fire prevention and protection.

### **(c) Requirements:**

1. Make a survey of the suitability and effectiveness of existing fire control facilities, measures and devices.
2. Arrange for, provide and install a sufficient number of portable fire extinguisher 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 contract 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 over fusing 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 days 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 will be prohibited in all areas where flammable or combustible materials are stored and in other hazardous areas. "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 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 form work 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 32. ARCHAEOLOGICAL SALVAGE**

Whenever, during the course of construction, historical ruins or objects are encountered, such objects will not be destroyed, or moved, unless otherwise specified. Work will be stopped and notification will be given to the COUNTY. Work will be rescheduled to avoid disturbing such areas, and the COUNTY will be notified immediately. The salvage of all archaeological materials belongs to the COUNTY. (Ariz. Revised Statutes 41-841 et. seq.)

#### **Article 33. PRODUCT DATA SAFETY SHEETS**

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

#### **Article 34. SECURITY CHECK**

At the discretion of the COUNTY, CONTRACTOR will provide a roster of the personnel who will be working in buildings/locations which are the property of Pima County Department of Transportation, so that a background check may be run on each individual. The roster must include full name, (including middle initial), date of birth, and social security number. This includes the general CONTRACTOR and all sub-contractors, etc., working within the buildings/location.

This roster should be submitted no less than two weeks in advance of the starting of a job. This will give the CONTRACTOR time to replace anyone who might not be approved to work. The roster should be submitted to the Project Manager, who will forward it onto the Pima County Sheriff's Department for processing.

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

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

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

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

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

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

#### **Article 35. 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 COUNTY, and all work surrounding said materials or substances will be ceased until directed to proceed. CONTRACTOR is hereby advised that construction delays due to Hazardous Materials, Hazardous Wastes or Hazardous Substances abatement may occur.

If this Contract does not otherwise require the services of a Hazardous Materials Contractor, abatement of such materials will be provided by Pima County Department of Transportation, 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 20, and time extensions granted in accordance with the provisions of Article 21.

#### **END OF GENERAL CONDITIONS**