



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: July 7, 2015

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): American Western Of Arizona, LLC and Woodstock Builders, Inc.

Project Title/Description:

Low Income Mobile Home Roofing Services

Purpose:

Award of Contract MA-PO-15000000000000000350 to the two lowest bidders in a cumulative not to exceed amount of \$600,000.00. The Contract term is for an initial period of one (1) year and includes four (4) one year renewal periods. Administering Department: Pima County Community Development and Neighborhood Conservation.

Procurement Method:

Pursuant to Pima County Procurement Code 11.12.010 and RQM 15*266 issued by the Community Development & Neighborhood Conservation department, Invitation for Bid # 178649 was published in the legal newspaper of Pima County, posted to the Pima County Procurement Internet site, and competed to establish an "as required" Contract for Low Income Mobile Home Roofing Services. 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 the requesting department of which one (1) was classified as SBE.

Program Goals/Predicted Outcomes:

The goal of these Master Agreements is to continue to build upon efficiencies created within the Pima County Home Repair and Weatherization Program in assisting qualified low income homeowners served. Predicted outcomes include increased service productivity and number of unincorporated residents served.

Public Benefit:

Improved housing stock throughout unincorporated Pima County.

Metrics Available to Measure Performance:

Number of homes and roof repairs completed by the Pima County Home Repair and Weatherizations Program.

Retroactive:

No

Original Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 15*350
Effective Date: 7/15/15 Termination Date: 7/14/16 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$ 600,000.00 ☐ Revenue Amount: \$ _____
Funding Source(s): Community Development Block Grant

Cost to Pima County General Fund: _____

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): _____

Cost to Pima County General Fund: _____

Contact: Matthew Sage
Department: LA Wagner 6/23/15 Telephone: 520-724-8586
Department Director Signature/Date: _____
Deputy County Administrator Signature/Date: Jon Baker 6-25-15
County Administrator Signature/Date: C. Brubaker 6/25/15
(Required for Board Agenda/Addendum Items)

NOTICE OF RECOMMENDATION FOR AWARD

The Pima County Procurement Department - Design & Construction Division hereby issues formal notice to participating respondents for:

SOLICITATION NO. 178649: LOW INCOME MOBILE HOME ROOFING SERVICES.

The below listed firms will be recommended for award of an Indefinite Delivery / Indefinite Quantity Contract. The award is anticipated to be heard on the Pima County Board of Supervisors meeting scheduled for July 7, 2015.

RECOMMENDED:

American Western of Arizona, LLC
Woodstock Builders, Inc.

AMOUNT

\$299,750.00*
\$301,574.00

*American Western of Arizona, LLC is a certified SBE business and as such bid was evaluated at 5% of the bid amount shown above (\$284,762.50).

Contracts Officer: /s/ Matthew Sage
Matthew T. Sage

Date: 6/3/15

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

**PIMA COUNTY COMMUNITY DEVELOPMENT AND
NEIGHBORHOOD CONSERVATION**

PROJECT: LOW INCOME
MOBILE HOME ROOFING SERVICES

CONTRACTOR: American Western of Arizona, L.L.C.
1335 West Limberlost Drive
Tucson, Arizona 85705

Wood Stock Builders, Inc.
4921 North Auburn Lane
Tucson, Arizona 85749

AMOUNT: \$600,000

FUNDING: Community Development Block Grant

CONTRACT

NO. MA-PO-15000000000000350

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

(stamp here)

THIS Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and American Western of Arizona, L.L.C. and Wood Stock Builders, Inc., hereinafter called CONTRACTOR in the singular, CONTRACTORS in the plural, and all collectively, including COUNTY, referred to as the Parties.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONTRACTOR for as needed Low Income Mobile Home Roofing Services for COUNTY; and

WHEREAS, CONTRACTOR submitted one of the lowest, responsive bids to COUNTY in response to Pima County Invitation to Bid No. 178649 for said work.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration the Parties hereto agree as follows:

ARTICLE 1 - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as approved by the Board of Supervisors on July 7, 2015 will commence on July 15, 2015 and will terminate on July 14, 2016 unless sooner terminated or further extended for the purposes of project completion.

COUNTY has the option to extend the contract for up to four (4) additional one-year periods. Any modification or extension of the Contract termination date will be by formal written amendment executed by the Parties. The Procurement Director or the Board of Supervisors, as required by the Pima County Procurement Code, must approve any change order to the Contract or to the Scope of Services before CONTRACTOR performs the work authorized by the change order.

Construction completion time for the work to be performed under this Contract as noted in each Delivery Order. Liquidated damages may be assessed based upon the construction completion time, if so specified in a Delivery Order.



ARTICLE 2 - SCOPE OF SERVICES

This is an indefinite delivery/indefinite quantity (ID/IQ) contract for such Low Income Mobile Home Roofing Services as COUNTY will order from CONTRACTOR from time to time. The general scope of the work is reflected in the line item tasks in the Low Income Mobile Home Roofing Services Bid Schedule submitted by CONTRACTOR in response to Invitation to Bid No. 178649, appended hereto as Appendix "A" American Western of Arizona, LLC, Low Income Mobile Home Roofing Services Bid Schedule (5 pages) and Appendix "B" Wood Stock Builders, Inc., Low Income Mobile Home Roofing Services Bid Schedule (5 pages). All work will be performed in compliance with Appendix "C" Scope of Services (4 Pages) and Appendix "D" General Conditions (15 Pages), and Appendix "E" Special Conditions – Federal Grant Provisions (5 pages). CONTRACTOR will provide all labor, materials and equipment necessary to finish ordered line item tasks so that they are complete in place in accordance with industry standards. Line-item unit prices are all-inclusive; components, parts, gaskets, fasteners, connectors, materials, coverings, or other items not described in a line item but reasonably necessary to complete the task within industry standards are included in the line item and are not separate pay items.

Adjustments for extra items will be made only in exceptional circumstances outside the industry norm involving significant additional costs. All work will be done per specifications called for in the bid documents, Pima County Invitation to Bid No. 178649, General Conditions, and Supplemental Conditions, if any, to the Contract, and other documents incorporated into this contract, all made a part hereof.

Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement Code, before the work under the amendment commences.

CONTRACTOR understands this Contract is wholly or partially funded by a Federal Grant and that CONTRACTOR is therefore subject to the additional Federal requirements stated in Appendix "E" Special Conditions – Federal Grant Provisions (5 Pages) and all attachments thereto, if any. CONTRACTOR agrees to comply with all such requirements and agrees further that any failure by CONTRACTOR to comply with the additional Federal Requirements will be deemed a substantial breach of this Contract subject to termination for default in accordance with Article 16.

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.

CONTRACTOR will provide detailed documentation in support of requested payment. Payments will be made in accordance with A.R.S. § 34-221. CONTRACTOR will invoice for each ordered job upon completion and acceptance of the work by COUNTY. Payments will be based on the unit prices for tasks performed times the agreed quantities of each task. Payment requests will assign all costs to items identified by Appendix "A" and Appendix "B".

Total cumulative payment for this Contract will not exceed Three Hundred Thousand Dollars (\$600,000.00).

It is the intention of both Parties that pricing will remain firm during the term of the Contract. Price increases will only be considered in conjunction with a renewal of the Contract. In the event that economic conditions are such that unit price increases are desired by the CONTRACTOR upon renewal of the Contract, CONTRACTOR will submit a written request to COUNTY with supporting documents justifying such increases at least 90 days prior to the termination date of the Contract. It is agreed that the Unit Prices will include compensation for the CONTRACTOR to implement and actively conduct cost and price control activities. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to renew or extend the Contract as provided for in Article 1 of this Contract.

For the period of record retention required under Article 25, 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.

COUNTY has a purchase order system that will be linked to this Contract for accounting purposes only. CONTRACTOR must cite the purchase order number on all invoices. The terms and conditions on the purchase order do not apply to this Contract which will be governed by the terms of this Contract.

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

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

Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be named as additional insureds for all operations performed within the scope of the Contract between Pima County and CONTRACTOR;

Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage. Pima County is to be named as additional insureds for all operations performed within the scope of the Contract between Pima County and CONTRACTOR;

If required by law, Statutory Workers' Compensation including Employer's Liability.

Insurance must be from carriers acceptable to COUNTY. CONTRACTOR will provide COUNTY with certificates of insurance for all required insurance. All certificates must provide for a thirty (30) day advance notice of any modification, material change, non-renewal or cancellation.

The CONTRACTOR'S insurance is primary insurance and non-contributory with respect to all other available sources.

ARTICLE 5 - INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR indemnifies and holds harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of the 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 must be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

ARTICLE 7 – STATUS OF CONTRACTOR

The status of CONTRACTOR is that of an independent contractor and CONTRACTOR is not 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 is 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. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and SUBCONTRACTORS during the performance of this Contract.

ARTICLE 8 - CONTRACTOR/SUBCONTRACTOR PERFORMANCE

CONTRACTOR will perform the work with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. CONTRACTOR will employ suitably trained and skilled personnel to perform all required services under this Contract.

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 will create any obligation on the part of COUNTY to pay or see to the payment of any money due any SUBCONTRACTOR, except as may be required by law.

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 will 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 – NON-WAIVER

The failure of COUNTY to insist in any one or more instance 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 10 - ASSIGNMENT

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

ARTICLE 11 - NON-DISCRIMINATION

CONTRACTOR will 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 will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 12 - AMERICANS WITH DISABILITIES ACT (ADA)

CONTRACTOR will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONTRACTOR is carrying out government programs or services on behalf of COUNTY, then CONTRACTOR will

maintain accessibility to the program to the same extent and degree that would be required of COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

ARTICLE 13 - AUTHORITY TO CONTRACT

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

ARTICLE 14 - FULL AND COMPLETE PERFORMANCE

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

ARTICLE 15 - 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 16 – 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 the COUNTY resulting from CONTRACTOR'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following 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 SUB CONTRACTORS 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 SUB CONTRACTORS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the SUB CONTRACTORS 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, COUNTY may extend the time for completing the work.
- 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 17 - TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Contract at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least 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 the COUNTY, become its property. If the Contract is terminated by COUNTY as provided herein, CONTRACTOR will be paid 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 18 – NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision in this Contract, this Contract may be terminated 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 will have no further obligation to CONTRACTOR, other than for services rendered prior to termination.

ARTICLE 19 - 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:

Jesus Duran
Community Development and
Neighborhood Conservation Department
2797 East Ajo Way
Tucson, Arizona 85713
Tel: (520) 724-6787
Fax: (520) 724-3796

ARTICLE 20 - NON-EXCLUSIVE CONTRACT

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

ARTICLE 21 - CONTRACT DOCUMENTS

- A. INCORPORATION OF DOCUMENTS:** CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in INVITATION TO BID NO.178649, APPENDIX "A" and APPENDIX "B" Low Income Mobile Home Roofing Services, BID SCHEDULE, GENERAL CONDITIONS, SPECIAL PROVISIONS-FEDERAL GRANT PROVISIONS, SCOPE OF SERVICES, and on information provided in the CONTRACTOR response to this Invitation to Bid. 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 will take precedence in the following order:
- a) This Contract
 - b) Special Provisions-Federal Grant Provisions
 - d) General Conditions
 - d) Contractor Response to the Solicitation
 - f) Instructions to Bidders
 - g) Invitation to Bid

The Parties may, by written mutual agreement, deviate from this Order of Precedence in resolving inconsistencies between or among Contract Documents. Any such Agreement interpreting the Contract will be incorporated into the Contract by Amendment.

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

ARTICLE 22 - BONDING REQUIREMENTS

This Contract does not require the use of Payment and Performance Bonds.

ARTICLE 23 - 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 24- 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 25 - 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 26 – DELAYS

Neither party hereto will be 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 - 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 will 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 29 – 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 shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. CONTRACTOR will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

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

ARTICLE 30 - LEGAL ARIZONA WORKER'S 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 SUB CONTRACTOR 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 SUB CONTRACTOR 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 be required to 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 SUB CONTRACTOR (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 is 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 will entitled to an extension of time, but not costs.

ARTICLE 31 - 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 CONTRACTORS have affixed their signatures to the attached Letters of Commitment and the COUNTY has affixed its signatures to this Agreement on the dates written below.

APPROVED:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

TOBIN ROSEN

Name (Please Print)



Date

MASTER AGREEMENT COMMITMENT LETTER



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

June 10, 2015

Talbott Kret, Owner
American Western of Arizona, LLC
1335 West Limberlost Drive
Tucson, AZ 85705

Dear Mr. Kret,

Enclosed is your copy of the Indefinite Delivery / Indefinite Quantity (ID/IQ) Master Agreement No. MA-PO-15000000000000000350 for Low Income Mobile Home Roofing Services.

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

I, Talbott Kret, am the Owner, of American Western of Arizona LLC, and affirm that I am authorized to execute contracts on behalf of this firm. By my signature below, this firm agrees, without exception, to be bound by the terms and conditions of the above cited Master Agreement the same as if my signature were on that document.

Signed

06/15/2015

Date

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

MASTER AGREEMENT COMMITMENT LETTER



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

June 10, 2015

Alvin Harris, CEO
Wood Stock Builders, Inc.
4921 North Auburn Lane
Tucson, AZ 85749

Dear Mr. Harris,

Enclosed is your copy of the Indefinite Delivery / Indefinite Quantity (ID/IQ) Master Agreement No. MA-PO-15000000000000000350 for Low Income Mobile Home Roofing Services.

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

I, Alvin Harris, am the Owner,
of Wood Stock Builders Inc and affirm that I am authorized to
execute contracts on behalf of this firm. By my signature below, this firm agrees, without
exception, to be bound by the terms and conditions of the above cited Master Agreement the
same as if my signature were on that document.

Alvin Harris
Signed

6-15-15
Date

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

**APPENDIX A: BID FOR CONSTRUCTION
AMERICAN WESTERN OF ARIZONA**

BID FOR CONSTRUCTION

INVITATION TO BID NO. 178649 – LOW INCOME MOBILE HOME ROOFING SERVICES hereinafter referred to as "Project."

Bid schedule line items in Exhibit "A" describe tasks to be accomplished including all materials, labor and related costs, and are not detailed specifications. Extra components, parts, fasteners, materials, coverings, or other items not described in a line item but reasonably necessary to complete the task within industry standards are included in the line item and shall not be separate pay items. Transportation/mileage costs other than 'trips' are not billable or payable.

Company/Firm Name: AMERICAN WESTERN OF ARIZONA DUNS Number: 078992278

Address: 1335 W. LIMBERLOST DR.

City, State, Zip Code: TUCSON, AZ 85705

Corporate Headquarters (City and State): TUCSON, AZ

Telephone No.: (520) 888-4431

Fax No.: (520) 690-0803

Arizona Contractor's License Number(s) and Type(s)

161399 CR-61

Bidder Shall Signify Receipt of All Addenda (if any), failure to acknowledge receipt of any material Addenda may result in rejection of bid:

ADDENDUM NO. 1 DATED 5/11/15 ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

It is the County's intent to rotate task orders among Contractor's, in order of Grand Total Extended Amount beginning with the Contractor submitting the lowest responsive bid. County reserves the right to select a particular Contractor outside of this rotation for reasons including, but not limited to, expertise, schedule or cost.

CERTIFICATION:

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

SIGNATURE:  DATE: 6/2/15

PRINTED NAME & TITLE: TALBOTT KRET: OWNER

EXHIBIT "A" – BID SCHEDULE

SOLICITATION NO. 178649 – LOW INCOME MOBILE HOME ROOFING SERVICES


Bid schedule line items describe tasks to be accomplished including all materials, labor and related costs, and are not detailed specifications. Extra components, parts, fasteners, materials, coverings, or other items not described in a line item but reasonably necessary to complete the task within industry standards are included in the line item and shall not be separate pay items. In cases where a location is outside this 25 mile radius, mileage will be paid for one roundtrip to the site location beginning at 2797 E. Ajo Way. Trip charges for Ajo, Arivaca and Amado in the below line items are to include all transportation/mileage costs-additional mileage will not be paid above these trip costs.

PAY ITEM #	DESCRIPTION/SPECIFICATIONS SECTION	ANNUAL ESTIMATED QUANTITY	UNIT PRICE \$	EXTENDED AMOUNT \$
1.	Single Wide Mobile Home (720 sq. ft.) with one (1) Evaporative Cooler: Install New Mobile Home Roof per Standard Specifications, Exhibit A <u>including</u> removal of existing cooler and replacement with contractor furnished 4500 CFM Evaporative Cooler: "Frigiking" (Model# FD/FS 450) side or down discharge unit. To include: 2 spd - ½ hp 115v motor, adjustable motor pulley, new power supply cords to Midwest box, V-belt, water pump, aspen pads, and new rotary switch.	25 ea.	4640	116000
2.	Single Wide Mobile Home (720 sq. ft.) with two (2) Evaporative Coolers: Install New Mobile Home roof per Standard Specifications, Exhibit A <u>including</u> removal of existing cooler and replacement with two (2) contractor furnished 4500 CFM Evaporative Coolers: "Frigiking" (Model# FD/FS 450) side or down discharge unit. To include: 2 spd - ½ hp 115v motor, adjustable motor pulley, new power supply cords to Midwest box, V-belt, water pump, aspen pads, and new rotary switch.	10 ea.	6040	60400
3.	Double Wide Mobile Home (1200 sq. ft.) with two (2) Evaporative Coolers: Install New Mobile Home Roof per Standard Specifications, Exhibit A, <u>including</u> removal of existing cooler and replacement with two (2) contractor furnished 4500 CFM Evaporative Coolers: "Frigiking" (Model# FD/FS 450) side or down discharge unit. To include: 2 spd - ½ hp 115v motor, adjustable motor pulley, new power supply cords to Midwest box, V-belt, water pump, aspen pads, and new rotary switch.	10 ea.	8200	82000
4.	Install New Roof Jack with Slide Damper for 4500 cfm Cooler (each)	25 ea.	200	5000
5.	Install New Roof Jack with Slide Damper for 5500 cfm (each)	10 ea.	175	1750


PAGE 1 of 3

Company name American Western of AZ. LLC Initials AMK

EXHIBIT "A" – BID SCHEDULE, Cont.

6.	Install New Painted Metal Leg Kit with Rubber Vibration Pads for one (1) Evaporative Cooler (each)	25 ea.	90	2250
7.	Copper Line: Install 1/4" brass shut off valve and water supply line to cooler. Shut off valve to be located next to cooler unit. Price per 25' roll.	10 rolls	60	600
8.	 Cooler Disconnect: Install a fused, weatherproof fused disconnect box for evaporative cooler, Midwest U261F or approved equal, including fuses, and support bracing stand at existing circuit.	10	250	2500
9.	Travel Ajo & Why: Ajo & Why area travel fee, cost per job. (Flat rate for each round trip to Ajo & Why, Az.)	4 trips	200	800
10.	Amado: Amado area travel fee, cost per job. (Flat rate for each round trip to Amado, Az.)	2 trips	75	150
11.	Arivaca: Arivaca area travel fee, cost per job. (Flat rate for each round trip to Arivaca, Az.)	2 trips	150	300
12.	Hourly Rate: Hourly labor rate for miscellaneous work.	100 hours	40	4000
13.	<p>Miscellaneous: Miscellaneous materials & labor; enter percentage mark-up for Overhead & Profit, to be added to your actual material & labor expenses, excluding taxes. For the extended amount, multiply the percentage mark-up for Overhead and Profit listed in the unit price column times the given \$20,000.00 estimated quantity, and add this product to \$20,000.</p> <p>Example: Percentage OH & Profit=5%. $5\% \times \\$20,000 = \\1000.00. Add \$1,000 to \$20,000 to get the amount to be written into the extended amount column=\$21,000.00</p> <p>Note: The lowest percentage will be used to determine the lowest bid in the event that any two Grand Total Extended Amounts are the same.</p>	\$20,000.00	4000	24000
	GRAND TOTAL EXTENDED AMOUNT \$			299750 *
	Taxes: List tax percentage rate to be charged for materials.			6.1%
	Taxes: List tax percentage rate to be charged for labor.			0%

Note: No additional charges will be allowed for the following: (1) Initial job site assessment for evaluation, measuring, and estimate is considered part of the bid overhead cost and normal expense incurred by the contractor. (2) Pre-construction conference at the job site with the contractor, homeowner, and Pima County representative is required prior to the start of each job and is considered part of the bid overhead cost and normal expense incurred by the contractor.

SIGNATURE:  DATE: 6/2/15

PRINTED NAME & TITLE: TALBOTT KRET: OWNER

FIRM NAME: AMERICAN WESTERN OF ARIZONA LLC

PAGE 3 OF 3

**APPENDIX B: BID FOR CONSTRUCTION
WOOD STOCK BUILDERS, INC.**

BID FOR CONSTRUCTION

INVITATION TO BID NO. 178649 – LOW INCOME MOBILE HOME ROOFING SERVICES
hereinafter referred to as "Project."

Bid schedule line items in Exhibit "A" describe tasks to be accomplished including all materials, labor and related costs, and are not detailed specifications. Extra components, parts, fasteners, materials, coverings, or other items not described in a line item but reasonably necessary to complete the task within industry standards are included in the line item and shall not be separate pay items. Transportation/mileage costs other than 'trips' are not billable or payable.

Company/Firm Name: Woodstock Builders, INC. DUNS Number: 182579391

Address: 4921 N. Auburn Lane

City, State, Zip Code: Tucson, AZ. 85749

Corporate Headquarters (City and State): Tucson, AZ.

Telephone No.: (520) 749-9855 Fax No.: (520) 622-0740

Arizona Contractor's License Number(s) and Type(s)

159598 B

275953 B-2

Bidder Shall Signify Receipt of All Addenda (if any), failure to acknowledge receipt of any material Addenda may result in rejection of bid:

ADDENDUM NO. 1 DATED 5-11-15 ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

It is the County's intent to rotate task orders among Contractor's, in order of Grand Total Extended Amount beginning with the Contractor submitting the lowest responsive bid. County reserves the right to select a particular Contractor outside of this rotation for reasons including, but not limited to, expertise, schedule or cost.

CERTIFICATION:

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: Alvin Harris DATE: 6-1-15

PRINTED NAME & TITLE: Alvin Harris PRESIDENT

EXHIBIT "A" – BID SCHEDULE

SOLICITATION NO. 178649 – LOW INCOME MOBILE HOME ROOFING SERVICES


Bid schedule line items describe tasks to be accomplished including all materials, labor and related costs, and are not detailed specifications. Extra components, parts, fasteners, materials, coverings, or other items not described in a line item but reasonably necessary to complete the task within industry standards are included in the line item and shall not be separate pay items. In cases where a location is outside this 25 mile radius, mileage will be paid for one roundtrip to the site location beginning at 2797 E. Ajo Way. Trip charges for Ajo, Arivaca and Amado in the below line items are to include all transportation/mileage costs-additional mileage will not be paid above these trip costs.

PAY ITEM #	DESCRIPTION/SPECIFICATIONS SECTION	ANNUAL ESTIMATED QUANTITY	UNIT PRICE \$	EXTENDED AMOUNT \$
1.	Single Wide Mobile Home (720 sq. ft.) with one (1) Evaporative Cooler: Install New Mobile Home Roof per Standard Specifications, Exhibit A <u>including</u> removal of existing cooler and replacement with contractor furnished 4500 CFM Evaporative Cooler: "Frigiking" (Model# FD/FS 450) side or down discharge unit. To include: 2 spd - ½ hp 115v motor, adjustable motor pulley, new power supply cords to Midwest box, V-belt, water pump, aspen pads, and new rotary switch.	25 ea.	4682.40	117,060.00
2.	Single Wide Mobile Home (720 sq. ft.) with two (2) Evaporative Coolers: Install New Mobile Home roof per Standard Specifications, Exhibit A <u>including</u> removal of existing cooler and replacement with two (2) contractor furnished 4500 CFM Evaporative Coolers: "Frigiking" (Model# FD/FS 450) side or down discharge unit. To include: 2 spd - ½ hp 115v motor, adjustable motor pulley, new power supply cords to Midwest box, V-belt, water pump, aspen pads, and new rotary switch.	10 ea.	5811.60	58,116.00
3.	Double Wide Mobile Home (1200 sq. ft.) with two (2) Evaporative Coolers: Install New Mobile Home Roof per Standard Specifications, Exhibit A, <u>including</u> removal of existing cooler and replacement with two (2) contractor furnished 4500 CFM Evaporative Coolers: "Frigiking" (Model# FD/FS 450) side or down discharge unit. To include: 2 spd - ½ hp 115v motor, adjustable motor pulley, new power supply cords to Midwest box, V-belt, water pump, aspen pads, and new rotary switch.	10 ea.	8151.60	81,516.00
4.	Install New Roof Jack with Slide Damper for 4500 cfm Cooler (each)	25 ea.	180.00	4,500.00
5.	Install New Roof Jack with Slide Damper for 5500 cfm (each)	10 ea.	204.00	2,040.00

PAGE 1 of 3

Company name Wood Stock Builders, Inc. Initials ATF

EXHIBIT "A" – BID SCHEDULE, Cont.

6.	Install New Painted Metal Leg Kit with Rubber Vibration Pads for one (1) Evaporative Cooler (each)	25 ea.	162.00	4,050.00
7.	Copper Line: Install 1/4" brass shut off valve and water supply line to cooler. Shut off valve to be located next to cooler unit. Price per 25' roll.	10 rolls	60.00	600.00
8.	 Cooler Disconnect: Install a fused, weatherproof fused disconnect box for evaporative cooler, Midwest U261F or approved equal, including fuses, and support bracing stand at existing circuit.	10	178.80	1788.00
9.	Travel Ajo & Why: Ajo & Why area travel fee, cost per job. (Flat rate for each round trip to Ajo & Why, Az.)	4 trips	180.00	720.00
10.	Amado: Amado area travel fee, cost per job. (Flat rate for each round trip to Amado, Az.)	2 trips	84.00	168.00
11.	Arivaca: Arivaca area travel fee, cost per job. (Flat rate for each round trip to Arivaca, Az.)	2 trips	108.00	216.00
12.	Hourly Rate: Hourly labor rate for miscellaneous work.	100 hours	68.00	6800.00
13.	<p>Miscellaneous: Miscellaneous materials & labor; enter percentage mark-up for Overhead & Profit, to be added to your actual material & labor expenses, excluding taxes. For the extended amount, multiply the percentage mark-up for Overhead and Profit listed in the unit price column times the given \$20,000.00 estimated quantity, and add this product to \$20,000.</p> <p>Example: Percentage OH & Profit=5%. $5\% \times \\$20,000 = \\1000.00. Add \$1,000 to \$20,000 to get the amount to be written into the extended amount column=\$21,000.00</p> <p>Note: The lowest percentage will be used to determine the lowest bid in the event that any two Grand Total Extended Amounts are the same.</p>	\$20,000.00	4000.	24,000.00
	GRAND TOTAL EXTENDED AMOUNT \$			361,574.00
	Taxes: List tax percentage rate to be charged for materials.			
	Taxes: List tax percentage rate to be charged for labor.			

Note: No additional charges will be allowed for the following: (1) Initial job site assessment for evaluation, measuring, and estimate is considered part of the bid overhead cost and normal expense incurred by the contractor. (2) Pre-construction conference at the job site with the contractor, homeowner, and Pima County representative is required prior to the start of each job and is considered part of the bid overhead cost and normal expense incurred by the contractor.

SIGNATURE: Alvin Harris DATE: 10-1-15
PRINTED NAME & TITLE: Alvin Harris, PRESIDENT
FIRM NAME: Wood Stock Builders INC

PAGE 3 OF 3

APPENDIX C: SCOPE OF WORK

APPENDIX "C" – SCOPE OF WORK

I. GENERAL PROVISIONS

1. GENERAL WORK DESCRIPTION:

Work will be performed on an "as needed" basis". Pima County Department of Community Development and Neighborhood Conservation ("COUNTY") will provide a work order for each project to each CONTRACTOR defining the location, work to be performed, and desired completion date. The Scope of Services cannot be precisely defined at this time, but will include roofing services including related HVAC, vents, electrical, and related work. CONTRACTORS will within three (3) days, or sooner if requested, respond with a written quote based upon pricing from the Price Bid Page of this document for each project. The quote shall be "lump sum", include all materials, services, and incidental costs required to complete the requested work. Unit prices for items included on the Price Bid submittal shall not exceed the unit price submitted/accepted by the COUNTY. Evaluation of award for each project will be based on the lowest "lump sum" to complete the project. Work shall not commence until the COUNTY issues written notice of work order Award and Acceptance of the Contractor's quote.

CONTRACTOR shall be required to perform, complete, and invoice the project as per written, accepted quotation. Acceptance by the COUNTY shall be documented prior to the commencement of the project, and the sum of all invoices shall NOT exceed the accepted written quote amount. When COUNTY authorizes CONTRACTOR to purchase materials not covered under the scope of this contract, COUNTY agrees to pay CONTRACTOR'S actual cost of materials plus mark up as defined by the Price Bid Page of this document. COUNTY reserves the right to request invoice copies for materials used.

The CONTRACTOR shall coordinate all the work activities so as to guarantee the minimum of interference to homeowners.

2. GENERAL INFORMATION AND REQUIREMENTS:

All work shall be performed in a thorough, professional manner. During the progress of the work, CONTRACTOR is to keep premises free from any unnecessary accumulation of tools, equipment, surplus materials and debris. Area shall be cleaned up daily. Upon completion, leave premises neat and clean. Damage to building parts, existing items, or items being delivered, caused by the successful bidder (s) shall be repaired or replaced by the successful bidder(s) at no cost to Pima County.

3. ORDERING AND SCHEDULING:

All work will be scheduled through Pima County Department of Community Development and Neighborhood Conservation. CONTRACTOR will not be paid for any work undertaken which has not been directed by or approved by Community Development and Neighborhood Conservation prior to its commencement.

4. COMPLETION:

Project commencement and completion must be accomplished within ten (10) calendar days of notice to proceed.

5. ACCEPTANCE:

Acceptance of the work shall be upon approval of Margaret M. Kish, Director, Pima County Department of Community Development and Neighborhood Conservation, or her authorized representative.

6. PAYMENT:

The CONTRACTOR shall provide invoices to COUNTY after completion of each project. Submission of invoices will be made only after completion and acceptance by COUNTY of the work performed.

Following approval of invoices, COUNTY Pima County Department of Community Development and Neighborhood Conservation will forward all invoices to the Pima County Finance Department for payment.

7. GUARANTEES:

Bidder shall guarantee that all items provided, workmanship and work performed pursuant to this agreement comply with the specifications listed herein and conform with the generally accepted procedures, practices, and methods that are appropriate for the services provided.

Any defective workmanship or materials discovered prior to acceptance of each project or within a minimum of two (2) years of acceptance of each project, shall be corrected at no expense, and to the satisfaction of COUNTY (ordinary wear and tear and unusual abuse or neglect excepted). COUNTY reserves the right to prosecute completion aggressively and in a period satisfactory to the COUNTY including use of overtime at no additional cost to COUNTY.

Should any defects develop within the two (2) year period, the CONTRACTOR shall, within seven (7) calendar days of receipt of written notice from COUNTY, begin making the necessary repairs to the satisfaction of COUNTY. Such work shall include the repair or replacement of other work or materials damaged or affected while making the above repairs or corrective work, all at no additional cost to COUNTY or the homeowner.

The warranties and guarantees provided in this section of the Bid/Contract document shall be in addition to and not in limitation of any warranties, guarantees, or remedies required by law.

In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the COUNTY may do so and charge/offset to current or future invoices the CONTRACTOR the cost thereby incurred.

8. EQUIPMENT:

The Contractor shall provide and maintain during the entire period of this contract, equipment sufficient in number, condition, and capacity to efficiently perform the work and render the services required by this contract.

9. INSPECTION:

Inspectors may be stationed at the work site to report to the Project Manager as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that work performed by the Contractor fails to fulfill the requirements of the specifications and Contract.

The inspector may direct attention of the Contractor to such failure or infringement but such inspection shall not relieve the Contractor from any obligation to provide completed construction that is satisfactory in every particular.

In case of any dispute arising between the Inspector and the Contractor as to the manner of performing work, the Inspector shall have the authority to suspend the work until the question and issue can be referred to and decided by the Architectural Division Manager. Inspectors are not authorized to revoke, alter, enlarge, relax or release any requirements of these specifications and are not to issue instruction contrary to the plans and specifications.

Inspectors shall in no case act as foreman or perform other duties for the Contractor or interfere with the management of the work by the Contractor. Inspection of supervision by the COUNTY shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the Contractor's foreman and superintendent.

10. SUPERVISION BY CONTRACTOR:

The CONTRACTOR shall supervise and direct all work and equipment scheduled, extra, or emergency. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures for

construction. The CONTRACTOR shall employ and maintain at the work site a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

11. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK:

The CONTRACTOR shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the work is completed and accepted. Estimate or partial payment of work so completed shall not release the CONTRACTOR from such responsibility.

12. DUST PREVENTION:

The CONTRACTOR shall take whatever steps, procedures, equipment, materials, or whatever means to prevent dust conditions due to his operations in connection with this contract and in accordance with the requirements of all applicable air pollution control regulations This is not a pay item.

II. SPECIFIC CONDITIONS

Where a new mobile home roof is called for in the installation it shall include the following standard items:

1. Replace all plastic roof jacks/caps at drainage ventilation risers.
2. Remove & reset furnace & water heater roof jacks.
3. New 2" x 2" furring strips properly secured at roof perimeter; doublewides require furring strips at both sides of center peal as well as at the perimeter.
4. New 1-3/4" polystyrene rigid foam insulation over old roof (except under coolers).
5. Provide reinforcement under evaporative cooler locations to consist of 1/2" oriented strand board and 1" foam insulation, set from edge to edge at least 8' wide (center the cooler over reinforced section).
6. New metal roofing shall be minimum .024 gauge aluminum with factory white finish.
7. New drip rails around new roof perimeters and new joint caps for doublewide roofs shall be included with each installation.
8. New roofing shall be wrinkle free and free of ponding: no new roofing shall be installed over broken or damaged roof rafters/joists.
9. All roof jacks and protrusions shall be properly sealed with white mastic.
10. Remove all job related debris & trash.
11. All work shall be done according to the most recent industry standards by properly trained, skilled workers, with proper supervision at each job.

End of Scope of Work

APPENDIX D: GENERAL CONDITIONS

APPENDIX "D" - GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 – EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

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

ARTICLE 8 – DETAIL DRAWINGS AND INSTRUCTIONS

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

ARTICLE 9 – COPIES OF DRAWINGS FURNISHED

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

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

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

ARTICLE 10 – ORDER OF COMPLETION

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

ARTICLE 11 – CONSTRUCTION DOCUMENTS ON THE JOB SITE

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

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 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 General Conditions

**APPENDIX E: SPECIAL CONDITIONS
FEDERAL GRANT PROVISIONS**

APPENDIX "E" SPECIAL CONDITIONS - FEDERAL GRANT PROVISIONS

ARTICLE 1 -- DEBARRED OR SUSPENDED SUBCONTRACTORS

CONTRACTOR shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is listed on the Excluded Parties list System (EPLS) at <https://www.epls.gov/>. This provision shall be included in all subcontracts and all subcontractors will be required to include this provision in their subcontracts at every tier. CONTRACTOR shall immediately notify COUNTY in the event that any subcontractor is added to the EPLS after award of the subcontract.

ARTICLE 2 -- MINORITY, WOMAN-OWNED AND SMALL BUSINESS SUBCONTRACTING

If performance of this Contract will require subcontracting, then:

- A. CONTRACTOR will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps shall include:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - 5. Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the County's Minority, Small and Women-Owned Business Program.

ARTICLE 3 -- ACCESS TO RECORDS AND RECORDS RETENTION

- A. **Records to be Kept.** Records shall be maintained in accordance with requirements prescribed by the granting agency, the state agency, or COUNTY with respect to all matters covered by this contract. Except as otherwise authorized, such records shall be maintained for a period of five (5) years after receipt of the final payment under this contract. In the event of a conflict between or among the requirements of the COUNTY, state agency or granting agency, the most stringent will govern.
- B. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.
- C. **Inspection of Records.** At any time during normal business hours and as often as COUNTY, the granting agency, the state agency, and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available to COUNTY, the granting agency or state agency and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this contract, and will permit them to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract.

ARTICLE 4 -- CLEAN AIR AND CLEAN WATER COMPLIANCE

If this Contract exceeds \$100,000, then:

In compliance with Section 306 of the Clean Air Act, as amended, (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended, (33 U.S.C. 1368), Executive Order 11738, and the Regulations (40 CFR, part 15) of the Environmental Protection Agency with respect thereto, CONTRACTOR agrees, with regard to this Contract and all subcontracts exceeding \$100,000, that:

- 1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility

- listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. They will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued thereunder.
3. They will promptly notify COUNTY of any notification received from the EPA Office of Federal Activities, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. They will include the provisions of paragraph 1 through 4 of this subpart in every nonexempt subcontract, and take such action as the COUNTY, State or Federal Government may direct as a means of enforcing such provisions.

ARTICLE 5 – COPYRIGHT

The Federal awarding 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:

1. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

ARTICLE 6 -- ENERGY CONSERVATION

Contractor is required to comply with mandatory standards and policies, as applicable, relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

ARTICLE 7 -- PROHIBITION AGAINST LOBBYING

CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements.
- D. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

ARTICLE 8 – LABOR STANDARDS

- A. Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs A.1, 2, 3, and 4 of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work

Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph A.1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph B.1. of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A.1. of this section.
 3. Withholding for unpaid wages and liquidated damages. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B.2. of this section.
 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph A.1. through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A.1. through 4 of this section.
- B. In addition to the clauses contained in paragraph (a), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the COUNTY and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
- C. CONTRACTOR shall comply in all respects with the provisions of the Copeland Anti-Kickback Act and the regulations of the Department of Labor implementing the Act at 29 C.F.R. part 3.

ARTICLE 9 -- EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall comply with all applicable requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

- A. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. 20000d)** which provides that no person shall, on the ground of race, color, or national origin, be excluded from employment or participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- B. **Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42**

U.S.C. 5309) and regulations at CFR 570.602 which provide that no person shall on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be denied employment in, or be subjected to discrimination under any CDBG/HOME program or activity.

- C. **Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794)** which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance.
- D. **Age discrimination Act of 1975, as amended (42 U.S.C. 6101)** which provides that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.
- E. **Executive Order 11246, as amended by Executive Order 12086, and regulations in 41 CFR 60,** which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.
1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions in this nondiscrimination clause.
 2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advertising the labor union or worker's representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

End of Special Conditions – Federal Grant Provisions



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/14/2015

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).

PRODUCER Koty-Leavitt Insurance Agency, Inc. 6992 E. Broadway Blvd Tucson AZ 85710-2803		CONTACT NAME: PHONE (A/C No. Ext): (520) 571-1900 FAX (A/C No.): (520) 571-9667 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: AMCO Ins. Co. NAIC# 19100 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED American Western Of Arizona LLC 1335 W. Limberlost Dr. Tucson AZ 85705-2584			

COVERAGES CERTIFICATE NUMBER: 14/15 GL/AUTO 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.

INBR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ACP7263723341	12/15/2014	12/15/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ACP7263723341	12/15/2014	12/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$	
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

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

CERTIFICATE HOLDER

CANCELLATION

matthew.sage@pima.gov Pima County Procurement Attn: Matt Sage 130 W Congress 3rd Floor Mail Stop DT-AB-3-126 Tucson, AZ 85701-1317	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 
---	---

ACORD 25 (2010/05)

INS025 (201005).01

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2015

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).

PRODUCER CopperPoint Mutual and its subsidiaries 3030 N. 3rd Street Phoenix AZ 85012-3068		CONTACT NAME: CopperPoint Mutual PHONE (A/C, No, Ext): 602.631.2600 or 866.284.2694 FAX (A/C, No): 602.631.2599 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: CopperPoint Mutual Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 54** **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 SUBR INSP WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	1010622	01/01/2015	01/01/2016	<input checked="" 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

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

Job #: Mobile Home Weatheri Location: All of Pima County
5535-AWNING ERECTION - METAL - ERECTION OF METAL AWNINGS EXCLUSIVELY, 5437-CARPENTRY INSTALL CABINET WRK INTER, 5020-CEILING INSTAL SUSP ACOUSTICAL GRID, 9014-CHIMNEY CLEANING - RESIDENTIAL - NO CHIMNEY CLEANING ABOVE GROUND LEVEL, 5190-ELEC WIRE-BLDG-INST/REP FIX/APL, 5478-FLOOR COVERING INSTALLATION - RESILIENT FLOORING - CARPET AND LAMINATE FLOORING, 5474-PAINTING-NOC & SHOP OPS, 5183-PLUMBING N.O.C. JOB & SHOP,

CERTIFICATE HOLDER Pima County Procurement Department ATTN: Matt Sage 130 W. Congress, 3rd Floor Mail Stop DT-AB-3-126 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
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.



PIMA COUNTY

PROCUREMENT

DESIGN AND CONSTRUCTION DIVISION

130 WEST CONGRESS, 3rd FL. DT-AB3-126 TUCSON, AZ 85701-1207

PHONE: (520) 724-3731 FAX: (520) 724-4434

INSURANCE CARRIER VERIFIES PIMA COUNTY IS NAMED AS ADDITIONAL INSURED TO THE COMMERCIAL GENERAL LIABILITY POLICY AND THE COMMERCIAL OR BUSINESS AUTOMOBILE LIABILITY POLICY REFERENCED BELOW, THE COUNTY BEING ADDED BY ENDORSEMENT TO THE POLICIES.

ACP7263723341

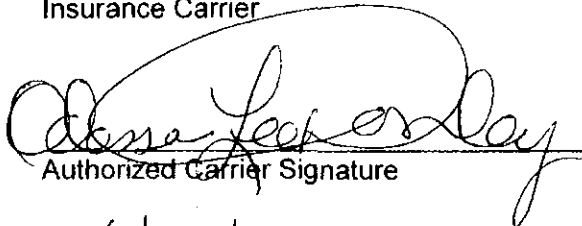
Insured Firm

ACP7263723341

Policy Number

Amco

Insurance Carrier



Authorized Carrier Signature

Odessa Lee Donley

Printed Name

6/22/15

Date of Signature

NOTE: This document must be included with Insurance Certificates at time of signing or renewing contract OR Pima County needs to be added as an additional insured to the general liability AND automobile liability policy either by an endorsement or a blanket endorsement issued by your insurance company.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2015

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).

PRODUCER D.M. Lovitt Insurance Agency 607 N. 6th Avenue P. O. Box 3052 Tucson AZ 85702-3052		CONTACT NAME: Tina Perry PHONE (A/C No. Ext): (520) 798-1888 FAX (A/C No): (520) 884-8900 E-MAIL ADDRESS: tina@dmlovitt.com	
INSURED Alvin Harris, DBA: Woodstock Builders 4921 N Auburn Ln Tucson AZ 85749		INSURER(S) AFFORDING COVERAGE INSURER A: Central Mutual Insurance Co. NAIC # 20230 INSURER B: General Insurance Company of INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 15-16 GL

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		CLP 8363744	6/20/2015	6/20/2016	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS	X		24-CC-314473-1	3/11/2015	3/11/2016	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X					PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is additional insured as regards general liability and auto liability subject to all policy terms, conditions, definitions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Pima County Procurement
Design & Construction Division
130 W. Congress Stret
3rd Floor, DT-AB3-126
Tucson, AZ 85701-1317

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

Tina Perry/CAROL



PIMA COUNTY

PROCUREMENT

DESIGN AND CONSTRUCTION DIVISION

130 WEST CONGRESS, 3rd FL. DT-AB3-126 TUCSON, AZ 85701-1207

PHONE: (520) 724-3731

FAX: (520) 724-4434

INSURANCE CARRIER VERIFIES PIMA COUNTY IS NAMED AS ADDITIONAL INSURED TO THE COMMERCIAL GENERAL LIABILITY POLICY AND THE COMMERCIAL OR BUSINESS AUTOMOBILE LIABILITY POLICY REFERENCED BELOW, THE COUNTY BEING ADDED BY ENDORSEMENT TO THE POLICIES.

Wood Stack Builders

Insured Firm

CPL 836 3744

Policy Number

Central Mutual Insurance Co.

Insurance Carrier

[Signature]

Authorized Carrier Signature

Tina M. Perry

Printed Name

6/15/2015

Date of Signature

NOTE: This document must be included with Insurance Certificates at time of signing or renewing contract OR Pima County needs to be added as an additional insured to the general liability AND automobile liability policy either by an endorsement or a blanket endorsement issued by your insurance company.



PIMA COUNTY

PROCUREMENT

DESIGN AND CONSTRUCTION DIVISION

130 WEST CONGRESS, 3rd FL. DT-AB3-126 TUCSON, AZ. 85701-1207

PHONE: (520) 724-3731

FAX: (520) 724-4434

INSURANCE CARRIER VERIFIES PIMA COUNTY IS NAMED AS ADDITIONAL INSURED TO THE COMMERCIAL GENERAL LIABILITY POLICY AND THE COMMERCIAL OR BUSINESS AUTOMOBILE LIABILITY POLICY REFERENCED BELOW, THE COUNTY BEING ADDED BY ENDORSEMENT TO THE POLICIES.

Wood Stack Builders

Insured Firm

24-CC-314473-1

Policy Number

Liberty Mutual Insurance Co.

Insurance Carrier

[Signature]

Authorized Carrier Signature

Tina M. Perry

Printed Name

6/15/2015

Date of Signature

NOTE: This document must be included with Insurance Certificates at time of signing or renewing contract OR Pima County needs to be added as an additional insured to the general liability AND automobile liability policy either by an endorsement or a blanket endorsement issued by your insurance company.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2015

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).

PRODUCER CopperPoint Mutual and its subsidiaries 3030 N. 3rd Street Phoenix AZ 85012-3068		CONTACT NAME: CopperPoint Mutual PHONE (A/C, No, Ext): 602.631.2600 or 866.284.2694 FAX (A/C, No): 602.631.2599 E-MAIL ADDRESS:	
INSURED Woodstock Builders Inc 4921 N Auburn Ln Tucson AZ 85749		INSURER(S) AFFORDING COVERAGE INSURER A: CopperPoint Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 14216	

COVERAGES**CERTIFICATE NUMBER: 82****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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	1015306	04/01/2015	04/01/2016	<input checked="" 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

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

5551-ROOFING-ALL KINDS

CERTIFICATE HOLDER**CANCELLATION**Pima County Procurement, Design & Construction Divisio
130 W. Congress, 3rd floor DT-AB3-126

Tucson

AZ 85701

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

© 1988-2014 ACORD CORPORATION. All rights reserved.