



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: February 16, 2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Borderland Construction Company, Inc. (Headquarters: Tucson, Arizona)

Project Title/Description:

Sunset Road: Silverbell Road to Interstate 10 (4RTSUN).

Purpose:

Award of Contract: Contract No. CT-TR-16-179 to the low responsive, responsible bidder in the amount of \$8,287,462.94 for a contract term through August 30, 2018, for the construction of Sunset Road along a new alignment, to include a shared use path, a pedestrian path, and a new bridge crossing the Santa Cruz River, from Silverbell Road to Interstate 10.

Procurement Method:

Solicitation No. 202583, Invitation for Bid (IFB), was conducted pursuant to A.R.S. § 34-201 and Pima County Procurement Code 11.12.010. Seven (7) bids were received. All bidders met Small Business Enterprise goal of nine percent (9%).

Attachments: Notice of Recommendation for Award, Contract.

Program Goals/Predicted Outcomes:

To complete construction of a new roadway and bridge, both on time and on budget.

Public Benefit:

The public will have alternate access to Interstate 10 from Silverbell Road.

Metrics Available to Measure Performance:

Weekly construction update meetings along with detailed evaluation of billing by the Administering Department.

Retroactive:

No

Procure Dept 02/02/16 PM 1:28

To: COB-2.2-16 (1)
Ver. - 1
Pg. 34

Original Information

Document Type: CT Department Code: TR Contract Number (i.e., 15-123): 16-179
Effective Date: 02/16/16 Termination Date: 8/30/18 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$ 8,287,462.94 ☐ Revenue Amount: \$ _____
Funding Source(s): HURF 12.6% Fund 36.2%, City Revenue Other Operating Funds 12.6%, RTA Sales Tax Roadway Element 33.7%, Impact Fees 17.5%
Cost to Pima County General Fund: \$00.00

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: Anthony V. Schiavone 1/28/16
Department: Procurement 1/29/16 Telephone: (520) 724-3245
Department Director Signature/Date: [Signature] 1/29/16
Deputy County Administrator Signature/Date: [Signature] 2/1/16
County Administrator Signature/Date: [Signature] 2/1/16
(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. 202583 SUNSET ROAD: SILVERBELL ROAD TO I 10 INTERSTATE

that the below listed firm will be recommended for award of a contract in an amount of \$8,287,462.94. The award is anticipated to be heard on the Pima County Board of Supervisors meeting scheduled for February 16, 2016.

RECOMMENDED:

Borderland Construction, Inc.

AMOUNT

\$8,287,462.94

OTHER BIDS (ascending order):

Respondents

Total Bid

The Ashton Company, Inc.	\$9,183,696.34
Hunter Contracting Company	\$9,212,744.85
K E & G Construction, Inc.	\$9,499,000.00
Pulice Construction, Inc.	\$9,684,290.70
Meadow Valley Contractors, Inc.	\$10,125,516.00
Haydon Building Corporation	\$10,771,353.85

Engineer's Estimate: \$11,833,259.00

Contracts Officer: /s/ Anthony V. Schiavone
Anthony V. Schiavone

Date: 1/22/16

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.

cc: Pima County SBE

PIMA COUNTY DEPARTMENT OF TRANSPORTATION

PROJECT: Sunset Road: Silverbell Road to
Interstate 10 (4RTSUN)

CONTRACTOR: Borderland Construction Company, Inc.
400 E. 38th Street
Tucson, AZ 85713

AMOUNT: \$8,287,462.94

FUNDING: HURF 12.6% Funds 36.2%
City Revenue Other Operating Funds 12.6%
RTA Sales Tax Roadway Element 33.7%
Impact Fees 17.5%

CONTRACT

NO. CT-TR-16-179

AMENDMENT NO. _____

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

CONSTRUCTION SERVICES CONTRACT

THIS Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and Borderland Construction Company, Inc., hereinafter called CONTRACTOR, collectively referred to as the Parties.

WITNESSETH

WHEREAS, COUNTY requires, consistent with the provisions of A.R.S. Title 34, the services of a CONTRACTOR to provide all equipment, labor, and material required to construct the Sunset Road: Silverbell Road to Interstate 10 Project; and,

WHEREAS, CONTRACTOR is qualified and willing to provide such services; and

WHEREAS, CONTRACTOR submitted the low responsive, responsible bid in response to Solicitation No. 202583 for the COUNTY for said work is qualified and willing to provide such services; and

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 commences on February 16, 2016, and terminates on August 30, 2018, unless sooner terminated or further extended pursuant to the provisions of this Contract.

Construction completion time for the work to be performed under this Contract will be **300 working days** after the date of Notice to Proceed. Liquidated damages will be assessed based upon the construction completion time.

COUNTY has the option to extend the Contract termination date for project completion. Any modification or extension of the Contract termination date will be by formal written amendment executed by the Parties. The Procurement Director or the COUNTY Board of Supervisors, as required by the Pima County Procurement Code must approve change orders to the Contract or the Scope of Services before CONTRACTOR performs the work authorized by the change order.

Furthermore, this Contract is funded wholly or partially by the Regional Transportation Authority (RTA).

Any changes to the Project which result in the final project cost deviating by ten (10) or more percent from the RTA's budget amount for the project must be approved by the RTA in advance of those changes being made, regardless of the fact that the RTA will not be paying for them. For the purposes of this paragraph only, the term "Project" refers specifically and exclusively to the project as defined and funded by Agreement No. 8 between the County and RTA.

ARTICLE 2 – SCOPE OF SERVICES

CONTRACTOR shall provide for the COUNTY all labor, materials and equipment necessary to complete the SUNSET ROAD: SILVERBELL ROAD TO INTERSTATE 10 PROJECT. All work shall be as called for by Pima County Solicitation No. 202583 Bid Documents any issued Addenda, the Standard Specifications & Details for Public Improvements 2014 Edition, and other documents incorporated into this Contract, all made a part hereof.

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. The CONTRACTOR must cite the Contract number on all invoices. Payments will be made in accordance with A.R.S. § 34-221.

Payment for this Contract will be made based on **EXHIBIT A: Bid Schedule, Revised 1/15/2016** (7 pages) submitted by Contractor in response to Solicitation No. 202583, attached hereto and made part of this Contract. Line items for which the "Unit" is defined as L.S. will be paid as "Lump Sum". Other line items for which the "unit" is defined as a unit of measure (i.e., "each", "L.F.", etc.) and for which there is a Unit Price, will be measured and paid at the unit price for the actual quantity of work performed in accordance with the Standard Specifications. The quantities of unit-priced items stated in the bid schedule are estimates only and the actual quantities may be either less or more than stated in the Bid Schedule.

Total payment for this Contract shall not exceed Eight Million, Two Hundred Eighty-seven Thousand, Four Hundred Sixty-two Dollars and Ninety-four Cents (\$8,287,462.94).

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

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

ARTICLE 4 – INSURANCE

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

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

4.1. Minimum Scope and Limits of Insurance:

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

4.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.

4.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.

4.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.

Note: The Workers' Compensation requirement will not apply to a CONTRACTOR that is exempt under A.R.S. § 23-901, and when such CONTRACTOR executes the appropriate COUNTY Sole Proprietor or Independent CONTRACTOR waiver form.

4.2 Additional Insurance Requirements:

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

4.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include COUNTY and the RTA, their departments, districts, boards, commissions, officers, officials, agents, and employees as additional insured with respect to liability arising out of the activities performed by or on behalf of the CONTRACTOR.

4.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONTRACTOR.

4.2.3 Primary Insurance Endorsement: The CONTRACTOR'S policies will stipulate that the insurance afforded the CONTRACTOR will be primary and that any insurance carried by the Department, its agents, officials, employees or COUNTY will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

4.2.4 Insurance provided by the CONTRACTOR will not limit the CONTRACTOR'S liability assumed under the indemnification provisions of this Contract.

4.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the CONTRACTOR must provide to COUNTY, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to Pima County Procurement at 130 W Congress St, Tucson AZ 85701, Fax: 520-724-4434.

4.4 Verification of Coverage:

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

4.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by COUNTY before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverage or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

4.4.2 All certificates required by this Contract will be sent directly to Pima County Procurement. COUNTY project or contract number and project description will be noted on the certificate of insurance. COUNTY reserves the right to require complete copies of all insurance policies required by this Contract at any time.

4.5 Approval and Modifications:

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

ARTICLE 5 – INDEMNIFICATION

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

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

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

ARTICLE 6 – COMPLIANCE WITH LAWS

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

ARTICLE 7 – INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 8 – CONTRACTOR/SUBCONTRACTOR PERFORMANCE

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

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

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

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

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

ARTICLE 9 – ASSIGNMENT

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

ARTICLE 10 – NON-DISCRIMINATION

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

ARTICLE 11 – AMERICANS WITH DISABILITIES ACT

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

ARTICLE 12 - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative

agency determines that COUNTY does not have authority to enter into this Contract, COUNTY will not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE 13 – NON-WAIVER

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

ARTICLE 14 – CANCELLATION FOR CONFLICT OF INTEREST

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

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONTRACTOR to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by Contract or otherwise. CONTRACTOR and its sureties, if any, will be liable for any damage to COUNTY resulting from CONTRACTOR'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following constitutes an event of default:
 - 1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 - 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
 - 3. Failure to provide competent supervision at the site;
 - 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient material;
 - 5. Failure to make prompt payment to SUBCONTRACTORS or suppliers for material or labor;
 - 6. Loss of CONTRACTOR'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR'S performance of this Contract;
 - 7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Contract; or
 - 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
 - 1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project become COUNTY'S property and will be

- delivered to COUNTY not later than five (5) business days after the effective date of the termination;
2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
 3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONTRACTOR will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor CONTRACTOR charged with damages under this Article, if—
1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another contractor in the performance of a Contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of SUBCONTRACTORS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the SUBCONTRACTOR'S or suppliers; and
 2. CONTRACTOR, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONTRACTOR'S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 16 – TERMINATION FOR CONVENIENCE OF COUNTY

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

ARTICLE 17 – NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision in this Contract, COUNTY may terminate this Contract if for any

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

ARTICLE 18 - NOTICES

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

COUNTY:

Priscilla S. Cornelio, P.E. - Director
Pima County Department of Transportation
201 North Stone Avenue - 4TH Floor
Tucson, AZ 85701
Phone: (520) 724-6410
Fax: (520) 838-7347

CONTRACTOR:

Steve Shepherd, President
Borderland Construction Company, Inc.
400 E. 38th Street
Tucson, AZ 85713
Phone: (520) 623-0900
Fax: (520) 623-0232

ARTICLE 19 - NON-EXCLUSIVE CONTRACT

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

ARTICLE 20 - CONTRACT DOCUMENTS

- A. INCORPORATION OF DOCUMENTS: CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in SOLICITATION NO. 202583 - SUNSET ROAD: SILVERBELL ROAD TO INTERSTATE 10 PROJECT, EXHIBIT "A" - BID SCHEDULE, BONDS (BID, PAYMENT, AND PERFORMANCE BONDS), EXHIBIT "B" - GENERAL CONDITIONS, SPECIAL PROVISIONS, PLANS, CONSTRUCTION DOCUMENTS, DRAWINGS AND SPECIFICATIONS, ADDENDA, and on information provided in the CONTRACTOR response to this Solicitation. These documents are hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.
- B. ORDER OF PRECEDENCE: In the event of a conflict or inconsistency between or among the Documents incorporated into this Contract, the Contract Documents shall take precedence in the following order:
- a) This Contract
 - b) EXHIBIT "B" - General Conditions
 - c) Special Provisions, Technical Specifications, and Plans
 - d) Contractor Response to the Solicitation
 - e) Instructions to Bidders
 - f) 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 shall 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 shall take precedence.

ARTICLE 21 - BONDING REQUIREMENTS

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

attached to and become part of this Contract.

ARTICLE 22 - OWNERSHIP OF DOCUMENTS

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

ARTICLE 23 - BOOKS AND RECORDS

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

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

ARTICLE 24 - REMEDIES

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

ARTICLE 25 - SEVERABILITY

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

ARTICLE 26 - DELAYS

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

ARTICLE 27 - DISPUTES

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

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

ARTICLE 28 - PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by CONTRACTOR in any way related to this Contract, including, but not limited to, pricing,

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

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

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

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

ARTICLE 29 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

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

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

ARTICLE 30 – ENTIRE AGREEMENT

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


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

APPROVED:

Chair, Board of Supervisors

Date

CONTRACTOR:



Signature

Steve Shepherd, President

Name and Title (Please Print)


1-29-16

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

ANDREW FLAGG

Name (Please Print)

1/29/2016

Date

EXHIBIT "A" - BID SCHEDULE, Revised 1/15/2016
 SOLICITATION NO. 202583 - SUNSET ROAD: SILVERBELL ROAD TO INTERSTATE 10 (ARTSUN)

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1090010	Fuel Adjustment Allowance	50,000	USD	\$1.00	\$50,000.00
2010001	Clearing and Grubbing	1	L.S.	\$7,407.17	\$7,407.17
2010010	Clearing and Grubbing (Noxious and Invasive Species Control)	1	USD	\$10,000.00	\$10,000.00
2010004	Preservation Fencing	10,825	FT	\$2.26	\$24,464.50
2020001	Removal of Structures & Obstructions	1	L.S.	\$20,133.93	\$20,133.93
2030300	Roadway Excavation	33,425	C.Y.	\$2.19	\$73,200.75
2030401	Drainage Excavation	9,895	C.Y.	\$2.78	\$27,508.10
2030500	Excavation (Overexcavation and Removal)	514	C.Y.	\$2.73	\$1,403.22
2030502	Excavation (Overexcavation and Recompaction)	47,623	C.Y.	\$2.51	\$119,533.73
2030901	Borrow	76,556	C.Y.	\$5.00	\$382,780.00
3030003	Aggregate Base	3,706	C.Y.	\$24.61	\$91,204.66
3060002	Geogrid Base Reinforcement	590	S.Y.	\$3.01	\$1,775.90
4040111	Tack Coat	6	TON	\$456.14	\$2,736.84
4060001	Asphaltic Concrete (No. 1)	2,380	TON	\$59.97	\$142,728.60
4060002	Asphaltic Concrete (No. 2)	3,374	TON	\$60.94	\$205,611.56
4060003	Asphaltic Concrete (No. 3)	370	TON	\$73.95	\$27,361.50
4060510	Bituminous Material Price Adjustment Allowance	10,000	USD	\$1.00	\$10,000.00
5010007	Pipe, Corrugated Metal, 18"	29	L.F.	\$53.52	\$1,552.08
5011012	Pipe, Reinforced Concrete, Class III, 18"	479	L.F.	\$58.87	\$28,198.73
5011023	Pipe, Reinforced Concrete, Class III, 24"	512	L.F.	\$70.00	\$35,840.00
5011025	Pipe, Reinforced Concrete, Class V, 24"	88	L.F.	\$70.00	\$6,160.00
5011042	Pipe, Reinforced Concrete, Class II, 36"	880	L.F.	\$112.97	\$99,413.60
5011499	Pipe, Transition Structure	1	EA	\$4,443.04	\$4,443.04
5014618	Metal Safety End Section (18")	2	EA	\$1,070.30	\$2,140.60
5030734	Catch Basin, Type 4, Off Road, 1-Grate (D=<8')	6	EA	\$3,666.24	\$21,997.44
5101608	Potable Water Pipe, Copper, 2" w/ Fittings	120	L.F.	\$40.29	\$4,834.80
5103101	Potable Water, Adjust Existing Valve Box and Cover	4	EA	\$437.56	\$1,750.24
5107005	Potable Water, Corrosion Report	1	L.S.	\$2,226.27	\$2,226.27
5107110	Potable Water, Corrosion Test Station (CTS), New, Above Ground	2	EA	\$2,539.38	\$5,078.76
5108156	Potable Water, Stubs (S), 1-1/2"	1	EA	\$1,653.14	\$1,653.14
5113101	Reclaimed Water, Adjust Existing Valve Box and Cover	1	EA	\$437.56	\$437.56
5117005	Reclaimed Water, Corrosion Report	1	L.S.	\$2,367.70	\$2,367.70
5117110	Reclaimed Water, Corrosion Test Station (CTS), New, Above Ground	1	EA	\$2,066.83	\$2,066.83

Company BORDERLAND CONSTRUCTION COMPANY, INC.

Initials 

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EXHIBIT "A" - BID SCHEDULE, Revised 1/15/2016 (1/25)
SOLICITATION NO. 202583 - SUNSET ROAD: SILVERBELL ROAD TO INTERSTATE 10 (4RTSUN)

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5117140	Reclaimed Water, Corrosion Test Station (CTS), Relocated Below Ground	1	EA	\$2,066.83	\$2,066.83
5150005	Utility Potholing, Depth <12'	50	EA	\$444.13	\$22,206.50
5150007	Utility Potholing, Depth ≥12'	25	EA	\$888.25	\$22,206.25
5150101	Utility Impact Allowance	15,000	EA	\$1.00	\$15,000.00
5150103	Miscellaneous Utility Relocation Allowance (Tucson Water)	2,500	USD	\$1.00	\$2,500.00
6010200	Concrete Retaining Wall	2,612	S.F	\$56.59	\$147,813.08
6016088	Pipe Culvert Headwall w/Wingwalls	2	EA	\$7,027.26	\$14,054.52
6070010	Sign Post (Perforated) (Single)	419	L.F.	\$10.59	\$4,437.21
6070042	Slip Base Assembly (Type 2 1/2t) (Telescoping)	20	EA	\$169.41	\$3,388.20
6070057	Sign Post (Perforated) (2 1/2 T)	312	L.F.	\$13.76	\$4,293.12
6070110	Foundation For Sign Post (Perforated)	55	EA	\$127.06	\$6,988.30
6070220	Remove And Relocate Signs	3	EA	\$264.70	\$794.10
6080016	Sign Panel (Traffic Control) (Permanent) (Type IV)	215	S.F	\$16.94	\$3,642.10
6080030	Regulatory, Warning, or Marker Sign Panel w/ASTM Type XI Sheet	257	S.F	\$16.94	\$4,353.58
6080035	Specialty Sign	8	EA	\$79.41	\$635.28
6080040	Specialty Sign (Agency Furnished)	4	EA	\$238.23	\$952.92
6080050	Metro Street Name Sign (Agency Furnished)	3	EA	\$264.70	\$794.10
6080081	Flat Sheet Aluminum w/ Direct Apply Or Silk-Screen Characters	12	S.F	\$21.18	\$254.16
6090006	Drilled Shaft (6' Diameter)	2,088	L.F.	\$644.59	\$1,345,903.92
6090008	Drilled Shaft (8' Diameter)	765	L.F.	\$956.94	\$732,059.10
7010001	Maintenance And Protection Of Traffic	1	L.S.	\$15,274.38	\$15,274.38
7010007	Construction Area Elements (Predetermined Reimbursement Rate Allowance)	30,000	USD	\$1.00	\$30,000.00
7010010	Temporary Concrete Barrier (Installation & Removal)	2,500	L.F.	\$15.71	\$39,275.00
7010025	Flashing Arrow Panel	1,000	EA/DAY	\$15.71	\$15,710.00
7010027	Changeable Message Board	500	EA/DAY	\$26.19	\$13,095.00
7010030	Vertical Panel	81,500	EA/DAY	\$0.10	\$8,150.00
7010035	Barricade (Type II)	29,000	EA/DAY	\$0.10	\$2,900.00
7010038	Barricade (Type III)	4,600	EA/DAY	\$0.21	\$966.00
7010040	Flashing Warning Light (Type A)	65,000	EA/DAY	\$0.10	\$6,500.00
7010043	Flashing Warning Light (Type B)	3,000	EA/DAY	\$0.52	\$1,560.00
7010050	Steady-Burning Warning Light (Type C)	76,000	EA/DAY	\$0.10	\$7,600.00
7010055	Standard Intensity Reflective Sheeting (Less Than 10 Sq. Ft.)	22,000	EA/DAY	\$0.16	\$3,520.00
7010060	Standard Intensity Reflective Sheeting (10 Sq. Ft. Or Larger)	18,000	EA/DAY	\$0.26	\$4,680.00
7010063	Portable Sign Stand (Spring Type)	10,000	EA/DAY	\$0.47	\$4,700.00
7010065	Portable Sign Stand (Less than 10 Sq. Ft.)	20,000	EA/DAY	\$0.21	\$4,200.00
7010069	Portable Sign Stand (10 Sq. Ft. or Larger)	15,000	EA/DAY	\$0.37	\$5,550.00
7010075	Flagging Services (Civilian)	1,000	HR	\$22.63	\$22,630.00

Company BORDERLAND CONSTRUCTION COMPANY, INC.

Initials BB

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EXHIBIT "A" - BID SCHEDULE, Revised 1/15/2016 (1 of 25)
SOLICITATION NO. 202583 - SUNSET ROAD: SILVERBELL ROAD TO INTERSTATE 10 (4RTSUN)

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7010077	Flagging Services (Uniformed Officer) (Off Duty)	350	HR	\$51.34	\$17,969.00
7010079	Official Police Vehicle (Off Duty)	350	HR	\$8.38	\$2,933.00
7010261	Oblliterate Pavement Marking	1	L.S.	\$2,709.23	\$2,709.23
7040005	Pavement Marking (White Extruded Thermoplastic) (0.090")	19,370	L.F.	\$0.29	\$5,617.30
7040006	Pavement Marking (Yellow Extruded Thermoplastic) (0.090")	16,190	L.F.	\$0.29	\$4,695.10
7040032	Pavement Marking (White Extruded Thermoplastic) Sgl. Arrow (0.090")	21	EA	\$94.29	\$1,980.09
7040042	Pavement Marking (White Extruded Thermoplastic) Dbl. Arrow (0.090")	5	EA	\$146.67	\$733.35
7040062	Pavement Legend (White Extruded Thermoplastic) (Only) (0.090")	6	EA	\$104.77	\$628.62
7040130	Pavement Marking (White Extruded Thermoplastic) (Transverse) (0.090")	960	L.F.	\$0.52	\$499.20
7040140	Pavement Marking (Yellow Extruded Thermoplastic) (Transverse) (0.090")	1,530	L.F.	\$0.52	\$795.60
7060020	Pavement Marker, Reflective, (Type C, Clear, Red)	15	EA	\$3.14	\$47.10
7060025	Pavement Marker, Reflective, (Type D, Yellow, Two-Way)	241	EA	\$3.14	\$756.74
7060030	Pavement Marker, Reflective, (Type G, Clear, One-Way)	20	EA	\$3.14	\$62.80
7080001	Painted Pavement Marking	38,050	L.F.	\$0.10	\$3,805.00
7080010	Painted Pavement Symbol Or Legend	26	EA	\$47.14	\$1,225.64
7310035	Pole (Type J)	2	EA	\$3,142.96	\$6,285.92
7310045	Pole (Type Q)	1	EA	\$3,614.41	\$3,614.41
7310060	Pole (Type 2b Street Light)	5	EA	\$1,885.78	\$9,428.90
7310220	Pole Foundation (Type J)	2	EA	\$1,545.29	\$3,090.58
7310230	Pole Foundation (Type Q)	1	EA	\$1,545.29	\$1,545.29
7310240	Pole Foundation (Type 2A, 2B, and 2C Street Light)	5	EA	\$728.12	\$3,640.60
7310350	Control Cabinet Foundation	1	EA	\$618.12	\$618.12
7310376	Service Pedestal And BBS Cabinet Foundation	1	EA	\$785.74	\$785.74
7310405	Mast Arm (25 Ft.)(Tapered)	2	EA	\$1,152.42	\$2,304.84
7310410	Mast Arm (30 Ft.)(Tapered)	1	EA	\$1,257.19	\$1,257.19
7310535	Mast Arm (20 Ft.)(Luminaire Tapered)	1	EA	\$654.78	\$654.78
7320015	Electrical Conduit (1½")(PVC)	1,000	L.F.	\$5.76	\$5,760.00
7320020	Electrical Conduit (2")(PVC)	170	L.F.	\$6.81	\$1,157.70
7320025	Electrical Conduit (2½")(PVC)	505	L.F.	\$6.81	\$3,439.05
7320030	Electrical Conduit (3")(PVC)	110	L.F.	\$7.86	\$864.60
7320040	Electrical Conduit (4")(PVC)	1,465	L.F.	\$8.91	\$13,053.15
7320041	Electrical Conduit (4")(PVC)(Second In Trench)	410	L.F.	\$4.19	\$1,717.90

Company BORDERLAND CONSTRUCTION COMPANY, INC.

Initials

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EXHIBIT "A" - BID SCHEDULE, Revised 1/15/2016 (as)
SOLICITATION NO. 202583 - SUNSET ROAD: SILVERBELL ROAD TO INTERSTATE 10 (4RTSUN)

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7320150	Tracer Wire	1,105	L.F.	\$0.47	\$519.35
7320400	Pull Box (No. 3½)	3	EA	\$366.68	\$1,100.04
7320420	Pull Box (No. 7)	3	EA	\$408.59	\$1,225.77
7320421	Pull Box (No. 7) (With Extension)	1	EA	\$502.87	\$502.87
7320440	Pull Box (Fiber Optic)	2	EA	\$942.89	\$1,885.78
7320459	Vault (Fiber Optic)	2	EA	\$1,257.19	\$2,514.38
7320600	Conductors (Traffic Signal and Integral Street Lighting)	1	L.S.	\$13,095.68	\$13,095.68
7320622	Conductor (No. 12) (Insulated)	330	L.F.	\$0.79	\$260.70
7320628	Conductor (No. 8) (Bare)	165	L.F.	\$1.05	\$173.25
7320690	Ground Rod (¾" x 10')	4	EA	\$52.38	\$209.52
7320800	Service Pedestal Cabinet	1	EA	\$1,833.40	\$1,833.40
7320820	Battery Back Up Power System	1	EA	\$7,281.20	\$7,281.20
7320888	Electric Service Installation Fees Allowance	6,000	USD	\$1.00	\$6,000.00
7320890	Electric Service Installation	1	L.S.	\$3,090.58	\$3,090.58
7330045	Traffic Signal Face (Type F)	8	EA	\$413.82	\$3,310.56
7330050	Traffic Signal Face (Type Q)	4	EA	\$722.88	\$2,891.52
7330057	Traffic Signal Face (Type R)	2	EA	\$413.82	\$827.64
7330202	Traffic Signal Face (Pedestrian)(Count Down)	4	EA	\$366.68	\$1,466.72
7330320	Traffic Signal Mounting Assembly (Type V)	3	EA	\$350.96	\$1,052.88
7330330	Traffic Signal Mounting Assembly (Type VII)	2	EA	\$377.16	\$754.32
7330350	Traffic Signal Mounting Assembly (Type XI)	4	EA	\$157.15	\$628.60
7330370	Traffic Signal Mounting Assembly (Astro-Brac)	7	EA	\$340.49	\$2,383.43
7330500	Pre-Empt Beacon	3	EA	\$240.96	\$722.88
7330510	Pre-Empt Sensor	3	EA	\$623.35	\$1,870.05
7340040	Traffic Signal Controller Assembly (Type IV)	1	EA	\$27,762.85	\$27,762.85
7350000	Video Detection System	1	EA	\$942.89	\$942.89
7350100	Loop Detector (6'x6')	3	EA	\$838.12	\$2,514.36
7350400	Pedestrian Push Button (2" ADA Button w/ Sign)	4	EA	\$408.59	\$1,634.36
7360050	Luminaire (Horizontal Mount)(LED)	6	EA	\$890.51	\$5,343.06
7360190	Photo Electric Control	1	EA	\$104.77	\$104.77
7370210	Incidental Electrical Work (Intersection A)	1	L.S.	\$1,571.48	\$1,571.48
8020010	Water Harvesting Basin Grading	8	EA	\$697.15	\$5,577.20
8030029	Rock Mulch (Special)	12,209	S.Y.	\$3.51	\$42,853.59
8030040	Granite Mulch	865	S.Y.	\$3.02	\$2,612.30
8050004	Seeding (Class II)	8.5	AC	\$3,042.11	\$25,857.94
8050009	Seeding (Class II) (Second Application)	28	AC	\$2,711.07	\$75,909.96
8050050	Seeding (Class II) (Drilled)	19.5	AC	\$3,217.46	\$62,740.47

Company BORDERLAND CONSTRUCTION COMPANY, INC.

Initials

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XHIBIT "A" - BID SCHEDULE, Revised 1/15/2016 (as)
SOLICITATION NO. 202583 - SUNSET ROAD: SILVERBELL ROAD TO INTERSTATE 10 (ARTSUN)

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
8061005	Tree (15 Gallon)	10	EA	\$58.78	\$587.80
8061009	Tree (24" Box)	71	EA	\$163.26	\$11,591.46
8061013	Tree (36" Box)	31	EA	\$383.95	\$11,902.45
8061019	Tree (48" Box)	20	EA	\$946.36	\$18,927.20
8061090	Tree Staking	20	EA	\$16.86	\$337.20
8061298	Shrub (Five Gallon)	52	EA	\$20.80	\$1,081.60
8061305	Succulent (Five Gallon)	59	EA	\$15.99	\$943.41
8061610	Cactus (Agency Provided)	229	EA	\$6.21	\$1,422.09
8061611	Cactus	2	EA	\$17.74	\$35.48
8061612	Barrel Cactus	5	EA	\$35.95	\$179.75
8061613	Cactus (Prickly Pear)	5	EA	\$15.90	\$79.50
8061614	Barrel Cactus (Agency Provided)	43	EA	\$12.45	\$535.35
8061654	Ocotillo (Agency Provided)	15	EA	\$32.79	\$491.85
8061655	Ocotillo (4-6')	2	EA	\$51.62	\$103.24
8061700	Landscape Pruning	80	HR	\$36.67	\$2,933.60
8062015	15" Treepot (Agency Provided)	668	EA	\$21.24	\$14,188.32
8062024	24" Treepot (Agency Provided)	244	EA	\$23.31	\$5,687.64
8070001	Landscaping Establishment (12 Months)	1	L.S.	\$16,762.47	\$16,762.47
8080001	Landscape Irrigation System	1	L.S.	\$151,519.83	\$151,519.83
8080020	Irrigation Meter And Water Service Installation Fee Allowance	12,000	USD	\$1.00	\$12,000.00
8080051	Irrigation Gel System	360	EA	\$52.31	\$18,831.60
8080111	Miscellaneous Landscape Work Allowance	75,000	USD	\$1.00	\$75,000.00
8100001	AZPDES/NDES (Original)	1	L.S.	\$69,532.60	\$69,532.60
8100005	Sediment Log (Discretionary)	200	L.F.	\$4.24	\$848.00
8100006	Sediment Wattle (Discretionary)	1,200	L.F.	\$1.56	\$1,872.00
8100012	AZPDES/NPDES Allowance (Modified)	75,000	USD	\$1.00	\$75,000.00
9010001	Mobilization	1	L.S.	\$300,000.00	\$300,000.00
9020002	Chain Link Fence, Type 1 (48")	950	L.F.	\$6.35	\$6,032.50
9030310	Fence (Special)	526	L.F.	\$5.29	\$2,782.54
9050001	Guard Rail, W-Beam, Single Face	75	L.F.	\$21.18	\$1,588.50
9050020	Guard Rail Terminal (SKT 350)	2	EA	\$3,059.12	\$6,118.24
9050036	Guard Rail, Anchor Assembly	1	EA	\$635.28	\$635.28
9050430	Thrie-Beam Guard Rail Transition System	1	EA	\$1,852.91	\$1,852.91
9080063	Concrete Curb And Gutter (C-05.10) (Type D)	221	L.F.	\$25.88	\$5,719.48
9080090	Concrete Curb Terminal Section (Std. Dtl. 212)	2	EA	\$183.59	\$367.18
9080092	Concrete Curb Terminal Section (C-05.10)	2	EA	\$183.59	\$367.18
9080292	Concrete Landing with Detectable Warning Strip	8	EA	\$1,601.72	\$12,813.76

Company BORDERLAND CONSTRUCTION COMPANY, INC.

Initials BB

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EXHIBIT "A" - BID SCHEDULE, Revised 1/15/2016 (es)
SOLICITATION NO. 202583 - SUNSET ROAD: SILVERBELL ROAD TO INTERSTATE 10 (4RTSUN)

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9080294	Concrete Sidewalk Ramp, Type A (C-05.30)	2	EA	\$2,073.17	\$4,146.34
9080402	Concrete Header	35	L.F.	\$19.86	\$695.10
9080502	Concrete Ford Wall (1'x2')	1,643	L.F.	\$33.86	\$55,631.98
9080504	Concrete Ford Wall (1'x4')	471	L.F.	\$45.61	\$21,482.31
9080506	Concrete Ford Wall (1'x6')	311	L.F.	\$57.92	\$18,013.12
9090002	Survey Monument	1	EA	\$140.66	\$140.66
9090021	Survey Monument, Frame And Cover	4	EA	\$338.95	\$1,355.80
9100008	Concrete Half Barrier Transition	1	EA	\$966.12	\$966.12
9130001	Riprap (Dumped)	369	C.Y.	\$80.33	\$29,641.77
9130004	Riprap (Slope Mattress)	475	C.Y.	\$78.57	\$37,320.75
9130005	Riprap (Gablons)	69	C.Y.	\$234.51	\$16,181.19
9130009	Riprap (Hand Placed)(Grouted)	72	S.Y.	\$116.25	\$8,370.00
9260001	Engineer's Field Office	1	L.S.	\$24,389.40	\$24,389.40
9300100	Incidental Items Allowance	152,000	USD	\$1.00	\$152,000.00
9300114	Miscellaneous Work 4	1	L.S.	\$16,684.72	\$16,684.72
9330008	Handrail (Std Dtl 105) (Standard Lower Rail Location)	299	L.F.	\$37.06	\$11,080.94
9350050	Artist Coordination	1	L.S.	\$1,152.42	\$1,152.42
9999901	Lump Sum Structure	1	L.S.	\$2,704,170.52	\$2,704,170.52
				PROJECT TOTAL:	\$8,287,462.94

Company BORDERLAND CONSTRUCTION COMPANY, INC.

Initials

BB

6

EXHIBIT "A" - BID SCHEDULE, Revised 1/15/2016 (jes)
SOLICITATION NO. 202583 - SUNSET ROAD: SILVERBELL ROAD TO INTERSTATE 10 (4RTSUN)

BRIDGE LUMP SUM STRUCTURE

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6010003	Structural Concrete (F'c=3500)	507	C.Y	\$224.20	\$113,669.40
6010005	Structural Concrete (F'c=4500)	529	C.Y	\$370.43	\$195,957.47
6010016	Structural Concrete (F'c=4500) (Class X)	1,702	C.Y	\$317.99	\$541,218.98
6011140	F-Shaped Concrete Bridge Barrier and Transition (34")	755	L.F	\$58.43	\$44,114.65
6010660	Concrete Bridge Pedestal	195	L.F	\$96.04	\$18,727.80
6011132	Combination Pedestrian-Traffic Bridge Railing (Std 1.04)	755	L.F	\$189.04	\$142,725.20
6011349	Bridge Deck Joint Assembly (5x5 Compression Seal)	192	L.F	\$237.64	\$45,626.88
6011371	Approach Slab (Std 2.01)	1,929	S.F	\$10.50	\$20,254.50
6014907	Precast, Prestressed Concrete Bridge Member (Type V) (Modified)	6,430	L.F	\$181.35	\$1,166,080.50
6040501	Bridge Railing	561	L.F	\$114.25	\$64,094.25
6050002	Reinforcing Steel	531,320	LBS	\$0.63	\$334,731.60
6061015	Bridge Sign Assembly	3	EA	\$2,647.01	\$7,941.03
9230060	Utility Hanger Insert	96	EA	\$49.49	\$4,751.04
9230040	Utility Block Out	60	EA	\$54.61	\$3,276.60
9330008	Handrail (Std Dtl 105) (Standard Lower Rail Location)	27	L.F	\$37.06	\$1,000.62
9999901	Lump Sum Structure (Bridge over Santa Cruz) - Enter total here and on prior page				\$2,704,170.52

SIGNATURE: _____

DATE: 1-21-16

PRINTED NAME & TITLE: STEVE SHEPHERD, PRESIDENT

FIRM NAME: BORDERLAND CONSTRUCTION COMPANY, INC.

Company BORDERLAND CONSTRUCTION COMPANY, INC.

Initials SS

7

EXHIBIT "B" - GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

Whenever in this document, or in any document of instructions where these General Conditions govern, in addition to those in the Standard Specifications, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

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

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

DEPARTMENT: The Pima County Department of Transportation.

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

STANDARD SPECIFICATIONS: The directions, provisions, and requirements contained in the current edition of the Pima Association of Governments (PAG) Standard Specifications and Standard Details for Public Improvements, 2014 Edition, with amendments, as adopted by Pima County, supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, quality and quantity of material to be furnished and measurement for payment of same.

ARTICLE 2. RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES

The existence and locations of underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the CONTRACTOR before starting work. Excavations in the vicinity of existing structures and utilities shall be carefully done. The CONTRACTOR shall be held responsible for any damage to, and for maintenance and protection of existing utilities and structures. At least two full working days prior to commencing excavation, CONTRACTOR shall call Blue Stake Center, 1-800-STAKE-IT, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday, for information relative to the location of buried utilities.

The Contractor shall take full responsibility of costs incurred due to damage to utilities as a result of grading or excavation operations. Utility locations shown on the Plans are approximate, and all utilities are not necessarily shown. The possibility of conflicts with existing utilities-in-service exists. If conflicting utilities interfere with the Contractor's normal progress toward completion of this project, COUNTY may, at its option, authorize the Contractor to relocate said conflicting utilities by Force Account.

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

ARTICLE 3. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

- b. Permits and Licenses -- The CONTRACTOR shall procure all COUNTY building permits, and sewer connection fees. CONTRACTOR shall post required permits on site and give all notices necessary and incidental to the due and lawful prosecution of the work. All other permits, fees, and applications for water, gas, and electric etc., shall be procured and paid for by the CONTRACTOR.
- c. Sanitary Provisions -- The CONTRACTOR shall provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements and regulations of the State Department of Health or other authorities having jurisdiction therein.
- d. Public Convenience and Safety -- The CONTRACTOR shall have due regard for the public health and shall conduct the work in such a manner as to provide and ensure the safety and convenience of the public.

When special conditions prevail and extraordinary measures are necessary, the details will be set forth in the Technical Specifications or Special Provisions.

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

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

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

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

- g. CONTRACTOR's Responsibility for Work -- Until written final acceptance of the work by the COUNTY, the CONTRACTOR shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by action of elements, or from any other cause, whether arising from the execution or non-execution of the work. The CONTRACTOR shall rebuild, repair, restore, and make good all injuries or damages of any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

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

- h. Waiver of Legal Rights -- The COUNTY shall 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 the CONTRACTOR, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract. Neither the acceptance by the COUNTY or by any representative of the COUNTY nor any payment, nor acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the COUNTY shall operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damage herein provided. A waiver of any breach of the Contract shall not be held to be waiver of any other subsequent breach.

ARTICLE 4. ACCIDENTS

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

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

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

ARTICLE 5. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

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

ARTICLE 6. ORDER OF COMPLETION

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

ARTICLE 7. CONSTRUCTION DOCUMENTS ON THE JOB SITE

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

ARTICLE 8. OWNERSHIP OF DRAWINGS

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

ARTICLE 9. CONTRACTOR'S UNDERSTANDING

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

ARTICLE 10. MATERIALS, APPLIANCES, EMPLOYEES

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

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

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

ARTICLE 11. ROYALTIES AND PATENTS

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

ARTICLE 12. SURVEYS, PERMITS, AND REGULATIONS

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

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

ARTICLE 13. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all its work from damage and shall protect the COUNTY's property from injury or loss arising in connection with this Contract. It shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by Agents or employees of the COUNTY. It shall adequately protect adjacent property as provided by law and the Contract Documents. It shall 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, the

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

ARTICLE 14. INSPECTION OF WORK

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

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

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

ARTICLE 15. SUPERINTENDENCE - SUPERVISION

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

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

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

ARTICLE 16. REMOVAL OF EQUIPMENT

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

ARTICLE 17. BUILDER'S RISK

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

ARTICLE 18. GUARANTEE BONDS

The COUNTY shall, prior to the signing of the Contract, require the CONTRACTOR to furnish bonds

covering the faithful performance in such form as the COUNTY may prescribe. Such bonds are required and the premium shall be paid by the CONTRACTOR.

ARTICLE 19. RIGHTS OF VARIOUS INTERESTS

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

ARTICLE 20. COUNTY'S STATUS

The COUNTY shall have general review of the work. The COUNTY shall have the authority to reject all work and materials which do not conform to the contract.

ARTICLE 21. CLEANING UP

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

ARTICLE 22. WASTE DISPOSAL FACILITIES

The CONTRACTOR shall legally dispose of all construction debris in appropriate COUNTY operated waste disposal facilities and pay any applicable fees.

ARTICLE 23. ARCHAEOLOGICAL SALVAGE

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

ARTICLE 24. HAZARDOUS MATERIALS/ HAZARDOUS WASTES / HAZARDOUS SUBSTANCES ABATEMENT

Should the CONTRACTOR uncover, or otherwise become aware of the presence of any Hazardous Materials, Hazardous Wastes or Hazardous Substances during the construction of this project, notice shall be served immediately to the COUNTY, and all work surrounding said materials or substances shall be ceased until directed to proceed. The CONTRACTOR is hereby advised that construction delays due to Hazardous Materials, Hazardous Wastes or Hazardous Substances abatement may occur.

ARTICLE 25. AS-BUILT DRAWINGS

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

END GENERAL CONDITIONS

ARIZONA STATUTORY PERFORMANCE BOND

PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: Borderland Construction Company, Inc.
hereinafter "Principal"), as Principal, and Travelers Casualty and Surety Company of America
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Connecticut, with
its principal office in the City of Hartford, CT, holding a certificate of authority to transact surety
business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are
held and firmly bound unto Pima County, Arizona (hereinafter "Obligee") in the amount of Eight Million
Two Hundred Eighty Seven Thousand Four*, for the payment whereof, Principal and Surety bind themselves, and
their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated

for:

* Hundred Sixty Two and 94/100 (\$8,287,462.94)

SOLICITATION NO. 202583

SUNSET ROAD: SILVERBELL ROAD TO INTERSTATE 10

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

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

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

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

Witness our hands this 1st day of February, 20 16.

Borderland Construction Company, Inc.

By: 

Principal

Travelers Casualty and Surety Company of America

By: 

Tina Marie Berger, Attorney-In-Fact

Surety

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: Borderland Construction Company, Inc.
(hereinafter "Principal"), as Principal, and Travelers Casualty and Surety Company of America (hereinafter
"Surety"), a corporation organized and existing under the laws of the State of Connecticut, with
its principal office in the City of Hartford, CT, holding a certificate of authority to transact surety
business in Arizona issued by the Director of Department of Insurance pursuant to Title 20, Chapter 2, Article 1,
as Surety, are held and firmly bound unto Pima County, Arizona, and Pima County (hereinafter "Obligee") in the
amount of Eight Million Two Hundred Eighty Seven Thousand Four*, for the payment whereof, Principal and Surety
bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated _____
for:

* Hundred Sixty Two and 94/100 (\$8,287,462.94)

SOLICITATION NO. 202583

SUNSET ROAD: SILVERBELL ROAD TO INTERSTATE 10

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

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

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

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

Witness our hands this 1st day of February, 2016.

Borderland Construction Company, Inc.

By: 

Principal

Travelers Casualty and Surety Company of America

By: 

Tina Marie Berger, Attorney-In-Fact

Surety

Payment Bond

TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

230030

Certificate No. 006503233

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Joseph C. Dhuey, Tina K. Nierenberg, Tina Marie Berger, and Patrick Howey

of the City of Tucson, State of Arizona, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

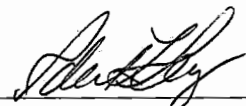
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of October, 2015.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



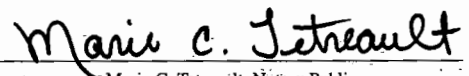
State of Connecticut
 City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 14th day of October, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of February, 20 16

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

BORDE-1

OP ID: SC

DATE (MM/DD/YYYY)

01/29/2016

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 Carstin Insurance Partners LLC P.O. Box 95095 Phoenix, AZ 85070-5095	CONTACT NAME: Steve R. Carvajal	
	PHONE (A/C, No, Ext): 480-659-4927	FAX (A/C, No): 480-659-4315
	E-MAIL ADDRESS: SteveC@carstininsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Allied World National Assuranc	NAIC # 10690
	INSURER B : Allied World National Assuranc	NAIC # 10690
	INSURER C : The Hartford Insurance Co	NAIC # 37478
	INSURER D : Twin City Fire Insurance Co.	NAIC # 14974
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	AWAC 0308-6588	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 1,000,000
A	<input checked="" type="checkbox"/> Contractual			AWAC 0308-6588	11/01/2015	11/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							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
							Emp Ben. \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						BODILY INJURY (Per person) \$
	OTHER:						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO	X	X	59 CSE QU1021	11/01/2015	11/01/2016	
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB						
	<input type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> CLAIMS-MADE	X	X	0309-8309	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 25,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000						AGGREGATE \$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	59 WN QU1020	11/01/2015	11/01/2016	<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
D	Property Section			59UUM AM4514	11/01/2015	11/01/2016	Equipment 17,629,265
E	Pollution			CPO 14206734	06/15/2015	06/15/2016	Pollution 2,000,000

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

Pima County and the Regional Transit Authority, (RTA), are listed as additional insureds as regards the General, Automobile, and Umbrella Liability when required by written contract.
Project: Sunset Road: Silverbell Road to Interstate 10

CERTIFICATE HOLDER	CANCELLATION
PIMACO6	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Pima County Procurement Design & Construction Div. Christy Bustillos 130 W. Congress 3rd Fl DT-AB3- Tucson, AZ 85701	AUTHORIZED REPRESENTATIVE <i>Steve R. Carvajal</i>

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NOTEPAD

INSURED'S NAME Borderland Construction Co.Inc

BORDE-1
OP ID: SC

PAGE 2
Date 01/29/2016

Certificate holder, and all others as their interest may appear, are automatically added as an additional insured as regards the General, Automobile, and Umbrella Liability coverage for both ongoing and completed operations when required by virtue of written contract.
Endorsement(s): CG 2010 04 13 and CG 2037 04 13

Waiver of subrogation, in favor of any party, is automatic when required by virtue of written contract.
Endorsement: CG 2404 05 09 and WC 0030

30 Day notice of cancellation to the certificate holder and the insured applies in accordance with state law.

Coverage is primary and non-contributory when required by written contract. Endorsement: GL: 00030 00 10/09

When applicable, certificate holder and all others are listed as loss payee as their interest may appear automatically when required by written contract.

Waiver of subrogation applies as regards the General, Automobile, Umbrella, and Workers Compensation policies when required by written contract.

Coverage is primary and non-contributory.

Endorsements attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where Required by Written Contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where Required by Written Contract	

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, proved such contract was executed prior to the date of loss.
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

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