



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

**Requested Board Meeting Date:** February 16, 2016

**or Procurement Director Award** ☐

**Contractor/Vendor Name (DBA):** M. A. Mortenson Company (Headquarters: Minneapolis, MN)

**Project Title/Description:**

Corona De Tucson WRF Disinfection And Service Water Project.

**Purpose:**

Award of Contract: Contract No. CT-WW-16-216 to the lowest responsive and responsible bidder in an amount not to exceed \$1,302,266.00 for a contract term through February 15, 2017 for construction of a new disinfection system and installation of a new service water system at the Corona De Tucson Wastewater Reclamation Facility. Administering Department: Regional Wastewater Reclamation.

**Procurement Method:**

Invitation For Bid No. 197016 was issued pursuant to A.R.S. Title 34, Pima County Procurement Code 11.16.010 and Pima County Board of Supervisors Policy D 29.8(IV)(D). Five (5) responsive bids were received and all were deemed to be in compliance with Pima County SBE requirements. The M. A. Mortenson Company provided the lowest responsive and responsible bid.

**Attachments:** Notice of Recommendation for Award; Contract No. CT-WW-16-216

**Program Goals/Predicted Outcomes:**

Improve facility operation and maintenance efforts and the safety of operations. To meet regulatory standards for the effluent discharge that could be used to recharge the aquifer and receive recharge credits instead of the current method of disposal by percolation/evaporation basins which does not qualify for recharge credits.

**Public Benefit:**

Help replenish the aquifer. Meet regulatory limits for e-coli content in the effluent and eliminate the exposure of non-disinfected service water by staff and visitors.

**Metrics Available to Measure Performance:**

Monthly laboratory samples for fecal coliform will be monitored to verify the system is performing as intended and e-coli levels are maintained within the regulatory agency limits.

**Retroactive:**

No

Procure Dept 01/29/16 PM0437

To CoB: 2-3-16

25pgs(1)

Original Information

Document Type: CT Department Code: WW Contract Number (i.e., 15-123): 16-216  
Effective Date: 2/16/2016 Termination Date: 2/15/2017 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount: \$ 1,302,266.00 ☐ Revenue Amount: \$ \_\_\_\_\_  
Funding Source(s): RWRD Obligations

Cost to Pima County General Fund: \$0.00

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: Keith E. Rogers 1/22/16 1.22.16  
Department: Procurement 1/25/16 Telephone: (520) 724-3542  
Department Director Signature/Date: [Signature] 1/27/16  
Deputy County Administrator Signature/Date: [Signature] 1/27/16  
County Administrator Signature/Date: [Signature] 1/29/16  
(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 #197016: CORONA DE TUCSON WRF DISINFECTION AND SERVICE WATER PROJECT NO. 3CDT22**

that the below listed firm will be recommended for award of a contract in an amount not to exceed \$1,302,266.00. The award action is anticipated to be performed by the Pima County Board of Supervisors on or after February 16, 2016.

#### RECOMMENDED:

#### AMOUNT (Total Bid Amount)

M.A. Mortenson Company

\$1,302,266.00

#### OTHER PARTICIPATING FIRMS:

#### AMOUNT (Total Bid Amount)

KE & G Construction, Inc.

\$1,401,423.99

The Ashton Company, Inc.

\$1,429,758.00

Granite Construction Company

\$1,626,521.00

Engineer's Estimate: \$1,002,644.00

Contract Officer: /s/ Keith E. Rogers  
Keith E. Rogers, CPPB

Date: 01/22/16

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 – 43646  
Project Manager

**PIMA COUNTY REGIONAL WASTEWATER  
RECLAMATION DEPARTMENT**

**PROJECT:** CORONA DE TUCSON WRF  
DISINFECTION AND SERVICE  
WATER PROJECT NO. 3CDT22

**CONTRACTOR:** M. A. Mortenson Company  
3100 W. Ray Rd., Ste. 101  
Chandler, AZ 85226

**AMOUNT:** \$1,302,266.00

**FUNDING:** RWRD OBLIGATIONS

**CONTRACT**

**NO. CT-WW-16\*216**

**AMENDMENT NO.**

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

**(stamp here)**

**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 M.A. Mortenson Company, herein after called CONTRACTOR, collectively referred to as the Parties.

**WITNESSETH**

**WHEREAS** COUNTY requires the services of a qualified firm to provide construction of the Corona de Tucson WRF Disinfection And Service Water Project; and,

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

**WHEREAS**, CONTRACTOR submitted the low responsive bid in response to Solicitation No. 197016 for said work.

**NOW, THEREFORE**, the parties hereto agree as follows:

**ARTICLE 1 - TERM AND EXTENSION/RENEWAL/CHANGES**

This Contract, as approved by the Board of Supervisors on February 16, 2016, shall commence on February 16, 2016, and shall terminate on February 15, 2017, unless sooner terminated or further extended for the purposes of project completion. Any modification of the Contract shall be by formal written amendment executed by the parties hereto.

Construction completion time for the work to be performed under this Contract shall be **210 calendar days** from the date of Notice to Proceed. Liquidated damages shall be assessed based upon the construction completion time.

COUNTY shall have the option to extend the Contract termination date for purposes of project completion. Any modification or extension of the contract termination date shall be by formal written amendment executed by the parties hereto. Change orders must be approved by the Procurement Director or the Board of Supervisors, as required by the Pima County Procurement Code, before the work under the change commences.

**ARTICLE 2 - SCOPE OF SERVICES**

CONTRACTOR will provide for the COUNTY all labor, materials and equipment necessary to complete the project as described in **Exhibit A – Scope of Services (2 pages)**, incorporated into this Contract. All work shall be done per specifications called for, in the bid documents as contained in Pima County Solicitation Number 197016, the

*M&K*

specifications, the General Conditions to the Contract, 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 shall provide detailed documentation in support of requested payment. Payments will be made in accordance with A.R.S. § 34-221.

Total payment for this Contract shall not exceed One Million, Three Hundred Two Thousand, Two Hundred Sixty-Six Dollars and Zero Cents (\$1,302,266.00). Payment for this Contract shall be made based on **Exhibit "B"** Contractor Bid Sheet (2 pages), hereby incorporated herein, for the lump sum amount of the base bid.

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

### **ARTICLE 4 - INSURANCE**

Refer to *Article 5 - Bonds and Insurance* in the *Standard General Terms of the Construction Contract* (IFB Exhibit C).

### **ARTICLE 5 - INDEMNIFICATION**

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

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. The obligations under this Article shall not extend to the negligence of COUNTY, its agents, employees or indemnitee.

All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226, as amended by Laws, 51<sup>st</sup> Legislature (2013), 1<sup>st</sup> Regular Session, Ch. 0238, shall, in all cases, not be void, but shall be interpreted and applied as if it were consistent with A.R.S. § 34-226.

### **ARTICLE 6 - COMPLIANCE WITH LAWS**

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

### **ARTICLE 7 - INDEPENDENT CONTRACTOR STATUS**

The status of CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officers, agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System.

CONTRACTOR shall be responsible for payment of all federal, state, and local taxes associated with compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which

COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Contract.

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

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

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

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

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

#### **ARTICLE 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 (ADA)**

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

#### **ARTICLE 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 shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this contract.

### **ARTICLE 13 - FULL AND COMPLETE PERFORMANCE**

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

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

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

### **ARTICLE 15 - TERMINATION OF CONTRACT FOR DEFAULT**

A. Upon a failure by CONTRACTOR to cure a default under this Contract within 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, and may take possession of and use any materials, appliances, or plant on the work site necessary for completing the work. The CONTRACTOR and its sureties shall be liable for any damage to the COUNTY resulting from CONTRACTOR's default, including any increased costs incurred by COUNTY in completing the work.

B. The occurrence of any of the following shall constitute an event of default:

1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
2. Persistent or repeated refusal or failure to supply enough properly skilled workmen or materials to perform the work on schedule;
3. Failure to provide competent supervision at the site;
4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or remove any defective or deficient Material
5. Failure to make prompt payment to subcontractors or suppliers for material or labor;
6. Loss of CONTRACTOR'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 shall become COUNTY's property and shall be delivered to COUNTY not later than five (5) business days after the effective date of the termination;

2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
  3. Subject to the immediately preceding subparagraph (2), COUNTY's liability to CONTRACTOR shall not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor the CONTRACTOR charged with damages under this Article, if—
1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR. Examples of such causes include—
    - (i) Acts of God or of the public enemy,
    - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
    - (iii) Acts of another Contractor in the performance of a contract with the COUNTY,
    - (iv) Fires,
    - (v) Floods,
    - (vi) Epidemics,
    - (vii) Quarantine restrictions,
    - (viii) Strikes,
    - (ix) Freight embargoes,
    - (x) Unusually severe weather, or
    - (xi) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the CONTRACTOR and the subcontractors or suppliers; and
  2. The CONTRACTOR, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies the COUNTY in writing of the cause(s) therefor. In this circumstance, the COUNTY shall ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, "receipt of notice" shall include receipt by hand by CONTRACTOR's onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract 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 shall, at the option of the COUNTY, become its property. If the Contract is terminated by COUNTY as provided herein, CONTRACTOR shall be paid an amount based on the time and expenses incurred by CONTRACTOR prior to the termination date, however, no payment shall be allowed for anticipated profit on unperformed services.

Notwithstanding any other provision of this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

## **ARTICLE 17 - NOTICES**

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

### **COUNTY:**

Jackson Jenkins, Director  
Regional Wastewater Reclamation Department  
201 N. Stone Ave  
Tucson, AZ 85701  
Tel: 520-724-6549  
Fax: 520-724-6553

### **CONTRACTOR:**

Robert Nartonis, Senior Vice President  
M. A. Mortenson Company  
3100 W. Ray Rd., Ste. 101  
Chandler, AZ 85226  
Tel: 480-839-5944  
Fax: 480-839-5996  
Email: Robert.nartonis@mortenson.com

## **ARTICLE 18 - 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 19 - CONTRACT DOCUMENTS**

A. **INCORPORATION OF DOCUMENTS:** CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in SOLICITATION NO. 197016, EXHIBIT "A" SCOPE OF SERVICES, EXHIBIT "B" BID FOR LUMP SUM CONSTRUCTION CONTRACT, BID, PAYMENT, AND PERFORMANCE BONDS, GENERAL CONDITIONS (EXHIBIT "C"), SPECIAL PROVISIONS (EXHIBIT "D"), PLANS, CONSTRUCTION DOCUMENTS, DRAWINGS AND SPECIFICATIONS, NON-DISCLOSURE AGREEMENT (EXHIBIT "E"), 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:

- 1) This Contract
- 2) Special Provisions (EXHIBIT "D")
- 3) General Conditions (EXHIBIT "C")
- 4) Technical Specifications and Plans
- 5) Contractor Response to the Solicitation
- 6) Instructions to Bidders
- 7) 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.

## **ARTICLE 20 - BONDING REQUIREMENTS**

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

## **ARTICLE 21 - 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 shall vest in and become the property of the COUNTY and shall be delivered to COUNTY upon completion or termination of the services, but CONTRACTOR may retain record copies thereof.

## **ARTICLE 22 - BOOKS AND RECORDS**

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, CONTRACTOR shall retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

## **ARTICLE 23 - REMEDIES**

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

## **ARTICLE 24 - SEVERABILITY**

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

## **ARTICLE 25 - 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 shall be a Public Record and shall not include any information considered confidential.

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

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

## **ARTICLE 26 - 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 shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

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

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

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

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this 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 will be deemed to be 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 shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

**(The Remainder of This Page Intentionally Left Blank)**

**ARTICLE 27 - 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.

PIMA COUNTY:

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

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:

  
Deputy County Attorney

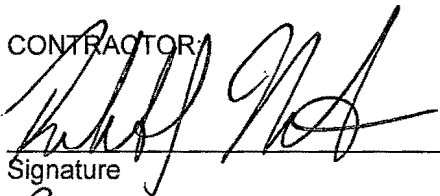
**CHARLES WESSELHOFT**

Name (Please Print)

**JAN 25 2016**

Date

CONTRACTOR:

  
Signature

ROBERT J. NALTONIS Sr. Vice President  
Name and Title (Please Print)

1/27/16  
Date

## **EXHIBIT "A" SCOPE OF SERVICES**

### **CORONA DE TUCSON WRF DISINFECTION AND SERVICE WATER PROJECT NO. 3 CDT22**

#### **Project Description**

To enhance the effluent treatment process at the CDT WRF, the following new processes are planned for construction and incorporation into the existing facility: Chlorine Contact Basin (CCB), Chemical Feed Facility with Sodium Hypochlorite (SHC), electromagnetic flow meter, service water system modifications, and an effluent parshall flume. The existing effluent parshall flume will be demolished and a new meter vault installed in its place to measure flow upstream of the CCB. The new effluent parshall flume will be installed downstream of the new CCB.

#### ***CCB Facility***

The CCB will be added to the facilities' process downstream of diversion structure No. 5 and upstream of diversion structure No. 6. Work at the CCB will include installation of the precast CCB, installation of secondary effluent (SE) piping to and from the CCB, installation of service water pumps and piping, installation of a sampling pump and relocation of the effluent sampler. There will be a concrete pad on the north side of the CCB that will house the relocated sampler, service water pumps, and electrical panels for the chemical analyzers.

#### ***Chemical Feed Facility***

There will be a new Chemical feed facility located adjacent to the CCB and SHC yard piping routed from the Chemical Feed Facility to the front end of the CCB. The work at the chemical facility for the physical structure will include constructing the foundation, sump, containment curb, and equipment pads and installing the metal canopy. Other work at the chemical facility includes installation of the chemical metering package system fed by SHC totes and installation of the safety eyewash shower and shade structure.

#### ***Service Water Facility***

The effluent stream from the CCB will be used as service water for the CDT facility. New service water pumps will be installed near the end of the CCB and will be used to pump treated effluent to a hydropneumatic tank that will be located above ground to the east of the CCB. The hydropneumatic tank is an existing 2,000 gallon tank that has been relocated to the CDT facility and will be installed as part of this project. The discharge piping from the tank will be connected into the existing service water line for use.

#### ***Instrumentation and Control (I & C)***

The I & C work will include all necessary field instrumentation, panel instrumentation, PLC components and software, to allow effective, efficient, reliable manual and automatic control and monitoring of the Disinfection Facility. Major I&C components include the following:

- New local PLC panel at the disinfection facility connected to existing SCADA system
- One new magnetic flow meter at flow meter vault

- Analyzers and level instrumentation at the CCB
- Pressure and level instrumentation at the hydropneumatic tank
- I&C at the Chemical Feed Facility for the new SHC storage and feed system

### ***Site Civil***

The civil sheets within the design documents show the new asphalt paving and yard piping planned for the facility.

All surface drainage shall be directed away from buildings, top of cut and fill slopes, and pedestrian walkways. The site currently drains directly to an existing retention basin to the west and a similar drainage pattern will be maintained. Erosion and sedimentation control best management practices shall be required for this site. The intent is to match grade around the facility with existing grade.

The following yard piping and utility components are included in the project:

- Various sizes of HDPE effluent piping (primarily 12" & 18")
- 2" PVC carrier pipe for chemical feed
- ¾" PVC Sodium Hypochlorite (SHC) pipe
- 4", 2", and 1 ½" Service Water (SW) piping
- 1 ½" Potable water piping
- 4" Electrical conduit
- Signal and control raceways for I & C

**END OF EXHIBIT "A"**

**REVISION 2 - EXHIBIT "B" - CONTRACTOR BID SHEET**

**BID SCHEDULE**

**BID**

**OF:** M.A. Mortenson Company

3100 W. Ray Rd. Ste. 101 Chandler, AZ 85226

**(CONTRACTOR'S NAME AND ADDRESS)**

to install all materials and perform all work in accordance with the Contract Documents for construction of the:

**IFB #197016 CORONA DE TUCSON WRF DISINFECTION AND SERVICE WATER PROJECT  
NO. 3CDT22**

The bidder has carefully examined the form of Contract, Special Provisions, Specifications, and RWRD Engineering Design Standards and Standard Specifications and Details for Construction, 2012 edition, and Construction Drawings and will provide all necessary staffing, equipment, tools, apparatus, and other means of construction and complete all the work called for by said Documents in the manner prescribed therein, **COMPLETE, IN PLACE, AS FOLLOWS:**

General / Site Preparation and Completion	Total Bid - General	\$ 60,320
Chlorine Contact Basin (CCB)	Total Bid - CCB	\$ 273,403
Meter Vault	Total Bid - Meter Vault	\$ 77,000
Effluent Parshall Flume	Total Bid - Parshall Flume	\$ 47,806
Chemical Facility	Total Bid - Chemical Facility	\$ 120,093
Service Water Facility	Total Bid - Service Water	\$ 60,249
Civil / Yard Piping	Total Bid - Civil / Yard Piping	\$ 85,579
Instrumentation and Electrical	Total Bid - Instrumentation & Electrical	\$ 577,816
	PROJECT TOTAL BID	\$ 1,302,266

**TOTAL BID AMOUNT (IN WORDS):**

ONE MILLION THREE HUNDRED TWO THOUSAND  
TWO HUNDRED SIXTY SIX DOLLARS AND ~~26~~ 66 CENTS.

**(CONTINUED ON NEXT PAGE)**

**REVISION 2 - EXHIBIT "B" - CONTRACTOR BID SHEET (Continued)**

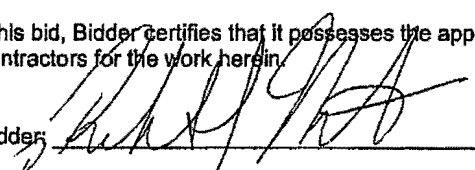
BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Material Addendum may result in rejection of the bid.

Addendum #	By (Name of Bidder's Personnel)	Date	Addendum #	By (Name of Bidder's Personnel)	Date
1	CHASE FARNSWORTH	12/2/15			
2	CHASE FARNSWORTH	12/18/15			
3	CHASE FARNSWORTH	12/14/15			

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

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

By submitting this bid, Bidder certifies that it possesses the appropriate license required by the Arizona Registrar of Contractors for the work herein.

Signature of Bidder: 

Printed Name: ROBERT J. NORTON

Date: 12/16/15

**EXHIBIT "C" STANDARD GENERAL TERMS OF THE CONSTRUCTION CONTRACT**

**Exhibit "C" is provided on the solicitation disc and is hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.**

## **EXHIBIT "D" SPECIAL PROVISIONS**

1. The existing CDT WRF is to remain operational at all times during construction, startup, and performance testing of the new facilities. The contractor shall submit a construction sequencing plan to PCRWRD for review and approval before commencing construction. The plan shall describe and clearly detail the Contractor's plan for ensuring continuous operation and permit compliance of the existing plant. Contractor shall plan for a 30-day continuous performance testing demonstration.
2. The Contractor shall obtain and pay fees for all permits necessary required by government agencies for construction, potentially including but not limited to: building permits, dust activity permit, construction trailer and construction water permits, lighting permit, noise permit, grading permit, development and maintenance of a SWPPP, and filing an NOI with ADEQ.
3. The Contractor shall be responsible for completing and submitting PCRWRD asset manage forms on all installed equipment. See specification section 01 78 23 Operation, Maintenance, and Asset Data for further details.
4. It shall be the Contractor's responsibility to furnish, haul, and supply all water required for compaction and the control of dust from construction activity. The Contractor shall also supply their own portable sanitation facilities and wash stations.
5. The electrical plans show spare conduit to be used from the control building to the existing handhole north of the RAS/WAS pump station (between the two closed loop reactors). Contractor shall verify existing conduit is available and if not available, Contractor shall provide for new conduit, trenches etc.
6. The Contractor shall plan on a work schedule from 6 am to 4 pm, Monday through Friday, excepting legal holidays. If the contractor needs to work or have access to the site outside of these days or hours, they will need to make arrangements with PCRWRD in advance.
7. The Contractor shall perform housekeeping on a daily basis and leave the site at the end of the day clean and picked up. See specification section 01 50 00 Temporary Facilities and Controls for further details.

## EXHIBIT "E" NON-DISCLOSURE AGREEMENT

Pima County's Corona de Tucson WRF (referred to as "Facility") is classified as "Critical Infrastructure" as that term is defined at A.R.S. 41-1801(1) and Facility information related to security arrangements; building structure; chemical storage; computer network access and protocols; process controls; and process piping is considered "Critical Infrastructure Information" as defined at A.R.S. 41-1801(2).

The undersigned, on behalf of M.A. Mortenson Company ("Contractor"), acknowledges and agrees that Contractor is not authorized to publish, divulge or disclose any Critical Infrastructure Information identified herein or any specific Facility documents or drawings conspicuously identified as Critical Infrastructure Information to any third party without the express, written permission of Pima County. No such permission will be granted by Pima County unless the third party recipient executes a Pima County Acknowledgement of Critical Infrastructure Status form. Contractor further acknowledges and agrees that it will ensure that Critical Infrastructure Information in Contractor's custody will be protected against inadvertent or intentional release by its employees and agents with at least the same degree of care it exercises in protecting its own business sensitive information.

The undersigned, on behalf of Contractor, certifies that it has read and understands A.R.S. 41-1805 as set forth below.

### 41-1805. Violation; classification

In addition to any penalty imposed by federal law, any state or local governmental employee and any entity that submits or receives information under this article and who knowingly publishes, divulges, discloses or makes known in any manner or to any extent not authorized by law any critical infrastructure information as defined in section 41-1801 that the person knows is protected from disclosure by this article is guilty of a class 5 felony.

FOR CONTRACTOR

  
Signature

ROBERT J. NARKONIS  
Printed Name

Sr. Vice President  
Title

1/26/16  
Date



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
01/25/2016

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).

<b>PRODUCER</b>  Willis of Minnesota, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, NO, EXT):</b> 877-945-7378 <b>FAX (A/C, NO):</b> 888-467-2378	
	<b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC#</b>
	<b>INSURER A:</b> Arch Insurance Company	11150-001
<b>INSURED</b>  M. A. Mortenson Company 700 Meadow Lane N P.O. Box 710 Minneapolis, MN 55440	<b>INSURER B:</b> Arch Insurance Company	11150-000
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 24092583**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"/> <b>COMMERCIAL GENERAL LIABILITY</b>  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		51PKG8901203	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b>			51CAB8919603	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			51PKG8901203	5/1/2015	5/1/2016	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			51WCI8901003	5/1/2015	5/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	51WCI8919503	5/1/2015	5/1/2016	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project #: TBD Project Name: Corona de Tucson WRF Disinfection and Service

As respects to M. A. Mortenson Company operations if awarded this project, Pima County and their respective officers, directors, partners, employees, agents, consultants and subcontractors will be included as Additional Insureds on a Primary and Non-Contributory basis under the General Liability policy as required by written contract.

Contractual Liability is included in the General Liability policy.**CERTIFICATE HOLDER****CANCELLATION**Pima County  
Regional Wastewater Reclamation Department  
201 North Stone Avenue  
Tucson, AZ 85701

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

AUTHORIZED REPRESENTATIVE

Coll:4839654 Tpl:1949587 Cert:24092583 ©1988-2014 ACORD CORPORATION. All rights reserved

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Willis of Minnesota, Inc.		NAMED INSURED M. A. Mortenson Company 700 Meadow Lane N P.O. Box 710 Minneapolis, MN 55440	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Should any of the above described policies be cancelled before the expiration date thereof, the insurers will send 30 days notice of cancellation to the Certificate Holder (except 10 days for non-payment).

Bond No. 82390812/106411236

Pima County Procurement Department

Solicitation Number 197016

CORONA DE TUCSON WRF DISINFECTION AND SERVICE WATER PROJECT NO. 3CDT22



**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:

M. A. Mortenson Company

Federal Insurance Company and

(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 IN/CT with its  
principal office in the City of Warren NJ/ 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 \$1,302,266.00  
for the payment whereof, Principal and Surety bind themselves, and their heirs,  
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the  
February 16, 2016 for:

**IFB #197016 CORONA DE TUCSON DISINFECTION AND SERVICE WATER PROJECT NO. 3CDT22**

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

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

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

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

Witness our hands this 16th day of February, 20 16.

M. A. Mortenson Company

Principal

Federal Insurance Company and

Travelers Casualty and Surety Company of America By:

Surety

By:

Thomas F. Gunkel, CEO

Laurie Pflug, Attorney-in-fact

ARIZONA STATUTORY PERFORMANCE BOND

Page 37 of 52

Pima County Procurement Department  
Solicitation Number 197016

**CORONA DE TUCSON WRF DISINFECTION AND SERVICE WATER PROJECT NO. 3CDT22**

**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:

M. A. Mortenson Company

Federal Insurance Company and

(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 IN/CT, with its principal office in the City of Warren NJ/ 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 (hereinafter "Obligee") in the amount of \$1,302,266.00, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the, 16th day of February, 2016 for:

**IFB #197016 CORONA DE TUCSON WRF DISINFECTION AND SERVICE WATER PROJECT NO. 3CDT22**

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

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

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

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

Witness our hands this 16th day of February, 20 16

M. A. Mortenson Company

Principal

Federal Insurance Company and

Travelers Casualty and Surety Company of America By:

Surety

By:

  
Thomas F. Gunkel, CEO

  
Laurie Pflug, Attorney-in-fact

# Corporation Acknowledgement

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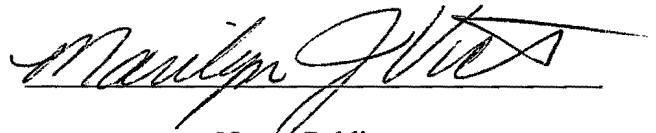
State of Minnesota }  
County of Hennepin } ss.

On this 16<sup>th</sup> day of February 2016,

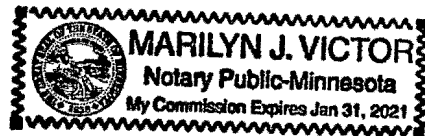
before me personally came Thomas F. Gunkel to me

known, who being by me duly sworn, did depose and say that he is the Chief Executive Officer

of M. A. Mortenson Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



Notary Public



# Acknowledgment of Corporate Surety

STATE OF Minnesota )  
COUNTY OF Hennepin ) ss

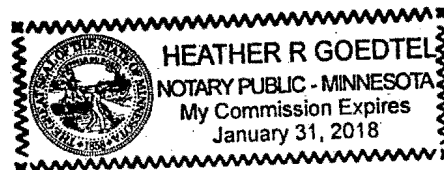
On this 16th day of February, 2016 before me appeared  
Laurie Pflug, to be known,

who being by me duly sworn did say that she is the aforesaid Attorney-in-Fact of the  
Federal Insurance Company and Travelers Casualty and Surety Company of America

a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and  
that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by  
authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act  
and deed of said corporation.

  
\_\_\_\_\_  
Notary Public Signature

(Notary Seal)





**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Brian D. Carpenter, Heather R. Goedtel, Jessica Hoff, Nicole Langer, Dennis G. Loots, Craig Olmstead, Laurie Pflug, Jill N. Swanson, Michelle Sylvester and Nina E. Werstein** of Minneapolis, Minnesota

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **17<sup>th</sup>** day of **April, 2014**.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*David B. Norris, Jr.*

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **17<sup>th</sup>** day of **April, 2014** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No 2316685  
Commission Expires July 16, 2014**

*Katherine J. Adelaar*

Notary Public

**CERTIFICATION**

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, 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 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 upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this February 16, 2016



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**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. 229267

Certificate No. 006583173

**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

Jill N. Swanson, Laurie Pflug, Nina E. Werstein, Brian D. Carpenter, Nicole Langer, Jessica Hoff, Heather R. Goedel, Michelle Sylvester, and Craig Olmstead

of the City of Minneapolis, State of Minnesota, 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 10th day of November, 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 10th day of November, 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 16<sup>th</sup> 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](http://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.