

<b>PIMA COUNTY FACILITIES MANAGEMENT DEPARTMENT</b>	
<b>PROJECT:</b>	<b>97 E. Congress Modernization (X97ECI)</b>
<b>CONTRACTOR:</b>	Durazo Construction Corporation 934 S. 6 <sup>th</sup> Ave. Tucson, AZ 85701
<b>AMOUNT:</b>	\$979,657.00
<b>FUNDING:</b>	Certificates of Participation

<b>CONTRACT</b>
NO. <u>CF-FM-17-100</u>
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 Durazo Construction Corp., hereinafter called CONTRACTOR, collectively referred to as the Parties.

### WITNESETH

**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 for tenant improvements and modernization ("Project"); and,

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

**WHEREAS**, it was determined under the emergency procurement provisions of A.R.S. 34-606 and Pima County Code 11.20.060 that a competitive procurement would be contrary to the COUNTY's interests.

**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 September 6, 2016, and terminates on March 31, 2017, 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 **ninety-six (96) calendar days after the date of Notice to Proceed**. Liquidated damages will be assessed based upon the construction completion time as adjusted under Article 6 of the General Conditions.

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.

#### **ARTICLE 2 – SCOPE OF SERVICES**

CONTRACTOR will provide for the COUNTY all labor, materials and equipment necessary to perform the work provided in **Exhibit "A" Proposal (1 page) and Exhibit "B" Scope of Work (43 pages)**. All Work shall be done per **Exhibit 'C' General Conditions (14 Pages)**, 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.

Total payment for this Contract shall not exceed Nine Hundred Seventy-Nine Thousand Six Hundred Fifty-Seven Dollars and Zero Cents (\$979,657.00). Payment for this Contract shall be made based on Exhibit 'A' Proposal.

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

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

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

### **ARTICLE 4 – INSURANCE REQUIREMENTS**

Contractor will procure and maintain at its own expense insurance (the "Required Insurance") as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The below Required Insurance are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

#### **4.1 Insurance Coverages and Limits:**

- 4.1.1 **Commercial General Liability (CGL):** Occurrence Form covering liability arising from personal injury, bodily injury, broad form contractual liability, independent or sub-contractors, property damage and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$3,000,000 General Aggregate.
- 4.1.2 **Business Automobile Liability:** Coverage form (CA 00 01 or equivalent) for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$2,000,000 Each Accident.
- 4.1.3 **Workers' Compensation (WC) and Employers' Liability:** Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 4.1.4 **Builders Risk Insurance:** Builders risk shall be maintained in force on the entire work and apply on a replacement cost basis. Insurance shall be written on a completed value form and in an amount equal to the initial contract sum subject to subsequent modifications of the contract sum. The insurance shall name as insureds Pima County, Contractor, and all subcontractors in the work. The policy shall contain a provision that the insurance will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Pima County.
- 4.1.5 **Professional Liability Errors and Omission (E&O) Insurance:** Professional Liability to include professional misconduct and negligent acts of anyone performing professional services under this Contract with policy limits not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. A Claims-Made policy is acceptable.

**Examples requiring Professional Liability Insurance:** Architect, Engineer, Lawyer, Construction Manager, Licensed Health Care Practitioner, Surveyor or Accountant. (See appropriate language above.)

## **4.2 Additional Coverage Requirements:**

- 4.2.1 Claims Made Coverage: If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 4.2.1 Insurer Financial Ratings: Coverage must be placed with insurers lawfully authorized to do business in Arizona and with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.
- 4.2.2 Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's competed operations. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
- 4.2.3 Waiver of Subrogation: Commercial General Liability, Workers' Compensation and Builders Risk must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Contractor.
- 4.2.4 Primary Insurance: The Required Insurance policies, with respect to any claims related to this Contract, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR).
- 4.2.5 Subcontractors: Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

## **4.3 Verification of Coverage:**

- 4.3.1 Insurer or Broker of Contractor must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:
  - The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate,
  - A notation of policy deductibles or SIRs relating to the specific policy, and
  - Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for the County and its Agents.
- 4.3.3 Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Contract. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and wavier of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Contract.
- 4.3.4 County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.
- 4.3.5 Cancellation Notice: Contractor's insurance policies and endorsements shall not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. Contractor must provide written notice to County within 2 business days of receipt of notice from insurer. For cancellation for non-payment, Insurer is to provide County with written notice 10 days prior to cancellation of policy.

#### **4.4 Approval and Modifications:**

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

#### **ARTICLE 5 – INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 9 – ASSIGNMENT**

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

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

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

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

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

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

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

#### **ARTICLE 13 – NON-WAIVER**

The failure of COUNTY to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

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

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

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

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

- A. Upon a failure by CONTRACTOR to cure a default under this Contract within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Contract for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by Contract or otherwise. CONTRACTOR and its sureties, if any, will be liable for any damage to COUNTY resulting from CONTRACTOR'S default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following constitutes an event of default:
  - 1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
  - 2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
  - 3. Failure to provide competent supervision at the site;
  - 4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient Material
  - 5. Failure to make prompt payment to SUBCONTRACTORS or suppliers for material or labor;
  - 6. Loss of CONTRACTOR'S business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude CONTRACTOR'S performance of this Contract;
  - 7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Contract; or
  - 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
  - 1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project become COUNTY'S property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
  - 2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
  - 3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONTRACTOR will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor CONTRACTOR charged with damages under this Article, if—

1. Excepting item (8) in paragraph B above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include—
    - i. Acts of God or of the public enemy,
    - ii. Acts of the COUNTY in either its sovereign or contractual capacity,
    - iii. Acts of another contractor in the performance of a Contract with the COUNTY,
    - iv. Fires,
    - v. Floods,
    - vi. Epidemics,
    - vii. Quarantine restrictions,
    - viii. Strikes,
    - ix. Freight embargoes,
    - x. Unusually severe weather, or
    - xi. Delays of SUBCONTRACTORS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the SUBCONTRACTORS or suppliers; and
  2. CONTRACTOR, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONTRACTOR'S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

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

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## **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:**

Lisa Josker, Director  
Facilities Management  
150 W. Congress St., Floor 3  
Tucson, Arizona 85701  
Tel: (520) 724-3104

### **CONTRACTOR:**

Mario R. Durazo Jr., President  
Durazo Construction Corporation  
934 S. 6<sup>th</sup> Ave.  
Tucson, AZ 85701  
Tel: (520) 623-1077

## **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 EXHIBIT "A" PROPOSAL AND EXHIBIT "B" SCOPE OF WORK, BONDS (PAYMENT, AND PERFORMANCE BONDS), AND EXHIBIT "C" GENERAL CONDITIONS. These documents are hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.
- B. ORDER OF PRECEDENCE:** In the event of a conflict or inconsistency between or among the documents incorporated into this contract, the Contract Documents shall take precedence in the following order:
- a) This Contract
  - b) EXHIBIT 'C' General Conditions
  - c) Special Provisions, Technical Specifications, and Plans
  - d) EXHIBIT 'A' Proposal

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

## **ARTICLE 21 - BONDING REQUIREMENTS**

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

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

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

## **ARTICLE 23 – BOOKS AND RECORDS**

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



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

#### **ARTICLE 24 – REMEDIES**

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

#### **ARTICLE 25 – SEVERABILITY**

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

#### **ARTICLE 26 – DELAYS**

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

#### **ARTICLE 27 – DISPUTES**

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

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

#### **ARTICLE 28 – PUBLIC INFORMATION**

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

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

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

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

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

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws").

CONTRACTOR will further ensure that each SUBCONTRACTOR who performs any work for CONTRACTOR under this Contract likewise complies with the State and Federal Immigration Laws.

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

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

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

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

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

**ARTICLE 30 - ISRAEL BOYCOTT CERTIFICATION**

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

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**ARTICLE 31 - ENTIRE AGREEMENT**

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

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

APPROVED:

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

\_\_\_\_\_  
Date

CONTRACTOR:

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Please Print)

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy County Attorney

**TOBIN ROSEN**

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

9/2/16  
\_\_\_\_\_  
Date



August 26, 2016

Pima County Facilities Management  
 Attn: Sheila Cook  
 150 W. Congress Street, 3<sup>rd</sup> Floor  
 Tucson, AZ 85701

**Re: Proposal – 97 E. Congress Street Phase 2: Lower Level & First Floor T.I.**

Dear Sheila Cook,

We will provide all labor, equipment and material to perform work as per Drawings by Swaim Associates, LTD. dated 8/15/2016 and per RFQ dated 8/16/2016 with the following qualifications:

1. Our pricing includes required overtime to complete schedule noted in RFQ. This is based on beginning Lower Level Demolition on 9/1/2016 and First Floor Demolition no later than 9/09/16.
2. Our price is based on installing ASI Storage Solution Metal Lockers
3. Upon evaluation the existing aluminum doors calling to be serviced do not meet ADA Standards and have drilled holes and other conditions that may interfere with proper function. A voluntary alternate to replace these doors has been provided below,
4. Our proposal includes insulation at new walls and Prayer Room only.
5. Our proposal includes installation of Sound Masking system per Goodman's drawings received on 8/16/2016 from PCFM.
6. Our Proposal is based on installing Armstrong Cortega Second Look II 2x4 tile #2767 in a Prelude 7300 White grid at First Floor and owner supplied ceiling tile at Lower Level.

**Total Base Bid: \$935,657.00**

**Add Alternate A: \$28,500.00**

Outside Air Coil Unit Replacement

**Restroom Breakout (Included in Base Bid) \$90,915.00**

**Voluntary Alternate Add: \$15,500.00**

Replace five (5) aluminum doors with new Medium Stile Doors w/ 10" bottom rails

*Thank you for the opportunity to provide you with this Proposal!*

Best Regards,

A handwritten signature in black ink, appearing to read "Mario R. Durazo Jr.", is written over a white background.

Mario R. Durazo Jr.  
 President  
 Durazo Construction Corporation



## PIMA COUNTY

### FACILITIES MANAGEMENT

150 WEST CONGRESS, 3<sup>rd</sup> FLOOR  
TUCSON, ARIZONA 85701

August 16, 2016

#### PHASE 2: LOWER LEVEL AND FIRST FLOOR TENANT IMPROVEMENTS

97 EAST CONGRESS ST.; TUCSON, AZ.

ATTN: JR Durazo ([jr@durazoconstruction.com](mailto:jr@durazoconstruction.com))  
Justin Stiehr ([justin@durazoconstruction.com](mailto:justin@durazoconstruction.com))

- RE:
1. **Project Name & Location:** Phase 2: Lower Level and First Floor Tenant Improvements at 97 East Congress; Tucson, Az.
  2. **Project Manager:** Sheila Cook, **Construction Manager:** Dave Erickson
  3. **Contact for Information:** Questions, and bid submittal: Sheila Cook: 724-2089, Fax: 724-3900, Email: [sheila.cook@pima.gov](mailto:sheila.cook@pima.gov)
  4. **Quote due date:** Shall be received by 3 pm on August 26, 2016.
  5. **Scope of work:** Refer to plans dated August 15, 2016 by Swaim Associates Architects attached.
  6. **Pre-Bid Meeting:** No pre-bid required. First Floor is available for inspection weekdays prior to 8:00 AM by appointment only. Lower Level is available for inspection anytime during the week by appointment only.
  7. **Completion time for construction:** December 5, 2016. To be based on 96 calendar days allowed for construction.
  8. **Alternates:** A separate line shall be broken out from the base bid for each of the following:
    - A. Upgrade building fresh air. Reference sheet M1.1/Outside Air Coil Unit Replacement" for additional information.
    - B. Men's and Women's Restroom on Lower Level and First Floor (not including locker and shower room on Lower Level)
  9. **Additional Information:** See following page.

#### QUOTE SUBMITTALS:

Quotes shall be on the letterhead of the General Contractor and received on or before the date specified, before 3 pm. Quotes must state the Project Name and acknowledge the receipt of each addendum. Quotes shall include total cost of work, including taxes and bond.

Sincerely,

A handwritten signature in cursive script that reads "Sheila Cook".

Sheila Cook  
Pima County Facilities Management  
New Buildings Division

## **ADDITIONAL INFORMATION**

### **WORK HOURS**

CONTRACTOR MAY WORK AT ANY TIME IN THE BUILDING, 7 DAYS PER WEEK, AND WILL SIGN OFF FOR A BUILDING ENTRY KEY TO HAVE FOR THE DURATION OF THE PROJECT.

OFFICE HOURS FOR THE OCCUPANTS OF THE SECOND AND THIRD FLOOR ARE 7:00AM – 5:00PM, MONDAY THRU FRIDAY.

THE FOLLOWING WORK MUST BE PERFORMED OUTSIDE THOSE OFFICE HOURS:

- ANY SHUTDOWN OF UTILITIES WHICH WOULD AFFECT AREAS OUTSIDE OF CONSTRUCTION AREA.

### **BUILDING ACCESS**

- PARKING MUST BE OBTAINED THROUGH CITY PERMITS ON STREETS OR IN NEARBY GARAGES.
- DUMPSTER: ALL DEBRIS REMOVAL WILL BE THROUGH THE BACK ALLEY. BLOCKING THE ALLEY IS NOT PERMITTED. SMALL DUMPSTERS THAT DO NOT BLOCK THE ALLEY ARE ACCEPTABLE.
- ALLEY ACCESS DURING WORK WEEK: CONTRACTOR MAY HAVE A VEHICLE WITH DRIVER IN VEHICLE, PARKED IN THE NORTH ALLEY TO REMOVE OR DELIVER CONSTRUCTION MATERIALS DURING THE WORK WEEK. THAT VEHICLE MUST BE IMMEDIATELY REMOVED FROM THE ALLEY WHENEVER ALLEY ACCESS IS NEEDED BY OTHERS.
- BUILDING ACCESS: ALL ACCESS TO THE LOWER LEVEL AND FIRST FLOOR IS TO BE THROUGH THE ALLEY AT THE NORTH.
- SOUTH ENTRY DOORS: NO TRAFFIC THROUGH THE FRONT LOBBY NOR USE OF THE PUBLIC ELEVATOR IS PERMITTED.
- FREIGHT ELEVATOR: WILL BE BACK IN SERVICE THE WEEK OF SEPTEMBER 12<sup>TH</sup> FOR USE BY THE CONTRACTOR. PROVIDE FLOORING AND WALL PROTECTION TO ELEVATOR TO PROTECT EXISTING FLOORING AND WALLS.
- TOILETS: CONTRACTOR MAY USE EXISTING TOILET FACILITIES PRIOR TO DEMOLITION. EXISTING FACILITIES ARE TO BE KEPT IN SANITARY CONDITION. PORTABLE TOILETS WILL BE REQUIRED AFTER DEMOLITION FOR THE REMAINDER OF THE PROJECT. NEW TENANT IMPROVED TOILETS ARE NOT TO BE USED.

### **PERMITS**

1. PERMITS: THIS WORK WILL HAVE A BUILDING PERMIT ISSUED BY PIMA COUNTY DEVELOPMENT SERVICES.

## design team

### architect

SWAIN ASSOCIATES, LTD. ARCHITECTS AIA  
7250 E. Speedway 210  
Tucson, AZ 85710  
(920) 325-3700  
www.swainma.com  
Pete Swain, AIA  
petes@swainma.com  
cswain@swainma.com  
Christen Plev, AIA

### structural

SCHNEIDER STRUCTURAL ENGINEERS  
2080 N. Campbell Ave., Suite 130  
Tucson, AZ 85718  
(920) 912-2185  
www.scspe.com  
Scott Duckler, PE  
sduckler@ssstructural.com

### mechanical engineer

ADAMS & ASSOCIATES  
5407 E. 9th St #132  
Tucson, AZ 85711-2545  
(920) 322-3858  
www.adams-and-associ.com  
Dave Tynell, PE  
dtyrell@adams-and-associ.com

### electrical engineer

MONROE ENGINEERING, INC  
1000 N. Campbell Ave., Suite 200  
Tucson, AZ 85711-1018  
(920) 884-0045  
www.monroeengineeringinc.com  
Joe Smith, PE  
joesmith@monroeengineeringinc.com

## PHASE 2: LOWER LEVEL AND FIRST FLOOR TI - PERMIT SET - 8.15.16

# Pima County Facilities Management 97 E. Congress, Tucson AZ 85701

### location map

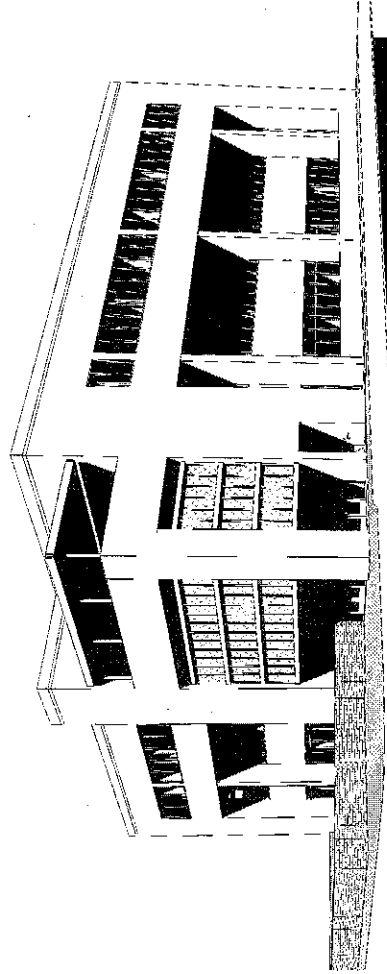


### alternate bids

1. UPGRADE BUILDING FRESH AIR, REFERENCE SHEET M1.1/REPLACEMENT FOR ADDITIONAL INFORMATION.

### index of drawings

GENERAL	
92.0	COVER SHEET
91.1	ABBREVIATIONS AND SYMBOLS
91.2	OCCUPANCY AND CODE ANALYSIS
DEMOLITION	
41.0	LOWER LEVEL DEMOLITION PLAN
41.1	FIRST FLOOR DEMOLITION PLAN
42.0	LOWER LEVEL DEMOLITION RCP
42.1	FIRST FLOOR DEMOLITION RCP
ARCHITECTURAL	
01.0	LOWER LEVEL FLOOR PLAN
01.1	FIRST FLOOR PLAN
02.0	LOWER LEVEL RCP
02.1	FIRST FLOOR RCP
07.1	INTERIOR ELEVATIONS
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08.1	SCHEDULES
08.2	DETAILS
PLUMBING	
09.1	ENLARGED PLUMBING DEMO BASEMENT FLOOR PLANS
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09.1.2	PLUMBING 1ST LEVEL FLOOR PLAN
09.1.3	PLUMBING NOTES SCHEDULES AND SPECIFICATIONS
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06.1	BASEMENT MECHANICAL DEMO PLAN
06.2	1ST FLOOR MECHANICAL DEMO PLAN
06.1.1	BASEMENT MECHANICAL PLAN
06.1.2	1ST FLOOR MECHANICAL PLAN
06.1.3	MECHANICAL EQUIPMENT SCHEDULES AND SPECIFICATIONS
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04.1	ELECTRICAL SYMBOL LEGEND, NOTES & ABBREVIATIONS
04.2	LOWER LEVEL POWER PLAN
04.3	LOWER LEVEL LIGHTING PLAN
04.1.1	FIRST FLOOR POWER PLAN
04.1.2	FIRST FLOOR LIGHTING PLAN
04.1.3	EXISTING ONE LINE DIAGRAM
04.0	ELECTRICAL DETAILS
07.0	LOWER LEVEL TELECOMMUNICATIONS PLAN
10.1	FIRST FLOOR TELECOMMUNICATIONS PLAN
SOUND MASKING	
sm1.0	FIRST FLOOR SOUND MASKING PLAN
sm1.1	LOWER LEVEL SOUND MASKING PLAN









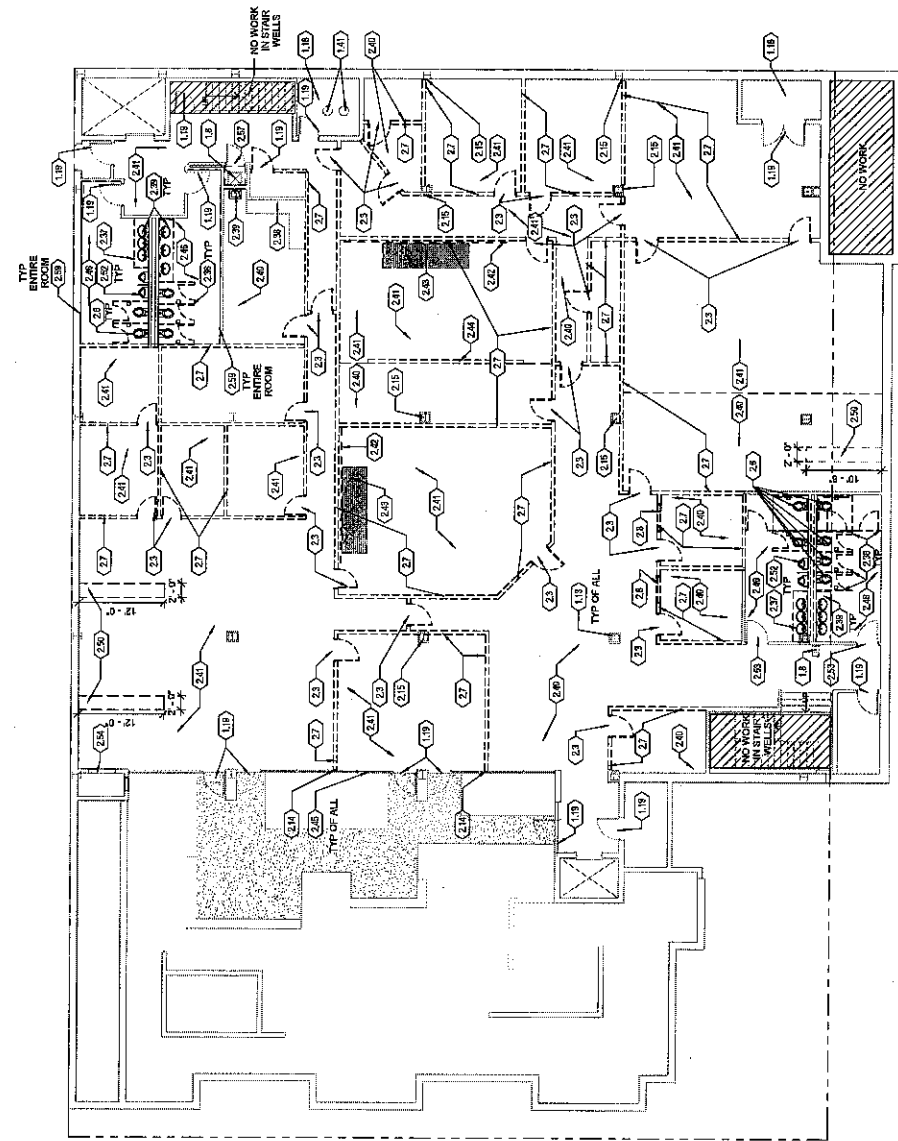
keynotes

- 1.2 EXISTING PLUMBING FITTINGS TO REMAIN.  
1.3 EXISTING STRUCTURAL COLUMN WITH FIRE-RATED GWS AND FRAME FLOORING TO REMAIN. PATCH AND REPAIR TO MAINTAIN PRESENT FINISH.  
1.18 EXISTING FLOORING TO REMAIN  
1.19 EXISTING DOOR AND FRAME TO REMAIN.  
1.41 EXISTING EJECTOR PUMP EQUIPMENT TO REMAIN  
2.3 SALVAGE 2 RIGHT HAND DOORS, 1 LEFT HAND DOORS FOR REUSE (TOTAL FROM BOTH SIDES)  
2.6 REMOVE EXISTING TOILET  
2.7 REMOVE DASHED PORTION OF EXISTING GYPSUM WALL/CARD AND STEEL STUD PARTITION ENTIRELY  
2.8 REINSTALLATION  
2.14 CAREFULLY DISCONNECT PARTITION WALL FROM GLAZING AND ALUMINUM WINDOW PARTENERS  
2.15 CAREFULLY REMOVE FRAME PARTITION WALLS CONNECTED TO FIRE RATED COLUMN OR COLUMN COVERINGS  
2.38 REMOVE EXISTING TOILET PARTITIONS ENTIRELY AND DISCARD  
2.37 REMOVE EXISTING LAVATORY COUNTER TOP ENTIRELY  
2.36 REMOVE EXISTING BASE CABINETS, UPPER CABINETS AND COUNTER TOP ENTIRELY  
2.38 REMOVE EXISTING SINK AND DISCARD  
2.41 REMOVE EXISTING SINK AND DISCARD  
2.42 REMOVE ALL WOOD PANELING AND TRIM FROM WALL SURFACE  
2.43 REMOVE WOOD FRAMED MILLWORK, JUDICIAL REMOVED FRAME AND OMB PONY WALL WITH WOOD CAP ENTIRELY  
2.44 REMOVE EXISTING MENILANDS AND  
2.45 REMOVE EXISTING TILE FLOORING  
2.46 SAWCUT AND REMOVE SECTION OF SLAB AND TRENCH AS NEEDED TO INSTALL POWER, LIGHT AND DATA RACKS. COORDINATE EXACT LOCATION WITH ARCHITECT IN FIELD.  
2.50 REMOVE EXISTING URINAL  
2.52 REMOVE EXISTING DOOR FROM FRAME.  
2.53 REMOVE EXISTING DOOR FROM FRAME.  
2.54 REMOVE PORTION OF GWS OR STUDCO WALL FINISH AS NEEDED TO INSTALL NEW EXHAUST STUDS. WALL COVERINGS WILL BE LEFT IN PLACE WITH CLIMATE CONTROL LOCATION WITH ARCHITECT.  
2.57 REMOVE WALL BOARD AND ANY FRP FROM INTERIOR OF CLOSET  
2.59 REMOVE EXISTING PARTITION AND BACKER BOARD FROM RESTROOM SIDE OF EXISTING STUD FRAMED WALL FULL HEIGHT.

ELECTRICAL DEMOLITION NOTES  
1. REMOVE ALL ELECTRICAL WIRING BACK TO NEAREST JUNCTION BOX FROM ALL WALLS AND FIXTURES TO BE REMOVED. NOTE PANEL NAMES AND CIRCUIT NUMBERS FOR REUSE.  
2. SALVAGE EXISTING LIGHT FIXTURES FROM CEILING. TO BE REMOVED FOR REUSE.  
3. DEMOLISH ALL ETHERNET CABLING - HAVE FIRE ALARM AND OTHER WIRING IN OPERATION. CEILING TO BE REMOVED.  
4. MAINTAIN CONTINUITY OF CIRCUITS TO REMAIN THROUGHOUT CONSTRUCTION.  
5. ALL DEMOLISHED ETHERNET WIRING SHALL BE REMOVED BACK TO SOURCE.

general notes - demo

- REMOVE ALL WALL MOUNTED DIRECTIONAL, ADA,  
-REMOVE ALL REMAINING FURNISHINGS, EQUIPMENT,  
DEBRIS AND GARBAGE AND DISCARD

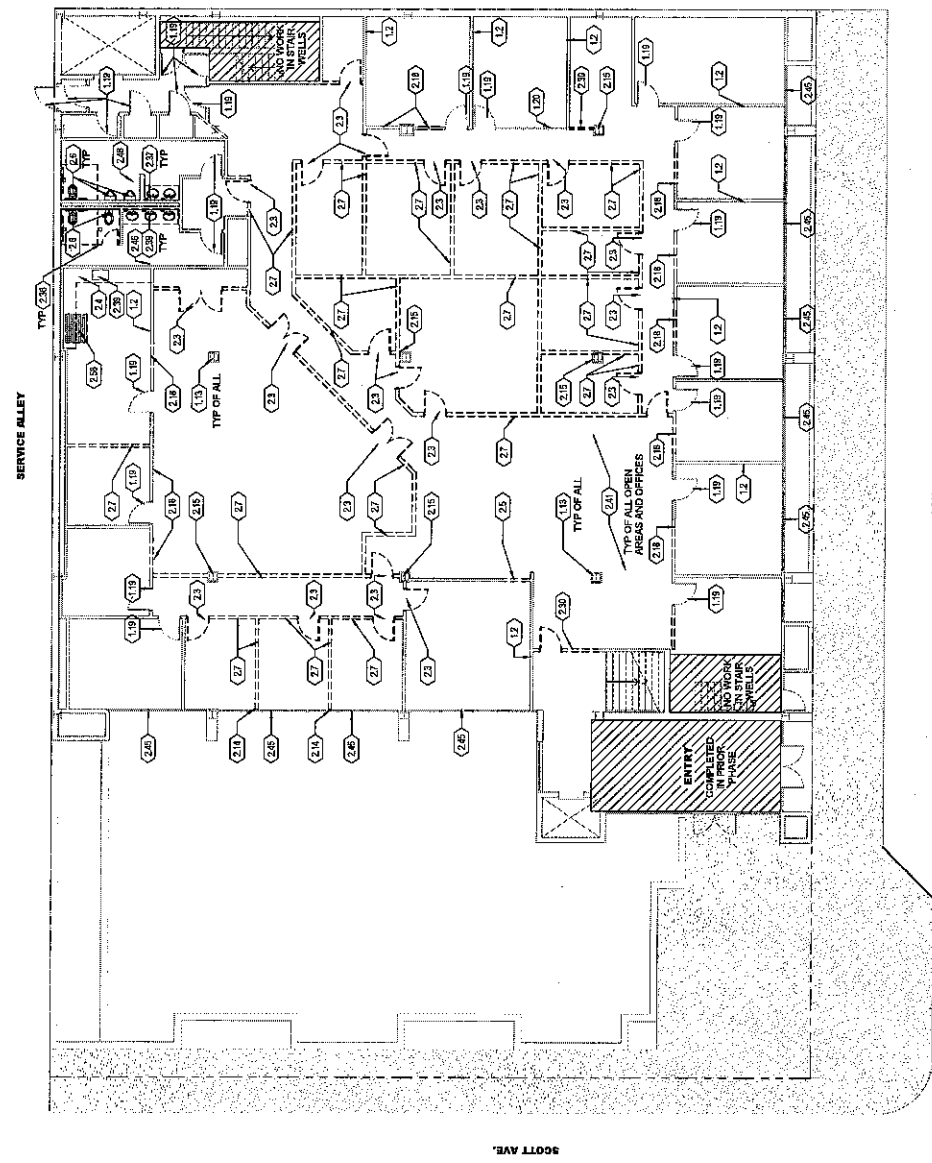


lower level demolition  
1/8" TYP. = 1'-0"

## keynotes

2	EXISTING PARTITION WALL TO REMAIN - SEE FINISH SCHEDULE.
13	EXISTING STRUCTURAL COLUMN WITH FIRE RATED ORBS AND FIRE RATING TO REMAIN. PATCH AND REPAIR TO MAINTAIN FIRE RATING AS NEEDED.
18	EXISTING DOOR AND FRAME TO REMAIN.
20	EXISTING ALUMINUM STOREFRONT AND GLAZING TO REMAIN.
3	REMOVE EXISTING DOOR AND FRAME TO EXPOSE STUD PARTITION DOORS. LEFT HAND DOORS OR DOORS (TOTAL FROM BOTH FLOORS).
4	REMOVE EXISTING BASE CABINETS, UPPER CABINETS, COUNTERTOP, AND SINK.
5	REMOVE PORTION OF EXISTING STUD PARTITION DOOR TO REMOVE EXISTING DOOR SET.
6	REMOVE EXISTING DOOR SET.
7	REMOVE DASHED PORTION OF EXISTING STUD WALL BOARD AND STUD PARTITION DOORSET.
14	CAREFULLY DISCONNECT PARTITION WALL FROM GLAZING AND EXISTING STUD PARTITION FRAME - REMOVE ALL GLAZING AND FASTENERS.
15	CAREFULLY REMOVE FRAME TO EXPOSE STUD PARTITION TO BE RE-UNITED COLUMN. LIMITED TO EXISTING STUD PARTITION COLUMN OR COLUMN COVERING GLAZING.
18	REMOVE EXISTING PORTION OF EXISTING STUD PARTITION DOOR SET DOOR.
20	REMOVE ALUMINUM STOREFRONT SYSTEM AND DOOR FRAME.
36	REMOVE EXISTING STUD PARTITIONS ENTIRELY AND DISCARD.
37	REMOVE EXISTING LAUNDRY CABINETS AND SINK.
38	REMOVE EXISTING SINK AND DISCARD.
41	REMOVE EXISTING RENEWALS CABINETS AND SINK.
46	REMOVE EXISTING TILE FLOORING REMOVE KITCHEN HOOD AND DISCARD.
50	

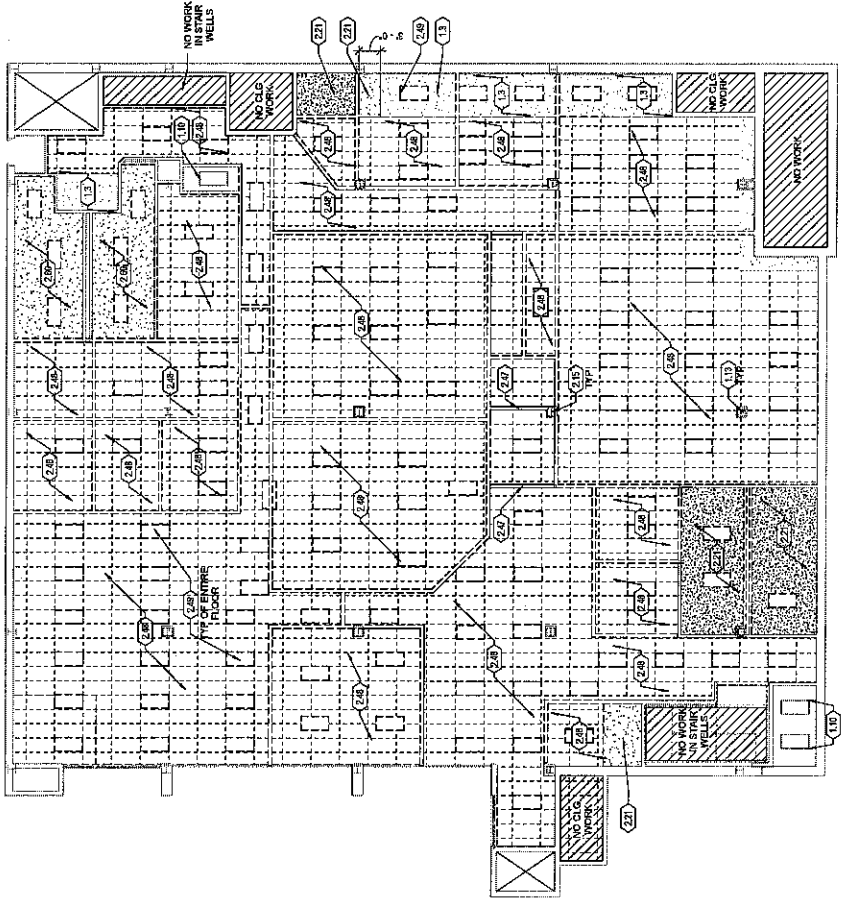
**ELECTRICAL DEMOLITION NOTES**  
REMOVE ALL ELECTRICAL WIRING BACK TO NEAREST JUNCTION BOX FROM ALL WALLS AND CEILING. REMOVE ALL ELECTRICAL PANELS, METER, AND ALL CIRCUIT BREAKERS OR FUSES.  
REMOVE ALL EXISTING LIGHT FIXTURES FROM CEILING TO BE REMOVED FOR REPAIR AND REINSTALLATION. COORDINATE QUANTITY WITH LIGHTING PLANS.  
DEMOLISH ALL ETHERNET CABLEING - SAVE FIRE ALARM AND OTHER WIRING IN PREPARATION IN CEILING TO BE REMOVED.  
MAINTAIN CONTINUITY OF CIRCUITS TO REMAIN THROUGHOUT CONSTRUCTION.  
ALL DEMOLISHED ETHERNET WIRING SHALL BE REMOVED BACK TO SOURCE.



keynotes

- 1.3 EXISTING GWS CEILING TO REMAIN
- 1.10 EXISTING LIGHT FIXTURE TO REMAIN - SEE ELEC. DEMOLITION RCP
- 1.13 EXISTING STRUCTURAL COLUMN WITH FIRE RATED GWS AND FRAME PARTING TO REMAIN. MAINTAIN FIRE RATING AS NEEDED.
- 2.15 CAREFULLY REMOVE FRAME PARTITION WALLS CONNECTED TO FIRE RATED PARTITION WALLS. MAINTAIN FIRE RATING. DO NOT DAMAGE TO COLUMN OR COLUMN COVERING.
- 2.21 REMOVE EXISTING GWS CEILING AND EXISTING LIGHT FIXTURES ENTIRELY.
- 2.47 REMOVE FRAME AND GWS BULKHEAD ENTIRELY.
- 2.48 REMOVE ACoustICAL CEILING GRID AND EXISTING LIGHT FIXTURES. GRID TO BE REMOVED IN ADEQUATE MANNER TO REMAIN. CAREFULLY DECONSTRUCT GRID BACK TO NEAREST JOINT WITHIN 12" OF JOINT. DISCARD GRID AND SEE ELECTRICAL DEMOLITION NOTES FOR REMOVAL OF EXISTING WIRING. SEE MECHANICAL DEMOLITION PLANS.
- 2.49 REMOVE EXISTING LIGHT FIXTURES AND STOCKPILE ON SITE FOR RETROFIT AND REINSTALLATION. MAINTAIN EXISTING GWS CEILING. ALL FRAMING IS TO REMAIN.
- 2.80

ELECTRICAL DEMOLITION NOTES  
1. REMOVE ALL ELECTRICAL WIRING BACK TO NEAREST JUNCTION BOX FROM ALL WALLS. ALL ELECTRICAL WIRING TO BE REMOVED. NOTE PANEL NAMES AND CIRCUIT NUMBERS FOR REUSE.  
2. SALVAGE EXISTING LIGHT FIXTURES FROM CEILING TO BE REMOVED FOR RETROFIT AND REINSTALLATION. COORDINATE QUANTITY W/ LIGHTING PLANS.  
3. DEMOLISH ALL ETHERNET CABLEING. SAVE FIRE ALARM AND OTHER WIRING IN OPERATION IN CEILING TO BE REMOVED.  
4. MAINTAIN CONTINUITY OF CIRCUITS TO REMAIN THROUGHOUT CONSTRUCTION.  
5. ALL DEMOLISHED ETHERNET WIRING SHALL BE REMOVED BACK TO SOURCE.

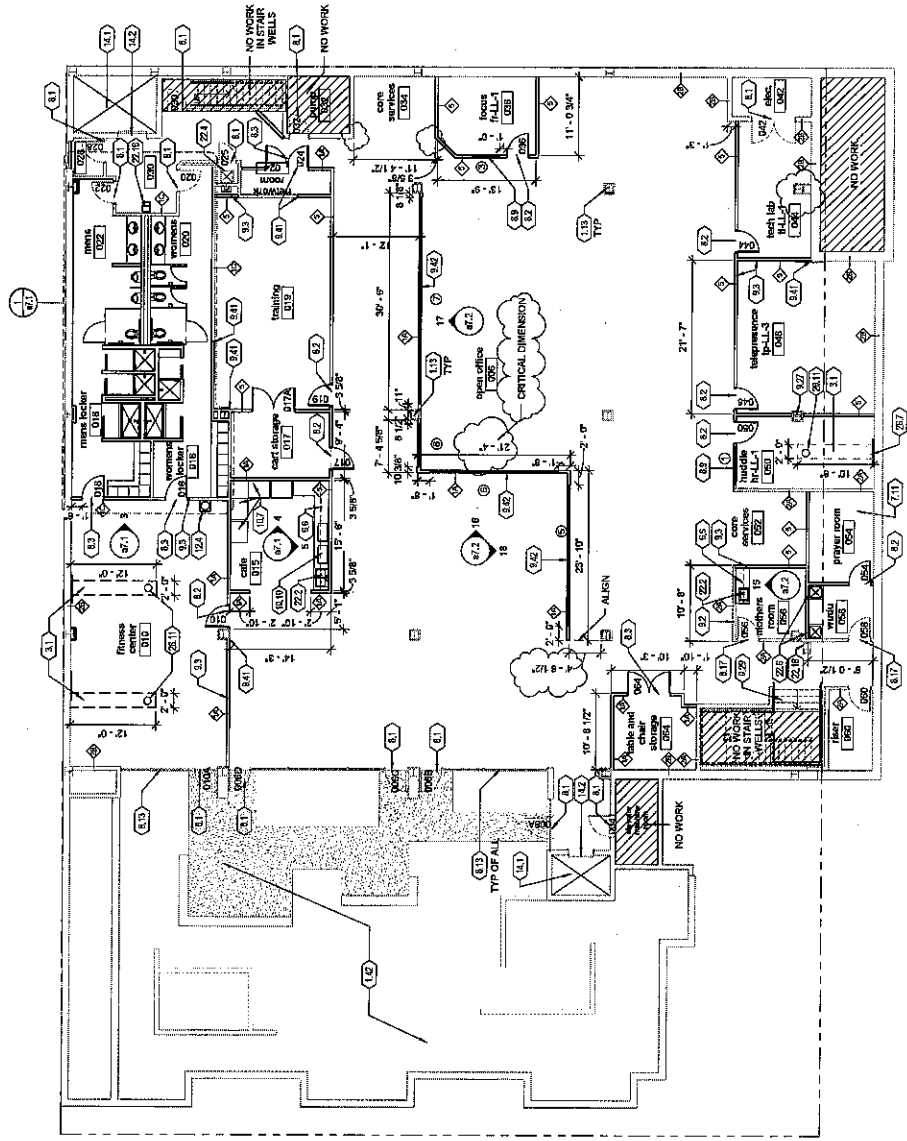


demolition lower level rcp  
1/8" = 1'-0"

1. REMOVE ALL ELECTRICAL WIRING BACK TO NEAREST JUNCTION BOX FROM ALL WALLS AND PARTURES TO BE REMOVED. NOTE: PANEL NAMES AND CIRCUIT NUMBERS FOR REFERENCE.
2. SALVAGE EXISTING LIGHT FIXTURES FROM CEILINGS TO BE REMOVED FOR REUSE, REPAIR AND REINSTALLATION. COORDINATE QUANTITY WITH LIGHTING PLAN.
3. DISCONNECT ALL ETHERNET CABLEING. SAVE FIRE ALARM AND OTHER WIRING IN OPERATION. CABLEING TO BE REMOVED.
4. MAINTAIN CONTINUITY OF CIRCUITS TO REMAIN THROUGHOUT CONSTRUCTION.
5. ALL DEMOLISHED ETHERNET WIRING SHALL BE REMOVED BACK TO SOURCE.

keynotes

- 1.19 EXISTING WINDOW COLUMN WITH  
FRAMING PATCH AND REPAIR TO MAINTAIN  
FIRE RATING AS NEEDED.
- 1.42 EXISTING WINDOW COLUMN WITH  
FRAMING PATCH AND REPAIR TO MAINTAIN  
FIRE RATING AS NEEDED.
- 3.1 BACKFILL TRENCH FOR NEW PILING -  
PROVIDE NEW 4" CONCRETE SLAB WITH 95%  
CURE CONCRETE AND 5% PORTLAND CEMENT  
SLAB 4" O.C. 4" MIN. EMBED IN NEW AND  
EXISTING SLABS. SEE ELECTRICAL  
FOR LOCATION OF NEW PILING. LOCATION WITH  
ARCHITECT IN FIELD.
- 6.8 BASE CABINETS WITH SOLID SURFACE  
COUNTERTOP. SEE INTERIOR ELEVATIONS  
AT PRAYER ROOM. VERIFY WHETHER  
EXISTING CABINETS ARE TO REMAIN AND  
PROVIDE IF ABSENT. LAY SOUND BATT  
ABOVE CEILING TILE.
- 6.1 EXISTING DOOR AND FRAME. REFERENCE  
EXISTING DOOR AND FRAME. SEE DOOR  
SCHEDULE.
- 6.2 RELOCATED DOOR AND FRAME. SEE DOOR  
SCHEDULE.
- 6.3 NEW DOOR AND FRAME. SEE SCHEDULE.
- 6.9 EXISTING INTERIOR WINDOW - SEE  
FRAME TYPES.
- 6.13 EXISTING ALUMINUM STOREFRONT GLAZING  
SYSTEM TO REMAIN.
- 6.17 EXISTING DOOR FROM EXISTING  
DOORWAY. SEE DOOR SCHEDULE.  
CORE WOOD DOOR. SEE DOOR SCHEDULE.  
EXISTING PARTITION. SEE WALL TYPES.
- 9.2 NEW PARTITION. SEE WALL TYPES.
- 9.3 NEW PARTITION. SEE WALL TYPES.
- 9.27 WALLS TO EXISTING ARE RATED UG-1.0. NOTIFY ARCHITECT OF ANY DAMAGE TO  
COLUMN COVER.
- 9.29 EXISTING DOOR AND FRAME. PATCH  
SCOTCHES HOLES AND OTHER DAMAGE.  
PROVIDE PAINTED FINISH TO ALL WALLS  
AND HALLING.
- 9.41 EXISTING WALL FINISH WITH EXISTING  
NEW PARTITION WALL FROM EXISTING  
ALUMINUM WINDOW FROM 15' 0" AT TO 8' 0"  
APP. SEE WALL TYPES AND DETAILS.
- 10.7 VENDING MACHINE BY OWNER NLC  
POINT OF USE WATER COOLER.
- 14.2 EXISTING ELEVATOR IS BEING UPGRADED  
BY PIMA COUNTY CONCURRENTLY WITH  
THIS PROJECT. SEE ARCHITECT FOR  
ARCHITECT FOR SMD DOWN SCHEDULE  
STEEL ELEVATOR FRAME. PART SHALL BE  
REPLACED WITH NEW STEEL FRAME  
BREAK-THROUGH.
- 22.2 SINK - SEE PLUMBING  
NOT SINK W/ FRP PANEL. WAINSCOT TO 2' 0"  
W/ 7' 0" AND MINIMUM 2" FIRST SIDES OF SINK.  
W/ 7' 0" AND MINIMUM 2" FIRST SIDES OF SINK.  
PLUMBING EXISTENCE TO REMAIN.
- 22.4 LOCATION OF WALL MOUNTED FLAT PANEL  
MONITOR. REMOVE EXISTING ONE FROM  
WALL. NEW MONITOR SHALL BE MOUNTED ON  
SHEET METAL BLOCKS AT MOUNTING  
LOCATION. BLOCKS SHALL BE CENTERED  
DEPICTED ON THE PLANS AND EXTEND AT  
LEAST ONE STUD SPACING TO EITHER SIDE  
OF MONITOR. PATCH SHALL BE CENTERED  
PATCH ONE FEATHER TEXTURE 1" PAST  
EXTENT OF PATCH AND PAINT.  
LOCATION AND HEIGHTS. SEE ELECTRICAL  
FLOOR BOX. SEE ELECTRICAL.
- 26.11



lower level plan  
1/8" = 1'-0"

EXISTING STRUCTURAL COLUMN WITH FIRE-RATED GYM DOOR FRAME TURNING TO MATCH EXISTING WALLS. REPAIR TO MAINTAIN FIRE RATING AS NEEDED.

STEEL ACCESS PANEL CONSTRUCTED IN PREVIOUS PHASE. PROTECT FROM HARM DURING SUBSEQUENT ACTIVITIES. REPAIR AS NEEDED.

BASE CABINETS WITH SOLID SURFACE COUNTERTOP. SEE INTERIOR ELEVATIONS FOR FINISHES. REPAIR AND REFERENCE EXISTING DOOR AND FRAME TO MATCH EXISTING DOOR AND FRAME. SEE DOOR SCHEDULE

EXISTING ALUMINUM STOREFRONT GLAZING TO REMAIN. REPAIR AND REFERENCE NEW INTERIOR WINDOW. PROVIDE NEW PAINTED FINISH

ALL WORK TO THIS DOOR COMPLETED IN PREVIOUS PHASE. REPAIR AND REFERENCE IN/ILL EXISTING DOOR OPENING. MATERIALS PER WALL TYPE TAG

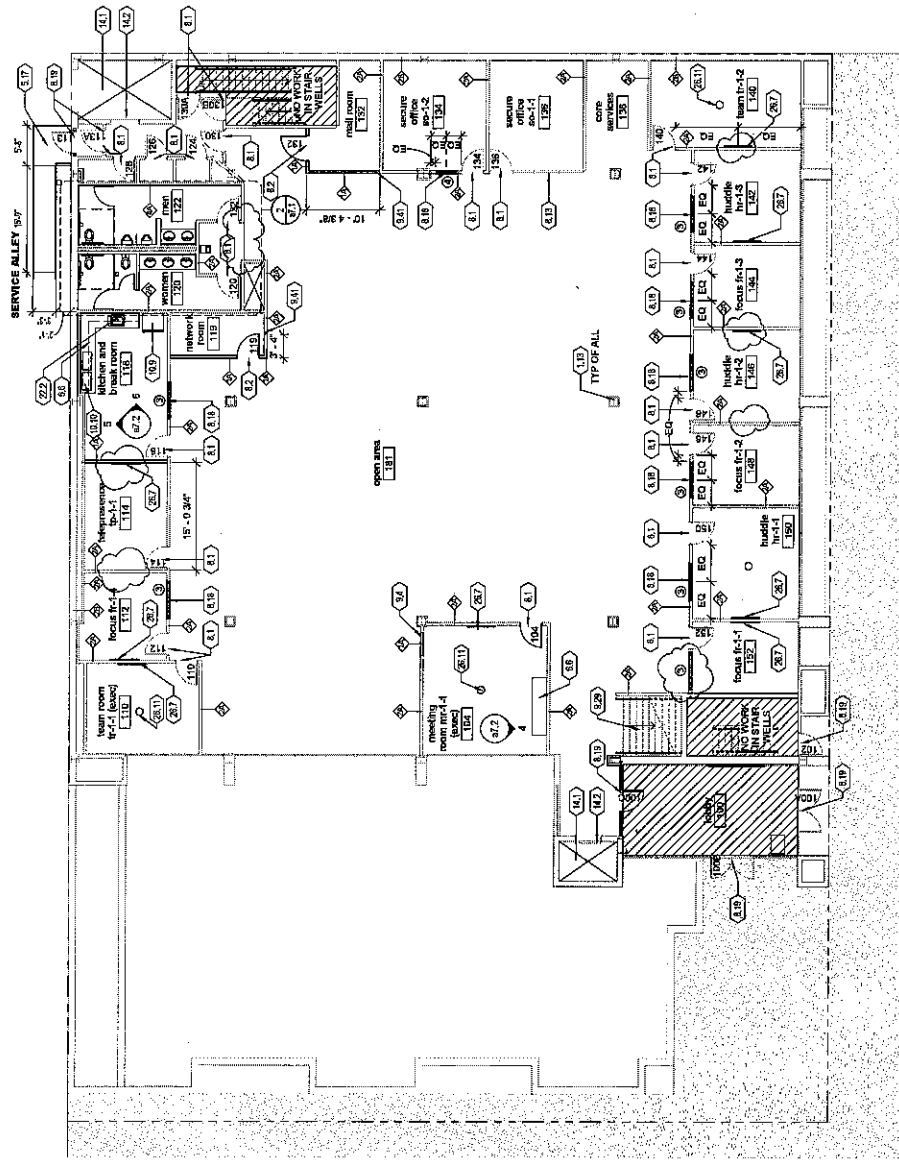
EXISTING OPEN STARWELL. PATCH EXISTING OPENING TO MATCH EXISTING WALLS. PROVIDE PAINTED FINISH TO ALL WALLS AND RAILINGS.

ALIGN NEW WALL FINISH WITH EXISTING REGENERATOR BY OWNER. N.C.

EXISTING ELEVATOR IS BEING UPGRADED BY PMA COUNTANT CONCURRENTLY WITH THIS PROJECT. COORDINATE WITH ARCHITECT FOR PREP AND PART EXISTING STAINLESS STEEL ELEVATOR FRAME. PAINT SHALL BE ARISE RESISTANT EQUAL OF PPG BREAK-THROUGH COAT OF WALL FINISH.

LOCATION OF EXISTING GLASS PANEL ON ONE SIDE OF WALL TO INSTALL NEW 16 GA SHEET GLASS TO MATCH EXISTING GLASS. THE BLOCKING SHALL BE CENTERED ON THE LOCATION OF THE MONITOR DESCRIBED ON SPACING TO EITHER SIDE AND SHALL BE FROM 35" AFF TO 39" AFF. PATCH GYM FEATHER TO MATCH EXISTING WALLS.

COORDINATE WITH OWNER FOR DUCT LOCATION AND HEIGHTS. SEE ELECTRICAL FLOOR BOX. SEE ELECTRICAL

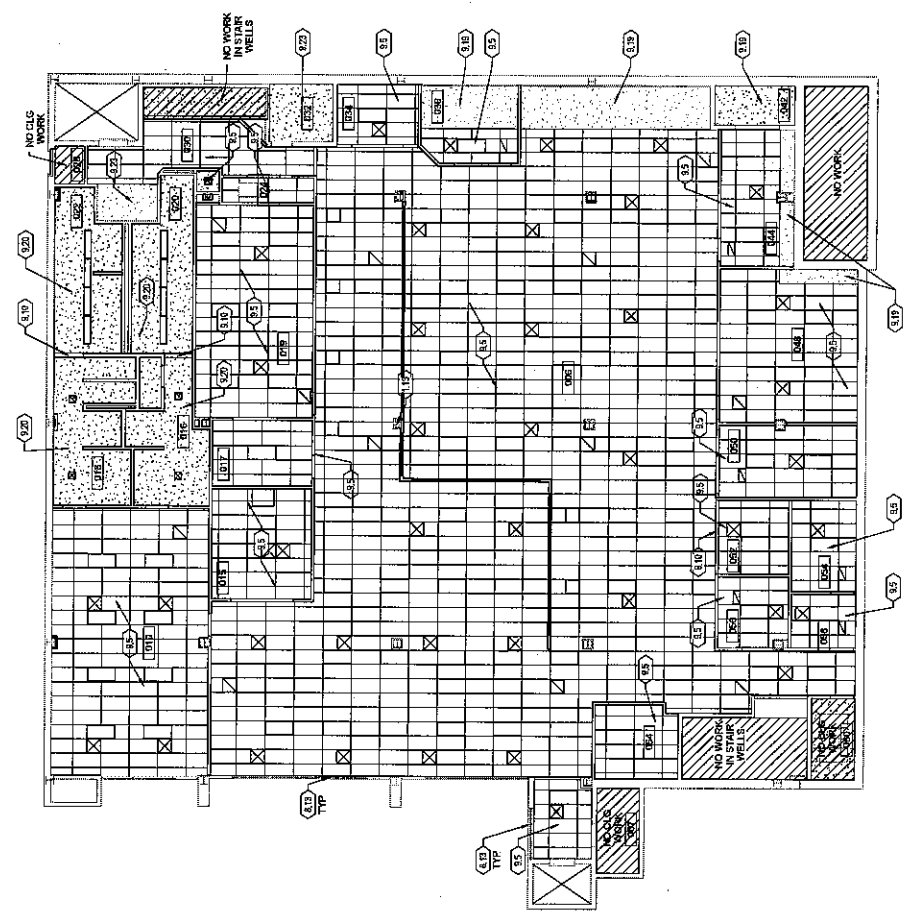


keynotes

- 1.13 EXISTING STRUCTURAL COLUMN WITH FIRE-RATED GWB AND FRAME. FASING TO REMAIN. PATCH AND REPAIR TO MAINTAIN FINISH.
- 6.13 EXISTING ALUMINUM STOREFRONT GLAZING SYSTEM TO REMAIN.
- 9.5 NEW SUSPENDED ACOUSTICAL TILE CEILING SYSTEM TO MATCH EXISTING WITH OWNER FOR QUANTITIES OF BALANCED TILING NEW.
- 9.10 NEW BLUEREAD - SEE DETAIL 904.1
- 9.19 EXISTING GWB SOFFIT TO REMAIN.
- 9.20 EXISTING CEILING SYSTEM TO MATCH ADJACENT EXISTING CEILING.
- 9.23 EXISTING GWB CEILING TO REMAIN.

rcp legend

- 2 x 4 SUSPENDED CEILING GRID ASSEMBLY
- 2 x 2 SUSPENDED CEILING GRID ASSEMBLY
- 2 x 4 LIGHT FIXTURE
- 2 x 2 LIGHT FIXTURE
- LIGHT FIXTURE IN EXISTING BRASS CEILING
- WALL SOUNDC
- RECESSED CAN LAMP
- EXT. SIGN
- HIGH BAY LIGHT FIXTURE
- EMERGENCY LIGHTING
- MECHANICAL SUPPLY REGISTER
- MECHANICAL RETURN REGISTER
- MECHANICAL EXHAUST REGISTER
- GYPSUM WALLBOARD SOFFIT / CEILING
- ROOF PATCH



lower level reflected ceiling plan

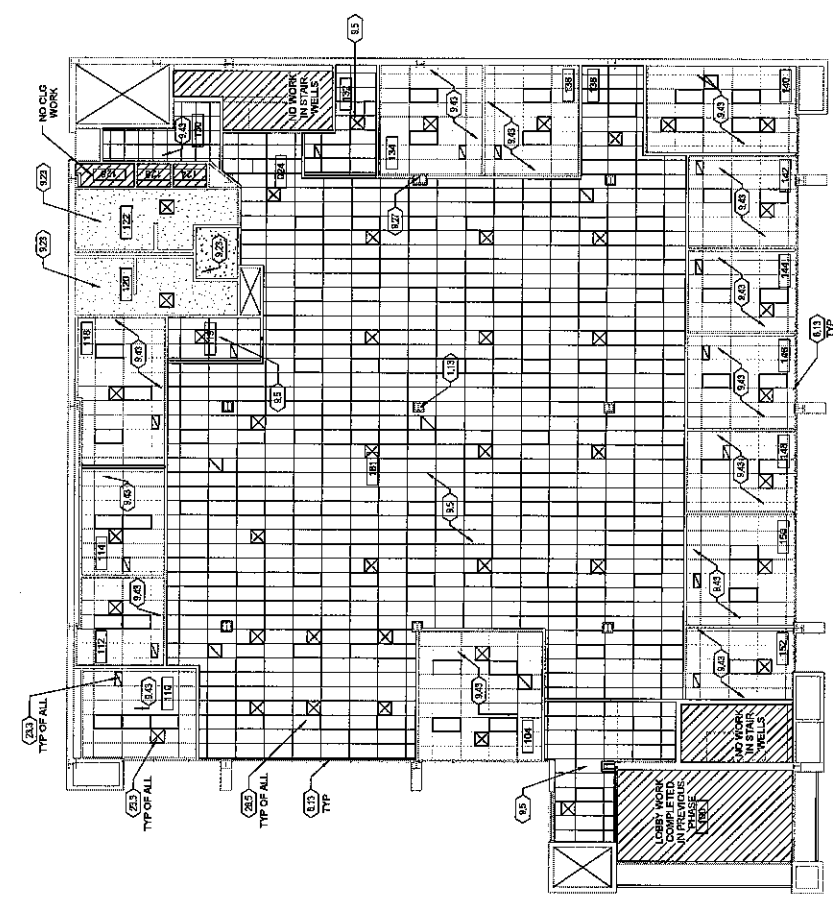


keynotes

- 1.15 EXISTING STRUCTURAL COLUMN WITH FIRE-RATED CHB AND FRAME FLOORING TO REMAIN. PATCH AND REPAIR TO MAINTAIN FIRE-RATED CHB AND FRAME FLOORING.
- 8.13 EXISTING ALUMINUM STOREFRONT GLAZING SYSTEM TO REMAIN.
- 9.5 NEW SUSPENDED ACOUSTICAL TILE CEILING. QUANTITIES OF BALANCED TILE AND NEW.
- 9.25 EXISTING GYPSUM CEILING TO REMAIN.
- 9.27 EXISTING GYPSUM CEILING TO REMAIN. NOTIFY ARCHITECT OF ANY DAMAGE TO COLUMN COVER.
- 9.45 EXISTING GYPSUM CEILING TO REMAIN. NOTIFY ARCHITECT OF ANY DAMAGE TO COLUMN COVER.
- 23.3 EXISTING GYPSUM CEILING TO REMAIN. QUANTITIES OF BALANCED TILE AND NEW.
- 25.5 LIGHT FIXTURE. SEE ELECTRICAL DRAWINGS.

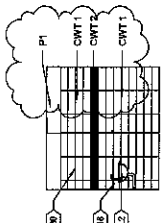
RCP legend

- 2.1.6 SUSPENDED CEILING GRID ASSEMBLY
- 2.2 SUSPENDED CEILING GRID ASSEMBLY
- 2.4.1 LIGHT FIXTURE
- 2.4.2 LIGHT FIXTURE
- LIGHT FIXTURE IN EXISTING BRASS CEILING
- WALL SCONCE
- RECESSED CAN LAMP
- EXIT SIGN
- HIGH BAY LIGHT FIXTURE
- EMERGENCY LIGHTING
- MECHANICAL SUPPLY REGISTER
- MECHANICAL RETURN REGISTER
- MECHANICAL EXHAUST REGISTER
- GYPSUM WALL/BOARD SCOFF / CEILING
- ROOF HATCH



first floor reflected ceiling plan





30" X 60" ADA ACCESSIBLE SHOWER UNIT  
URINAL - SEE PLUMBING



### ROOM SCHEDULE ABBREVIATIONS

[illegible]

PHASE 2 DOOR SCHEDULE												
Filer	DOOR NUMBER	NEW/EXIST	DOOR			FRAME		DETAIL	HARDWARE	COMMENTS		
			WIDTH	HEIGHT	THICKNESS	MATERIAL	TYPE					
0001	0001	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0002	0002	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0003	0003	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0004	0004	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0005	0005	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0006	0006	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0007	0007	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0008	0008	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0009	0009	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0010	0010	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0011	0011	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0012	0012	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0013	0013	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0014	0014	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0015	0015	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0016	0016	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0017	0017	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0018	0018	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0019	0019	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0020	0020	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0021	0021	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
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0023	0023	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0024	0024	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0025	0025	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0026	0026	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0027	0027	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0028	0028	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
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0032	0032	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0033	0033	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
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0036	0036	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0037	0037	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
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0046	0046	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
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0051	0051	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
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0054	0054	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0055	0055	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0056	0056	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
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0135	0135	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
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0138	0138	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0139	0139	E	3'-0"	7'-0"	1 3/4"	WOOD	A	1	NA	NA	EXIST	
0140												

□	152	€	3
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ENGINEER  
SEER  
HAPITAL  
S

98BHW 45 34.5 HP2  
LGN OR CORSEN RUSWIN-

EVER HARDWARE AND INSTALL PASSENGER  
FROM DOOR REMOVED IN DEMOLITION

ALL HARDWARE

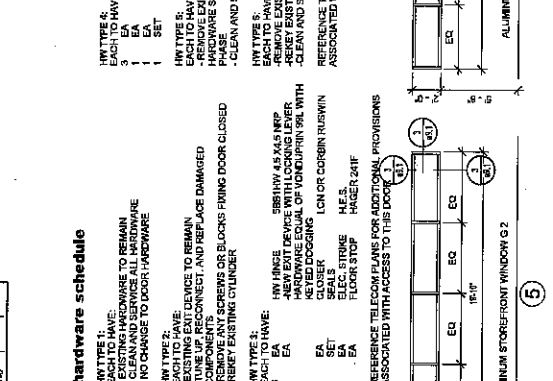
BRIDGE AND INSTALL NEW ELECTRIC STR  
UNDER  
HARDWARE

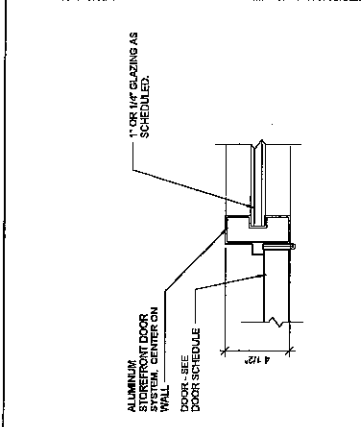
PLANS FOR ADDITIONAL PROVISIONS  
CESS TO THIS DOOR

TRP

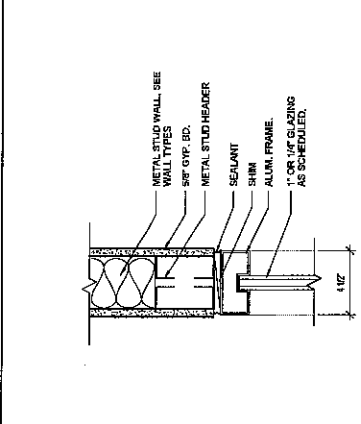
FLOOR STOP HAGER 241F

TECOM PLANS FOR ADDITIONAL PROVISIONS  
WITH ACCESS TO THIS DOOR. 1

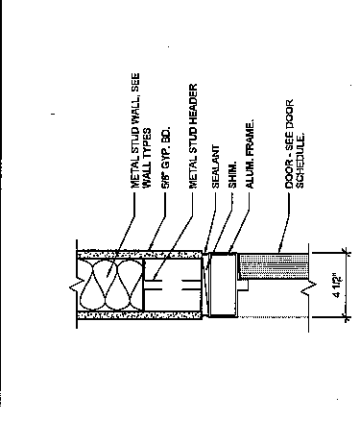




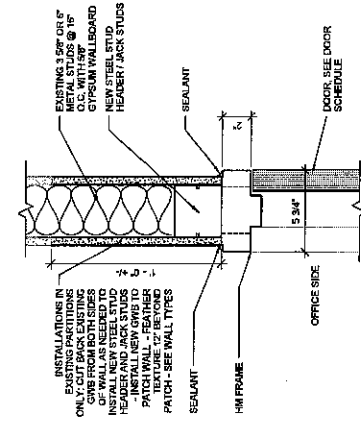
1 HMB door jamb in framing (head sim.)  
a3.1 3' = 1'-0"



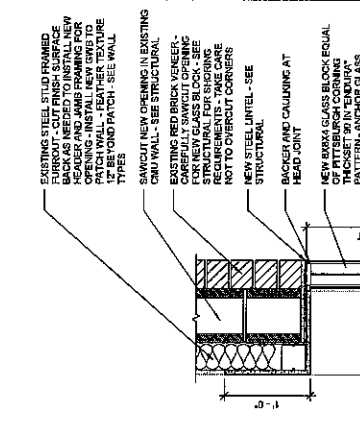
2 alum. door head frame wall  
a3.1 3' = 1'-0"



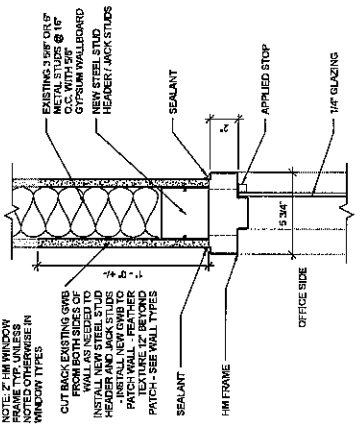
3 alum. window head frame wall (lamb sim.)  
a3.1 3' = 1'-0"



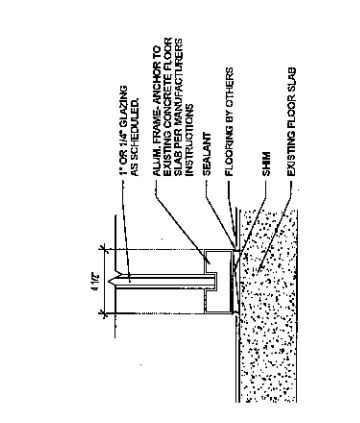
4 alum. door jamb @ storefront  
a3.1 3' = 1'-0"



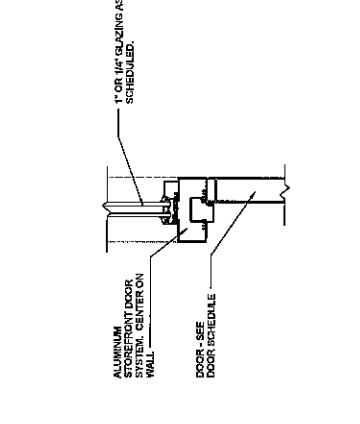
5 relocated HMB window head (lamb & sill sim.)  
a3.1 3' = 1'-0"



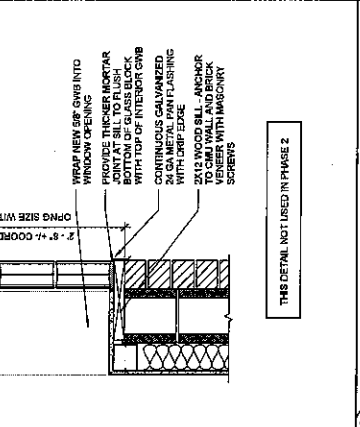
6 alum. window frame sill  
a3.1 3' = 1'-0"



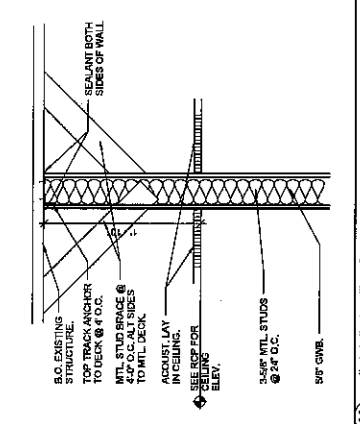
7 wall detail at ceiling  
a3.1 1 1/2" = 1'-0"



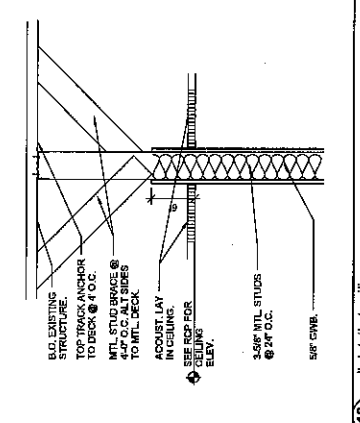
8 bulkhead detail  
a3.1 1 1/2" = 1'-0"



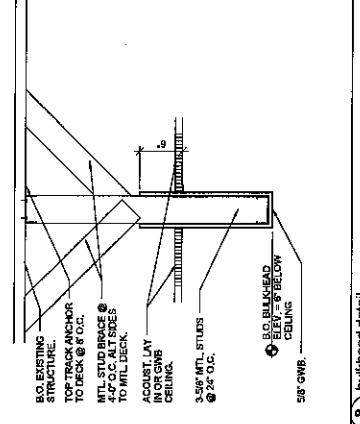
9 glass block window in new opening  
a3.1 1 1/2" = 1'-0"



10 wall detail at ceiling  
a3.1 1 1/2" = 1'-0"

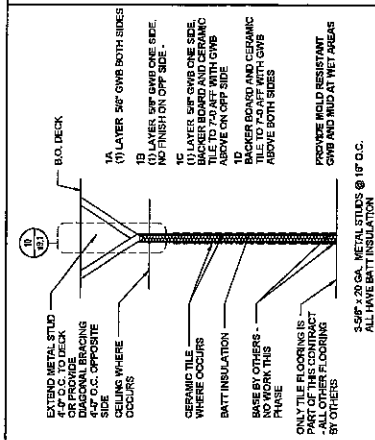


11 wall detail at ceiling  
a3.1 1 1/2" = 1'-0"

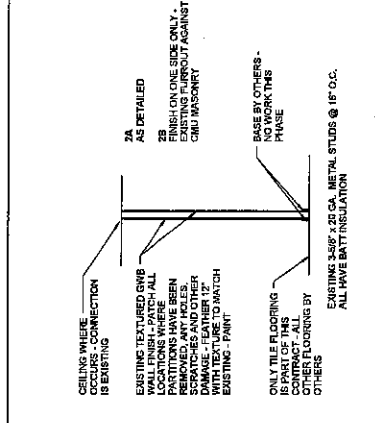


12 wall detail at ceiling  
a3.1 1 1/2" = 1'-0"

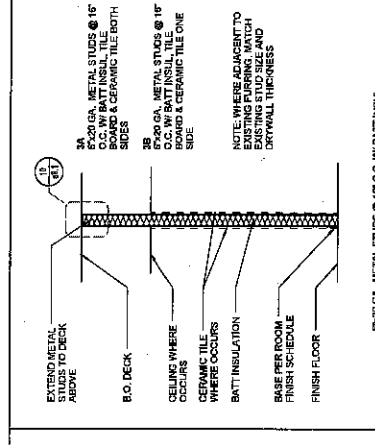
THIS DETAIL NOT USED IN PHASE 2



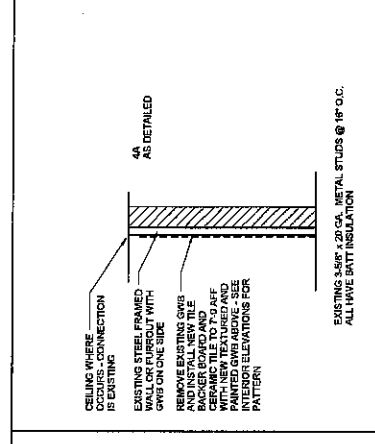
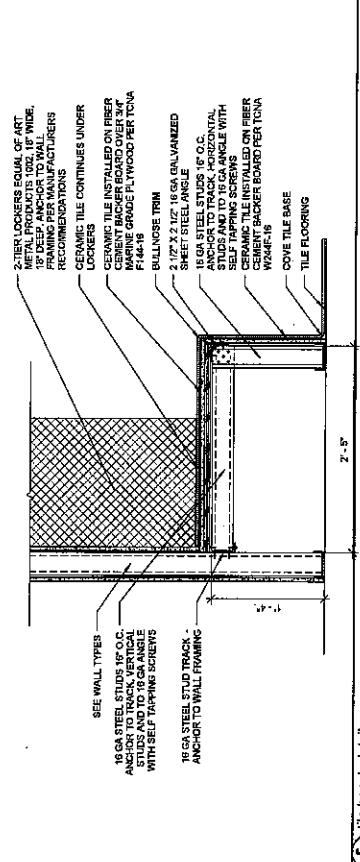
1 wall type 1 phase 2



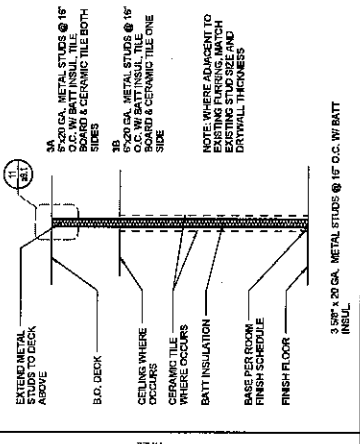
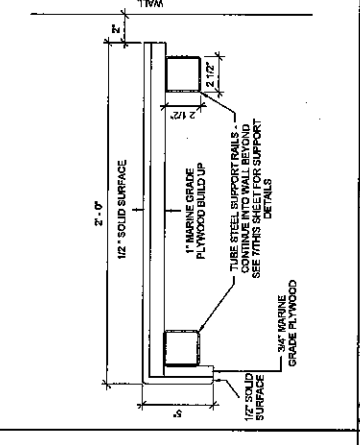
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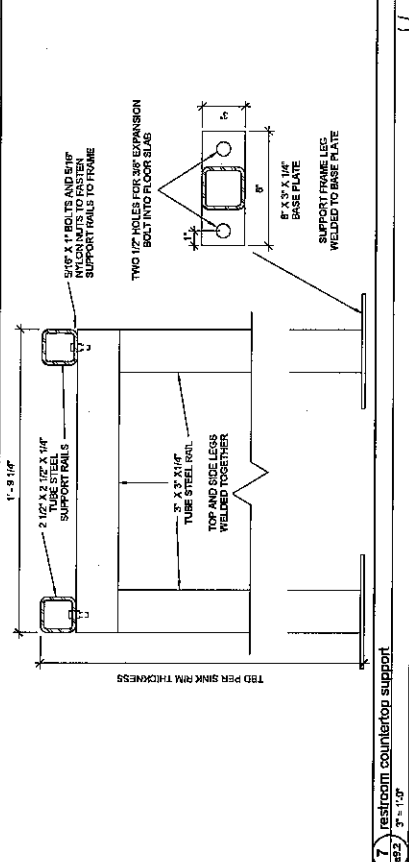
2	Wall from 3
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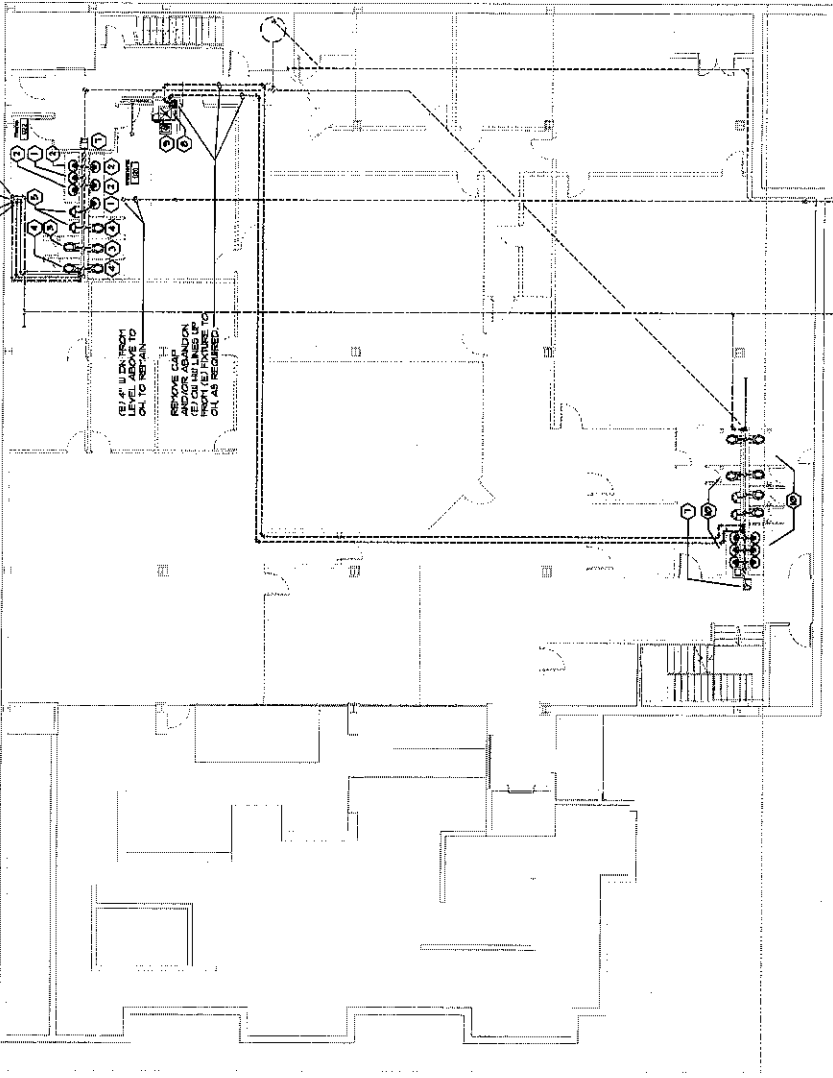
5 tile bench detail



	(C)
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7) restroom countertop support

(E) 4" AIR RISER UP TO LEVEL ASB.  
(E) 3" AIR RISER UP TO LEVEL ASB.



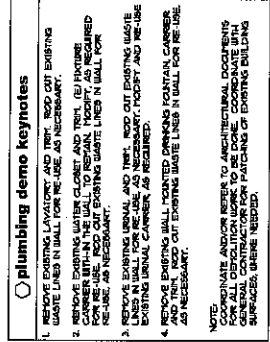
plumbing basement demo floor plan  
1/8" = 1'-0"

- plumbing demo keynotes**
1. REMOVE EXISTING LAVATORY AND TEST. CARP ALL LINES NOT BEING RE-USED ABOVE CEILING IN WALL ON BELOW FLOOR AS REQUIRED.
  2. REMOVE EXISTING LAVATORY AND TEST. CARP ALL LINES NOT BEING RE-USED ABOVE CEILING IN WALL ON BELOW FLOOR AS REQUIRED.
  3. REMOVE EXISTING WATER CLOSET AND TEST. CARP ALL LINES NOT BEING RE-USED ABOVE CEILING IN WALL ON BELOW FLOOR AS REQUIRED.
  4. REMOVE EXISTING WATER CLOSET AND TEST. REMOVE CARRIER AND TEST. CARP ALL LINES NOT BEING RE-USED ABOVE CEILING IN WALL ON BELOW FLOOR AS REQUIRED.
  5. REMOVE EXISTING WATER CLOSET AND TEST. REMOVE CARRIER AND TEST. CARP ALL LINES NOT BEING RE-USED ABOVE CEILING IN WALL ON BELOW FLOOR AS REQUIRED.
  6. EXISTING FLOOR DRAIN TO REMAIN AS IS.
  7. EXISTING WALL MOUNTED SINKING FOUNTAIN TO REMAIN. CLEAN AND RE-USE. REMOVE ALL OTHER FOUNTAINS AND ALL TEST. THERE FOUNTAINS ARE LEFT IN GOOD OPERATING CONDITION.
  8. EXISTING FLOOR DRAIN TO REMAIN.
  9. REMOVE EXISTING FLOOR DRAIN. CARP ALL LINES NOT BEING RE-USED ABOVE CEILING IN WALL ON BELOW FLOOR AS REQUIRED.
  10. REMOVE ALL EXISTING FIXTURES WITHIN THIS AREA. CARP ALL LINES NOT BEING RE-USED ABOVE CEILING IN WALL ON BELOW FLOOR AS REQUIRED.
- NOTE:  
COORDINATE AND/OR REFER TO ARCHITECTURAL DOCUMENTS FOR DEMO OF EXISTING FLOORING AND CEILING. DEMO OF EXISTING FLOORING AND CEILING IS REQUIRED FOR INSTALLATION OF EXISTING PLUMBING. DEMO IS REQUIRED.



SYMBOL	ABBREVIATION	ITEM
	CU	COLD WATER
	HW	HOT WATER
	HR	HOT WATER RETURN
	PO	POUR OFF
	BCO	BOILER CIRCULAT
	V	VENT PIPING
	BOV	BOILER VENT
		1/2" TUB BALL VALVE
		UNCL
	HS	HEAT DIPS
	AP	ACCESS PANEL
	DRGT	DRYING
	OH	OVERHEAD
	DN	DOWN
	UP	UP
	BLU	BLUE
	CON.	CONNECT
	CP.	CIRCULAT PUMP







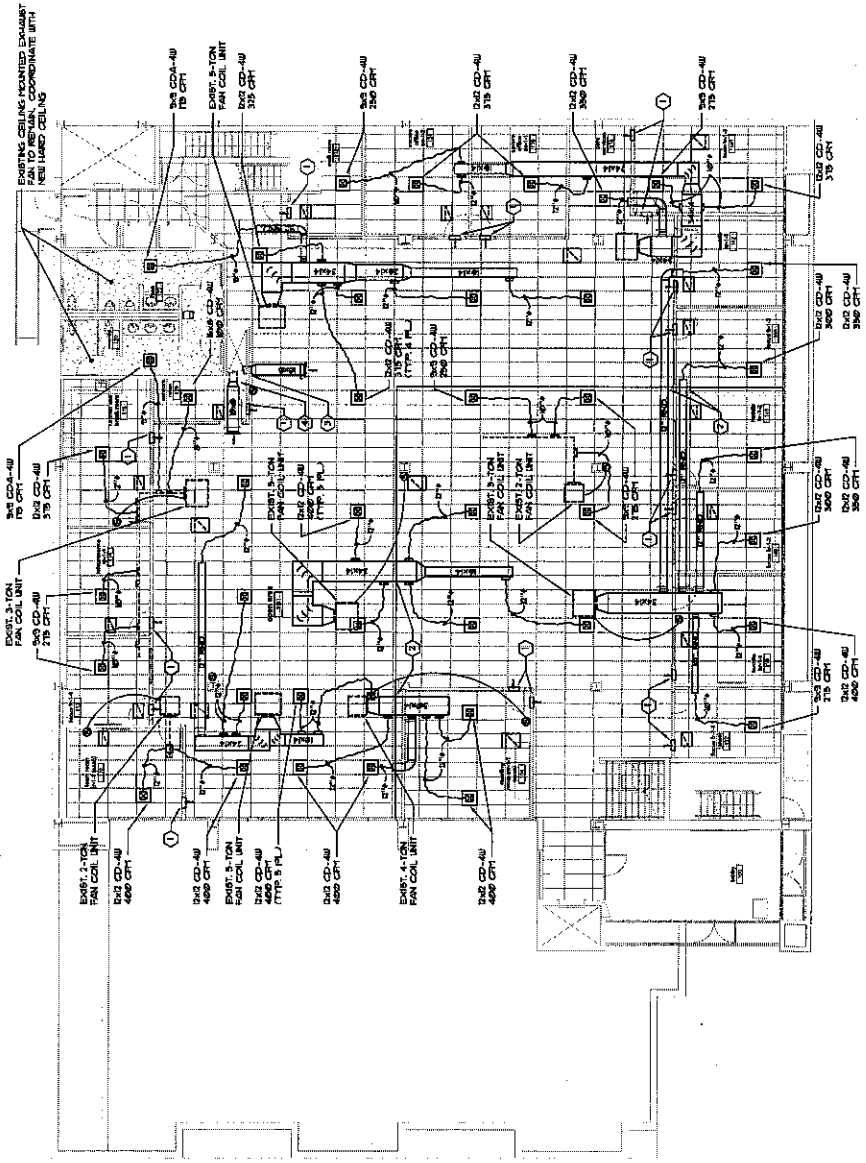








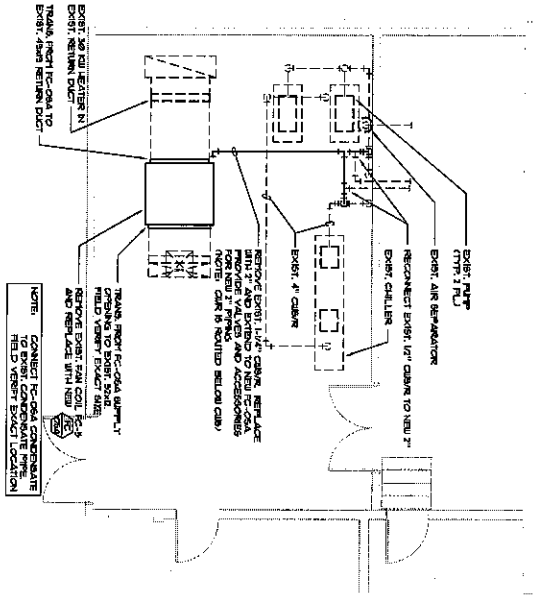
general notes
1. FIELD COORDINATE EXACT LOCATIONS OF NEW DUCTWORK, WITH EXISTING FREE SPREADER TRIPPA, TRIPPING TRIPPA, HVAC EQUIPMENT SERVICE CLEARANCES AND STRUCTURE.
2. BALANCE OUTSIDE AIR TO USE OUT. MECHANICAL CONTRACTOR TO PROVIDE EXISTING EXHAUST FAN, EXHAUST SYSTEM, EXHAUST DUCTWORK, EXISTING AIR FLOW, PERMIT THROUGH THE RETURN AIR DUCT, AND EXHAUST AIR FLOW PERMIT THROUGH THE RETURN AIR DUCT.
3. ALL SUPPLY AND EXHAUST DUCTWORK AND AIR SERVICE IN THE SHOWER AREA TO BE ALUMINUM CONNECTION.
4. FIELD COORDINATE EXACT LOCATION OF AIR PROVIDED WITH EXISTING FAN COIL UNITS DUCTWORKS AND LIGHTS. ADVISE ARCHITECT OF CHANGES REQUIRED.
5. FIELD COORDINATE EXACT LOCATION OF 10-TEMPERATURE CONTROL, REMOVALS OF EXISTING EXHAUST FAN, CONTROL BY ADVANCED CONTROL UNITS, SEPARATE CONTRACT.
6. EXISTING BLUSTRING DUCT SYSTEMS TO BE REMOVALLED INTO NEW DUCTWORK. EXISTING DUCTWORK AS REQUIRED.



1st floor mechanical plan  
1/8" = 1'-0"

- key notes** ○
1. NEW RETURN AIR OPENING ABOVE CEILING.
  2. DUCT THROUGH EXISTING HALL HEIGHT WALL ABOVE CEILING. FIELD VERIFY EXTENTS OF FULL HEIGHT WALL.
  3. TRANSITION FROM EXISTING DUCT OUTSIDE AIR DUCT TO NEW BALANCE TO EXISTING DUCT THROUGH EXISTING HALL HEIGHT WALL ABOVE CEILING. FIELD VERIFY EXTENTS OF FULL HEIGHT WALL. DUCT PENETRATIONS IN WALLS SHALL BE PROTECTED WITH AN APPROVED FIRE AND SMOKE DAMPER INSTALLED IN ACCORDANCE WITH THEIR LISTING AND PROVIDE DUCT ACCESS PANEL AS REQUIRED.
  4. TRANSITION FROM EXISTING DUCT OUTSIDE AIR DUCT TO NEW BALANCE TO EXISTING DUCT THROUGH EXISTING HALL HEIGHT WALL ABOVE CEILING. FIELD VERIFY EXTENTS OF FULL HEIGHT WALL. DUCT PENETRATIONS IN WALLS SHALL BE PROTECTED WITH AN APPROVED FIRE AND SMOKE DAMPER INSTALLED IN ACCORDANCE WITH THEIR LISTING AND PROVIDE DUCT ACCESS PANEL AS REQUIRED.

- general notes**
1. FIELD COORDINATE EXACT ROUTING OF NEW DUCTWORK WITH EXISTING FIRE OR SMOKE DAMPERS, INTERIOR PIPING, HVAC EQUIPMENT SERVICE.
  2. BALANCE SYSTEMS AND TO NEW OR EXISTING MECHANICAL CONTRACTORS TO COORDINATE OPENINGS IN EXISTING ABOVE CEILING WALLS TO ALLOW OUTSIDE AIR FLOW FREELY THROUGH THE RETURN AIR PLANT.
  3. FIELD COORDINATE EXACT LOCATION OF AIR DEVICES WITH EXISTING FAN COIL UNIT. ADVISE ARCHITECT OF CHANGES REQUIRED.
  4. FIELD COORDINATE EXACT LOCATION OF TEMPERATURE CONTROL SENSORS WITH EXISTING FAN COIL UNIT. ADVISE ARCHITECT OF CHANGES REQUIRED.
  5. EXISTING EXISTING DUCT SYSTEMS TO BE REINSTALLED INTO NEW DUCTWORK. TRANSITION DUCT AS REQUIRED.



1 enlarged penthouse mechanical plan  
1/4\"/>



**outside air fan coil unit replacement**

REMOVE EXISTING FAN COIL UNIT FROM ROOF. REPLACE WITH NEW 12\"/>

**chilled water fan coil unit schedule**

MAKE	MANUFACTURER	MODEL	CFM	BSF	EST	COOLING COIL		HEATING		UNIT	REMARKS
						CAPACITY	WTR. / REFR.	CFM	WTR. / REFR.	TYPE	
1	TRANE	42-42A-B-D	425	62"	43"	105,000 / 105,000	32.0	4	200/1400	3	400 LBS. REFR. LUBRICANT INSULATED

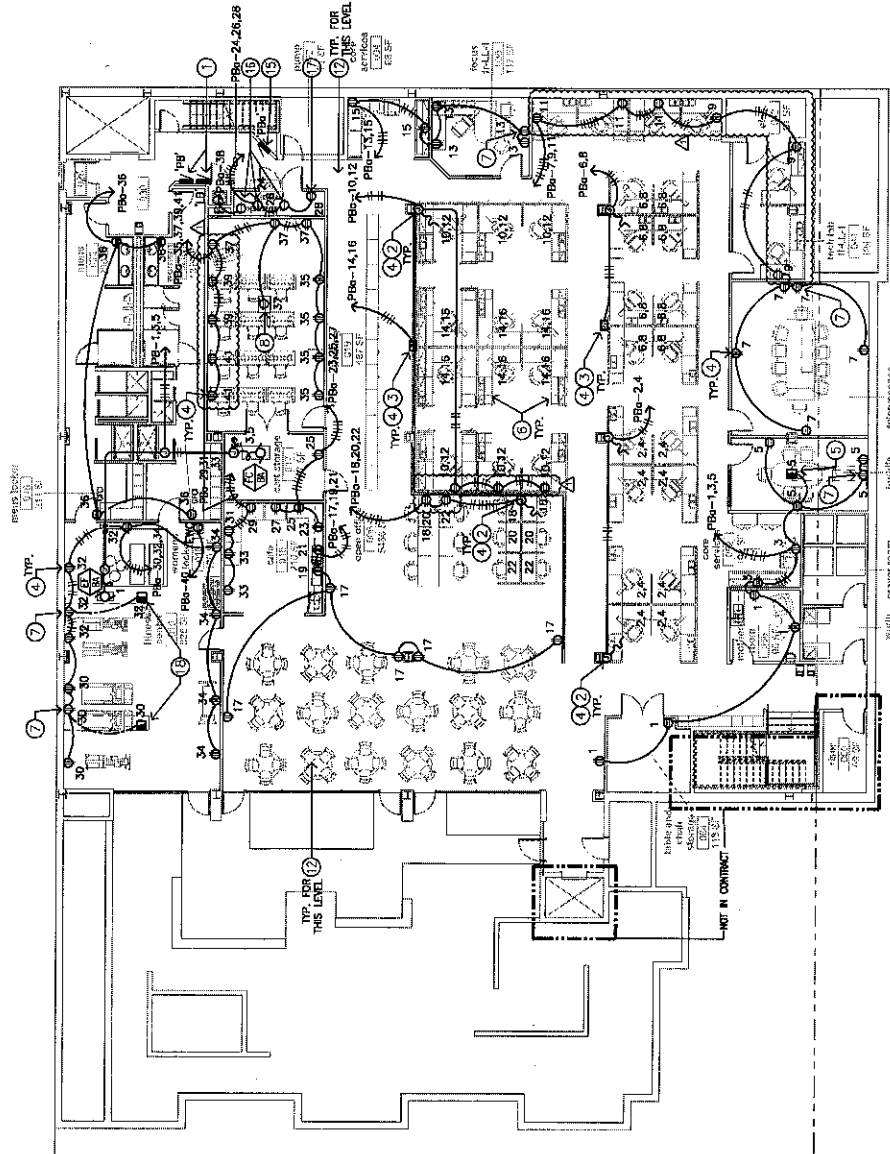
SC-001. 1. COMPARE WITH 1\"/>







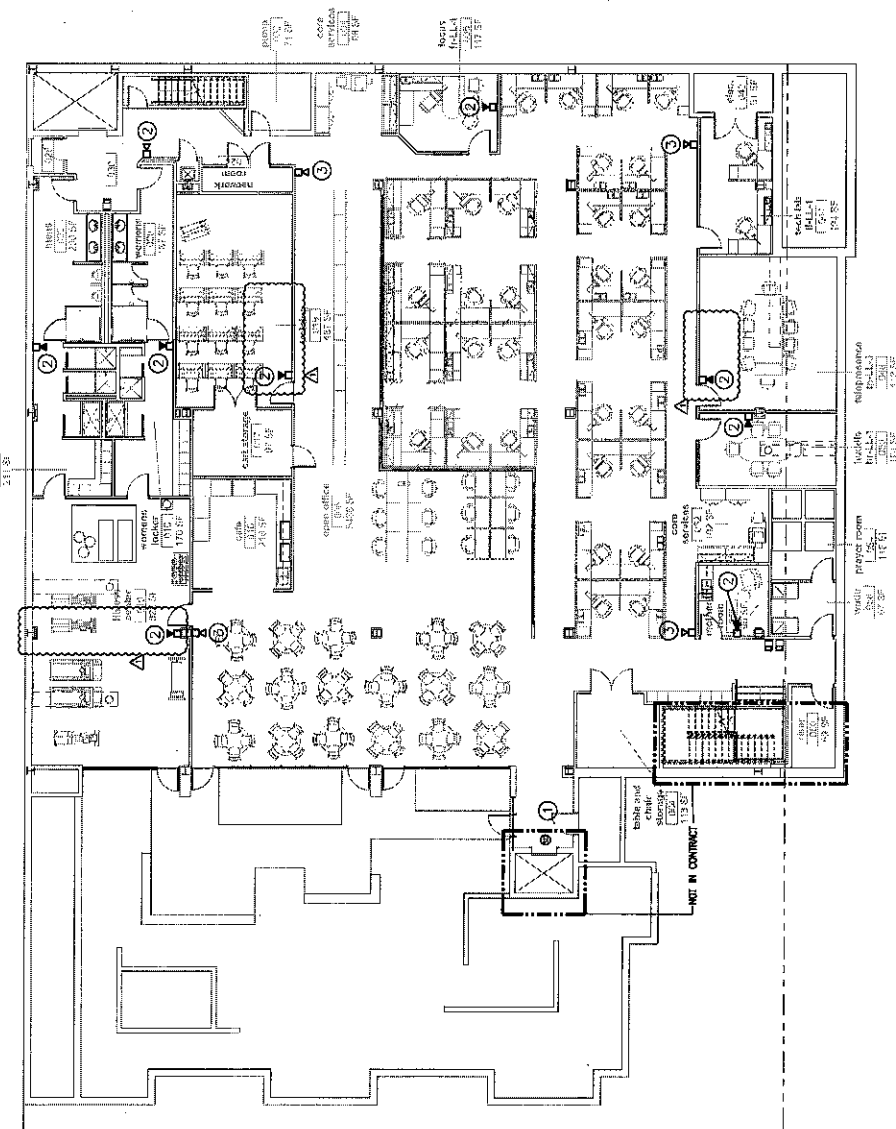
- ELECTRICAL KEYNOTES - THIS SHEET ONLY**
- EXISTING PANEL TO REMAIN. CIRCUIT NUMBERS ARE FOR REFERENCE ONLY. REUSE EXISTING CIRCUITS ABANDONED THROUGH DEMOLITION. IF AVAILABLE, UPDATE PANEL SCHEDULES TO REFLECT AS-BUILT CONDITIONS. PROVIDE NEW PANEL SCHEDULES TO REFLECT AS-BUILT CONDITIONS. PROVIDE NEW PANEL SCHEDULES TO REFLECT AS-BUILT CONDITIONS. PROVIDE NEW PANEL SCHEDULES TO REFLECT AS-BUILT CONDITIONS.
  - PROVIDE NEW SYSTEM FURNITURE POWER CONNECTION J-BOX WITH ORANGE COVER OR CHARTER TRIM WITH (3) ORANGE GFI RECEPTACLES AND (2) 8-45 DATA JACKS IN THIS STYLE PLATES, LEGS AND REBAR SERIES OR EQUAL. BOX AND TRIM SHALL BE 2003 UL SCRUB WATER COMPLIANT.
  - NEW SYSTEM FURNITURE TELE/PHONE CONNECTION J-BOX. COORDINATE ALL REQUIREMENTS.
  - NEW TELE/PHONE AND POWER POLE PROVIDED BY SYSTEM FURNITURE INSTALLER.
  - PROVIDE CIRCUIT LABEL AT ALL EXISTING AND NEW RECEPTABLES PLATE COVERS.
  - FLUSH MULTI-SERVICE FLOOR BOX WITH CHARTER TRIM WITH (3) ORANGE GFI RECEPTACLES AND (2) 8-45 DATA JACKS IN THIS STYLE PLATES, LEGS AND REBAR SERIES OR EQUAL. BOX AND TRIM SHALL BE 2003 UL SCRUB WATER COMPLIANT.
  - SYSTEM FURNITURE WITH (3) RECEPTABLES AND (2) CIRCUITS PER STATION. CONNECT CIRCUIT NUMBERS AS SHOWN.
  - POWER AND DATA OUTLET BOX WITH RECESSED JACKS AND POWER RECEPTABLES. COORDINATE EXISTING ELECTRICAL AND MECHANICAL DRAWINGS AND/OR ASCH. DRAWINGS. COORDINATE ALL REQUIREMENTS.
  - PROVIDE CEILING RECEPTABLE FOR PROJECTOR. COORDINATE ALL REQUIREMENTS. VERIFY NEED FOR THIS W/OA.
  - EXISTING RECEPTABLES IN THIS ROOM TO REMAIN. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND PROVIDE NEW RECEPTABLE TO MEET LAYOUT AS SHOWN. (5) MINIMUM PER ROOM.
  - SIMILAR TO KEYNOTE #8 PLUS ADD RECEPTABLE FOR WALL MONITOR/TV (K-NOTE #7).
  - SIMILAR TO KEYNOTE #8 PLUS ADD RECEPTABLE FOR WALL MONITOR/TV (K-NOTE #7) AND FLOOR PUMP-THRU (K-NOTE 5).
  - EXISTING HVAC ELECTRICAL CONNECTIONS TO REMAIN. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND PROVIDE NEW RECEPTABLE FOR EXISTING DUCT SMOKE DETECTORS TO BE RELOCATED AND TO BE PROTECTED DURING CONSTRUCTION. CONTRACTOR SHALL TRACE AND ID ALL HVAC SYSTEMS AND PROVIDE A SET OF RECORD DRAWINGS/AS BUILT DRAWINGS.
  - NOT USED.
  - NOT USED.
  - PROVIDE NEW PANEL PER PANEL SCHEDULE AND ONE LINE DIAGRAM, SHEETS E01 & E02. COORDINATE LOCATION WITH OWNER.
  - PROVIDE (3) CEILING MOUNTED L5-30 RECEPTABLES WITH DEDICATED CIRCUITS. COORDINATE WITH OWNER.
  - PROVIDE DEDICATED CIRCUIT FOR WHITE NOISE GENERATOR. COORDINATE WITH OWNER.
  - FLUSH MULTI-SERVICE FLOOR BOX WITH CHARTER TRIM WITH (3) ORANGE GFI RECEPTABLES, LEGS AND REBAR SERIES OR EQUAL. BOX AND TRIM SHALL BE 2003 UL SCRUB WATER COMPLIANT.



LOWER LEVEL - POWER PLAN  
1/8" = 1'-0"



NOT IN CONTRACT







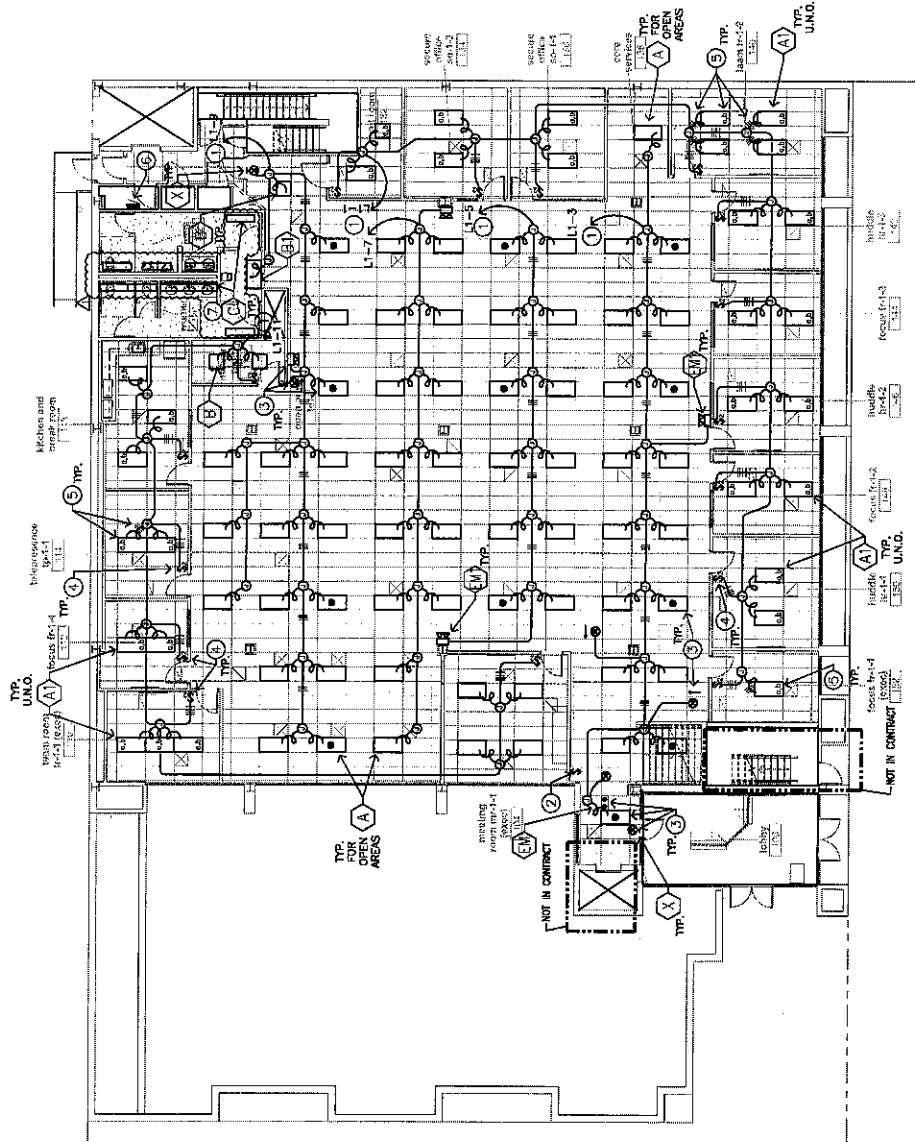


- ELECTRICAL KEYNOTES THIS SHEET ONLY**
1. LOCATE, TRACE AND EXTEND EXISTING LIGHTING CIRCUIT HOMERUN TO PANEL. RECONNECT/EXTEND TO NEW CIRCUIT BREAKER POSITION AND RE-USE EXISTING ABANDONED CIRCUITS THROUGH DEMOLITION, IF AVAILABLE. PROVIDE NEW PANEL CIRCUIT DIRECTORY, OPEN AREA LIGHTING CIRCUITS SHALL BE VIA LIGHTING CONTRACTOR.
  2. NEW MAIN OPEN AREA LIGHTING CONTROL SWITCH. PROVIDE NEW 30A/4P LIGHTING CONTACTOR.
  3. PROVIDE UNSWITCHED WIRE TO CONNECT EXIT LIGHTS, NIGHT LIGHTS AND EMERGENCY LIGHTS. USE EXISTING UNSWITCHED CIRCUIT.
  4. PROVIDE COMBINATION OCCUPANCY SENSOR, DAY LIGHTING SENSOR AND NIGHT FINISH, DAYTON OSS40-ND SERIES.
  5. PROVIDE BI-LEVEL LIGHTING WIRING TO LIGHT FIXTURES IN CLOSED OFFICES.
  6. EXISTING 200A/3P/4W 120/208V LIGHTING PANEL.
  7. CONNECT TYPE 'C' FIXTURES IN RESTROOMS TO EXISTING CIRCUITRY AND PROVIDE MOTION SENSORS.

**FIRST LEVEL LIGHTING NOTES:**

- A. RECONNECT LIGHT FIXTURES WITH OWNER PROVIDED KIT FOR TYPE 'A' BI-LEVEL LIGHTING FIXTURES.
- B. ALL OPEN AREA LED LIGHT FIXTURES SHALL BE WIRED TO PROVIDE LOW LIGHT, 80% OUTPUT.
- C. BI-LEVEL SWITCHING AT ALL CLOSED OFFICES.
- D. REFER TO ARCHITECT'S COORDINATED REFLECTED CEILING PLAN FOR EXACT FIXTURE LOCATIONS.
- E. REFER TO FIXTURE SCHEDULE, SHEET E2.3.

PIMA COUNTY CODE ENFORCEMENT HAS DETERMINED THIS PROJECT NEED NOT REPORT ENERGY CODE REPORTING.

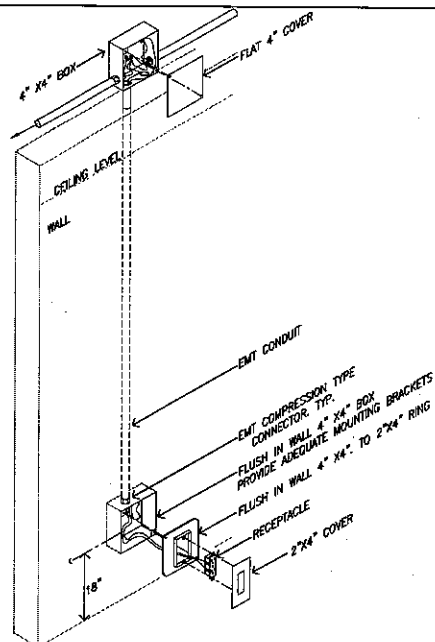


**FIRST FLOOR - LIGHTING**  
1/16" = 1'-0"

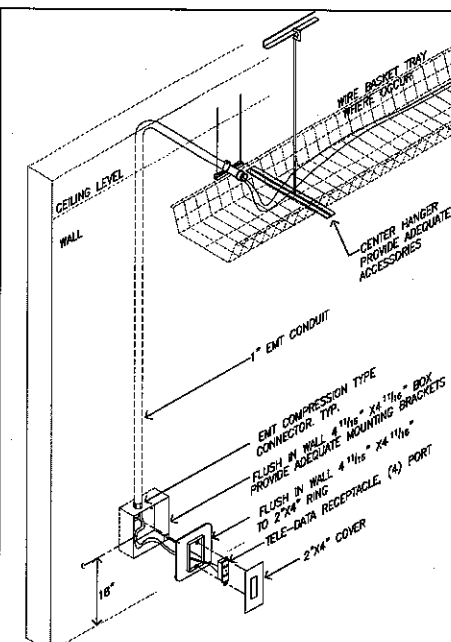




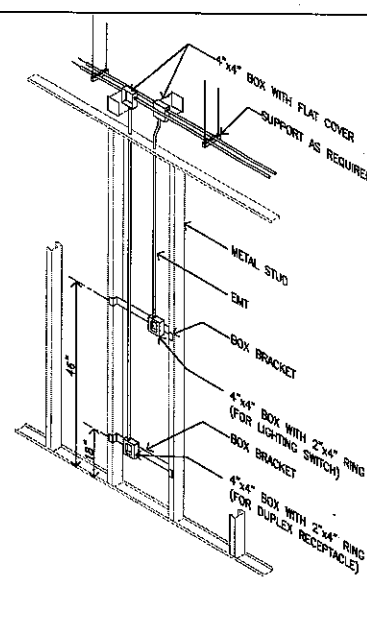




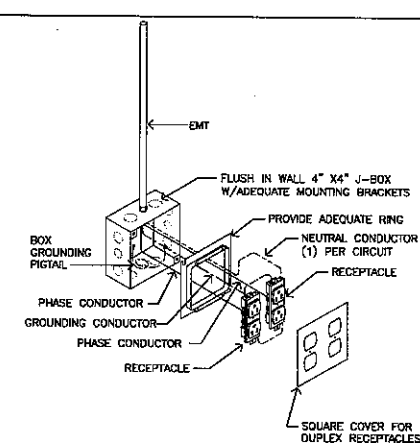
DETAIL 1 - RECEPTACLE INST. DETAIL N.T.S.



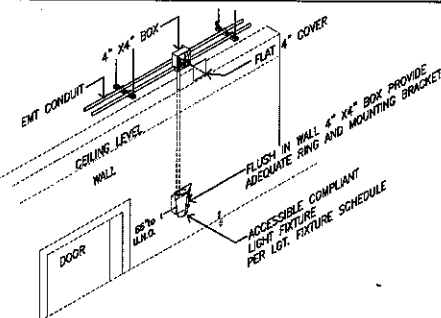
DETAIL 2 - FLUSH DATA WALL BOX INST. N.T.S.



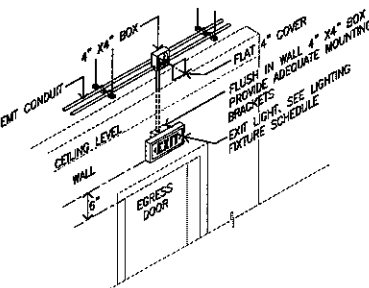
DETAIL 3 - FLUSH IN WALL INSTALLATION N.T.S.



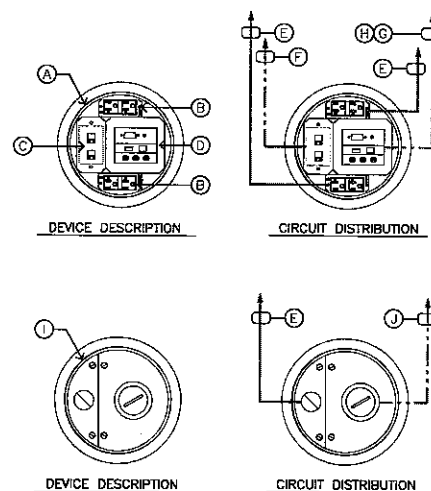
DETAIL 4 - QUAD RECEPTACLE INSTALLATION N.T.S.



DETAIL 5 - WALL LIGHTING FIXTURE INST. N.T.S.



DETAIL 6 - EXIT LIGHT FIXTURE INST. N.T.S.

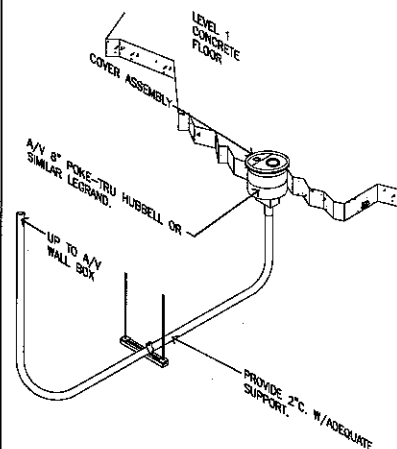


DETAIL 8 - CONFERENCE ROOM 6\"/>

#### ELECTRICAL KEYNOTES - (THIS DETAILS ONLY)

- LEGRAUD/WIREMOLD 6\"/>

- NOTES:
- PROVIDE PERMANENT LABEL AT EACH POWER AND DATA OUTLETS.
  - FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS.
  - COORDINATE POKE-THRU INSTALLATION WITH EQUIPMENT, ARCHITECT DRAWINGS AND LOWER LEVEL STRUCTURE AND INSTALLATIONS.
  - BRASS COVER PROPOSED, FINAL SELECTION BY ARCHITECT.
  - PROVIDE CFR SCAN PRIOR TO CORE DRILLING HOLE.
  - PROVIDE STRUCTURAL ENGINEER APPROVAL PRIOR TO START WORK.



DETAIL 7 - CONFERENCE ROOM (A/V) 8\"/>

**MONRAD**  
ENGINEERING INC.  
CONSULTING ELECTRICAL ENGINEERS  
1925 East FL Lowell Road, Suite 200  
Tucson, Arizona 85710-2381  
(520) 894-0045 314525

**swain**  
ASSOCIATES LTD  
ARCHITECTS AIA

1200 EAST COUNTRYWAY #2  
TUCSON, ARIZONA 85710  
OFFICE (520) 894-3971  
FAX (520) 894-3971  
WWW.SWAINASSOCIATES.COM



Job  
**1429.01**

Date  
**7.22.16**

Revisions

PIMA COUNTY OFFICE BUILDING  
**97 E. CONGRESS**  
Tucson AZ 85701

**ELECTRICAL DETAILS**

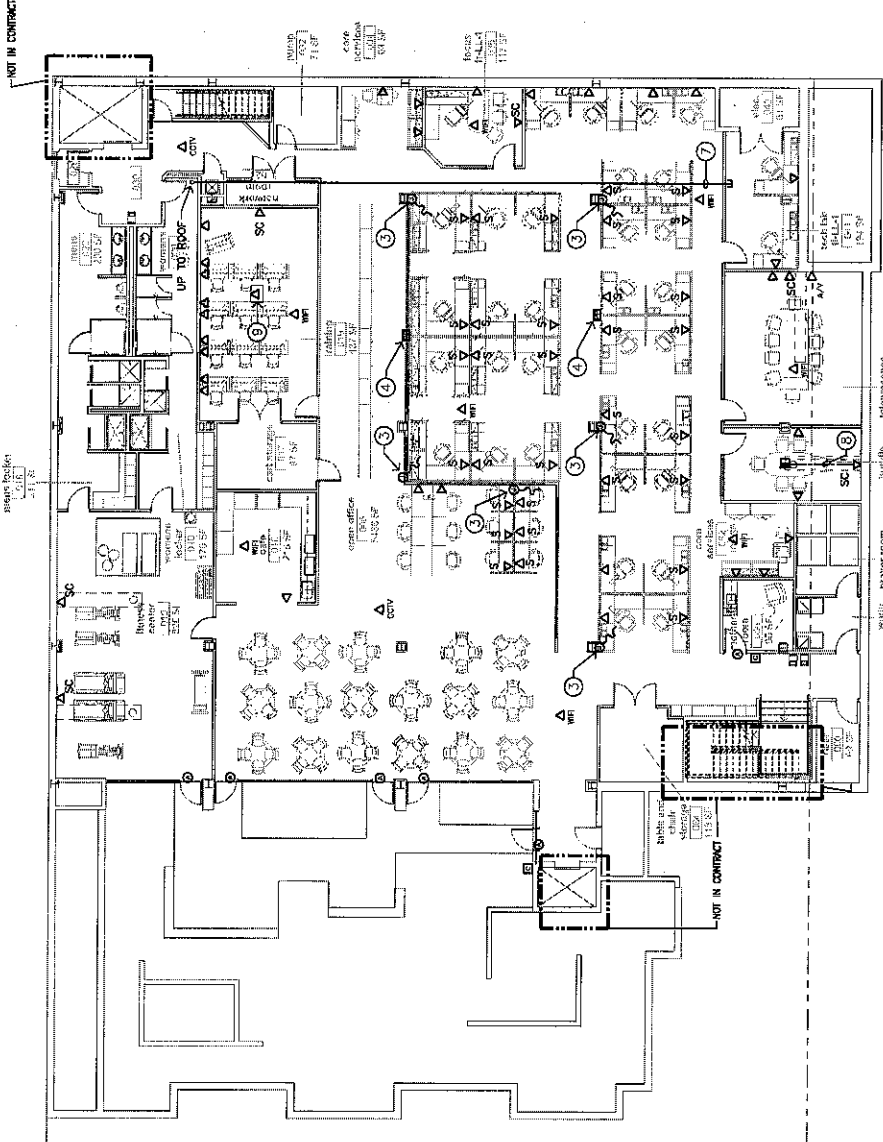
**e7.0**

**ELECTRICAL KEYNOTES** THIS SHEET ONLY

1. (1) 1" C. FROM J-BOX TO CEILING SPACE & (1) 1" C. FLEX FROM J-BOX TO SYSTEM FURNITURE RACE WAY.
2. 1-1/4" C. FROM J-BOX TO CEILING SPACE & (1) 1-1/4" C. FLEX FROM J-BOX TO SYSTEM FURNITURE RACE WAY.
3. 1-1/2" C. FROM J-BOX TO CEILING SPACE & (1) 1-1/2" C. FLEX FROM J-BOX TO SYSTEM FURNITURE RACE WAY.
4. SYSTEM FURNITURE CABLING VIA TELEDATA-POWER POLE.
5. EXISTING EQUIPMENT RACK.
6. EXISTING DATA RACK. REMOVE EXISTING PATCH PANELS AND PROVIDE NEW CATEA 48 PORT PATCH PANELS.
7. (2) 3" C. FROM ROOF TO LOWER LEVEL. PROVIDE WATERPROOF HEADS AT ROOF LEVEL. ALSO PROVIDE (1) 2" C. GROUND FROM ROOF TO ELECTRICAL SERVICE AT S.E. CORNER OF LOWER LEVEL. BOND CONDUITS TO GROUND AND PROVIDE 15' GROUND CABLE AT ROOF.
8. (1) 2" C. FROM FLOOR BOX TO WALL SCREEN BOX & (1) 1" C. FROM FLOOR BOX TO CEILING SPACE. SAW CUT FLOOR AND PATCH TO MATCH EXISTING FLOOR.
9. PROJECTOR.

**TELECOMMUNICATIONS SYMBOLS**

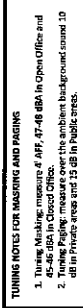
- TELEDATA OUTLET @ +18" A.F.F. UNCL. 1" C. FROM BOX TO CEILING SPACE (2) CAT 6A JACKS & (2) CAT 6A CABLES FROM JACKS TO PATCH PANEL IN IDF ROOM RACK.
- TELEDATA OUTLET IN SYSTEMS FURNITURE (2) CAT 6A JACKS & (2) CAT 6A CABLES FROM JACKS TO PATCH PANEL IN IDF ROOM RACK.
- WALL MOUNTED J-BOX FOR SYSTEM FURNITURE TELEDATA CABLING. CONDUIT PER KEYNOTE.
- TELEDATA AND POWER POLE FOR SYSTEM FURNITURE. COORDINATE WITH POWER CABLING.
- LEGEND/WIREHOLD 8" POKE-THRU, EVOLUTION BNTC2 SERIES WITH EASY CABLE EGRESS/SLIDE EGRESS DOORS BRASS COVER, WITH 20A-120V RECEPTACLES AND (2) TELE/DATA CATEA JACKS AND (2) CAT 6A CABLES TO IDF ROOM. ROUTE POWER AND DATA CONDUIT/WIRES THROUGH FLOOR LEVEL CEILING. PROVIDE 2" C. FROM THIS BOX TO WALL SCREEN BOX. COORDINATE ALL REQUIREMENTS.
- FLUSH CEILING MOUNTED TELEDATA OUTLET FOR CAMERA. (1) CAT 6A JACK & (1) CAT 6A CABLE FROM JACK TO PATCH PANEL IN IDF ROOM RACK. CAMERA IS BY CATERPILLAR.
- WALL MOUNTED OUTLET BOX @ +42" A.F.F. FOR CARD READER. (1) 3/4" C. FROM BOX TO CEILING SPACE. CARD READER AND CABLING BY CATERPILLAR.
- WALL MOUNTED OUTLET BOX ABOVE DOOR. CONTACTS. (1) 3/4" C. FROM BOX TO CEILING SPACE & (1) 3/4" C. FROM BOX TO LATCH SIDE DOOR MULLION. CONTACTS AND CABLING BY CATERPILLAR.
- WALL MOUNTED OUTLET BOX @ +87" A.F.F. FOR MOTION SENSOR. (1) 3/4" C. FROM BOX TO CEILING SPACE. MOTION SENSOR AND CABLING BY CATERPILLAR.
- RECESSED POWER/DATA BOX (LEGEND EP384) FOR WALL SCREEN @ +72" A.F.F. UNCL. 1" C. FROM RECESSED BOX TO CEILING SPACE. (1) CAT 6A JACKS & (1) CAT 6A CABLE FROM JACKS TO PATCH PANEL IN IDF ROOM RACK. COORDINATE EXACT PLACEMENT WITH SCREEN INSTALLATION. COORDINATE ALL REQUIREMENTS.
- CEILING MOUNTED RECESSED DATA OUTLET BOX FOR PROJECTOR. (1) CAT 6A JACKS & (1) CAT 6A CABLE FROM JACKS TO PATCH PANEL IN IDF ROOM RACK. COORDINATE EXACT PLACEMENT WITH PROJECTOR INSTALLATION. COORDINATE ALL REQUIREMENTS.
- ABOVE CEILING OUTLET FOR WHI. (1) CAT 6A JACK & (1) CAT 6A CABLE FROM JACK TO PATCH PANEL IN IDF ROOM.
- RECESSED AUDIO/VIDEO WALL BOX BELOW WALL SCREEN. FIELD COORDINATE LOCATION WITH TENANT AND OWNER. PROVIDE 1-1/2" C. FROM THIS BOX TO SC BOX ABOVE.
- RECESSED POWER/DATA BOX (LEGEND EP384) FOR WALL SCREEN @ +72" A.F.F. UNCL. 1" C. FROM RECESSED BOX TO CEILING SPACE. (1) CAT 6A JACKS & (1) CAT 6A CABLE FROM JACKS TO PATCH PANEL IN IDF ROOM RACK. (1) 2" C. TO 4" V. FLOOR BOX. COORDINATE EXACT PLACEMENT WITH SCREEN INSTALLATION. COORDINATE ALL REQUIREMENTS.
- WALL MOUNTED OUTLET BOX FOR INTERCOM @ +42" A.F.F. (1) 3/4" C. FROM BOX TO CEILING SPACE.
- WALL MOUNTED OUTLET BOX FOR DURESS SIREN/STROBE @ 9'-0" A.F.F. (1) 3/4" C. FROM BOX TO CEILING SPACE.
- WALL MOUNTED OUTLET BOX FOR DURESS PUSHBUTTON @ 42" A.F.F. (1) 3/4" C. FROM BOX TO CEILING SPACE.
- FLUSH MULTI-SERVICE FLOOR BOX WITH CABLE TRIM WHI. (2) DUPLEX GPOI RECEPTACLES AND (2) RJ-45 DATA JACKS IN TUB STYLE PLATE. LEGAL REQUIRE SERIES OR EQUAL. BOX AND TRIM SHALL BE 2003 UL SCRUB WATER COMPLIANT.



**LOWER LEVEL - TELECOMMUNICATIONS PLAN**  
1/8" = 1'-0"



Project Number:	13204	Drawing Size:	24x36 (p-Size)
Customer:	SOCE	Date:	10/1/11
Job:	1	Project Name:	13204
Revision:		<p>1. General Notes: This drawing is to be used in conjunction with the project description and specifications. It is not to be used for construction purposes without the approval of the project manager.</p> <p>2. Revision: This drawing is to be used in conjunction with the project description and specifications. It is not to be used for construction purposes without the approval of the project manager.</p>	
<p>Project Number: 13204</p> <p>Customer: SOCE</p> <p>Job: 1</p> <p>Revision:</p>		<p>Drawing Size: 24x36 (p-Size)</p> <p>Date: 10/1/11</p> <p>Project Name: 13204</p> <p>1. General Notes: This drawing is to be used in conjunction with the project description and specifications. It is not to be used for construction purposes without the approval of the project manager.</p> <p>2. Revision: This drawing is to be used in conjunction with the project description and specifications. It is not to be used for construction purposes without the approval of the project manager.</p>	

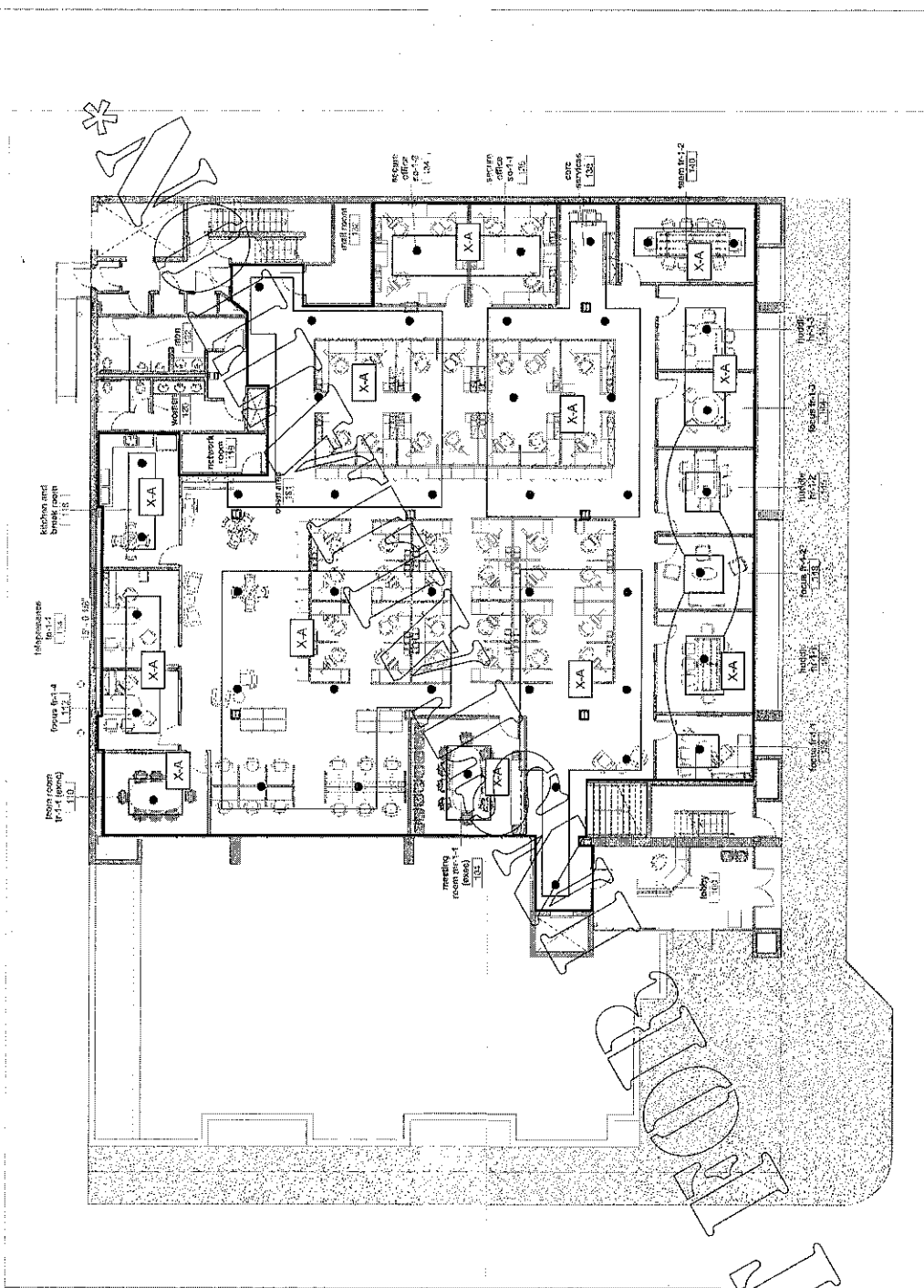


**GENERAL NOTES:**

- [illegible]

# GENERAL NOTES:

1. This is a preliminary drawing. It is not to be used for construction. It is for informational purposes only. It is not to be used for construction. It is for informational purposes only.
2. The drawing is not to be used for construction. It is for informational purposes only. It is not to be used for construction. It is for informational purposes only.
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6. The drawing is not to be used for construction. It is for informational purposes only. It is not to be used for construction. It is for informational purposes only.
7. The drawing is not to be used for construction. It is for informational purposes only. It is not to be used for construction. It is for informational purposes only.
8. The drawing is not to be used for construction. It is for informational purposes only. It is not to be used for construction. It is for informational purposes only.
9. The drawing is not to be used for construction. It is for informational purposes only. It is not to be used for construction. It is for informational purposes only.
10. The drawing is not to be used for construction. It is for informational purposes only. It is not to be used for construction. It is for informational purposes only.



**\*Full sized installation drawing  
will be mailed at time of order  
where channels will be identified.**

**TUNING NOTES FOR RADIATION AND PACING**  
1. Tuning Marking measure 1' RT, 47-48 dB in Open Office and 2' 44-45 dB in Closed Office.  
2. The drawing is not to be used for construction. It is for informational purposes only. It is not to be used for construction. It is for informational purposes only.

**LENCCORE**  
10000 Lenccore Drive, Suite 100  
Westbury, NY 11591  
(516) 466-0000  
www.lenccore.com

Spectra Inet			
Qty.	Symbol	Description	Notes
46	SW	SWITCH MOUNT	
	SP	Speaker	
	CD	CD/DVD DRIVE	
	CE	Ceiling Speaker	
	TR	TRUNKING	
	TS	TRUNKING SYSTEM	
	ST	STRIP	
	SR	Speaker	

Headend Equipment			
Qty.	Symbol	Description	Notes
	SW	SWITCH MOUNT	
	SP	Speaker	
	CD	CD/DVD DRIVE	
	CE	Ceiling Speaker	
	TR	TRUNKING	
	TS	TRUNKING SYSTEM	
	ST	STRIP	
	SR	Speaker	

Remote			
Qty.	Symbol	Description	Notes
	SW	SWITCH MOUNT	
	SP	Speaker	
	CD	CD/DVD DRIVE	
	CE	Ceiling Speaker	
	TR	TRUNKING	
	TS	TRUNKING SYSTEM	
	ST	STRIP	
	SR	Speaker	

N.I.C.			
Qty.	Symbol	Description	Notes
	SW	SWITCH MOUNT	
	SP	Speaker	
	CD	CD/DVD DRIVE	
	CE	Ceiling Speaker	
	TR	TRUNKING	
	TS	TRUNKING SYSTEM	
	ST	STRIP	
	SR	Speaker	

SQUARE FEET OF COVERAGE DESIRED:			
8520			

Caterpillar			
Qty.	Symbol	Description	Notes
	SW	SWITCH MOUNT	
	SP	Speaker	
	CD	CD/DVD DRIVE	
	CE	Ceiling Speaker	
	TR	TRUNKING	
	TS	TRUNKING SYSTEM	
	ST	STRIP	
	SR	Speaker	

1st Floor Add On  
Open Office, & Conference Rooms  
97 East Congress St  
Tucson, AZ 85701

Project Number: 10384  
Drawing Size: 24x36 (D-Size)  
Revision: 1  
Sheet: 1 of 2

END OF EXHIBIT "B"

## **EXHIBIT 'C' GENERAL CONDITIONS (14 pages)**

### **ARTICLE 1 – DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Surety:** The corporate body which is bound with and for Contractor, who is primarily liable, and which (agrees)



to be responsible for its payment of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

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

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

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

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

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

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

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

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

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

When or where any direct or indirect damage or injury is done to public or private property by or on

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

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

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

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

#### **ARTICLE 4 – ACCIDENTS**

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

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

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

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

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

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

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

failure of CONTRACTOR to substantially complete this contract for beneficial occupancy within the time period agreed.

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

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

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

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

Approval of time extension for delays shall be granted only based on the verification of a daily log maintained by the superintendent at the job site. The daily log must segregate and document each individual delay occurrence, and then separately track the job costs attributable to changes in the work noted in Article 21.

Failure to maintain the daily logs in the manner described above shall result in the COUNTY's denial of the claim for time extension.

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

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

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

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

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

#### **ARTICLE 9 – COPIES OF DRAWINGS FURNISHED**

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

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

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

#### **ARTICLE 10 – ORDER OF COMPLETION**

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

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

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

#### **ARTICLE 12 – OWNERSHIP OF DRAWINGS**

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

### **ARTICLE 13 – CONTRACTOR'S UNDERSTANDING**

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

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

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

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

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

### **ARTICLE 15 – ROYALTIES AND PATENTS**

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

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

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

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

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

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

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

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

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

If the specifications, County's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, Contractor will give County timely notice of its readiness for inspection and if the inspection is by an authority other than County, of the date fixed for such inspection. Inspections by County will be promptly made, and where practicable at the source of supply.

If any work should be covered up without approval or consent of County, it must, if required by County, be uncovered for examination at Contractor's expense.

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

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

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

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

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

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

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

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

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

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

If none of the above methods is agreed upon, Contractor, provided it receives an order as above, will proceed with the work. In such case and also under case (c), it will keep and present in such form as County may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, County will certify

to the amount, including allowance for overhead and profit, due to Contractor. Pending final determination of cost, payments on account of changes will be made on County's estimate.

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

Overhead Limit: ten percent (10%) of direct cost;

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

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

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

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

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

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

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

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

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

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

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

Claims for extension of time must be submitted in writing to County for review and approval. The completion date will be extended, if necessary, by the approved number of calendar days. Approval of time extension for delays noted in the first paragraph of this Article will be granted only based on the verification of a daily log maintained by the superintendent at the job site. The daily log must segregate and document each individual

delay occurrence, and then separately track the job costs attributable to changes in the work noted in Article 20. Failure to maintain the daily logs in the manner described above will result in County's denial of the claim for time extension.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

#### **ARTICLE 30 – WARRANTY**

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

#### **ARTICLE 31 – LIENS**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE 36 – CLEANING UP**

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

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

#### **(a) PURPOSE:**

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

#### **(b) SCOPE:**

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

#### **(c) CONTRACTOR REQUIREMENTS:**

1. Make a survey of the suitability and effectiveness of existing fire control facilities, measures and devices.
2. Arrange for, provide and install a sufficient number of portable fire extinguishers suitable for work operations in accordance with the requirements of the National Fire Protection Association and local agencies having jurisdiction.
3. Fire extinguisher and devices will be inspected, serviced and maintained in accordance with manufacturer's instructions.
4. Fire Fighting and control equipment will be readily visible and unobstructed at all times; will not be made inoperative or used for other purposes.
5. Installation of fire protection piping and hydrants (as specified in bid documents) will be as prompt as possible so hose stream protection will be available when combustible materials arrive on site and potential fire causing operations begin.

6. Provide ready access for public fire department.
7. Provide safe temporary lighting and power services; properly insulate, ground, and substantially support strung wires; overloading of conductors and overfusing of circuits is prohibited; poor contacts and defective terminals, switches, wire and outlets will not be installed. Temporary electrical installations will be in accordance with National Electric Code and other applicable ordinances, regulations, specifications.
8. Bulk storage of lumber, gasoline, fuel oil, paint, solvents, gases will be kept outside of buildings under construction; one day's working supply of such items may be inside at any time. Flammable fluids will be in approved containers only; open containers are prohibited.
9. Only flame resistant tarpaulins or coverings will be used for protecting stored supplies and equipment.
10. Smoking is prohibited in all areas where flammable or combustible materials are stored and in other hazardous areas, as well as on any County-owned property. "No Smoking" signs will be posted accordingly.
11. Fires, welding, flame cutting, melting, and similar operations in combustible areas will not be left unattended.
12. Accumulations of flammable liquids on floors, walls, etc. are prohibited; spills will be cleaned up promptly.
13. All rags, waste, etc. soiled by combustible or flammable materials will be placed in tightly closed metal containers and disposed of daily.
14. Tar kettles will be located outside of and as far away as possible from building.
15. All portable cylinders of compressed gases will be constructed, maintained and marked in accordance with Interstate Commerce Commission regulations; will be properly secured against tipping or accidental upset, handled with care, protected against excessive heat and cold; valve protection caps will be in place when cylinders are not in use.
16. Welding and cutting operations will be performed only by competently proven personnel.
17. Construction debris will be removed from buildings and site daily. Reasonably good housekeeping will be maintained at all times.
18. All machines using cutting oil will have metal drip pans under them to catch oil drippings, oil turnings and shavings.
19. No solvent with flash point below one hundred degrees Fahrenheit (100 degree F). will be used for cleaning equipment or parts.
20. No smoking or open fire of any kind will be permitted in areas where spray guns are in operation.
21. Wood sawdust and shavings and wood rubbish will not be allowed to accumulate on project site.
22. Adequate precautions will be taken to protect extensive formwork and scaffolding from exposure to and spread of fire.
23. Moveable heating devices, when used, will have safe clearances at bottom, top, and sides from combustible materials. Use of salamanders is generally prohibited; exceptions may be granted when use is considered essential.

24. Regularly scheduled inspections will be made by Contractor's authorized personnel to assure compliance with these and other jurisdictional requirements. Contractor's supervisory personnel will be instructed in their duties concerning safe fire protection practices.

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

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

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

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

#### **ARTICLE 40 – SECURITY CHECK**

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 42 – WASTE DISPOSAL FACILITIES**

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

**ARTICLE 43 – AS-BUILT DRAWINGS**

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

**ARTICLE 44 – EXISTING CONDITIONS**

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

The Construction Manager, Architect or County will investigate the site conditions within twenty-four (24) hours after receiving the notice. If the conditions materially differ and cause an increase or decrease in Contractor's cost of, or time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an adjustment will be made pursuant to Article 20 of the General Conditions, "Changes in the Work".

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

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

END OF EXHIBIT "C"

**ARIZONA STATUTORY PAYMENT BOND FOR CONSTRUCTION**  
**PURSUANT TO TITLES 28, 34 AND 41, ARIZONA REVISED STATUTES**  
(Penalty of this bond must be 100% of the Contract amount)  
Bond No. AZC369225

KNOW ALL MEN BY THESE PRESENTS THAT:

**Durazo Construction Corporation**  
(hereinafter "Principal"), as Principal,  
and **Merchants Bonding Company (Mutual)**

(hereinafter "Surety"),

a corporation organized and existing under the laws of the State of Iowa, with its principal offices in the City of Des Moines, IA,

holding a certificate of authority to transact surety business in Arizona issued by the Director of the 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 **Nine hundred seventy nine thousand, six hundred fifty seven and 00/100** Dollars (\$ 979,657.00 )  
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     day of     ,

to construct and complete certain work described **97 E Congress Street Lower Level & 1<sup>st</sup> Floor Improvements.**

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 Moines due to all persons supplying labor of 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 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 of the court.

Witness our hands this day: August 30, 2016

**Durazo Construction Corporation**  
Principal

By   
Title President

**Merchants Bonding Company (Mutual)**  
Surety

By   
Lori L Dawson-Brown, Attorney-in-Fact

Agency of Record: Minard-Ames Insurance Services LLC  
4646 E. Van Buren #200 Phoenix, AZ 85008

By   
Arizona Resident Agent Countersignature

ARIZONA STATUTORY PERFORMANCE BOND FOR CONSTRUCTION  
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Contract amount)

Bond Number: AZC369225

KNOW ALL MEN BY THESE PRESENTS THAT:

**Durazo Construction Corporation**

(herein after "Principal"), as Principal,

and **Merchants Bonding Company (Mutual)**

(hereinafter "Surety"),

a corporation organized and existing under the laws of the State of Iowa, with its principal offices in the city of Des Moines, IA,

holding a certificate of authority to transact surety business in Arizona issued by the Director of the 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 **Nine hundred seventy nine thousand, six hundred fifty seven and 00/100** Dollars (\$979,657.00 )

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 day of ,

to construct and complete certain work described as **97 E Congress Street Lower Level & 1<sup>st</sup> Floor Improvements.**

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 of Surety, and during the life of any guaranty 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 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 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 of the court.

Witness our hands this day: August 30, 2016

**Durazo Construction Corporation**

Principal

By   
Title President

**Merchants Bonding Company (Mutual)**

Surety

By   
Lori L. Dawson-Brown, Attorney-in-Fact

Agency of Record: Minard-Ames Insurance Services LLC  
4646 E. Van Buren #200 Phoenix, AZ 85008

By   
Arizona Resident Agent Countersignature



## **Insurance Producer Endorsement**

**This endorsement changes the policy/bond to include:**

**Your agent/agency for this policy is:**

**Minard-Ames Insurance Services LLC  
4646 E. Van Buren #200  
Phoenix AZ 85008  
602-273-1625**

**All other terms and conditions of the policy/bond remain unchanged.**



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Deborah K Anderson; Lori L Dawson-Brown; Michael D Specht; Wendy Capirci**

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TEN MILLION (\$10,000,000.00) DOLLARS**

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

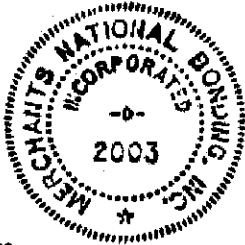
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2016.



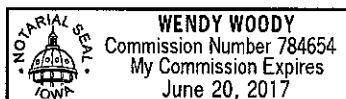
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA  
COUNTY OF Dallas ss.

On this 2nd day of June, 2016, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission  
does not invalidate this instrument)

*Wendy Woody*  
Notary Public, Polk County, Iowa

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30<sup>th</sup> day of August, 2016.



*William Warner Jr.*  
Secretary