PIMA COUNTY FACILITIES MANAGEMENT DEPARTMENT

PROJECT:

97 E. Congress Modernization (X97ECI)

CONTRACTOR:

Durazo Construction Corporation

934 S. 6th Ave. Tucson, AZ 85701

AMOUNT:

\$979,657.00

FUNDING:

Certificates of Participation

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NO. CT-		-100
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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.

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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.

<u>ARTICLE 2 – SCOPE OF SERVICES</u>

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 <u>Insurance Coverages and Limits:</u>

- 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 equilvent) 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 <u>Claims Made Coverage</u>: 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 <u>Insurer Financial Ratings</u>: 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 ommissions 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 <u>Waiver of Subrogation</u>: 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 <u>Primary Insurance</u>: 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 <u>Subcontractors</u>: 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 <u>including flow down of all provisions and requirements to any SUBCONTRACTORS</u>. 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."

<u>ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT</u>

- 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;
 - 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
- 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.

<u>ARTICLE 17 – NON-APPROPRIATION OF FUNDS</u>

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

ARTICLE 18 - NOTICES

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

COUNTY:

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. 6th 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.

<u> ARTICLE 22 - OWNERSHIP OF DOCUMENTS</u>

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 Panies 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.

Signature Name and Title (Please Print)
Name and Title (Please Print)
`
Date
•
,



August 26, 2016

Pima County Facilities Management

Attn: Sheila Cook

150 W. Congress Street, 3rd 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 late than 9/09/16.
- 2. Our price is based on installing ASI Storage Solution Metal Lockers
- 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,

Mario R. Durazo Jr.

President

Durazo Construction Corporation



FACILITIES MANAGEMENT 150 WEST CONGRESS, 3rd 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 (ir@durazoconstruction.com)

Justin Stiehr (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

- 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,

Sheila Cook

Pima County Facilities Management

Sheila cook

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 12TH 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

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

scalo: 3° = 1 mila

location map

index of drawings

design team

L

structural psvakn@svalmala.com cplfvr@svatmala.com SYMM ASSOCIATES LTD. ARCHITECTS AIA 7250 E. Spendmy 210 Tucson, AZ 85710 (520) 325-5700 htt. (920) 325-1148 WWY. SMaltink.com fax. (520) 325-1148 architect

SCHNEIDER STRUCTURAL ENGINEERS 2280 N. Campbell Area, Sude 130 1200 N. Campbell Area, Sude 130 (SZO) ST2-818 fax: (SZO) ST2-819 www.sastuckural.com Scott Duecker, PE

fax; (520) 512-8169

mechanical engineer ADAMS & ASSOCIATES 5447 E 5th St # 112 Tucson AZ 85711-2345 (520) 3Z3-3856 for www.adams-and-assoc.com

SWAIN

Joe Smith. PE fax: (520) 325-4123 Dave Tymell, PE

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

electrical engineer MONRAD ENCINEERING, INC 275 East P. Lovel Rond, Suibs 200 Tucson, AZ 8571-1016 (S20) 884-0045 tox: (S20) 884-00 mmn.monradengibealingia.com

Pima County Facilities Management

97 E. Congress, Tucson AZ 85701

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date 8,15,15

PIRST FLOOR SOUND MASKING PLAN LOWER LEVEL SOUND MASKING PLAN

UPGRADE BUILDING FRESH AIR, REFERENCE SHEET MI.11
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BUILDING PHASE 2 97 E. CONGRESS THOSE & SETON PIMA COUNTY OFFICE

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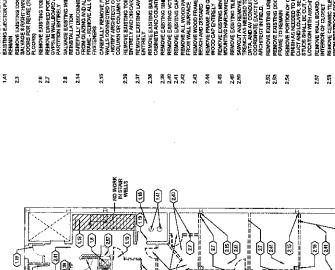
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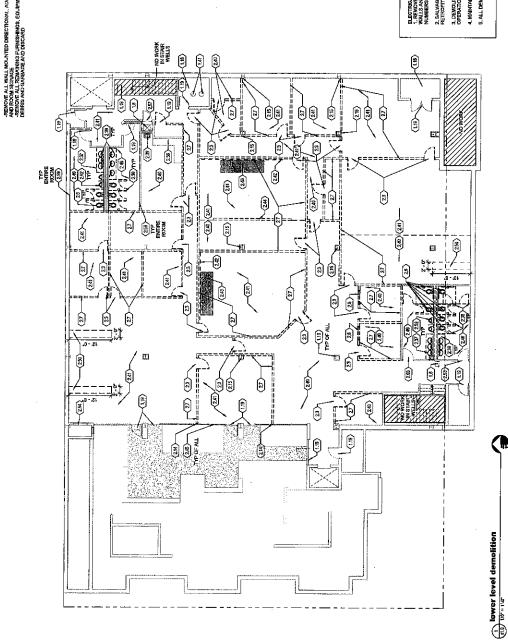
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	2.8	SALVAGE EXISTING WINDOW FOR RENSTALLATION
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(III)	2.37	REMOVE EXISTING LAVATORY COUNTER TOP ENTIRELY
	2.38	REMOVE EXISTING BASE CABINETS, UPPER
	2,39	REMOVE EXISTING SINK AND DISCARD
	2.40	REMOVE EXISTING VCT FLOORING
	2,42	REMOVE EXISTING CARPET REMOVE ALL WOOD PANELING AND TRIM
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	2.44	DERWITH AND DISCUSSOR FERROVE FRAME AND GWB PONY WALL WITH WOOD CAP ENTIRELY
	2.45	REMOVE EXISTING MINIBLINDS AND MOUNTING HARDWARE
	2.49	REMOVE EXISTING TILE FLOORING
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)({	2,52	REMOVE EXISTING URINAL
	253	REMOVE EXISTING DOOR FROM FRAME, FRAME TO REMAIN
(216)	2,54	REMOVE PORTION OF GWB OR STUDGO WALL FINISH AS NEEDED TO INSTALL NEW EXHAUST DUCT AND LOUVER, SEE MECHANICAL, NO
		STUDS SHALL BE CUT, COORDINATE EXACT LOCATION WITH ARCHITECT.
	2.57	REMOVE WALL BOARD AND ANY FRE FROM INTERIOR OF CLOSET
	2.59	REMOVE CERAMIC TILE AND BACKER BOARD FROM RESTROOM SIDE OF EXISTING STUD





MANAGEMENT PROPERTY

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keynotes

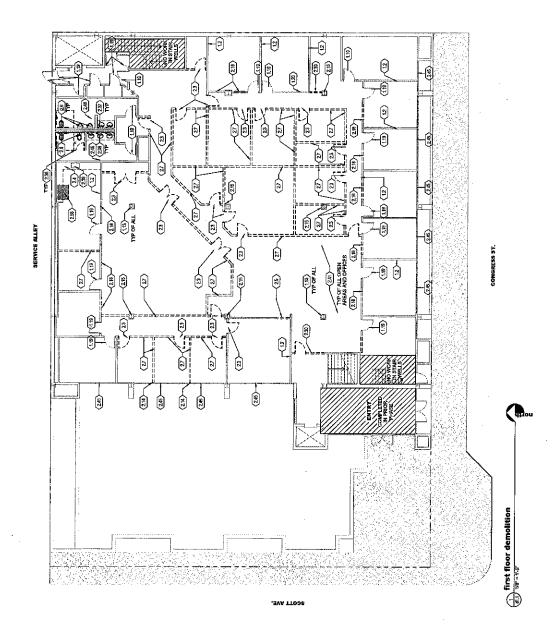
general notes - demo

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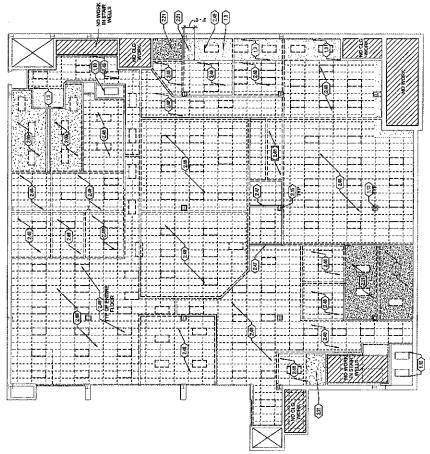
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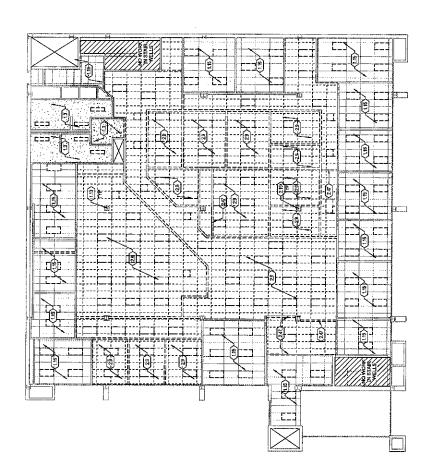
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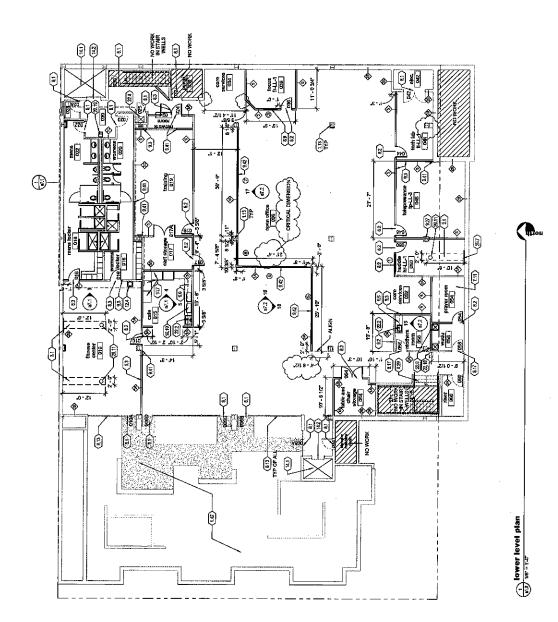
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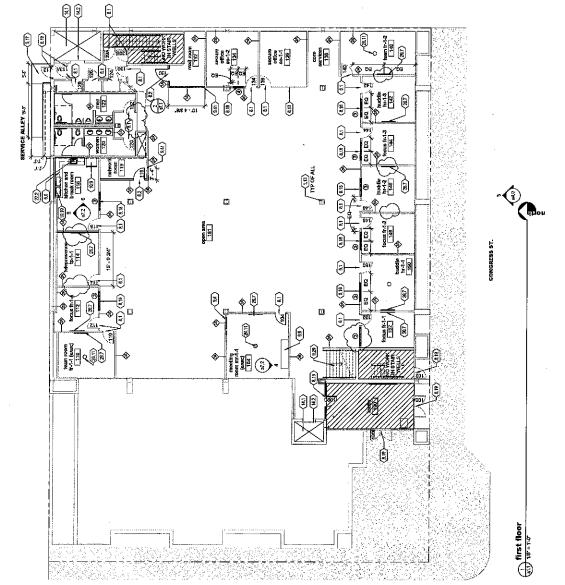
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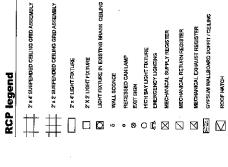
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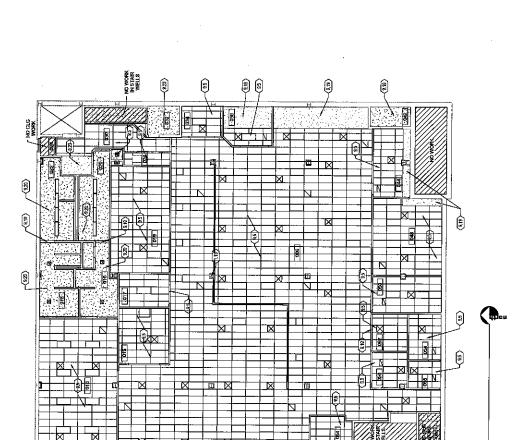
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lower level reflected ceiling plan

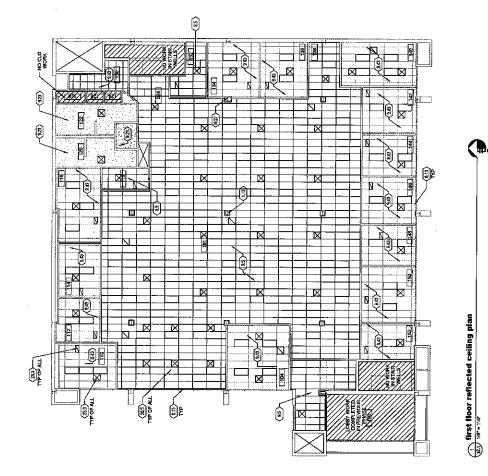
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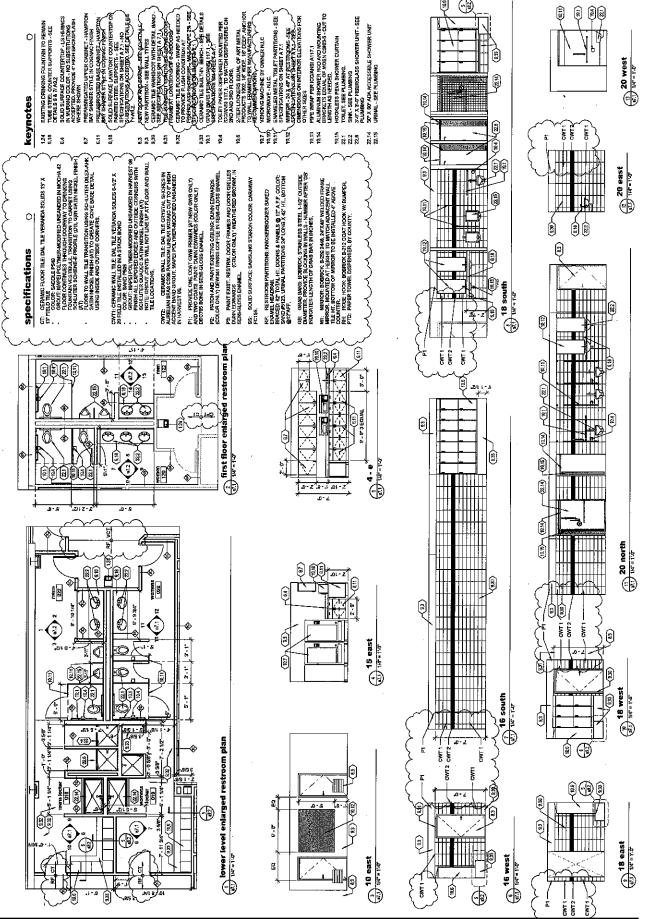


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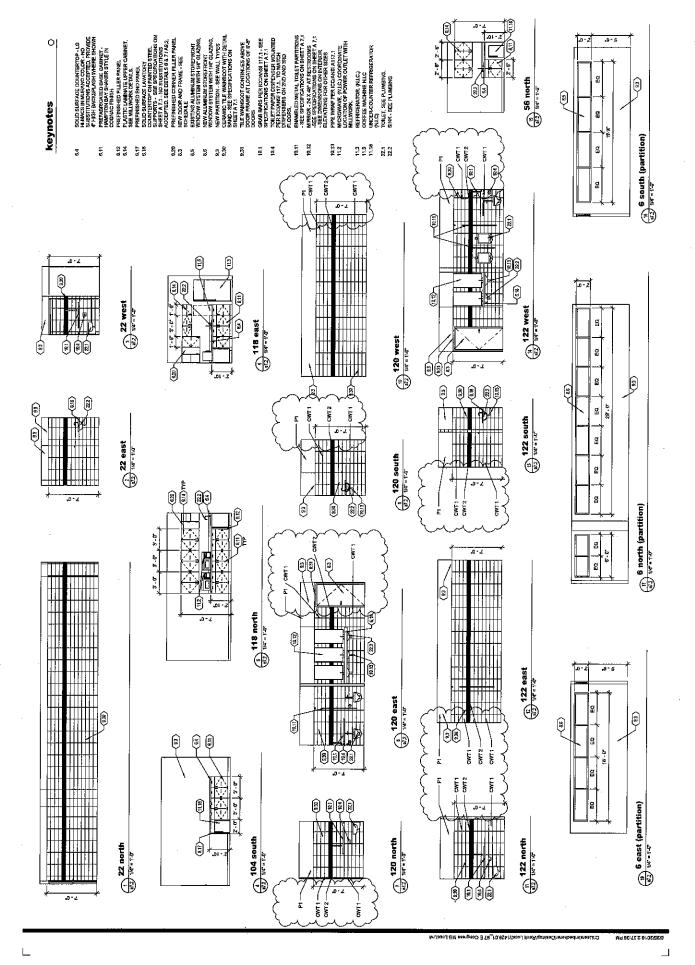


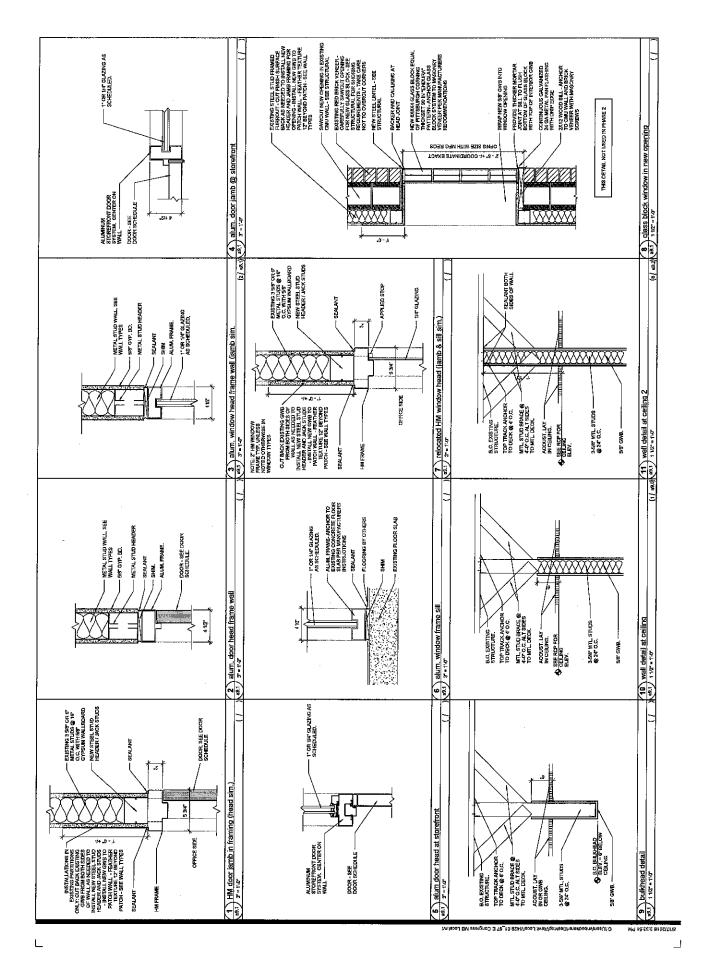
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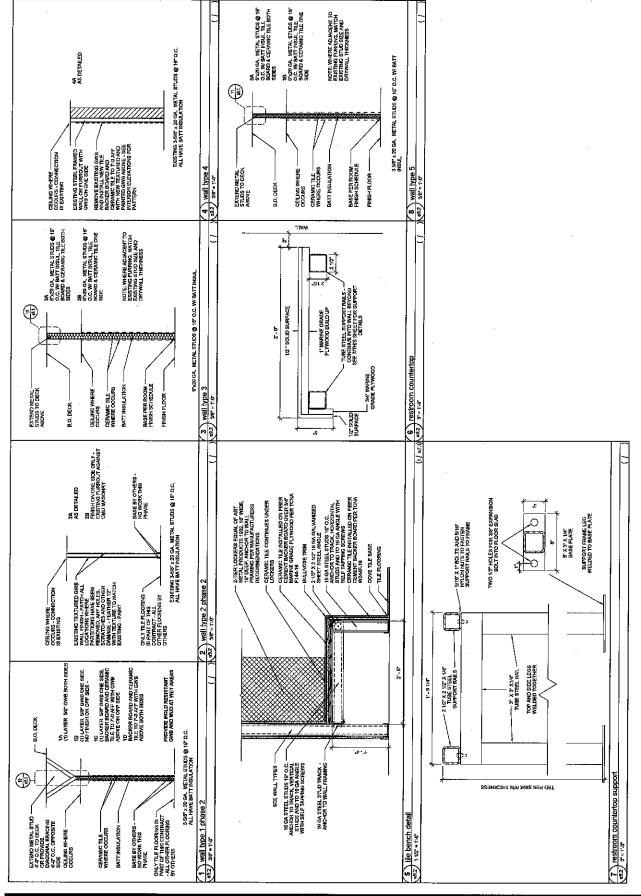
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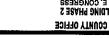




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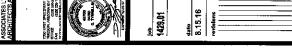




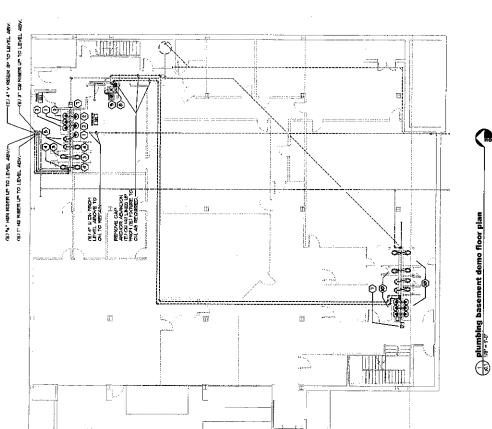


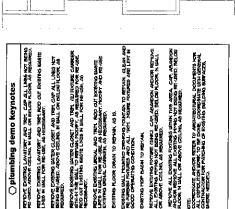


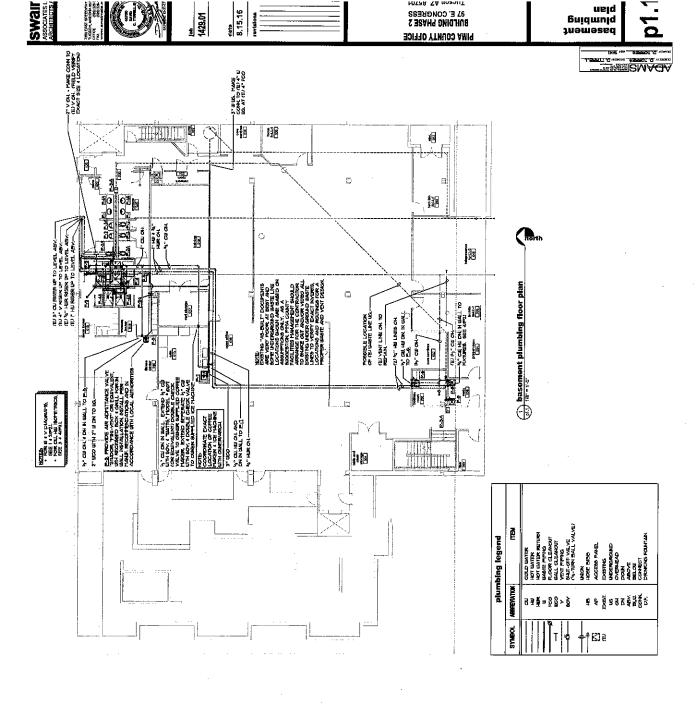


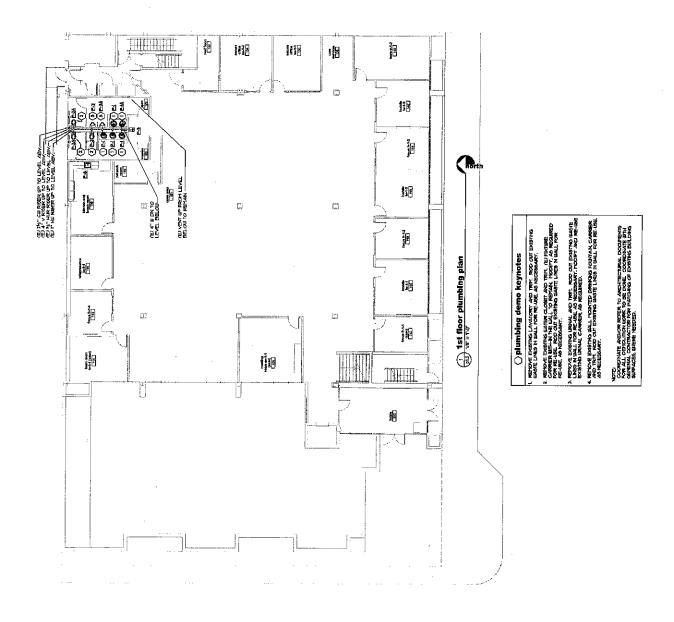








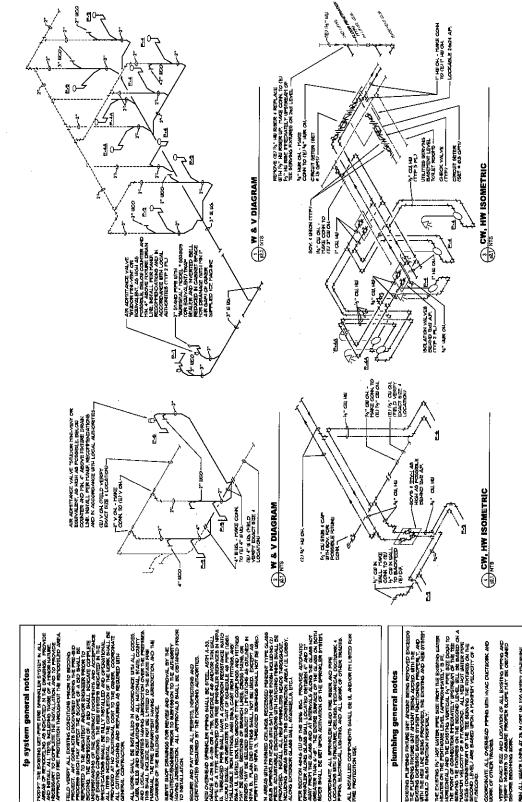




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plumbing general notes

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plumbing fixture specifications

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PLIMENS FORURES, VALVES, PUMPS, AND INSULATION.

SKOWI PODIE, WEB-BORD, YMEGOUS CANA, MATENFEE BRONKE, UTH, ONE PIECE SKOWI PODIE - WEB-BORD, PREHINDER, PELOCAITE AND REJEE ENGING HATING CARRER, AS PECAJIED.

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D. ELECTRIC MATER COCLETS - MAUR. HALSET TATLOR, OASIB, SINROX., BLACAT

G. TRAP AND GUPPLIED : MOSUME, ROYAL BRASS, EASTMAY, CSAD

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plumbing specifications

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date 8.15.16

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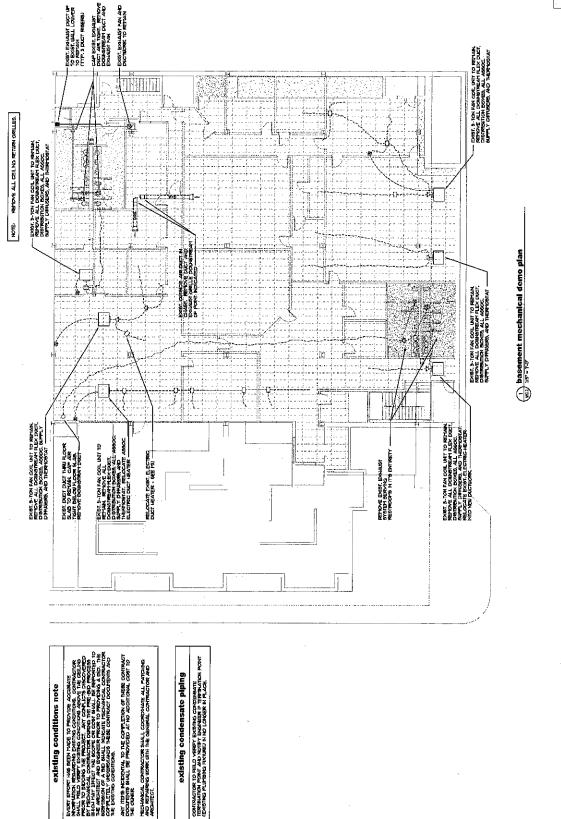
PIMA COUNTY OFFICE

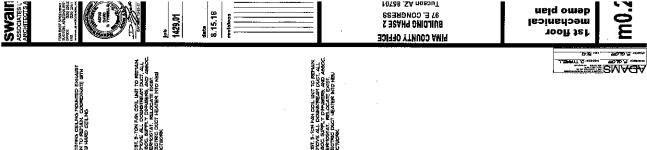
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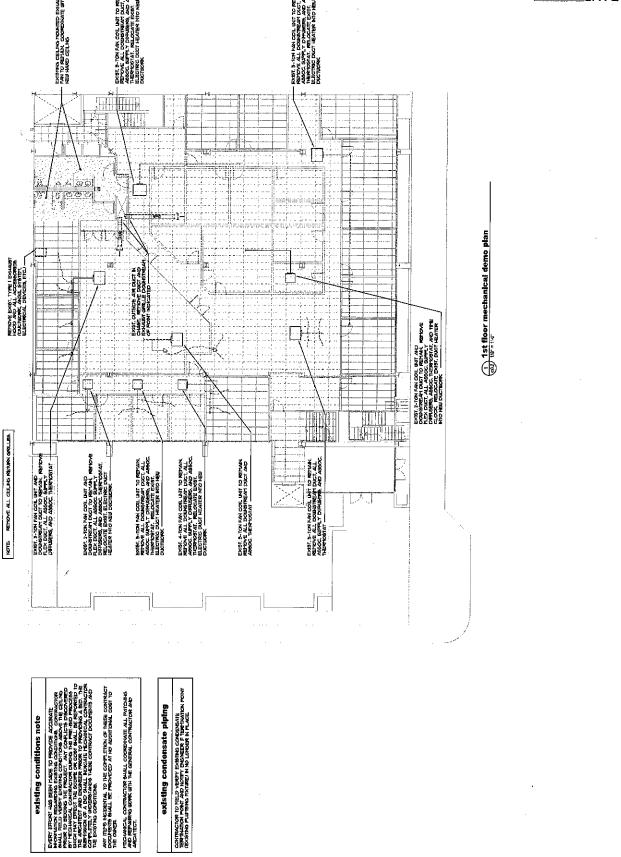
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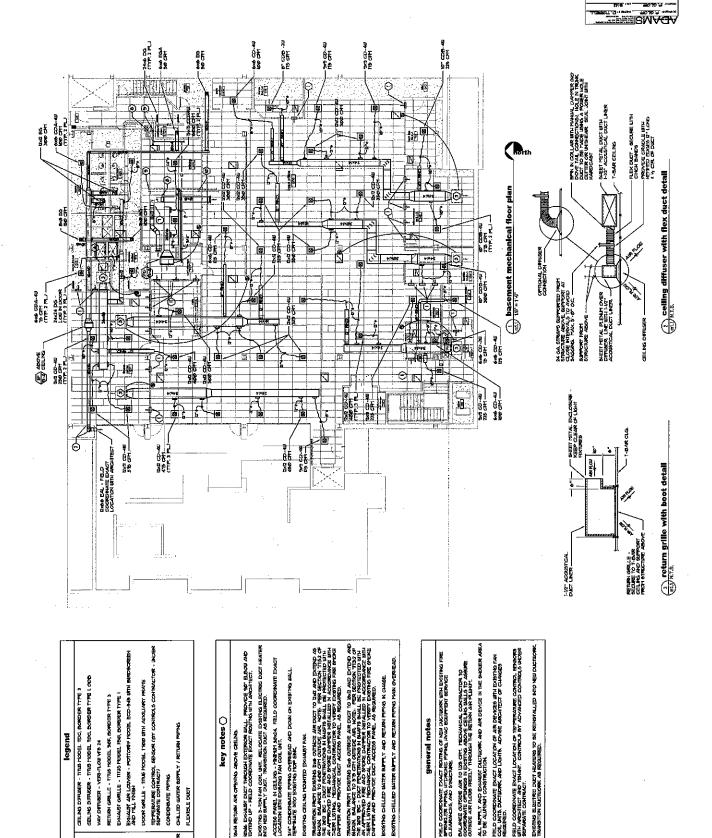




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EXISTING CHILLED MATER SUFFLY AND RETURN PIPMS IN CHAS

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ACCESS PAREL IN CELINS - PRATIM SOIZA, HELD COOPE. LOCATION WITH EXISTING FAN COIL INT.

key notes 🔾

CHLLED WATER BURNLY / RETURN FIPING

CONDENSATE MINKS FLEXIBLE DUCT

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legend

DALANES CATROPE AIR TO UZA CIFT, PECHANICAL, CONTRACTOR TO COCREDATE CPENINS IN EXISTING ABONE CELLING MALLS TO ASSURE CATRIDE AIR FLOW FREEL? THROUGH THE RETURN AIR PLENT?

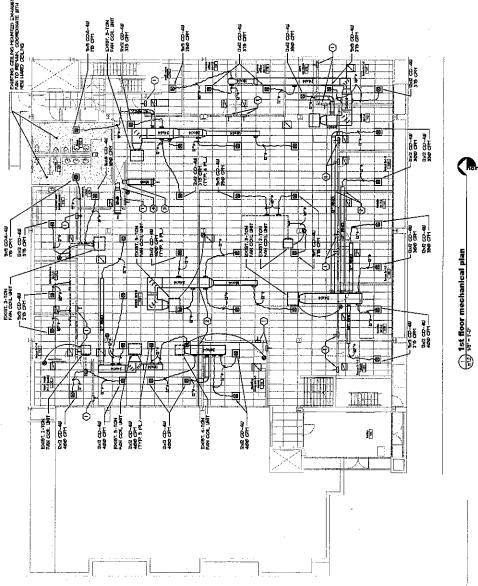
general notes

PIMA COUNTY OFFICE BUILDING PHASE 2 97 E. CONGRESS Tueson AZ. 85701

SWACA

SWAIN ASSOCIATED IN

EAST S-TON FAN COIL UNIT 125 GH-4€ ₹ 8.6 1 Θ



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HELD COORDINATE EXACT LOCATION OF AIR DENCES WITH EXISTING FAN COIL WITE, ADVIGE ARCHITECT OF CHANGIS REGURED.

BALANCE CURRICE AIR TO UTB CRY, MECLANICA, CONTRACTOR TO COCRONATE OFFINED IN EXISTING ABOVE CELLING MALLS TO ASSUROUMENE AIR RETURN AIR PRESENT.

RELD COORDANTE EXACT ROUTING OF HEU DUCTUORS WITH EXIGNIS HIPER SPORTLES PRINKE, ATTORNIC PIPING, HAVIC BOUNDED THERATICS SECREMINES AND STRUCTURE.

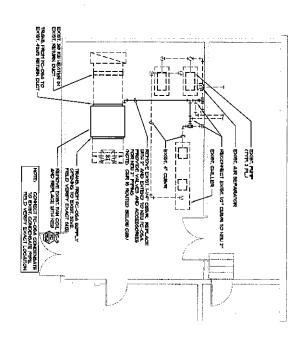
general notes

IRAN PETURA AIR CPORNIS ADOVE CEILNS. Duct through Existing fall heisht wall above ceilnis feild ver Extents of fall neisht wall.

key notes 🔾

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PROVIDE 00 VOLT PLBAN RATED CONDENSATE PAYPS RC-084-1. COMPLETE WITH 2" MERV-1 PLEATED FILTERS AND SPRING BOLLATOR HANGING KIT, INTEGRAL IS KID HEATER **6** MAGIC AIRE H55-40-ACA-5-G 4,03 3 Ģ EUT CAPACITY TOTAL / 68%, OFFT ROUS VOLTAGE HP H.A. chilled water fan coll unit schedule å 999911 0005G 320 9 600 LBS. SEE ELECTRICAL DRAWNES E S

ADAMS

SERVICE DE CONTROL TYPESELL

Doon tr B. GLOTT /rs. (BI42

add-alternate mechanical plans













PIMA COUNTY OFFICE BUILDING PHASE 2 97 E. CONGRESS Tucson AZ, 85701

date 8.15.16

ld 29,01

mechanical equipment schedules and specifications

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exhaust fan schedule

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SPACE OCT AREA STATES THE SACONS SPACE SP	VT DATPER, MAKING, VIDRATIC T, GREENHECK, PEN		COCUPANCY	OFFICE BUILDINGS	GENERAL: CONE, I HEBTING	EDICATIONAL FACILITIES CLASSPROOM (AGE 9+	GENERAL STREET	SPOKES 4 ENEKTANNENT: HEALTH CLUB / WEIGHT ROOMS	i		CATEGORY	OFFICE BUILDINGS		CHNERAL: BREAK ROOTS	GENERAL, STORAGE ROOMB			STALLED IN ACCORDANCE WITH	MEDICTION OVER THE PREMINE.	CHRES ON THE PLANS SHALL TO VERDERD, NO DUCTIONS SH	BID CAMERLLY SHOY ALL THE		NEOUS (TETS NOWNALLT USED, (DE INSTALLED PER HAVEACTA	ic copy in 1904 Ropatat of 1919	Shield Char		N 40E ACTIAL BREET HETAL SI, BHALL HAVE SNICLE THICKNESS THE STRUCTURE ABOVE.	. DE THENYARLEX HAKO OLASO TIED PREFICIASS FADRIC PER	ж. Vellocity Rativis, берер IP. Чес	OL UNI PC-D-A	Y / PETURN FIRMS INSULATION:	ABOVE THE CERTING BUALL DE		AME / MECTANGLAR AR-CAND MURED BY THE NPA 904 AU ID PER ASIM CASS USING A TYPE L EXPOSED EXASS OF THE UNIT	NOTTONING BUTTLY BRANCH DU VAPOR RETARDANT JACKET 68
			9=402								SPACE	AE APPEAS	FERBACE AREAS TINS, HIDDLE, TEAH, A FOCUS		CHRK ROOM		T I - GENERAL:	ALL WORK SHALL DE N	HVAC DRAINGS ARE D	DITEMBRANG CAYEN IN FINANCIAL DE FIEL						ANK DEVICES NBLATION DUCTUORS	=							월.		

SWall	ASSOCIATES LT	ARCHITECTS AL			7300 CAST SPEEDWAY 211 TUCSON: AREONA BEST	FAX (520) 229-194 www.sexplingle.com		HING THE		FORMES, 12-31-1		job	1429,01		data 7.22.16	revisions									S	10E 1	NOC	Έ'	L 6	MIG		8	S 3	TOP	1 'a	ЕСТКІ ЕВВКІ	П		e0.1
ABBREVIATIONS	ADMINISTRATIVE CONTROL STATION	ABOVE FINISHED FLOOR	ABOVE BINISHED COADS		ALUMINUM	BUILDING AUTOMATION SYSTEM (SEE EMCS)		.5, CONTROLLER	COPPER DOOR OWNER THROW		EVENING LIGHT	EMERGENCY	ENERGY MANAGEMENT CONTROL SYSTEM	ENERGY SAVING	ELECTRIC WATER COOLER WITH MONOPLEX RECEPTACLE	GROUND FAULT CIRCUIT INTERRUPTER PROTECTED	GROUND	HIGH POWER FACTOR INTEGRATED INTERCOM COMMUNICATION	SYSTEM SYSTEM INTERMEDIATE DISTRIBUTION STAME	I.P. VIDEO SURVEILLANCE CAMERA SYSTEM		WAIN DISTRIBUTION FRAME	MAXIMUM OVERCURRENT PROTECTION	NATIONAL ELECTRICAL CODE	NOT IN CONTRACT	NIGHT LIGHT	PHOTOVOLTAIC	RECEPTAGLE SURGE PROTECTION DEVICE	SINGLE POLE SINGLE THROW	TYPICAL.	UNINTERRUPTIBLE POWER SUPPLY	WEAIHERPROOF						MOMBAD	CNOT DISTRIBUTED IN THE CONSTRUCTION OF THE CO
	23	AF.F.		44 AHD	al l	S S	C.I.P.	CIR :	ji de	<u>ة</u> ك	i ਜ਼	5	EMCS	Ø	QE El	ਲੂ	GRO	<u> 8</u>	Þ	Ĕ	DE LESC		MOCP	NEC	N.1.0	N S	ž	SP 755	SPST	END.	SAD	È							
ELECTRICAL WORK NOTES	1. VERIFY EXACT LOCATIONS AND MOUNTING HEIGHTS OF ALL	OUTLETS AND LIGHT HXTURES PRIOR TO ROUGH IN. CARETULLY REVIEW ARCHITECTURAL, FURNITURE AND	MILLWORK DRAWINGS, BUILDING ELEVATIONS, AND REPLECTED CFILING PLANS TO AVOID CONSTICTS, WHERE MILLWORK	OCCURS, LOCATE ASSOCIATED OUTLETS WITHIN ROBE SPACES UNLESS NOTED OTHERWISE.	2. VERIFY ELECTRICAL PATHOS AND LOCATIONS OF HVAC EQUIPMENT AND CONFIRM ALL REQUIRED CLEARANCES WITH	DAISION 15 CONTRACTOR PRIOR TO START OF WORK, COMPLETELY CONNECT ALL EQUIPMENT FOR A COMPLETE RIMPTIONAL METALLIATION.	3. LOCATE ALL ELECTRICAL DEVICES/EXTINES IN CELLINSS	ACCORDING TO THE ARCHITECTURAL REFLECTED CELLING PLANS INCLUDING LOCATION PLACEMENT DETAILS.	4. DEVICES MOUNTED IN THE WALLS SHALL ALIGN VERTICALLY	WITH ANY OTHER ELECTRICAL DEVICE WITHIN 2' HORIZONTALLY ON SAME WALL AND SHALL ALIGN		5. PROVIDE 120 VOLT POWER SUPPLY CIRCUITRY TO VAY UNITS, CAY UNITS, EACS EQUIPMENT, VAROUS CONTROLS, ETC. AS DEPOYIES AND VAROUS CONTROLS.		6. ALL PIPING AND CONDUIT SHALL BE COORDINATED WITH DUCTYORK ROUTING PRIOR TO THE STATE OF ANY WORK PRIOR OF ANY SHALL BE COORDINATED WITH SHALL BE	WHERE REQUIRED BY SPACE LANTANCE, TO DOCTORAN WHERE REQUIRED BY SPACE LANTANCE, PRINC OR CONDUIR FRUNCH SPACE LANTANCE, PRINC OR CONDUIRED BY SPACE LANTANCE, PRINC OR CONDUIRED BY SPACE LANTANCE SPECIARIES FROMISED	BY SPACE LIMITATIONS. 7 All DANGWAYS CLAIL DE COMCALEN MAIGHEAGH DOCUMENT		WITH THE SPECIFICATIONS, VERFY THE PROJECT SPECIFIC REQUIREMENTS (ACCESSIBLE VERSUS INACCESSIBLE CELLINGS AND WALS, FTC.) FOR SURFACE OR CONCASTED WIRING	METHODS AT EACH SITE PRIOR TO BID AND MAKE SUCH ACCOMMODATIONS IN THE BID.	8. AL ROOFTOP ELECTRICAL EQUIPMENT AND BOXES SHALL BE RICHLY SUBPORTED BY BIGHT STEEL CANNING BACKS AND	STRUT ASSUBLIES DESIGNED AND FABRICATED FOR THE PURPOSE. DO NOT SUPPORT ANY ELECTRICAL WORK FROM	HVAC EQUIPMENT OR DUCTWORK, VENTICAL SUPPORTS TO AND THROUGH ROOFS SHALL BE MIN, ONE-INCH CIRCULAR RIGH STEEL CONDUIT TO ALLOW FOR PROPER FLASHING AND		9. LOCATE MAIN PHOTOCELL ON ROOF ABOVE ASSOCIATED ELECTRICAL PANEL, FACING NORTH, AND ADUSTS AS DIRECTED. PREVAITE MAINTENANCE CITEDIDE ESSENTIAL DESIGNATION OF THE PROPERTY	SWITCH IN ELECTRICAL ROOM BELOW, ADJACENT SHALL BE 120	VOLT, ALL CONTROLS SHALL BE SUTTABLE FOR USE WITH THE SPECIFIED CONTACTORS PROVIDE QUANTITIES OF THE CHARLE OF THE SHALL BE SUFFIED OF THE VARIANCE STREAM OF	10. ALL PENETRATION THROUGH EXTERIOR WALL AND ROOFS	REEN TO PROJECT MANUAL FOR ADMINIVAL INFORMATION. PROVIDE ESCUTCHEON PLATES WHERE WALL FENETRATIONS.	11. AL SCREW COVER JUNCTION BOXES WHICH ARE ACCESSIBLE	FROM GRADE LEVEL SHALL UTILIZE TORN HEAD SCREWS. 12, ALL 120V RECEPTAGLES ON RODES, IN KITCHENS.	CONCESSONS, IN FLORM BOXES, IN SERVERY, LICKERS, AMINIOR CLOSETS, RESTROOMS OR WHEREVER WITHIN 5 FEET OF SINGS SHALL BE GFOT TYPE.	13. ALL EXTENIOR RECEPTACLES SHALL HAVE NEC 2008 COMPLANT OF OF FEATURE.			ELECTRICAL SHEET INDEX	00.1 ELECTRICAL SYMBOL, LEGEND, NOTES & ABBREVAITONS 00.1 LUMPL LENET POMER PLAN 00.2 LUMPL LENET SPECIAL SYSTEMS PLAN 01.3 LUMPR LENET LURINN PLAN 01.1 FIRST FLOOR POWER PLAN			
cr.	© WALL MOUNTED J-BOX WITH INPUT/OUTPUT RCA JACKS, PROVIDE 1"C. WITH			4) 12" WALL MOUNTED "AA" BATTERY OPERATED ANALOG CLOCK WITH WIRE CLUARD, WHELEES SINCHROUNDEN VA OPER—THE—ARR N.I.ST., STOWL, JACABOSSE TECHNOLOGY NO. WIT—SYZER, DREABLE DAYLIGHT SANNES EUROTION.	(S) WALL MOUNTED INTERCOM SPEAKER, WIRING AND BACKBOX, WHERE MOTED "MP", EDOMINE OF IND. OVER META WARDING RESIDENTED AND IT AND WIN OWN.	© CELING MOUNTED INTERCOM SPEAKER, WIRING AND BACKBOX, PROVIDE INTEGRAL	VOLUME CONTROL KNOS, ACCESSIBLE THROUGH FACE OF BAFFLE, PROVIDE RECESSED OR SURFACE BACKGOX TO SUIT APPLICATION.	DS): SPECIALIY SOUND SYSTEM SPEAKER, AS NOTED. RETER TO SPECIFICATIONS.	(Q) MICROPHONE OUTLET BOX AT +18" A.F.F., U.N.O. PROVIDE JACK AND 3/4" C. WITH CABLING TO AMPLIFIER, U.N.O.	® FLUSH FLOOR MOUNTED MICROPHONE JACK WITH BRASS TRIM AND 3/4" C, WITH		© CELLING MOUNTED J-BOX WITH MICROPHONE WCK AND CARBLING.		ET DISCONNECT SMITCH, FUSED, SIZE TO SUIT LOAD, ENCLOSURE TO SUIT LOCATION. FOR COMMINATION PIETED INSCIDENCET SWITCH AND MARKETIC MOTION STATETED AS		MAGNETIC MOTOR STARTER, SZE TO SUIT LDAD, ENQLOSURE TO SUIT LOCATION. TRANSFORMER, AS NOTED.		BLECTRICAL SERVICE BUTRANCE EQUIPMENT, RETER TO SINGLE LINE DIAGRAM: 60 METER STONET	Р	CO WIP 24 VOLT FIRE ALARM BELL WITH METALLIC HOUSING AND DOME CUARD.	[7] FIRE ALARM PULL STATION AT + 48" A.F.F., U.N.O. PROVIDE INTEGRALLY ALARMED POLYCARBONATE VANDAL SHELD.	DO FRE ALARM AUDIO-YISIAL DEVICE WITH ADJUSTABLE YOLUME AT +86" A.F.F., TO CENTER LINE LING.	PE WP FIRE ALARM AUDIO DEVICE WITH ADJUSTABLE VOLUME AT + 9" A.F.F., U.N.O.			EI FIRE ALARM CONTROL MODULE UNIT.		THE ALARM GAS VALYE OR SPRINGLER VALVE TAMPER SWITCH CONNECTION OF PIRE ALARM SYSTEM MONITORNG POINT FOR ANSUL FIRE SUPPRESSION SYSTEM.		S FIRE ALARM HEAT DETECTOR, CEILING MOUNTED. COMBINATION 135 F AND RATE OF RISE.	THRE ALARM DUCT SMOKE DETECTOR WITH REMOTE LED AND TEST STATION, WHERE DUCK SMOKE DETECTORS ARE OWNGALED ABOVE CRILING, PROVIDE TEST STATION FLUXH IN CEILLING JANACKYI TO DETECTOR.	S DOCK COHTROL PROMISIONS AND DOCK STATUS MONITCIBNG DEVICE PROVIDE 3/4°C. TO ACCESSIBLE CELLING SPACE FROM HANDY BOX PACING DOWN IN FRAME AT		I FLUSH MULTI-SERVICE FLORE BOX WITH CAPPET TRIM WITH (2) DUPLEX GROUP RECEPTIONES AND (2) RAI-45 GROTA, MONS WITH 106 STITE. DUPLEX. LEGIOND REPAIRS SPRES OF EQUAL, BOX AND THIM SHALL BE ZOON UE SCHOLD WITH COUNTUM.	O' MOTOR GUTLET AND MOTOR CONNECTION.				
HS PROJE	Ľ							<u>×</u>	_								_				_						_			_									
ELECTRICAL SYMBOL LEGEND -NOT ALL SYMBOLS ARE USED ON THIS PROJECT	PACEMAY CONCEALED IN WALL OR CEILING, (2) \$12, (1) \$12 GRD. IN 1/2" C. U.N.O.	RACEMAY CONCENED IN FLOOR, UNDER FLOOR, OR UNDERGROUND. 2# 12, 1 #12 GRD. IN		——————————————————————————————————————	GROUND, SIZED ACCORDING TO CODE, U.M.O.	E	,		O CELLAG SURFACE OR RECESSED MOUNTED LIGHT FIXTURE AND OUTLET.	Г	FLUMESLEN FIXINK AND CONE.			PEXT LIGHT FIXURE AND DUTLET, PROVIDE FACES AND DIRECTIONAL ARROWS AS REQUIRED. BACK MOUNT TO WALL WHEREVER POSSIBLE.	DUAL TECHNOLOGY PRESENCE SENSOR FOR CONTROL OF LIGHTING CREAT AND TELEVISION PROSPERALE, WHISE MICHAEL PROVINCE CONTROLETE IN PLACE WITH POWER PARK EVALUATION CONTROL AND ANTICOMES AND		5. WALL DRIMER SMICH AT 448" U.N.O., LUTRON AS NOTED 4. IENTON OSSAULED PLAN TECHNOLOGY WALL BOX OSCUPANTY SENSOR 448" A F F		THREE WAY TOCKLE SWITCH AT + 48" AF.F., U.N.O.	\$, FOUR WAY TOCOLE SMITCH AT + 48" AF.F., U.N.O.	\$, 995T TOGGLE SMITCH AT + 48" AFF., U.N.O. SUB SCRIPT LETTER INDICATES FIXTURES CONTROLLED.					HALL MOUNTED DUPLEX COMPUIBNES RECEPTAGE AT 418" A.F.", U.N.O., WHERE NOTED "WP." PROVIDE NOTED "WP." WEATHER RESISTANT GET THE AT 418" WITH DEP	ROOF NEED NOT NEW LOCKARE COVER, LOCKARE COVERS SHALL WHE HASE FOR OWNER PUBLISHED PAULOCK, WHERE NOTED "PRIC", PROVIDE RECEPINALE, LOCKAED PER ENC.	NALL MOUNTED GFC DUPLEX CONVENIENCE RECEPTACLE, AT 6" ABOVE BACKSPLASH AT	COUNTERFOR U.M.O. REFER TO ANCH. ELEVATIONS FOR EXACT LOCATIONS. WALL MOUNTED STARPLEY CONC. REDESSED CONVENIENCE BECRETARY F. AT MARKET IN M.	u	GP WALL MOUNTED RECESSED DUPLEX RECEPTABLE +18" AF.F. U.N.G. MOUNT IN LEGRAND TYZHYN BOX. BOX. P.D. P.D. <td< td=""><td>WALL MOUNTED DOUBLE DUPLEX CONVENIENCE RECEPTACLE AT +18" AFF., U.N.O.</td><td></td><td>CONTINUED METALONICE RESPONDED, AS NOTED, AT 445" A.F.F., UAIO, VEREY NEAR CONTINUED METALOR WALL DRIVER RECEPTALIZES SAML BE FOLK-PRONG WITH BRANCH GROUNTY CONSISTING OF 1900 \$10 PANSE CONDUCTIONS, DAY \$10 NEUTRAL AND ONE \$10 GROUNDING</td><td>"OP WALL MOUNTED DUPLEX RECEPTACLE WITH (2) 3,1AMP USB CHARGING PORTS 48 APF U.N.O.</td><td>EINTER OUTLET BOX 12" ABOYE CELING FOR WRELESS ACCESS FOURT, PROVIDE 1"C, WITH BUSSHING TO CHIEL TRAY OR ACCESSING CELING SPACE FROM ONE GANG RING ON 4" SQ.</td><td></td><td>© BLECTRICAL CONNECTION,</td><td>ביים ביים ביים ביים ביים ביים ביים ביים</td></td<>	WALL MOUNTED DOUBLE DUPLEX CONVENIENCE RECEPTACLE AT +18" AFF., U.N.O.		CONTINUED METALONICE RESPONDED, AS NOTED, AT 445" A.F.F., UAIO, VEREY NEAR CONTINUED METALOR WALL DRIVER RECEPTALIZES SAML BE FOLK-PRONG WITH BRANCH GROUNTY CONSISTING OF 1900 \$10 PANSE CONDUCTIONS, DAY \$10 NEUTRAL AND ONE \$10 GROUNDING	"OP WALL MOUNTED DUPLEX RECEPTACLE WITH (2) 3,1AMP USB CHARGING PORTS 48 APF U.N.O.	EINTER OUTLET BOX 12" ABOYE CELING FOR WRELESS ACCESS FOURT, PROVIDE 1"C, WITH BUSSHING TO CHIEL TRAY OR ACCESSING CELING SPACE FROM ONE GANG RING ON 4" SQ.		© BLECTRICAL CONNECTION,	ביים ביים ביים ביים ביים ביים ביים ביים

SWAIIT ASSOCIATES LTD ARCHITECTS AR

PROVIDE CIRCUIT LABEL AT ALL EXISTING AND NEW RECEPTAGLES PLATE COVERS.

PATON FOR CONTROL CONTROLS LEVEL CONTROLS LEVEL CONTROLS REASON

NEW TELE/DATA AND POWER POLE PROVIDED BY SYSTEM FURNITURE INSTALLER.

PHOPOTE, INFO STITLA FORMURE POWER COMMECTION 1—80X ELAW, PATE AT COLUMN WALL POWER TO PRODUCE FIRM, I.DEBUEL CONCERNING WAS INCEPTIALE FOUR C STITLA FORMURE RECEPTACLES AND WINKING BY OTHERS. OF WITH NEW SYSTEM PARMITTEE TREFAILS AND WINKING BY OTHERS. OF COORDINATE ALL RECURRENTS.

ELECTRICAL KEYNOTES THIS SHEET

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Tucson AZ, 85701

5. FLUSH WULTI-SERVICE FLOOR BOX WITH CARPET TRAW WITH (2) DUPLEX GFO RECEPTACLES AND (2) RL-45 DATA, JACKS IN 105 STATE PLATES, LEGSAND REDGE SERVIES OR EQUAL, BOX AND TRAW SHALL BE ZOOS UI, SCRUB WATER COMPLANT.

SYSTEM FURNITURE WITH (3) RECEPTACLES AND (2) CIRCUITS PER STATION, CONNECT CIRCUIT NUMBERS AS SHOWN.

POWER AND DATA OUT, ET BOX WITH RECESSED JACKS AND POWER RECEPTACLES FOR CONCENDED SERVED OS SKEEDY/IV (LEGNAN) ETSB4) In 72'- CONTRIBUTE DACT PLACEMENT WITH SCREEN INSTALLATION DRAWNINS AND/OR ARCH, DRAWNES, COORDINATE, ALL RECUIREMENTS.

EXISTING RECEPTACLES IN THIS ROOM TO REJAIN, CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND PROVIDE NEW RECEPTACLE TO MEET LIYOUT AS SHOWN, (3) MINIMUM PER ROOM. PROVIDE CELLING RECEPTACLE FOR PROJECTOR, COORDINATE ALL REQUIREMENTS, VERIFY NEED FOR THIS W/CAT,

 SMILAR TO KENNOTE #9 PLUS ADD RECEPTACLE FOR WALL MONITOR/TV (K-NOTE #7). SIMILAR TO KETNOTE #9 PLUS ADD RECEPTACLE FOR WALL MONITOR/TY (K-NOTE #7) AND FLOOR POKE—THRU (K-NOTE 5).

12. DOSTING HANG ELECTRICAL COMPECTIONS TO REMAN, RECOVERED HAND TO NEW
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15. PROWIDE NEW PANEL PER PANEL SCHEDULE AND ONE LINE DIAGRAM, SHEETS E6.1 & E4.0. COORDINATE LOCATION WITH OWNER.

16. PROVIDE (3) CELLING MOUNTED L5—30 RECEPTACLES WITH DEDICATED CIRCUITS. COORDINATE WITH OWNER.

18. FLUSH MULTI-SERMICE FLOOR BOX WITH CARPET TRIM WITH (2) DUPLEX GFCI RECEPTACLES, LEGRAND REPACE SORIES OR EQUAL, BOX AND TRIM SHALL BE ZOOD, STANUB WATER COMPLIANT. 17. PROVIDE DEDICATED CIRCUTE FOR WHITE NOISE GENERATOR, COORDINATE WITH OWNER.

COMBANDA BROWNERS INC.
COMBANDA BROWNERS
1926 East P. Lovel Boat Solie 200
15401 Second Lines Inc.
15401 Second Inc.
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LOWER LEVEL - POWER PLAN





SWAIN ASSOCIATE LIE ASSOCIATES LIE

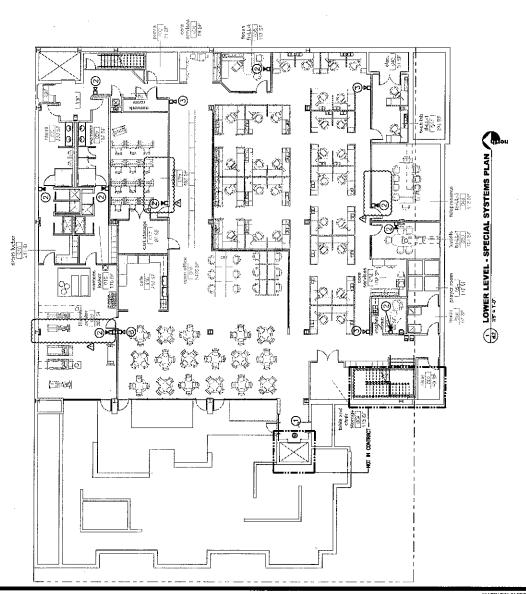
- 2. PROWDE NEW COMPATIBLE FA DEVICE, INTERCEPT/CONNECT TO EXISTING FA LOOP.

1429,01

date 7.22.16

CONTRIBUTION SILVENTS

- 3. RELOCATED EXISTING DEVICE EXTEND LOOP WIRING AS REQ 4. PROVIDE NEW COMPATIBLE SMOKE DETECTOR FA DEVICE, INTERCEPT/CONNECT TO EXISTING FA LOOP.
- 5. EXISTING FIRE ALARM SYSTEM TO BE MODIFIED TO SUIT NEW BLUDING CONNITIONS. NEW A/V DEVICES ARE ADDED AS SHOW UPDATE ALL SYSTEM PROGRAMMING TO ACCOMMODATE NEW DEVICES AND CONITIONS.



ZINSWING PRINE ONKENTS

EXCENIC 2X4 LED FIXTURE WITH BILLEVEL SWITCHING, 3500K 45W PROVIDED BY OTHERS, WIRE LIGHT FIXTURE FOR LOW LEVEL CUIPUT. SEE LIGHTING NOTES FOR REQUIREMENTS ON EACH LEVEL SAME AS 'EM' EXCEPT MODEL LITHONIA ELMLI FINISH LPOBUS LTP SERIES (2X2 RECESSED LED FIXTURE RATED 3500K, 2000LUMENS M-VOLT, LITHONIA 2ALL2CITAF SERIES OR EQUAL. 2X4 RECESSED LED FIXTURE PATED 3500K, 2000LUMENS M-VOLT, WITH FLANGE KIT, LITHONIA 2ALLZCITF SERIES OR EQUAL. ("X4" RECESSED LED, FLANGED MOUNTING, 125" A12 LENS, 3000 LUMENS, LITHONIA GTL4 SERIES OR APPROVED EQUAL. CELLING MOUNTED LED BATTETY EMERGENCY LIGHT CONNECTED TO UN-SWITCHED LIGHTING CIRCLIT. LITHONA ELMEZ—LED SERIES. 5W, 2267 LUMENS, LED SHOWER LIGHT, 5", KIRLIN LRR-05435 FERIES OR APPROVED EQUAL RECOATED EXIT LIGHT FIXTURE, PROMIDE NEW BATTERY. SAME AS 'A' EXCEPT WIRED FOR BI-LEVEL SWITCHIN ➂ (1) 3 (4) 60 8 6 \odot NEW LICHT FIXTURES -PROVIDED AND AND INSTALLED BY CONTRACTOR RETROFFTED EXISTING FIXTURES

A. RETROFIT LIGHT FIXTURES WITH OWNER PROVIDED KIT FOR TYPE. AND "A1" FIXTURES. LOWER LEVEL LIGHTING NOTES:

B. ALL OPEN AREA LED LIGHT FIXTURES SHALL BE WRED TO PROWIDE LOW LIGHT, 60% OUTPUT.

C. BI-LEYEL SWITCHING AT ALL CLOSED OFFICES.

REFER TO ARCHITECT'S COORDINATED REFLECTED CEILING PLAN FOR EXACT FIXTURE LOCATIONS.

A) TP.

Sec.

LOWER LEVEL - LIGHTING PLAN

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

MONEY SHOWN TO THE CONSTITUTION OF THE CONSTIT

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SWall ASSOCIATES LIT ARCHITECTS AW

NEW MAIN OPEN AREA LIGHTING CONTROL SWITCH. PROVIDE NEW 30A/4P LIGHTING CONTACTOR.

PROVIDE UNSWITCHED WIRE TO CONNECT EXTLIGHTS, NIGHT LIGHTS AND EMERGENCY LIGHTS, USE EXISTING UNSWITCHED CIRCUIT.

PROVIDE COMBINATION OCCUPANCY SENSOR, DAY LICHTING SENSOR AND TWO SMICH-YFELTY WILLBOX LUCHTING CONTROLLER WITH DECORA PLATE, NOTE PHINE, LEPTON OSSIMO-MOI SERIES.

PROVIDE BI-LEVEL LIGHTING WIRING TO LIGHT FIXTURES IN CLOSED OFFICES

.W.S.

3 1

EXISTING 2004/3P/4W 120/20BV LIGHTING PANEL.

PROVIDE 0-10Y DC DAMMER CONTROL AND LIGHT FIXTURE EQUIVALENT TO PROJECT FIXTURE WITH DIMMING TO 1X CUTPUT.

PROWIDE LARGE AREA GOCUPANCY SENSOR FOR CONTROL OF LIGHTING DESIGNAL INTEGRACE, SENSORS WITH LIGHTING PER MANUFACTURER'S WIRHING DIGISHMA TYPICAL.

LIGHT FIXTURE SCHEDULE CONTINUATION A PREASE

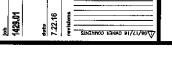
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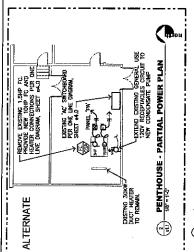
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SWall ASSOCIATES LIT ARCHITECTS AL

BUSING PANEL TO REMAIN CIRCUIT NUMBERS ARE FOR REFERENCE ONLY, RESEE EDSTRUCK OFFICIES ABANDOND THROUGH EDMOUTION, IF ANALAGE, CHOME PANEL SCHEDLES TO ENEETY AG-BUIL CONDITION, IF PRODE NEW THE WRITCH DIRECTION WITH NEW ROOM NUMBERS AND REGIS. IN SACH PANEL. **ELECTRICAL KEYNOTES**

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(2)

terin room freed (gaves)

PROVIDE NEW SYSTEM FURNIUME POWER CONNECTION J-BOX WITH BLANK LATE AT COLUMN ON WILL, WORKE TO PROVIDE MYSTEM THANK, ELEGIBLE CONNECTION, ROOMEN NEW HOURINN TO PARKEL AND PROVIDE NEW HOURINN TO PARKEL AND PROVIDE OF COURS. SYSTEM FURNIUME RECEPIACLES AND WRING OF OTHERS, COROUNG WITH ARE SYSTEM, FURNITURE TELEPIAIN CONNECTION J-BOX. COORDINATE ALL REQUIREMENT.

NEW TELE/DATA AND POWER POLE PROMDED BY SYSTEM FURNITURE INSTALLER.

PROVIDE CIRCUIT LABOL AT ALL EXISTING AND NEW RECEPTACLE PLATE COVERS.

HUBELL SYSTIM ONE STREPTIT OR SIMILAR LESPAND/MIRBADLD 8* PORCHARLY, DOLUMN BAY SERIES WITH \$25 PLACE ESPESS/SLIDE PERESS DOVER BRACS COPER, WITH \$27 ADAL TOVA RECEPTALES AND \$27 TELFLOAM CATES, ANDES AND \$27 CATES OF ORELES TO ID! ROOM ROUTE AND PARTIES AND \$28 PLACE AND PARTIES A

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Secretary (CAS)

P14-38

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THIS LEVEL

SYSTEM FURNITURE WITH (3) RECEPTACLES AND (2) CIRCUITS PER STATION, CONNECT CIRCUIT NUMBERS AS SHOWN.

POWER AND DATA CULLET BOX WITH RECESSED JACKS AND POWER RECEPTACLES TOR CONCENSED. SERVED ET STREEDLYY (LERBAND ETS) H-72." COROBINATE EACH FACEMENT WITH SCREEN INSTALLATION DRAWNISS AND/OR ARCH, DRAWNISS, COORDINATE AL REQUIREMENTS.

PROVIDE CELLING RECEPTACLE FOR PROJECTOR, COORDINATE ALL REQUIREMENTS, VERIFY NEED FOR THIS W/CAT.

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EXENDE RECEPTACLES IN THIS ROOM TO REMAIN, CONTRACTOR SHALL, VERINT DUSTING CONDITIONS AND PROVIDE WAY RECEPTACLE, TO MEET LYCOT AS SHOWN, (3) MINIMUM PER ROOM.

SIMILAR TO KEYNOTE #9 PLUS ADD RECEPTACLE FOR WALL MONITOR/TY (K-NOTE #7). 10.

SIMILAR TO KENNOTE #9 PLUS ADD RECEPTACLE FOR WALL MONITOR/TY (K-NOTE #7) AND FLOOR POKE-THRU (K-NOTE 5).

12. BISTING HAVE BLECTROAL COMMECTIONS TO FIGHAN, CONTRACTOR SHALL RELIGIOUS (N. MY) DOUT HATRE COMPETION TO HAY DOUTWORK FOR PROCEEDINGS, COORDINATE, WITH MEDIAMOLD CONTRACTOR FOR PRESIDENT OF RECORD MAY TO BE PROTIED TO HAVE DESCRIPTION OF SET OF RECORD DAMMINGS/KS BUILT DEARNINGS.

13. NOT USED.

Prodelio Fire 1-3

focus fota

fears 16-7-2

FOSTIS TO CONTRACT (COST)

FIRST FLOOR - POWER PLAN

15. PROVIDE NEW PANEL PER PANEL SCHEDULE AND ONE LINE DIAGRAM, SHEETS E6.1 & E4.0.

16. PROVIDE (3) CEILING MOUNTED L5-30 RECEPTACLES WITH DEDICATED CIRCUITS, COORDINATE WITH OWNER.

PROVIDE DEDICATED CIRCUIT FOR WHITE NOISE GENERATOR, COORDINATE WITH OWNER,

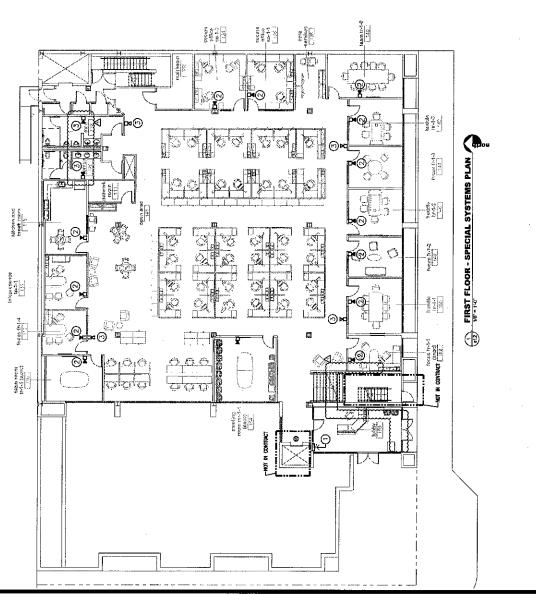
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ENGINEERING INC

ONSULTING ENGINEERS
1978 EAST F. LOVEL DESINESS
1978 EAST F. LOVEL SHOPE TO THE TOWN
SWAIIT ASSOCIATES LT

97 E. CONGRESS PIMA COUNTY OFFICE BUILDING

3. RELOCATED EXISTING DEVICE EXTEND LOOP WIRING AS REQUIRED. 2. PROVIDE NEW COMPATIBLE FA DEVICE, INTERCEPT/CONNECT TO EXISTING FA LOOP.



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LIGATE, THOSE AND EXTEND DESIGNED LIGHTNE CHEMIC PROBLEMS TO PARE, RECONNECT/ESTEND TO NEW CRICUIT REDAKER POSSITION AND REPARKE POSSITION AND REPARKE POSSITION AND REPARKE POSSITION AND REPARKE FOR REFERENCE.

RECLUES EXISTING ARBADONED CRICUITS THREADER, REPORTED REPARKED FOR THE PARE PROBLEMS. OF SHALL BE VAIL IDENTIFY CONTRACTOR. ELECTRICAL KEYNOTES THIS SHEET

darbe 7.22.16

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SWAIN ASSOCIATES LT ARCHITECTS A

 NEW MAIN OPEN AREA LIGHTING CONTROL SWITCH. PROVIDE NEW 30A/4P LIGHTING CONTACTOR. 3. PROVIDE UNSWITCHED WIRE TO CONNECT EXT LIGHTS, NIGHT LIGHTS AND EMERGENCY LIGHTS. USE EXISTING UNSWITCHED CIRCUIT.

4. PROVIDE COMBINATION OCCUPANCY SENSOR, DAY LIGHTING SENSOR AND THO SWITCH/YELLY WALLED'S LIGHTING CONTROLLER WITH DECORA PLATE, WORY FINISH, LEWTON OSSMO-MOI SERIES.

5. PROVIDE BI-LEVEL LIGHTING WIRING TO LIGHT FIXTURES IN CLOSED OFFICES. EXISTING 2004/3P/4# 120/208V LIGHTING PANEL.

7. CONNECT TYPE 'C' FXTURES IN RESTROOMS TO EXISTING CIRCUTRY AND PROVIDE MOTION SENSORS.

V 08/13/16 OWNER COMMENIA

A. RETROFIT LIGHT BÄTLIRES WITH OWNER PROVIDED KIT FOR TYPE.
AND 'AI' FRITURES. FIRST LEVEL LIGHTING NOTES.

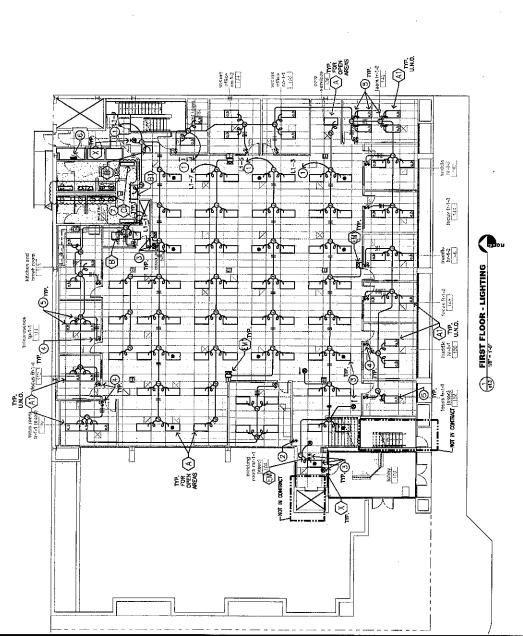
B. AL OPEN AREA LED LIGHT FIXTURES SHALL BE WIRED TO PROVIDE LOW LIGHT, BUX OUTPUT.

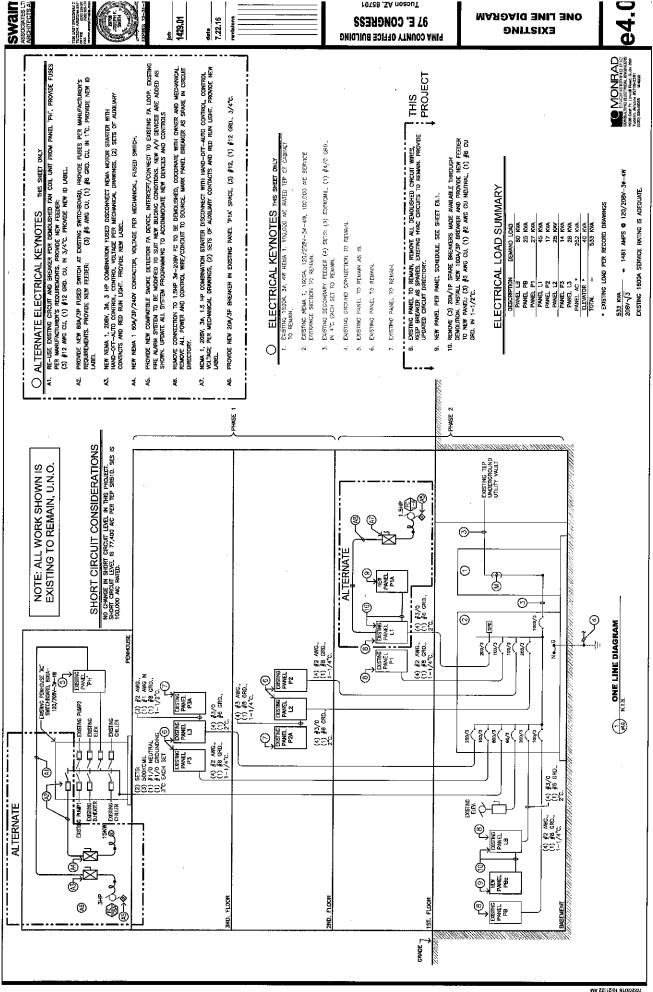
C. BI-LEVEL SWITCHING AT ALL CLOSED OFFICES.

D. REFER TO ARCHITECT'S COORDINATED REFLECTED CEILING PLAN FOR EXACT FIXTURE LOCATIONS

E. REFER TO FIXTURE SCHEDULE, SHEET £2.3.

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





Tucson AZ, 85701

ENGINE FERING INC CONGULTING INCTINGAL BIGGINESS 1926 GET P. Langle Topic Sule 200 1920 BA-COM MIRROR

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BAMEL SCHEDULES

97 E, CONGRESS

PIMA COUNTY OFFICE BUILDING

date 7.22.16

NO DEMAND LOAD:
DEMAND LOAD:
DRIOTES: NEW BREAKEN, HEW WIRE,

26.2 kva 26.2 kva

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DEMAND AND AND SAPERAGE
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REPORTS: ENGINE MECHANICAL
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TYPE: EXISTING			•	10,000 M	10,000 MINIMUM A.I.C. RATING	A.I.C. RA	TING			TYPE	TYPE: EXISTING	øl			10,000	10,000 MINIMUM A.I.C. RATING	ALC. RAT	JNG DNIT			TYPE: BOLT ON	LON			10,000	10,000 MINIMUM A.I.C. RATING	LIC, RATE	٩		
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LOCATION: ELECT. ROOM, LEVEL 3	F. ROOM	A, LEVE	Ę		SURFACE		×			LOCAT	LOCATION: ELECT.ROOM LEVEL, 3	CTROO	IM LEVEL	۳ ب		SUR	SURFACE	×			LOCATION: FIRST LEVEL	FIRST LEY	百			SURFACE	× ×	1		
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MA SCHOOL BRUSSEN

2 20 DUCTHEAT

SWAIIT ASSOCIATES LIT ARCHITECTS AN

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MOUNTING FLUSH SURFACE

100 A BUS 100 A. MAIN LUGS ONLY LOCATION: LOWER LEVEL, RM.038

×

LOCATION: ELECT.ROOM LEVEL 3 200 A BUS 200 A. NAIN LUGS ONLY

×

ENCLOSURE: NEWA 1

10,000 MINIMUM AJ.C. RATING

120/20B VOLTS,

EXISTING PANEL NAME: PB TYPE: EXISTING MOUNTING FLUSH SURFACE

LOCATION: ELECT. ROOM, LEVEL 3

100 A BUS 100 A. MAIN LUGS ONLY

ENCLOSURE: NEMA 1

10,000 MINIMUM A.I.C. RATING MOUNTING FLUSH

EXISTING PANEL NAME: LB TYPE: EXISTING

NEW PANEL NAME: PB8 TYPE: BOLT ON ENCLOSURE: NEMA 1

19,000 MINIMUM A.I.C. RATING



swain



FLUSH IN WALL 4" X4" J-BOX W/ADEQUATE MOUNTING BRACKETS PROVIDE ADEQUATE RING NEUTRAL CONDUCTOR (1) PER CIRCUIT

RECEPTACLE

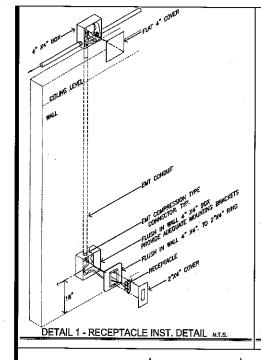
SQUARE COVER FOR DUPLEX RECEPTACLES

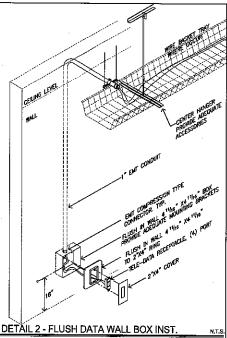
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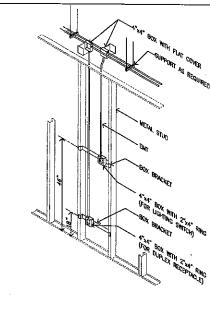
7.22.16

PIMA COUNTY OFFICE BUILDING 97 E. CONGRESS

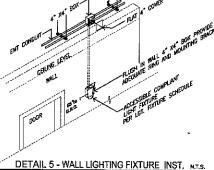
ELECTRICAL DETAILS









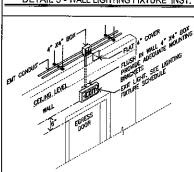


DETAIL 4 - QUAD RECEPTACLE INSTALLATION N.T.S.

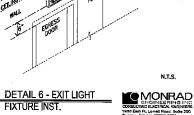
BOX GROUNDING PIGTAIL ----

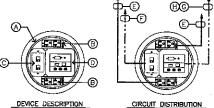
PHASE CONDUCTOR GROUNDING CONDUCTOR-PHASE CONDUCTOR

RECEPTACLE -



DETAIL 6 - EXIT LIGHT FIXTURE INST.



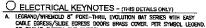


CIRCUIT DISTRIBUTION



DEVICE DESCRIPTION CIRCUIT DISTRIBUTION

ф-©



- CABLE EGRESS/SLIDE EGRESS DOORS BRASS COVER, PER SYMBOL LEGEND. OR SIMMAR SYSTEM ONE HUBBE.

 9. SIDE MOUNT 2004/120V DUPLEX RECEPTALLE WITH MOUNTING ACCESSORIES. PROVIDE PERMANENT LABEL WITH (2014) INJURIER AND LADD (ESCRIPTION. C. DATA MOUNTING PLATE WITH (2) JACKS FOR CATGO CABLES TOR COMMUNICATIONS. PROVIDE PERMANENT LAB LADD LADD (SACRES FOR CATGO CABLES TOR COMMUNICATIONS. PROVIDE PERMANENT ID LABEL.

 10. SPACE FOR HOME, SYMA, AND AUDIO JACKS AT CONFERENCE ROOM ONLY. PROVIDE ROCKLING FOR HOME ON ONLY.

 11. PROVIDE ROCKLING FOR THE DISTORTING FLAT PANEL DISPLAY.

 12. CATGO CABLES TO MOP/IDF VAA BASKET TRAY OR CONDUIT PER 'T' DRAWINGS

 14. LEGRAND/MIRKHOLD BY POKE—THRU EVOLUTION BAT SERES AND SURFACE. FURNITURE FEED ASSEMBLY COVER, WITH 3/4" SCREPT PLUS OPDERING

- FURNATURE FEED ASSEMBLY COVER, WITH 3/4" SCREW PLUG OPENEING FOR POWER WIRES AND 2"-1%" SCREW PLUG OPENEING FOR DATA CAGLES. PER SYMBOL LEGEND.
- J. (X) OR (X) CATEG CABLES TO MDF/IDF ROOM PER 'T' DRAWINGS.

PROVIDE PERMANENT LABEL AT EACH POWER AND DATA OUTLETS.

- PAYMER PRIMARY TO SEE AT 1960 FOREX AND BASE OUTLETS.

 COORDINATE POICE—THRU INSTALLATION WITH EQUIPMENT, ARCHITECT DRAWNING AND LOWER LEVEL STRUCTURE AND INSTALLATIONS.

 BRASS COVER PROPESED, FINAL SELECTION BY ARCHITECT.

 PROVIDE GRE SCAN PRIOR TO CORE DRILLING HOLE.

 PROVIDE STRUCTURAL ENGINEER APPROVAL PRIOR TO START WORK.

DETAIL 8 - CONFERENCE ROOM 6" POKE-TRHU DETAIL (FOR A/V, DATA AND POWER)

DETAIL 7 - CONFERENCE ROOM (A/V) 8" POKE- TRHU INSTALLATION DETAIL

STOPPORT, Z.C. M/VOEONVALE

N.T.S.

WALL MOUNTED OUTLET BOX FOR DURESS SIRBN/STROBE & 9'-0'A.F.F. (1) 3/4"C. FROM BOX TO CELUNG SPACE.

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SWAIN ASSOCIATES LT

- 2. 1-1/4°C. FROM J-BOX TO CELLING SPACE & (1) 1-1/4°C. FLEX FROM J-BOX TO SYSTEM FURNITINE. PROCE WAY. (1) 1°C. FROM J-BOX TO CEILING SPACE & (1)
- 5. 1-1/2°C. FROM J-BOX TO CELLING 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
- (2) 3°5 FROM ROOF TO LIDERROAL STRANGE, AT SEC, CORNER OF LOMES LINEL, ALSO PROMOE (1) TO SLIDERROAL STRANGE, AT SEC, CORNER OF LOMES LINEL. BIND CHAULTS TO GROUP CHAULTS. 6. Existing data rack, remove existing patch panels and promise new catsa 48 port patch panels.
 - (1) 2°C. FROW FLOOR BOX TO WALL SCREEN BOX & (1) 1°C. FROM FLOOR BOX TO CEILING SPACE, SAW CUT FLOOR AND PATCH TO MATCH EXISTING FLOOR.

-NOT IN CONTRACT

TELCOMMUNICATIONS SYMBOLS

₽₽ 1429.01

date 7.22.16

- TELEDATA OUTLET 0 +18" AFF., U.M.O. 1"C. FROM BOX TO CELLING SPACE. (2) CAT 6A JACKS & (2) CAT 6A CABLES FROM JACKS TO PATCH PANEL IN IDF ROOM PACK.
- TELEDATA OUTLET IN SYSTEMS FURNITURE. (2) CAT 5A JACKS & (2) CAT 6A CABLES FROM JACKS TO PATCH PAMEL IN IDF ROOM RACK. Wall mounted J-Box for system furnture teledata cabung, conduit per Keynote, Coordinate with Power J-Box.

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UP TO ROOF ဉ စ

10 Sept.

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71 SF

Correction of Series

- TELEDATA AND POWER POLE FOR SYSTEM FURNITURE. COORDINATE WITH POWER CABLING
- LEGRAND/PRIEGROLD 8" POXE—THRU, ENCLUTION BATZ, SCHES WITH EASY CABLE EGRESS/SLIDE EGRESS/SLIDE EGRESS/SLIDE EGRESS/SLIDE EGRESS/SLIDE EGRESS DOUGE REAS CAPLE, WHI (2) ZOAT-EVEN RECEPTAGLES AND (2) ELEL/DAYA CATRAL ABOCA ROUM, ENCRY ENCORP. ROOM, ROOM, FORM COMPACT AND THE TOWER AND DAYA COMPUTIVE STRUMES THROUGHOUS.
- FLUSH CELUNG MOUNTED TELEDATA OUTLET FOR CAMERA. (1) CAT 6A JACK & (1) CAT 6A CABLE FROM JACK TO PATCH PANEL IN DF ROOM RACK, CAMERA IS BY CATERPILLAR. ç V O
 - WALL MOLINTED OUTLET BOX $\Phi+42^{\circ}$ A.F.F. FOR CARD READER. (1) $3/4^{\circ}$ C. From Box to ceiling space. Card reader and carling by Caterphilar. WALL MOUNTED OUTLET BOX ABOVE DOOR, CONTACTS. (1) 3/4"C. FROM BOX TO CELLING SPACE & (1) 3/4"C. FROM BOX TO LATCH SIDE DOOR MULLION, CONTACTS AND CABLING BY CARLING. 0
 - WALL MOUNTED OUTLET BOX +96"A.F.F. FOR MOTION SENSOR (1) 3/4"C. FROM BOX TO CELLING SPACE, MOTION SENSOR AND CAGLING BY CATERPILLAR. 1

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- RECESSED POWER/LANK BOX (LEGNAD ESSA) FOR WILL SERVE 9 + 77 575 , UALD 17°. FROM RECESSED BOX TO CELING SWIZE (1) CAT 64, MAGS & (1) CAT 64 DELEN FOR THE SESSED BOX TO CELING SWIZE (2) CAT 64, MAGS & (1) CAT 64 DELEN FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE SWIZE FOR THE 8
 - THE MEMORIAN REPRESENDE MAY OUTLE BOX FOR PROJECTOR (1) CAT BA JACKS & (1) CAT BA CABE FROM JACKS TO PRICE PAREL IN DE TOOM ROCK, COORDINATE EVOLT PLACEMENT WITH PROJECTOR RESTALATION; COORDINATE ALL REQUIREMENTS. ⊽
- ABOVE CELLING OUTLET FOR WIFL (1) CAT GA JACK & (1) CAT GA CABLE FROM JACK TO PATCH PANEL IN 10F ROOM. RECESSED AUDIO/VIDEO WALL BOX BELOW WALL SCREEN, FIELD COORDINATE LOCATION WITH TENENT AND OWNER. PROVIDE 1-1/2°C. FROM THIS BOX TO SC BOX ABOVE. Ş ¥
 - RECESSED POWER/DATA BOX (LEGRAD EYSB4) FOR WALL SCREEN © +72" AFF. UND. 1"C. FROM RECESSED BOX TO CENIOR SPACE. (1) Or GA JACKOS, & (1) OUT OABLE FOR MOXING TO PARCH PARE. N IOF FOOM BOX, (1) 2"C. TO A/Y FLORE BOX NA ABOVE CELLAGE SPACE. UNDRES LATEL. CORPOUNTE EXACT PLACEMENT WITH SCREEN INSTALLATION, CORPOUNTE AL **△**SCF
- WALL MOUNTED OUTLET BOX FOR INTERCOM 0+42" A.F.F. (1) 3/4"C. FROM BOX TO CELLING SPACE. ⊟ 🗈





LOWER LEVEL - TELECOMMUNICATIONS PLAN

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6. Existing data rack, remove existing patch panels and provide New Catga 48 port patch panels. 2° C. From top entry of one box to top entry of NeXT box. Only one of the this two boxes has 2° C. Bottom entry from $0.A\sqrt{y}$ box 2. 1-1/4°C. FROM 1-BOX TO CELLING SPACE & (1) 1-1/4°C. FLEX FROM J-BOX TO SYSTEM FURNITURE PACE WAY. 1-1/2°C. FROM J-BOX TO CELLING SPACE & (1) 1-1/2°C. FLEX FROM J-BOX TO SYSTEM FURNITURE PACE WAY. ELECTRICAL KEYNOTES THIS SHEET DALY 4. SYSTEM FURNITURE CABLING VIA TELEDATA-POWER POLE. 7. (2) 3°C FROM ROOF TO LOWER LEVEL 5. EXISTING EQUIPMENT RACK,

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- TELEDATA OUTLET IN SYSTEMS FURNITURE. (2) CAT 64 JACKS & (2) CAT 64 CABLES FROM JACKS TO PATCH PAMEL IN 10F ROOM RACK. TREDAIN OUTLET . HE AFF., U.N.O. 1°C. FROM BOX TO CEILING SPACE. (2) CAT GA JACKS. & (2) CAT GA CABLES FROM JACKS TO PATCH PANEL IN 10F ROOM PACK.
- WALL MOUNTED J-80X FOR SYSTEM FURNITURE TELEDATA CABLING, CONDUIT PER KEYNOTE, COORDINATE WITH FOWER J-80X. teledata and power pole for system furniture. Coordinate with power cabling

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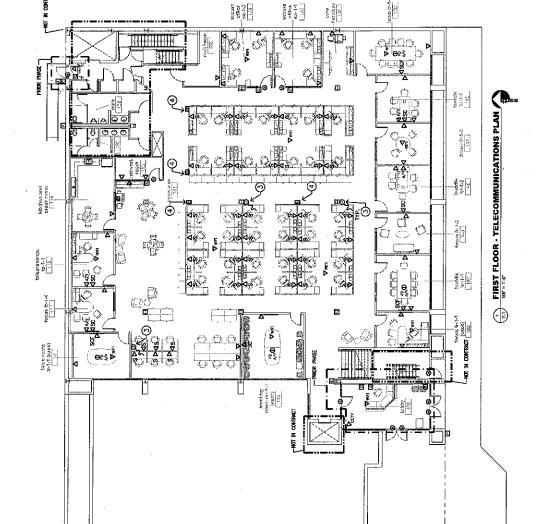
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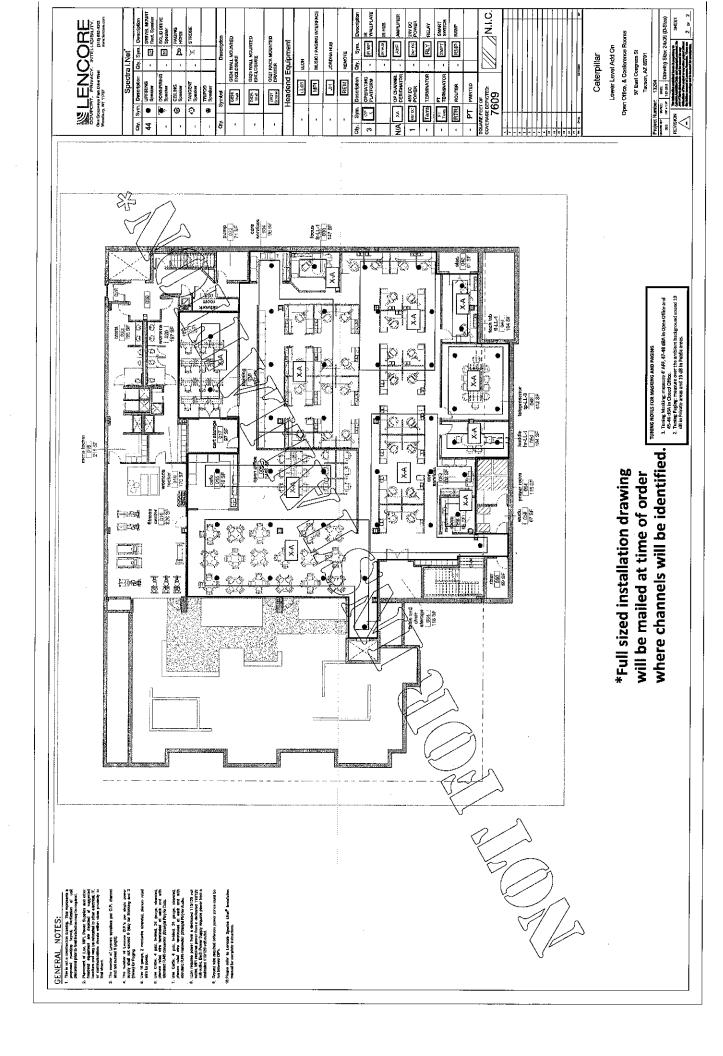
- LERRANJAMENDLO BY POKE—THRU, EVOLUTION BATCZ SERIES WITH EASY CABLE EGRESS/SLIDE ERRESS BOOKS BARSS COPER, MITH (2) ZEL-ZOP RECEPTAGES AND (5) TELF/DIALA CARRA ANCKS AND (2) CATLAR CABLES TO DIF BOOK, ROUTE POWER AND DATA CONDUT/WHENS THROUD LOWER LEVEL, CICLIANG, PROVIDE Z.C., FROM THIS BOX TO WALL SCREEN BOX, COORDINANTE ALL FRQUENDERFORTS.
- FILUSH CEILING MOUNTED TELEDATA OUTLET FOR CAMÉRA. (1) CAT 64 JACK & (1) CAT 64 CABLE FROM JACK TO PATCH PANEL IN 10F ROOM RACK. CAMÉRA IS BY CATERPILLAR.
 - MALL MOUNTED OUTLET BOX $0+42^7$ A.F.F. FOR CARD READER. (1) 3/4°C. FROM BOX TO CBUING SPACE. CARD READER AND CABLING BY CATERPILLAR. WALL MOUNTED OUTLET BOX ABOVE DOOR, CONTACTS. (1) $3/4^{\circ}$ C. FROM BOX TO CELLNG SPACE & (1) $3/4^{\circ}$ C. FROM BOX TO LATCH SIDE DOOR MULLION. CONTRIGITS AND CARLIEVE BY Ø
- RECESSED FOWER/DATA BOX (LEGNAND EFSEA) FOR WALL SCREEN © 472" A.F.F., U.N.O., 1"C. FROW RECESSED BOX TO CELING SAACE. (1) CAT BA JACKS & (1) CAT BA CARLE FROM JACKS TO PATCH PREL NI DIF ROOM RACK. CORRENATE EDACT PLACEMENT SCREEN INSTALLATION. COORDINATE ALL REQUIREMENTS. WALL MOUNTED OUTLET BOX $+96^{\circ}A_{\circ}F_{\circ}$. FOR MOTION SENSOR (1) $3/4^{\circ}C_{\circ}$. FROM BOX TO CELLING SPACE. MOTION SENSOR AND CABLING BY CATERPILLAR. \$
 - CELLING MOUNTED RECESSED DATA OUTLET BOX FOR PROJECTOR. (1) CAT GA JACKS & (1) CAT GA CABLE FROM JACKS TO PACHE PARLE, IN 16 FROM FACK, COORDINATE EXACT PLACEMENT WITH PROJECTOR INSTALLATION, COORDINATE ALL REQUIREMENTS ♥
- ABONE CELLING OUTLET FOR WIFT. (1) CAT 6A JACK & (1) CAT 6A CABLE FROM JACK TO PATCH PANEL IN IDF ROOM. RECESSED AUDIO/NDEO WALL BOX BELOW WALL SCREEN, FIELD COORDINATE LOCATION WITH TENENT AND OWNER. PROVIDE 1-1/2"C. FROM THIS BOX TO SC BOX ABOYE. Ş Ē
- RECESSED POWER/ONTH BOX (LEGNAND EYEAR) FOR WALL SCREEN & +72" AFF., UND, 11°. THOM RECESSED BOX TO CELLING SPACE. (1) ONT OA MACKS (1) CAT OA MAGNE CELLING SPACE IN TO PATION PART IN TRYON MACK (1) ZTC. TO AFV ACORS BOX WA ABOVE CELLING SPACE IN LOWER LEGEL, COORDINATE EACT PARENETH WITH SCREEN INSTALLATION, COORDINATE ALL ₽SCF
- MALL WOUNTED OUTLET BOX FOR INTERCOM 442" AFF. (1) 3/4"C. FROM BOX TO DELING SPACE. Wall wounted outlet box for duress sirely/strobe of 9'-0'a.f.f. (1) 3/4°C. From box to celling space.

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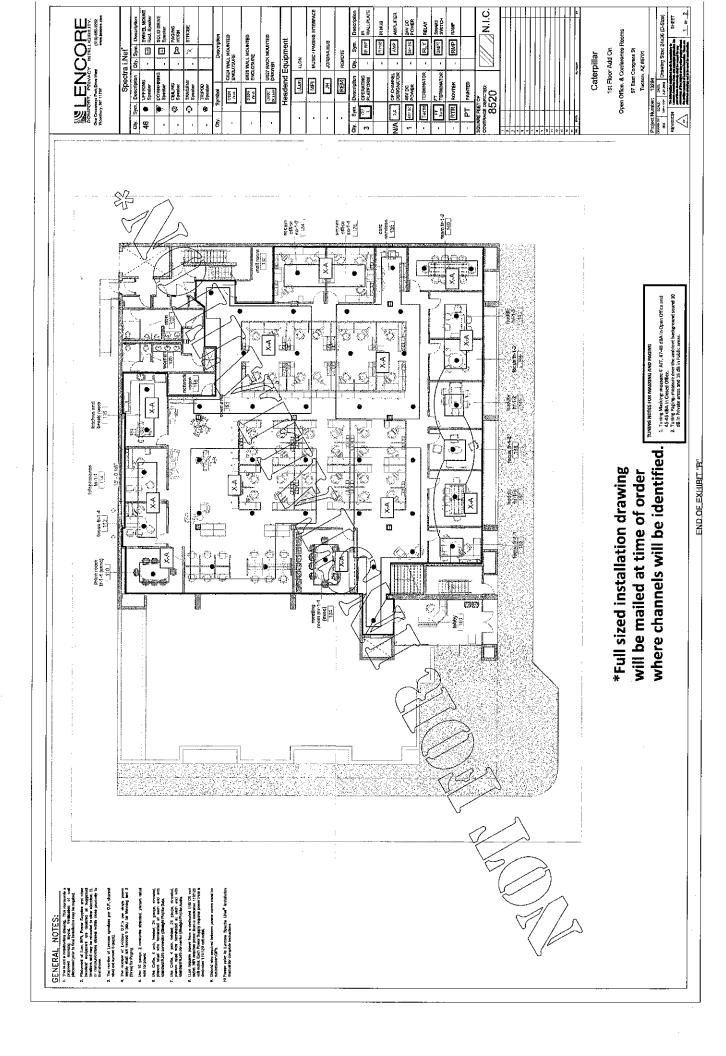


EXHIBIT 'C' GENERAL CONDITIONS (14 pages)

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:

<u>Bid:</u> 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.

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

<u>Bidder</u>: 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.

<u>Building Code:</u> 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.

<u>Contract:</u> 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.

<u>Contract Bond:</u> 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.

<u>Contractor:</u> 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.

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

<u>Extra Work:</u> 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.

<u>Item:</u> A detail of work for which separate payment is made.

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

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

<u>Supplementary Agreement:</u> 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.

<u>Supplementary General Conditions or Special Conditions:</u> 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. <u>Laws to be Observed</u> -- 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. <u>Permits and Licenses</u> -- 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. <u>Sanitary Provisions</u> -- 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. <u>Public Convenience and Safety</u> -- 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. <u>Barricades, Danger, Warning, and Detour Signs</u> -- 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. <u>Preservation and Restoration of Property</u> 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. <u>Contractor's Responsibility for Work</u> -- 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.

<u>ARTICLE 11 – CONSTRUCTION DOCUMENTS ON THE JOB SITE</u>

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.

<u>ARTICLE 34 – DIRECTOR'S STATUS</u>

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:

- 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.
- 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.
- 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.
- 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.

<u>ARTICLE 39 – PRODUCT AND MATERIAL DATA SAFETY SHEETS</u>

Contractor will submit United States Department of Labor product or material data safety sheets on <u>all</u> 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.

<u> ARTICLE 42 – WASTE DISPOSAL FACILITIES</u>

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.

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, Merchants Bonding Company (Mutual)

(hereinafter "Surety"),

and

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 & 1st 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

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Title President

Merchants Bonding Company (Mutual)

Surety

Lori L Dawson-Brown, Attorney-in-Fact

Agency of Record: Minard-Ames Insurance Services LLC

4646 E. Van Buren #200 Phoenix, AZ 85008

Arizona Resident Agent Countersignature

Approved by Arizona Department of Administration - Effective 9/30/92

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,

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

to construct and complete certain work described as 97 E Congress Street Lower Level & 1st 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, convenants, 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, convenants, 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

Merchants Bonding Company (Mutual)

Surety

Lori L Dawson-Brown, Attorney-in-Fact

Agency of Record: Minard-Ames Insurance Services LLC

4646 E. Van Buren #200 Phoenix, AZ 85008

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Arizona Resident Agent Countersignature

Approved by Arizona Department of Administration - Effective 9/30/92



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.



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.

STATE OF IOWA COUNTY OF Dallas

S. S.

President

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.

WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Notary Public, Polk County, Iowa

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

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

nies on this 30 day of Oligant William Warner Js.

2016

Secretary

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