



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

Requested Board Meeting Date: 2/21/17

or Procurement Director Award

Contractor/Vendor Name (DBA): See Contractor/Vendor list under 'Project Title/Description'

Project Title/Description:

Job Order Master Agreement for Park Development Services

Durazo Construction Corporation (Headquarters: Tucson, AZ)
Lloyd Construction Company, Inc. (Headquarters: Tucson, AZ)
M. Anderson Construction Corp. (Headquarters: Tucson, AZ)

Purpose:

Award of Master Agreement: Master Agreement No. MA-PO-17-178. This award of master agreement is recommended to the three (3) highest qualified contractors in an annual shared amount not to exceed \$2,500,000.00 for an initial one (1) year agreement term from February 21, 2017 to February 20, 2018, which may be extended for up to four (4) additional one-year terms. Administering Department: Public Works.

This award includes authority for the Procurement Director to execute annual renewals in an amount not to exceed the annual amount approved by the Board of Supervisors. This is an indefinite delivery/indefinite quantity job order master agreement. For projects estimated less than \$35,000.00, the department may select a contractor based on availability, specialty or other such basis as the department may determine in its sole discretion. For projects estimated at \$35,000.00 or more, all contractors will be given the opportunity to compete on the basis of cost or cost and schedule through a request for quotation. No individual job order may exceed \$1,000,000.00.

Procurement Method:

Solicitation for Qualifications No. 240475 was conducted in accordance with A.R.S. § 34-604 and Pima County Board of Supervisors Policy D 29.1. Seven (7) responsive statements of qualifications were received and evaluated by a seven (7) member committee using qualifications and experience based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, a short list of four (4) respondents were invited to interviews. As a result of the combined scoring of the written statements of qualifications and interviews, the final list of the three (3) highest qualified contractors is recommended for award.

Attachments: Notice of Recommendation for Award and Master Agreement.

Program Goals/Predicted Outcomes:

This Master Agreement will allow for the use of a Job Order Contractor for smaller park's construction projects using a pre-qualification selection process.

Public Benefit:

This Master Agreement will increase safety and usability of the parks and recreation facilities.

Metrics Available to Measure Performance:

The Job Order Contractors will be evaluated per BOS Policy D29.1 using the standard contractor evaluation forms that consider quality, cost, and construction management.

Retroactive:

No.

EB157AM106200K0EAD

10: COB 2-15-17 (1)
Ver. 1
Pgs. 90 Addendum

Procure Dept 02/14/17 PM0338

Original Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 17-178
Effective Date: 2/21/17 Termination Date: 2/20/18 Prior Contract Number (Synergen/CMS):
 Expense Amount: \$ 2,500,000.00 Revenue Amount: \$
Funding Source(s): Various Funds

Cost to Pima County General Fund:

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards
Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Effective Date: New Termination Date:
 Expense Revenue Increase Decrease Amount This Amendment: \$
Funding Source(s):

Cost to Pima County General Fund:

Contact: Matt Sage, Commodity/Contracts Officer *Matt Sage* *2-8-17*
Department: Procurement *May 2017* Telephone: 520-724-8586
Department Director Signature/Date: *Mark Ward* *2/14/17*
Deputy County Administrator Signature/Date: *[Signature]* *2/14/17*
County Administrator Signature/Date: *C. Puleo* *2/14/17*
(Required for Board Agenda/Addendum Items)



NOTICE TO RESPONDENTS

Date of Issue: February 7, 2017

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation #240475 for Job Order Master Agreement: Park Development Services that the following respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after February 21, 2017.

Award is recommended to the Most Qualified Respondents (listed alphabetically):

Durazo Construction Corporation

Lloyd Construction Company, Inc.

M. Anderson Construction Corp.

NOTE: Information regarding this solicitation will be disclosed in accordance with A.R.S. § 34-604(H).

Issued by: */s/ Matt Sage*

Telephone Number: (520) 724-8586

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov

PIMA COUNTY PUBLIC WORKS DEPARTMENT	
PROJECT:	JOB ORDER MASTER AGREEMENT FOR PARK DEVELOPMENT SERVICES
CONTRACTORS:	Durazo Construction Corporation P.O. Box 629 Tucson, Arizona 85702 Lloyd Construction Company, Inc. 2180 North Wilmot Road Tucson, Arizona 85712 M. Anderson Construction Corp. 4650 North Kain Avenue Tucson, Arizona 85705
AMOUNT:	\$2,500,000.00
FUNDING:	Various Funds
	(stamp here)

CONTRACT

NO. MA-PO-17-178

AMENDMENT NO. _____

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

JOB ORDER MASTER AGREEMENT

This Agreement is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and Durazo Construction Corporation, Lloyd Construction Company, Inc., and M. Anderson Construction Corp., hereinafter called CONTRACTOR in the singular, CONTRACTORS in the plural, collectively referred to as the Parties.

WITNESSETH

WHEREAS, COUNTY has a need to establish a Master Agreement (Agreement) with three (3) Job Order Contractors for Park Development Services; and,

WHEREAS, COUNTY therefore conducted a competitive qualifications-based procurement for Job Order Contractors under Solicitation No. 240475; and

WHEREAS, based on an evaluation of the respondents' representations of their qualifications and necessary due diligence, COUNTY selected the three (3) highest qualified contractors as Job Order Contractors; and

WHEREAS, the CONTRACTORS have agreed to be bound by and adhere to the requirements of this Agreement.

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

ARTICLE 1 – BASIC TERMS

This Agreement, as approved by the Board of Supervisors commences on February 21, 2017 and terminates on February 20, 2018, unless sooner terminated or further extended pursuant to the provisions of this Agreement. This Agreement establishes the terms under which the Job Order Contractors will be assigned and perform tasks and projects under this Agreement. COUNTY, at its sole discretion, may extend up to four (4) additional one-year terms or add funding to this Agreement at any time with the consent of the CONTRACTORS.

For projects less than \$35,000.00, COUNTY may select a CONTRACTOR based on availability, specialty, or such other basis or bases as COUNTY may determine in its sole discretion.

P.

For projects \$35,000 and greater, all CONTRACTORS will compete on the basis of price or price and schedule through a simplified quoting procedure. Price may be either fixed price or a guaranteed maximum price.

Regardless of dollar value, all federally funded Job Orders will be competitively bid among all CONTRACTORS.

No individual Job Order may exceed \$1,000,000.00.

These services are subject to the Pima County Code, Title 20, and Chapter 20.04, pertaining to participation of subcontractors. The Pima County SBE Program is a race and gender neutral program established to encourage contracting with all small businesses. A minimum goal of **eight percent (8%)** for participation by Small Business Enterprises (SBEs) of the total amount of the annual agreement applies to each Job Order Contractor individually. Only firms listed on the **City of Tucson Small Business Enterprise Certified Business Directory** are eligible to meet the SBE goal. The current list of certified SBE firms can be located on the City of Tucson's Procurement Website, <http://www.tucsonprocurement.com/assets/SBEDirectory.pdf>

The CONTRACTOR shall supply a year-to-date subcontractor and SBE utilization report covering the entire master agreement to date to the Pima County Procurement Department, Business Enterprise Division on a quarterly basis. If the CONTRACTOR has experienced difficulties in achieving the SBE goal, they may present a Certificate of Good Faith Effort/Request for Waiver at that time.

Construction completion time for work to be performed under this Agreement will be as stated in individual Job Orders issued under this Agreement. COUNTY will assess Liquidated damages against CONTRACTOR based upon the construction completion time, if so specified in a Job Order.

Each CONTRACTOR will select subcontractors in accordance with CONTRACTOR'S Subcontractor Selection Plan, incorporated herein by reference.

All warranty and indemnification obligations under this Agreement survive expiration or termination of the Agreement, 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.

ARTICLE 2 – SCOPE OF SERVICES

CONTRACTOR will provide for COUNTY all labor, materials and equipment necessary to complete the work identified in individual Job Orders awarded to CONTRACTOR under this Agreement. The scope of work under this Agreement is more fully set forth in **Exhibit "A" Scope of Work (2 pages)**, attached and incorporated herein. All work will be done per specifications called for in Job Orders, **Exhibit "B" General Conditions (11 Pages)**, **Exhibit "C" Special Conditions – Multiple Award Job Order Contract (18 Pages)**, **Exhibit "D" Special Conditions – Federal Provisions (3 Pages)**, and **Exhibit "E" Supplemental Provisions for Regional Transportation Authority Funded Construction Contracts (1 Page)**, and other documents incorporated into this Agreement, all made a part hereof.

ARTICLE 3 – COMPENSATION AND PAYMENT

CONTRACTOR will provide detailed documentation in support of each requested payment. Any payments under this Article do not prevent COUNTY from objecting to charges after payment therefor in appropriate cases, or from seeking reimbursement for any such charges. Payments will be made in accordance with A.R.S. §§ 34-607 and 34-221.

CONTRACTOR must cite the Delivery Order number on all invoices.

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 Agreement or law

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

ARTICLE 4 – INSURANCE

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

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

4.1 Minimum Scope and Limits of Insurance:

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

- 4.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.
- 4.1.2 Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Agreement with a Combined Single Limit (CSL) of \$1,000,000.
- 4.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.
Note: The Workers' Compensation requirement will not apply to a CONTRACTOR that is exempt under A.R.S. § 23-901, and when such CONTRACTOR executes the appropriate COUNTY Sole Proprietor or Independent CONTRACTOR waiver form.
- 4.1.4 Builder's Risk Insurance does does not apply to this Agreement, but need not be provided unless required for a particular job order. If Builders Risk Insurance applies to a particular job order, then CONTRACTOR is required to maintain throughout the course of construction Builder's Risk Insurance in a dollar amount equal to the full insurable value of the work under the job order, which shall include "All Risk" coverage. Pima County shall be named as a "Loss Payee". CONTRACTOR is responsible for equipment, materials, and supplies until completion of the project and acceptance by Pima County.

4.2 Additional Insurance Requirements:

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

- 4.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include COUNTY, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insured with respect to liability arising out of the activities performed by or on behalf of CONTRACTOR.
- 4.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of COUNTY, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of CONTRACTOR.
- 4.2.3 Primary Insurance Endorsement: CONTRACTOR'S policies will stipulate that the insurance afforded CONTRACTOR will be primary and that any insurance carried by the Department, its agents, officials, employees or COUNTY will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 4.2.4 Insurance provided by CONTRACTOR will not limit CONTRACTOR'S liability assumed under the indemnification provisions of this Agreement.

4.3 Notice of Cancellation:

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

4.4 Verification of Coverage:

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

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

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

4.5 Approval and Modifications:

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

ARTICLE 5 – INDEMNIFICATION

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

All warranty and indemnification obligations under this Agreement survive expiration or termination of the Agreement, unless expressly provided otherwise.

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 Agreement. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Agreement 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 Agreement 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 Agreement. Prior to changing any key personnel, especially those key Personnel COUNTY relied upon in making this Agreement, 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 Agreement. 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 a 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 Agreement 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.

ARTICLE 9 – ASSIGNMENT

CONTRACTOR will not assign its rights to this Agreement 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 Agreement as if set forth in full herein **including flow down of all provisions and requirements to any SUBCONTRACTORS**. During the performance of this Agreement, CONTRACTOR will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

ARTICLE 11 – AMERICANS WITH DISABILITIES ACT

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

ARTICLE 12 - AUTHORITY TO CONTRACT

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

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

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

ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONTRACTOR to cure a default under this Agreement within ten (10) days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Agreement for default by written notice to CONTRACTOR. In this event, COUNTY may take over the work and complete it by Agreement 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 Agreement, 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 Agreement;
 7. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the Agreement; or
 8. If a voluntary or involuntary action for bankruptcy is commenced with respect to CONTRACTOR, or CONTRACTOR becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.
- C. In the event of a termination for default:
1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONTRACTOR for this project become COUNTY'S property and will be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
 2. COUNTY may withhold payments to CONTRACTOR arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due COUNTY from CONTRACTOR is determined; and
 3. Subject to the immediately preceding subparagraph (2), COUNTY'S liability to CONTRACTOR will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Agreement 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 COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another contractor in the performance of an Agreement with COUNTY,
 - (iv) Fires,

- (v) Floods,
- (vi) Epidemics,
- (vii) Quarantine restrictions,
- (viii) Strikes,
- (ix) Freight embargoes,
- (x) Unusually severe weather, or
- (xi) Delays of SUBCONTRACTORS or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and the SUBCONTRACTORS or suppliers; and

2. CONTRACTOR, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies COUNTY in writing of the cause(s) therefor. In this circumstance, COUNTY will ascertain the facts and the extent of the resulting delay. If, in the judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.

- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONTRACTOR'S onsite project manager, facsimile transmission, or under the Notices clause of this Agreement.
- F. If, after termination of the Agreement 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 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 Agreement.

ARTICLE 16 – TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Agreement 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 Agreement as provided herein, COUNTY will pay CONTRACTOR an amount based on the time and expenses incurred by CONTRACTOR prior to the termination date. However, COUNTY will make no payment for anticipated profit on unperformed services.

ARTICLE 17 – NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision in this Agreement, COUNTY may terminate this Agreement if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. 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 by CONTRACTORS under this Agreement will be in writing and will be served by delivery or by certified mail upon the other party as follows:

COUNTY:
Chris Cawein
Pima County Natural Resources, Parks and Recreation
3500 West River Road
Tucson, Arizona 85741
Tel: (520) 724-5256

ARTICLE 19 - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Agreement 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 - AGREEMENT DOCUMENTS

- A. INCORPORATION OF DOCUMENTS: CONTRACTOR and COUNTY in entering into this Agreement have relied upon information provided in SOLICITATION NO. 240475 – Job Order Master Agreement: Park Development Services, EXHIBIT "A" SCOPE OF WORK, EXHIBIT "B" - GENERAL CONDITIONS, EXHIBIT "C" SPECIAL CONDITIONS – MULTIPLE AWARD JOB ORDER CONTRACT, EXHIBIT "D" – FEDERAL PROVISIONS, EXHIBIT "E" – SUPPLEMENTAL PROVISIONS FOR REGIONAL TRANSPORTATION AUTHORITY FUNDED CONSTRUCTION CONTRACTS, THE SUBCONTRACTOR SELECTION PLAN, ADDENDA, and on information provided in the CONTRACTOR'S response to this Solicitation, Job Orders and Modifications thereto, and all drawings and specifications referenced in this Agreement or included in such Job Orders as may be issued under this Agreement. These documents are hereby incorporated into and made a part of this Agreement 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 Agreement, the Agreement Documents take precedence in the following order:
- a) This Agreement
 - b) Special Conditions – Multiple Award Job Order Contract
 - c) General Conditions
 - d) Job Orders
 - e) Technical Specifications
 - f) Contractor's Response to the Solicitation

The parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among contract documents. Any such agreement altering the order of precedence must be incorporated into this Agreement by Amendment.

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

In the event of a conflict between any Agreement or Job Order document on a Federally-funded job order, the federal requirement takes precedence. The parties may, by written amendment which will be incorporated into this Agreement, deviate from this order of precedence in resolving inconsistencies between or among Agreement documents.

ARTICLE 21 - BONDING REQUIREMENTS

CONTRACTOR will file payment and performance bonds with COUNTY, as required by A.R.S. §§ 34-610 and 34-611, no later than the time of agreement on the price (or Guaranteed Maximum Price) for any construction under this Agreement. Bonds will be submitted on an annual basis for the full value of all construction reasonably anticipated during the Agreement year or may be provided on a job-order by job-order basis; in the latter case, CONTRACTOR will anticipate additional job orders and provide bonds in reasonable increments. At no time will the cumulative value of the bonds be less than the total value of the construction performed by CONTRACTOR under this Agreement, including job orders awarded to CONTRACTOR but not yet completed. If bonds are secured on a job-order by job-order basis, the Contracting Department will obtain the appropriate bonds from CONTRACTOR upon issuance of a Job Order and release of the Delivery Order.

ARTICLE 22 - OWNERSHIP OF DOCUMENTS

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

In the event CONTRACTOR develops or generates a building information model (or equivalent) of the Project, CONTRACTOR will provide one electronic copy of the final model on permanent media to COUNTY. CONTRACTOR's delivery of the model to COUNTY constitutes a grant to COUNTY of an irrevocable, paid-up, nonexclusive license to copy, use, display, disclose, or modify the model for any reasonable purpose exclusively for this Project. CONTRACTOR agrees that the rights granted to COUNTY include the ability to provide

a. copy of the model to any subsequent contractor retained to maintain, modify or expand the Project in any way. COUNTY agrees that, as between COUNTY and CONTRACTOR only, any modifications to the model by or for COUNTY after final completion and acceptance of this Project are at COUNTY's sole risk and responsibility unless CONTRACTOR performs such modifications.

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 Agreement 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 Agreement, 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 Agreement.

ARTICLE 25 – SEVERABILITY

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

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 Agreement 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 Agreement and CONTRACTOR'S counterpart official, such meeting to be held within one (1) 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 Agreement 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 Agreement, 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 Agreement 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 CONTRACTOR of the request for release, unless CONTRACTOR has, within the ten (10)

day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. CONTRACTOR will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

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

ARTICLE 29 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONTRACTOR hereby warrants that it will at all times during the term of this Agreement 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 Agreement 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 Agreement subjecting CONTRACTOR to penalties up to and including suspension or termination of this Agreement. 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 Agreement 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 Agreement subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this Agreement."

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 – FEDERAL FUNDING

COUNTY and CONTRACTOR understand that some Job Orders under this Agreement may be funded partially or entirely through a federal grant or other source of federal funding and that additional requirements may attach to the use of such funding. In such event, the additional requirements will be attached to and be a part of the Job Order. CONTRACTOR agrees to be bound by all such requirements and to comply therewith, including the payment of prevailing wages, if required.

CONTRACTOR will not subcontract on any federally-funded Job Order with any firm or person listed in the Federal Government's System for Award Management (SAM) system (<https://www.sam.gov/portal/public/SAM>) with an active exclusion.

ARTICLE 31 – COUNTERPARTS

The Parties may execute this Agreement in one or more counterparts, each of which will be deemed an original and all of which together constitute one and the same instrument. The Parties will treat facsimile or other electronically delivered copies of signature pages to this Agreement as original signatures for all purposes.

ARTICLE 32 – 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 effective August 6, 2016. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

ARTICLE 33 – ENTIRE AGREEMENT

This document, in all its parts, together with Attachments and documents incorporated by reference constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. Except as otherwise specifically provided in Article I, this Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, CONTRACTORS have affixed their signatures to the attached Letters of Commitment and COUNTY has affixed its signatures to this Agreement on the dates written below.

APPROVED:

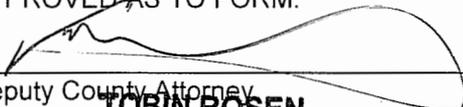
Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney
TOBIN ROSEN

Name (Please Print)

2/2/17

Date



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

February 7, 2017

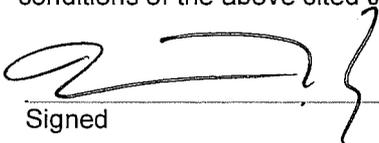
Durazo Construction Corporation
P.O. Box 629
Tucson, Arizona 85702

Dear Mr. Durazo,

Enclosed is your copy of Job Order Master Agreement No. 240475 for Park Development Services.

An officer or manager of your firm with authority to contractually bind the firm must acknowledge receipt of the Agreement and your commitment to abide by its terms by completing the below paragraph and returning this letter, with an original signature, to the undersigned Contracts Officer within five (5) working days of the date of this transmittal.

I, Mario Durazo Jr., am the President, of
Durazo Construction Corporation and affirm that I am authorized to execute contracts on behalf of this firm. By my signature below, this firm agrees, without exception, to be bound by the terms and conditions of the above cited Job Order Master Agreement the same as if my signature were on that document.


Signed _____

2/10/2017
Date _____

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



PIMA COUNTY

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

February 7, 2017

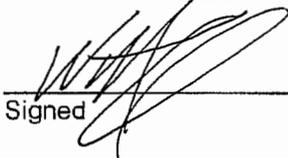
Lloyd Construction Company, Inc.
2180 North Wilmot Road
Tucson, Arizona 85712

Dear Mr. Lloyd,

Enclosed is your copy of Job Order Master Agreement No. 240475 for Park Development Services.

An officer or manager of your firm with authority to contractually bind the firm must acknowledge receipt of the Agreement and your commitment to abide by its terms by completing the below paragraph and returning this letter, with an original signature, to the undersigned Contracts Officer within five (5) working days of the date of this transmittal.

I, William E. Lloyd, am the President, of
Lloyd Construction Company, Inc. and affirm that I am authorized to execute contracts on
behalf of this firm. By my signature below, this firm agrees, without exception, to be bound by the terms and
conditions of the above cited Job Order Master Agreement the same as if my signature were on that document.


Signed _____

February 10, 2017

Date _____

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



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

February 7, 2017

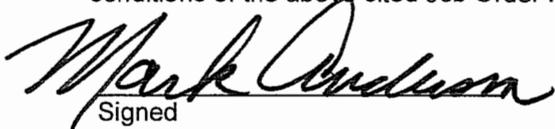
M. Anderson Construction Corporation
4650 North Kain Avenue
Tucson, Arizona 85705

Dear Mr. Anderson,

Enclosed is your copy of Job Order Master Agreement No. 240475 for Park Development Services.

An officer or manager of your firm with authority to contractually bind the firm must acknowledge receipt of the Agreement and your commitment to abide by its terms by completing the below paragraph and returning this letter, with an original signature, to the undersigned Contracts Officer within five (5) working days of the date of this transmittal.

I, Mark Anderson, am the President, of
M. Anderson Construction Corp. and affirm that I am authorized to execute contracts on
behalf of this firm. By my signature below, this firm agrees, without exception, to be bound by the terms and
conditions of the above cited Job Order Master Agreement the same as if my signature were on that document.


Signed

02/08/2017
Date

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

EXHIBIT "A" (2 pages)

SCOPE OF SERVICES

This is an indefinite quantity job order contract under which the Contractor will provide all labor, materials, management, supervision, services, and coordination required to provide a full range of Park Development services, such work to be requested by the COUNTY from time to time by issuance of an individual job order for each individual project. Services are primarily for the County's department of Natural Resources, Parks & Recreation (NRPR); however, other County departments may also utilize the services.

General Scope: Scope of work will include construction, improvement and maintenance of new and existing County owned commercial buildings, structures, and facilities.

Services:

The following services are examples of typical services to be performed at various locations throughout Pima County, and may or may not include all of the services required to meet the general scope of work needs, which will vary based on individual project conditions. They are not meant to restrict or exclude other types of work or areas under this contract.

It is the intention of COUNTY, from time to time, to have more than one project or a grouping of projects in design or construction at one time. This will facilitate meeting the requirements of both bond scheduling and the needs of the public. COUNTY will work with the contractor to determine priorities and scheduling.

1. Design Services: A State Registered architect/engineer will design the extent of work to meet NRPR's scope and goals, with all design elements engineered to all current and applicable code requirements, including the Dark Sky Ordinance or other applicable codes. NRPR Standard Specifications and Details 2016, PAG Standard Specifications and Details 2015, COT Park Electrical Specifications 2013 as well as all individual site requirements will be coordinated by the registrant with County development staff. The engineer and contractor will work together to design the most efficient design for both installation and lifetime costs. The contractor is responsible for working with the registrant to obtain all of the necessary reviews and permits with the applicable review parties (such as Pima County Development Services, Regional Flood Control District, etc.).
2. Utility Service: The contractor and engineer will review the current utilities, and as needed, coordinate new service or upgrades to existing service to meet the project requirements. All coordination with approval agencies is to be coordinated in a timely manner to meet the project timelines.
3. When requested by COUNTY, CONTRACTOR will provide pre-construction services.
4. Typical projects may include, but are not limited to the following:
 - Sports fields construction, including but not limited to soccer, baseball and softball fields, tennis and basketball courts, fencing including backstops, batting cages and dugouts, and electrical improvements related to the fields and courts.
 - Placement of concrete and asphalt pavements and poured in place forms including rough and finish grading and base preparation. Resurfacing or painting as needed for maintenance of existing pavement improvements and sports courts (e.g., basketball, tennis).
 - Landscaping and large-scale irrigation system installation and improvements including reclaimed and potable water systems.

- Erection of pre-fabricated or site-constructed buildings and structures including comfort stations, maintenance buildings, playground equipment (with safety surfacing), shade sails and ramadas.
 - Masonry work including structural, retaining and screen walls, shade structures, seating and unit pavements.
 - Electrical work including small structure service and wiring, park path and landscape lighting, parking lot and security lighting, and sports field lighting/lighting control systems.
 - Commercial plumbing systems including small building service, back flow prevention, drinking fountains and water features. Work may include connections to public sewer, installation of septic service, or dry well applications.
 - Security fencing, temporary fencing, permanent fencing, post and cable installation, bollards, electronic gates, steel gates, or other fencing accessories as needed to meet the parks security needs.
5. Post Construction Services: The contractor and engineer shall supply all warranty and manufacturer's information to the NRPR staff at the completion of project. As-builts for the project, including location of all pertinent project elements installed as a part of the project.

End of Exhibit "A" Scope of Services

EXHIBIT "B" (11 pages) GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS

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

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

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

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

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

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

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

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

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

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

Department: Pima County Natural Resources, Parks and Recreation or applicable Pima County Department.

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

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

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

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

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

Project Manager, Engineer, or Architect: The person designated by COUNTY to oversee the project on its behalf.

Standard Specifications: The directions, provisions, and requirements contained in the current edition of the Pima Association of Governments Standard Specifications for Public Improvements, 2015 Edition with Amendments, as adopted by Pima County, supplemented by such special provisions as may be necessary, pertaining to the method

and manner of performing the work, quality and quantity of material to be furnished and measurement of payment of same.

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

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

Surety: The corporate body which is bound with and for CONTRACTOR, who is primarily liable, and which (agrees) to be responsible for its payment of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

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

ARTICLE 2 – RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES

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

COUNTY does not guarantee the existence and locations of underground utilities indicated on the plans and CONTRACTOR will investigate and verify the location of underground utilities in the field before starting work. CONTRACTOR will carefully perform excavations in the vicinity of existing structures and utilities. CONTRACTOR is responsible for any damage to, and for maintenance and protection of, existing utilities and structures. At least two full working days prior to commencing excavation, contractor must call blue Stake Center, 1-800-STAKE-IT, between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday for information relative to the location of buried utilities.

CONTRACTOR is fully responsible for costs incurred due to damage to utilities as a result of grading or excavation operations. Utility locations shown on the Plans are approximate, and not all utilities may be shown. The possibility of conflicts with existing utilities –in-place exists. If conflicting utilities interfere with CONTRACTOR'S normal progress toward completion of this project, COUNTY may, at its option, authorize CONTRACTOR to relocate said conflicting utilities by Force Account.

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

ARTICLE 3 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- A. Laws to be Observed -- CONTRACTOR is presumed to be familiar with and at all times will observe and comply with all Federal and State laws and local ordinances, worker's compensation, occupational disease, and unemployment compensation laws together with the payment of all premiums and taxes therefor, also all laws, ordinances, and regulations in any manner affecting the conduct of the work and will indemnify and hold harmless COUNTY and its representatives against any claim arising from the violations of such laws, bylaws, ordinances or regulations, whether by CONTRACTOR or by CONTRACTOR'S employees.
- B. Permits and Licenses -- COUNTY will procure all County building permits, and sewer connection fees. CONTRACTOR will post required permits on site and give all notices necessary and incidental to the due and lawful prosecution of the work. CONTRACTOR will procure and pay for all other permits, fees, and applications for water, gas, electric and other utilities.

- C. Sanitary Provisions -- CONTRACTOR will provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements and regulations of the Arizona Department of Health Services or other authorities having jurisdiction therein.
- D. Public Convenience and Safety -- CONTRACTOR will have due regard for the public health and will conduct the work in such a manner as to provide and insure the safety and convenience of the public.

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

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

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

- F. Use of Explosives -- Prohibited

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

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

- H. CONTRACTOR'S Responsibility for Work -- Until written final acceptance of the work by COUNTY, CONTRACTOR will have the charge and care thereof and will take every precaution against injury or damage to any part thereof by action of elements, or from any other cause, whether arising from the execution or non-execution of the work. 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 – RESERVED

ARTICLE 6 – DELAY

If the number of calendar days in CONTRACTOR'S schedule plus the grace period specified in the above paragraph equals or exceeds the number of calendar days for completion stated in the solicitation, then the completion period will be as stated in the solicitation and there will be no grace period.

COUNTY and CONTRACTOR have agreed upon the Project scope, total price, and schedule for the performance of the work. 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 or require a change in the level of resources or effort. Therefore, the Contract may be adjusted as follows for Delays:

1. A delay in the work attributable to COUNTY is 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 is no adjustment for any CONTRACTOR-caused delay in the work, including time to repair or replace defective work. In the event of a significant CONTRACTOR-caused delay exceeding three (3) workdays, CONTRACTOR will provide a recovery plan to COUNTY within five (5) 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, is 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 will be made first and the delay attributed to such other cause will 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 will 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 will negotiate an equitable adjustment therefor.

- COUNTY and CONTRACTOR will 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.

CONTRACTOR must submit claims for extension of time in writing to 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.

COUNTY will grant approval of time extension for delays 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. CONTRACTOR'S failure to maintain the daily logs in the manner described above will result in COUNTY'S denial of the claim for time extension.

If CONTRACTOR has requested detail drawings and instructions as noted in Article 9, COUNTY will not approve a request for delay on account of COUNTY'S failure to furnish drawings until two (2) weeks after demand for such drawings.

ARTICLE 7 – EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

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

ARTICLE 8 – DETAIL DRAWINGS AND INSTRUCTIONS

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

ARTICLE 9 – COPIES OF DRAWINGS FURNISHED

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

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

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

ARTICLE 10 – ORDER OF COMPLETION

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

ARTICLE 11 – CONSTRUCTION DOCUMENTS ON THE JOB SITE

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

ARTICLE 12 – OWNERSHIP OF DRAWINGS

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

ARTICLE 13 – CONTRACTOR'S UNDERSTANDING

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

ARTICLE 14 – MATERIALS, APPLIANCES, EMPLOYEES

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

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

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

CONTRACTOR is responsible for equipment, materials, and supplies until completion of the project and acceptance 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

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:

1. By mutual acceptance of a lump sum, itemized and detailed with sufficient substantiating data, as requested by COUNTY, to permit evaluation.
2. By unit prices named in the Contract or subsequently agreed upon.
3. 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 Subcontractor, 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 day's 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 – 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 24 – 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 25 – 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 26 – 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 27 – 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 28 – 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:

1. Defective work not remedied.
2. Third party claims filed or reasonable evidence indicating probable filing of such claims.
3. Failure of CONTRACTOR to make payments properly to Subcontractors or for labor, materials, or equipment.
4. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract sum.
5. Damage to another CONTRACTOR.

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

ARTICLE 29 – 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 30 – 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 31 – 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 32 – SEPARATE CONTRACTS

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

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

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

ARTICLE 33 – COUNTY'S STATUS

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

ARTICLE 34 – RESERVED

ARTICLE 35 – 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 36 – RESERVED

ARTICLE 37 – ARCHAEOLOGICAL FEATURES

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

ARTICLE 38 – RESERVED

ARTICLE 39 – RESERVED

ARTICLE 40 – 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 "Claims for Cost of Additional Work", and time extensions granted in accordance with the provisions of Article 6 "Delays".

ARTICLE 41 – WASTE DISPOSAL FACILITIES

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

ARTICLE 42 – 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. As-Built drawings will be drawn and submitted in such a format as prescribed by COUNTY.

ARTICLE 43 – RESERVED

End of Exhibit "B" – General Conditions

EXHIBIT "C" (18 pages)

SPECIAL CONDITIONS – MULTIPLE AWARD JOB ORDER CONTRACT

ARTICLE 1 – OVERVIEW AND DEFINITIONS

1.1 Overview of Job Order Contracting Arrangement

This Contract establishes an indefinite delivery, indefinite quantity, job order contract for such construction services within the scope of this contract as COUNTY may request from time to time by issuance of an individual Job Order for each Project. The expectation under this contract is that Job Orders generally will not include Design Services. Where Design Services are necessary, COUNTY will provide them under separate contract. COUNTY reserves the right to include Design Services under a Job Order, if required. There will be multiple Projects and multiple Job Orders.

The amount COUNTY will pay for the Project under each Job Order is the Contract Price in the Job Order. The Contract Price includes the Contract Price for the Work (Construction) and the Contract Price for Design Services included in the Job Order, if any. The Contract Price may be either a fixed, lump sum price or a Guaranteed Maximum Price.

- (a) The Contract Price for each Job Order will not exceed \$1,000,000.00, including any Change Orders. Therefore, to allow for Change Orders, the maximum initial amount of each Job Order will normally not exceed \$750,000.00. The expectation for this contract is that the majority of Job Orders will be in the \$10,000 to \$100,000 range, with the bulk of the Job Orders approximating \$50,000.
- (b) For work estimated under \$35,000, the County may select one of the Contractors and negotiate scope and fee. For all work estimated \$35,000 and higher, Contractors will compete for individual project Job Orders according to the terms of the Job Order Master Agreement. Each Job Order will be implemented by issuing a Delivery Order (DO) for the work. Each Job Order DO will be a separate contract for construction. Individual Job Orders shall not exceed \$1,000,000.00 including all change orders. Appropriate payment and performance bonding per project shall be required. Some Job Orders may be federally funded, for which additional contract provisions and prevailing wages may be applicable.
- (c) There is no limit on the number of Job Orders that COUNTY may issue to Contractor during any twelve (12) month term of this Contract or during the entire period this Contract is in effect.
- (d) CONTRACTOR may not refuse any Job Order under this Contract properly issued by COUNTY, unless CONTRACTOR can legitimately claim the scope of work is poorly defined, hazardous to health or safety, or outside the bounds of the intended use of this Contract.

COUNTY has the right to perform work of the types included in this Contract itself or to have other contractors perform such work. In addition, as to any Job Order, COUNTY may elect to have Design Services provided by COUNTY's internal Design Professionals or by independent Design Professionals. Such action by COUNTY is not a breach or violation of the Contract Documents.

1.2 Definitions

The following terms have the following meanings when used in the Contract Documents. Other terms may be defined elsewhere in the Contract Documents. Terms not defined in the Contract Documents have their ordinary meaning within the usage of the trade. The presence or absence of initial capitals does not indicate a change in meaning.

"Alternatives Analysis" means assessment of alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets COUNTY requirements.

“Contract Price” means the price to be paid for the Work (and for Design Services, if any) as specified in the Job Order. The Contract Price may be either a fixed price or a Guaranteed Maximum Price.

“Contract Time” means the time for performance of the Work under a Job Order as specified in the Job Order commencing with the Start Date and ending with Final Completion Date set forth in the Job Order, as modified.

“Construction” means the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair or routine maintenance of existing facilities, structures, buildings or real property.

“Construction Contingency” – when a GMP Contract Price is used, means that portion of the Cost of the Work reserved for circumstances not completely predictable or foreseeable. Examples of costs to be paid from this contingency include but are not limited to those that result from: (1) detail resolution (i.e., minor items required to complete a detail that may not have been perfectly clear in the design documents; (2) unanticipated utility coordination by CONTRACTOR or a subcontractor at any tier; (3) purchasing, estimating and scheduling difficulties (e.g., a change in local labor or materials market conditions that were unknown at the time of GMP; items that were missed in the estimate during final development of the GMP, but which are required expressly or by necessary implication of the Contract Documents for project completion; (4) the re-procurement of the services of a subcontractor at any tier due to termination for any reason (except legal costs which are unallowable). The Construction Contingency is not intended to fund additional scope or to fund additional cost of allowances beyond the dollar values included in the GMP as agreed to by CONTRACTOR and COUNTY. COUNTY’s written approval is required prior to the use of the Construction Contingency, and COUNTY will not unreasonably withhold or delay such approval.

“Construction Fee” when a GMP Contract Price is used, means the CONTRACTOR’s fee for managing or performing the Construction phase of the project. It is negotiated at the time of the Pre-Construction Services and included in the Guaranteed Maximum Price (GMP).

“Cost of the Work” means the allowable costs necessarily incurred in the proper performance of the Work. (See Article 5.2)

“Critical Path Method (CPM)” is a scheduling technique which identifies the logical sequence of the activities occurring in a construction project, the anticipated time required to complete each activity in the project, and the activities that must be completed on schedule to finish the project within the anticipated time. Typically, activities are arrayed in a network that shows both activities and their dependencies. CPM is also used as a management technique which enables contracting parties to predict when activities may occur so that resources can be effectively used and limitations can be identified.

“Critical Path” means that sequence of dependent activities in a project that will take the longest time to complete. Any delay in the completion of any of these activities may extend the Substantial Completion date.

“General Conditions Costs” when utilizing a GMP Contract Price, includes, but is not limited to, the following types of costs during construction: payroll costs for project manager or construction manager for Work conducted at the site; payroll costs for the superintendent and full-time general foremen; payroll costs for other management personnel resident and working on the site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); administrative office personnel; costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; utilities, fuel, sanitary facilities and telephone services at the site; costs of liability insurance premiums not included in labor burdens for direct labor costs; costs of bond premiums; costs of contractors not in the direct employ of the CONTRACTOR or Subcontractors; and fees for licenses.

“Day” means calendar day unless specifically provided otherwise or required by law.

“Design Consultation” means the performance under a Job Order requiring such services of alternatives analysis, cost or schedule estimating, value engineering, constructability or other design reviews or consultation

involving significant effort in excess of that normally associated with preconstruction services, in the review of a third-party design prepared by a COUNTY-provided design professional.

"Design Professional (DP)" means, as to a Job Order, the person, if any, who will perform Design Services relating to the Work under the Job Order and who is designated as the Design Professional in the Job Order.

"Design Services" means professional architect services and/or professional engineer services that are within the scope of architectural practice or engineering practice, respectively, as provided in Arizona Revised Statutes Title 32, Chapter 1. Design Services includes preparation of the Drawings and Specifications for the Work under a Job Order and, as and when requested, advice and assistance during performance of the Work under a Job Order.

"Drawings and Specifications" means, as to a Job Order, the drawings and specifications, if any, attached to the Job Order and specifications included in the Contract Documents. The Drawings and Specifications set forth the requirements for construction of the Project under a Job Order. Where there are no drawings and specifications for the Work prepared by a Design Professional, COUNTY will deliver to the Contractor red-line drawings and/or a written description of the Work and, in each such case, the red-line drawings or the written description will constitute the drawings for the Work for that Job Order for all purposes of the Contract Documents.

"Final Completion Date" means, as to a Job Order, the date by which Contractor will have completed all Work under a Job Order, including, without limitation, all deficiency, correction and incomplete items (Punch List).

"Guaranteed Maximum Price" or "GMP" means the sum of the maximum Cost of the Work; the Construction Fee; General Conditions Costs and taxes.

"GMP Plans and Specifications" means the plans and specifications upon which the Guaranteed Maximum Price proposal is based.

"Job Order" means the document for a Project executed by COUNTY under this Contract, as it may be modified by all Change Orders, if any, relating to the Project under the Job Order.

"Line Item" means individual elements of work identified on a bid or other schedule and associated with a price or a unit price and quantity particular to that individual element of work. It also refers to individual items of work within a schedule of values.

"Minor Change" means a change in the Work having no impact on cost or time or COUNTY's approved design intent, as determined by COUNTY.

"Notice to Proceed" means written notice given by County to Contractor fixing the date on which Contractor will start to perform the Work under that Job Order. The start date will be the Start Date stated in the Job Order.

"Open Book" means, as to any GMP-based Job Order, that COUNTY may attend any and all meetings or discussions pertaining to the project, including bid openings, and has access to all books, invoices, accounts, memoranda, correspondence, and written communications or records of any kind pertaining to the project. For the purposes of this definition, "written" includes storage in electronic format.

"Preconstruction Services" means advice and assistance by Contractor to COUNTY (i) in determining whether to do a Project, (ii) in formulating a Project, (iii) in preparing the scope of the work and the list of tasks and other information to be included in a Job Order, (iv) in calculating the Contract Price and Contract Time for a Job Order, and (v) in drafting a Job Order. Preconstruction Services does not include the Work (Construction) under the Job Order or Design Services, even if Contractor provides the Design Services.

"Project" means each project of COUNTY as to which some or all of the work is to be performed under a Job Order.

"Qualifications/Proposals Documents" means the Solicitation for Qualifications issued by COUNTY for this Job Order Contract, all Addenda thereto, and all information and documents submitted by Contractor relating thereto

including, without limitation, Contractor's submission of formal sealed qualifications, and also including, without limitation, the subcontractor management plan submitted by Contractor. It also includes all other qualifications/proposals documents; i.e. all documents and materials delivered by COUNTY to Contractor in connection with Contractor's submission of qualifications and submission of a proposal for the contract.

"Sales Taxes" - Sales taxes include all sales, use, excise, consumer, franchise, and other taxes which are legally enacted when negotiations of the Contract Price were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

"Schedule of Values (SOV)" means a spreadsheet with estimated costs organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the CONTRACTOR's construction phase fee. The supporting documents for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information consists of the request for bids, bids received, and clarification assumptions used for the particular bid item listed on the schedule of values, if applicable. The SOV may be output from the Project Schedule if the Project Schedule is cost-loaded.

"Start Date" means, as to a Job Order, the date specified in the Notice to Proceed for that Job Order for Contractor to begin the Work.

"Subcontractor" means a subcontractor of the Contractor for any of the Work included in a Job Order or any subcontractor at any tier of such a subcontractor.

"Substantial Completion" means when the Work, or an agreed upon portion of the Work, is sufficiently complete so that COUNTY can occupy and use the Project or a portion thereof for its intended purposes. The conditions of Substantial Completion that apply to a specific Job Order will be listed in the Notice to Proceed Letter for that Job Order.

"Supplier" means a person providing materials, supplies or equipment to be included in the Work to Contractor or any Subcontractor.

"Technical Specifications" means the general provisions and the detailed specifications prescribed by COUNTY and describing the materials and performance required for each individual Job Order.

"Work" and **"Work (Construction)"** mean all labor, materials, supplies, tools, equipment, transportation, site cleanup, storage and disposal of construction debris, supervision, management, overhead and profit, bonds, insurance, licenses and permits, taxes, intellectual property royalty and license fees, all other activities and items required to perform the Work under a Job Order as described in the Scope of Work in the Job Order. Work does not include Design Services or Preconstruction Services in connection with a Job Order.

ARTICLE 2 – JOB ORDER DEVELOPMENT

During the term of this Contract, COUNTY will identify specific Projects and COUNTY will issue an individual Job Order to Contractor for each Project. The steps for development of a Job Order will generally be the following:

- (a) When COUNTY identifies a need for performance of a Project under a Job Order, COUNTY will notify Contractor(s) and also advise Contractor(s) of the nature of the Work to be done. At the same time, COUNTY will advise Contractor(s) whether Design Services will be needed as part of the Job Order. Within two (2) working days of receipt of this notification, Contractor(s) will:

- (1) Visit the proposed site of the Project in the company of COUNTY; and,
- (2) Arrange with COUNTY to further define the scope of the needed Project.

Contractor(s) will thoroughly acquaint itself with all available information concerning the conditions of the Work under each Job Order and is responsible for correctly and fully estimating the difficulty of performing the Work, the actions required to perform the Work and the cost of successfully performing the Work under each Job Order.

- (b) COUNTY or Contractor, as determined by COUNTY, will arrange for any needed Design Services to produce the Drawings and Specifications with a copy to COUNTY and a copy to Contractor(s). If Contractor provides Design Services, Contractor will not commence Design Services until COUNTY approves the scope and description of Design Services. The Drawings and Specifications developed by Contractor's Design Services are subject to approval by COUNTY. The price for Design Services by Contractor will be as provided in **Article 4** below. If there are no Design Services, COUNTY will develop Drawings and Specifications consisting of a line drawing and a written description of the contemplated Work.
- (c) Upon establishment of the scope of the needed Project, Contractor(s) will prepare its proposal for accomplishment of the Project under either a fixed price or a GMP.

ARTICLE 3 – JOB ORDER CONTENT

Although specific Job Orders will vary, the content of Job Orders under this contract will generally be as follows:

- (a) The description of the Scope of the Work;
- (b) The schedule of the work;
- (c) The address of the work;
- (d) The Contract Price for Work (Construction) included in the Project;
- (e) The Contract Price of Design Services arranged by Contractor (if any), including the name of the firm or person that will perform any Design Services for the Project;
- (f) The total Contract Price for the Job Order;
- (g) The name of the Contractor Representative for the Project;
- (h) The Drawings and Specifications;
- (i) If any Shop Drawings, Product Data and/or Samples are required for the Job Order, the date for delivery of each required item;
- (j) A statement of which, if any, of the following are required: Preconstruction Conference, Weekly Progress Meetings, Field Office, Storage Enclosure, Materials and Equipment Handling Facility, Submittals, Shop Drawings, Product Data, Equipment List, Samples, Project Manual, Schedule of Values, Construction Progress Schedule, Narrative Reports, Progress Report, Progress Charts, Progress Photographs, Materials Status Report, Construction Diagram, Construction Status Report, Operation and Maintenance Data, Operating Maintenance Instructions and Parts List, and As-Built Drawings.

Each Job Order will be interpreted to include all items reasonably necessary to complete the Project under that Job Order as described in the Scope of the Work in that Job Order. All Work must be performed in a professional manner and all materials used will be new and of the highest quality and of the type best adapted to their purpose, unless

otherwise specified. The Notice to Proceed, and the start date established therein, are an integral part of the Job Order the same as if set forth therein.

ARTICLE 4 – JOB ORDER NEGOTIATION

4.1 General

The parties may agree to structure any Job Order on either a fixed-price or GMP basis, depending upon the magnitude, complexity and duration of the underlying project. If the parties are unable to agree on the structure of a Job Order, then the Job Order will be structured on a GMP basis.

4.2 Fixed Price Job Orders

Fixed price Job Orders are appropriate for projects of short duration or small value and COUNTY expects generally to limit their application to such projects. The fixed price will be lump sum, inclusive of all direct and indirect costs, including design services (if any), pre-construction services, overhead, taxes, fees, permits, bonds and insurance, and all other costs necessary to complete the work. Fixed price proposals will be submitted in a format acceptable to County and be accompanied by a description of the elements of the work, including materials and labor, that are included within the fixed price, and the price allocated to each. The Contract Price for that Job Order will be the lump sum price. Any costs above the lump sum price not attributable to County-directed changes in the scope of work or unforeseen conditions, will be the responsibility of CONTRACTOR.

4.3 Guaranteed Maximum Price Job Orders

GMP-based Job Orders are appropriate and necessary for projects of significant magnitude, complexity or duration. GMP proposals will be submitted in a format equivalent or similar to the GMP Proposal Form, (**Attachment 1 to Exhibit "C"**) accompanied by a schedule of construction allowance items and elements of work setting forth the various portions of the work and the portions of the GMP allocated to each, a statement of the assumptions upon which the GMP is based, and identification of the GMP plans and specifications.

CONTRACTOR guarantees to deliver the completed project within the GMP. GMP savings resulting from a lower actual project cost than anticipated by CONTRACTOR remaining at the end of the project will revert to COUNTY. Any costs above the GMP not attributable to County-directed changes in the scope of work or unforeseen conditions, will be the responsibility of CONTRACTOR.

CONTRACTOR will allow County "open book" pricing throughout the term of the job order and for the period of audit availability.

4.4 Preconstruction Services

CONTRACTOR will perform Preconstruction Services in connection with each Job Order at its own cost and expense.

4.5 Design Consultation Services

On occasion, CONTRACTOR may be required to provide services to assist in the development of the project design by a County-provided design professional. Required services may include (but are not limited to) constructability reviews, materials recommendations, alternatives analysis, development of cost and schedule estimates and tradeoffs, and similar services. Such services may be compensated on a fee basis under the Job Order as "Design Consultation Services" and will not be included in the GMP for construction.

4.6 Design Services (if any)

CONTRACTOR may be required to provide professional services such as engineering design, survey, and/or inspection services (i.e. geotechnical, electrical, mechanical, materials, etc.) on either a self-performed or sub-contracted basis. When these services are required, the individual(s) performing the work must be properly registered in the State of Arizona in the appropriate field of expertise to provide the professional services required.

COUNTY reserves the right to approve the selection of professional services sub-contractors.

COUNTY may also require CONTRACTOR to provide sealed design documents and as-built drawings.

If CONTRACTOR is providing design services, the proposal must be supported by documentation to establish that adequate planning, engineering and design work will be performed to satisfy the requirements of the project. The proposal will include the proposal from the design professional to perform the design work, including a schedule, not to exceed cost plus fixed fee breakdown by task, hourly rates by discipline, and proposed number of hours per discipline per task. Any markups on subcontracted design work will not exceed 5% of the subcontract cost.

CONTRACTOR will submit its proposal for individual projects within ten (10) days of COUNTY's request, unless an earlier or later time is agreed. CONTRACTOR's Contract Price proposal will remain valid for thirty (30) days after the date of submission to COUNTY.

COUNTY will review CONTRACTOR's Contract Price Proposal and may either accept the Contract Price or negotiate modifications to the proposal until such time as the parties reach agreement on the Contract Price.

ARTICLE 5 – DEVELOPMENT OF GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

5.1 General

The GMP Proposal for the entire Work (or portions thereof) will be presented in a format acceptable to the County, and will include the clarifications or assumptions upon which the GMP Proposal is based.

The cost items within the GMP are cumulative except for the Construction Contingency. The amount of Construction Contingency for each GMP agreement will be negotiated separately and will reflect CONTRACTOR's level of risk from that point in the project forward.

5.2 Cost of the Work

The term "Cost of the Work" is defined as a sum of money equal to the total of Contractor's allowable costs necessarily incurred in connection with the proper performance of all the Work. Such costs will be at rates not higher than the standard paid in the locality of the Work, except with the prior written consent of COUNTY.

(a) Allowable Costs:

- (1) Wages paid for labor in the direct employ of Contractor in the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon in advance by COUNTY and Contractor.
- (2) Salaries of Contractor's personnel when stationed at the field office, in whatever capacity employed. Personnel engaged, at shops or on the road, in expediting the production or transportation of materials or equipment, are considered as stationed at the field office and their salaries paid for that portion of their time spent on this Work. Salaries of Contractor's personnel while involved in shop drawing review and processing are included whether such personnel are stationed in the field office or main office.

- (3) Cost of contributions, assessments or taxes incurred during the performance of the Work for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries, or other remuneration to employees of Contractor and included in the Cost of the Work under subparagraphs (1) and (2) above, subject to the limitations set forth in the Contract.
- (4) The portion of reasonable travel and subsistence expenses of Contractor or of its officers or employees incurred while traveling in discharge of duties connected with the Work, subject to the prior approval of the COUNTY.
- (5) Payments made by Contractor to Subcontractors for Work performed pursuant to subcontracts under this Contract; provided, however that the costs of claims of Subcontractors will not be paid as a Cost of the Work, except with the prior written approval of the COUNTY.
- (6) Cost of all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof. Costs of suitable, off-site storage with the prior written approval of the COUNTY.
- (7) Sales, use or similar taxes related to the Work and for which Contractor is liable imposed by any governmental authority,
- (8) Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by Contractor's employees and used in self-performed work. Title to all equipment and materials will pass to the COUNTY upon payment therefor, and Contractor will prepare and execute all documents necessary to effect and perfect such transfer of title.
- (9) Rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the Site of Work for self-performed work, whether rented from Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof, at rental charges consistent with those prevailing in the area.
- (10) Cost of removal of all debris.
- (11) Costs incurred to provide site safety, including all Traffic Control. Costs incurred due to an emergency affecting the safety of persons and property; however, to the extent any cost referred to in this paragraph is incurred by reason of the negligence or other fault of Contractor or any Subcontractor or sub-subcontractor or is reimbursable by insurance or otherwise, then such costs will be excluded from the Cost of the Work.
- (12) Cost of premiums for all bonds which Contractor is required by the Contract to purchase and maintain or which COUNTY has the right to require Contractor to purchase and maintain, including bonds for Subcontractors as required by COUNTY or Contractor with COUNTY's prior approval.
- (13) That portion of insurance premiums that are directly attributable to this Contract.
- (14) Fees and assessments for the building permit and for other permits, licenses and inspections for which Contractor is required by the Contract to pay.
- (15) All reasonable costs and expenditures necessary for the operation of the site office such as stationary supplies, blueprinting, furniture, fixtures, office equipment and field computer services, provided that quantity and rates are subject to COUNTY's prior approval.
- (16) Cost of reprographics with prior written approval of COUNTY.

- (17) Communication expenses such as local and long distance line charges (equipment installation provided by COUNTY at no charge to Contractor), cellular phone usage, personal data assistant (PDA) usage, express messenger service, and similar petty cash items in connection with the Work.
- (18) Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by COUNTY.

(a) Unallowable Cost Items

The Cost of the Work will not include costs such as, but not limited to, the following:

- (1) Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work
- (2) Costs due to the negligence of Contractor, or any Subcontractor, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to the correction of defective or nonconforming Work, disposal of materials and equipment wrongly supplied, or making good any damage to property.
- (3) Costs, if any, in excess of the Contract Price as set forth in the Contract.
- (4) Cost of preconstruction services.
- (5) Legal expenses incurred in prosecuting or defending claims in mediation or litigation (including without limitation, legal expenses incurred pursuant to indemnifying COUNTY and other Covered Parties).
- (6) Cost of any gift, bonus, severance pay, payments to discretionary profit sharing plans, allowance for home office overhead, or payroll processing charges paid to or associated with payments to Contractor's or Subcontractor's employees.
- (7) All moving costs associated with the relocation of Contractor's personnel for the purpose of staffing the Project, except as approved by COUNTY in writing in advance.
- (8) Cost of performing warranty Work provided under this Contract.
- (9) Costs excluded from the Cost of the Work under any other express provision of the Contract.

(c) Cash Discounts

All cash discounts accrue to the Cost of Work. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment accrue to the Cost of the Work, and Contractor will make provisions to secure same.

ARTICLE 6 – JOB ORDER MANAGEMENT

6.1 Planning, Scheduling, Monitoring

Planning, scheduling and progress monitoring are essential functions of Contractor. If required by the Job Order, then within ten (10) days after the issuance of the Job Order, Contractor will prepare and submit to COUNTY a Schedule of Values allocating the Contract Price among the various portions of the Work for purposes of progress payments. The format of the Schedule of Values will be as specified by COUNTY. In addition, if required by the Job Order, Contractor will submit a CPM-based Construction Schedule that Contractor will maintain and update for the duration of the project.

(a) Project Management

Contractor will employ and supply a sufficient force of workers, material and equipment, and will prosecute the Work under each Job Order with such diligence as to maintain a steady rate of progress or, if there is a Construction Progress Schedule, the rate of progress indicated on the Construction Progress Schedule, to prevent work stoppage, and to ensure completion of the Project under each Job Order within the Contract Time.

(b) Daily Log

Contractor will maintain a Daily Log of construction activities using a form approved by COUNTY. Contractor will include in the log all significant issues or problems affecting progress and completion of any Job Order.

If required in a Job Order, Contractor will provide copies of the entries in the Daily Log to COUNTY no later than the morning of the next business day. The Daily Log does not constitute written notice to COUNTY when such notice is required by the Contract.

(c) Progress Schedule and Float

If Contractor submits an original or updated schedule which shows the Work under a Job Order or individual milestone(s) completing earlier than required by the adjusted Final Completion Date in the Job Order, the differences between the forecasted early completion and the required Final Completion Date will be considered Project-owned float available for use by both COUNTY and Contractor.

6.2 Reporting

(a) Monthly Reporting

If required by the Job Order, on the last business day of each calendar month, Contractor will deliver to COUNTY a Monthly Narrative Report. The Report will include a description of all current, issued, and in process Job Orders, the status of each and anticipated problem areas, delaying factors and their impact, and an explanation of corrective action(s) taken or proposed.

The Report will include for each job order the Start Date, the Final Completion Date, and, for Job Orders with more than sixty (60) days between such dates, either (A) the current Progress Schedule for the Project, or (B) the date by which Contractor is to submit a proposed Progress Schedule for approval by COUNTY.

If the Project under any Job Order is behind schedule in any month, the Contractor's Narrative Report will indicate precisely what measures it will take in the next thirty (30) days to put the Work back on schedule.

If requested by COUNTY, Contractor will meet with COUNTY to review the monthly Update Report and to discuss any issues.

(b) Contractor Responsibility

To the extent required in the Job Order for the Project, CONTRACTOR will be responsible to prepare, submit and maintain the daily log, CPM schedules and Narrative Reports indicated above, and failure to do so may be considered a material breach of this Contract. Any additional or unanticipated cost or expense required to maintain logs, schedules reports will be solely CONTRACTOR's obligation and will not be charged to COUNTY.

ARTICLE 7 – CHANGES AND CHANGED CONDITIONS

7.1 Owner Directed Changes in the Scope of Work

By written directive at any time, COUNTY may make any changes within the general scope of the Work under a Job Order or issue additional instructions, require additional or modified Work or direct deletion of Work. Contractor will not proceed with any change involving an increase or decrease in cost or time without prior written authorization from COUNTY in the form of a completed and executed Change Order. If Contractor proceeds with any change involving an increase or decrease in cost or time without written authorization as required by this article, Contractor hereby waives all rights or claims Contractor may have as a result of the change. COUNTY's right to make changes will not invalidate the Contract Documents or relieve Contractor of any liability. Any requirement of notice of change to the Surety will be the responsibility of Contractor.

7.2 Unforeseen Conditions

Contractor will immediately, and before such conditions are disturbed, notify COUNTY in writing of:

- (a) Subsurface or latent physical conditions encountered at the site of the Work under any Job Order which differ materially from those indicated in the Contract Documents and which were not known by Contractor or could not have been discovered by careful examination and investigation of the information available at the time of issuance of a Job Order which could adversely affect the performance within the Contract Price or the Contract Time or both; or
- (b) Unknown and unexpected physical conditions at the site of the Work under any Job Order of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in Work of the character provided for in the Job Order.

7.3 Significant Changes from Assumptions

For the purposes of this Article, actual events, schedules, or costs of labor, materials or components, or the costs of delivering same, that deviate substantially from those stated in the Assumptions underlying the GMP for any Job Order will be a Changed Condition for which CONTRACTOR may be entitled to an equitable adjustment to the GMP and Contract Time for that Job Order; provided, however, that the Assumption is clearly stated in the GMP and the deviation arises from causes beyond the control of CONTRACTOR and without the fault of CONTRACTOR or any Subcontractor or Supplier at any tier.

7.4 Emergencies

In an emergency affecting the safety of life, or of property or a structure, or of adjoining property, CONTRACTOR, without special instruction or authorization from COUNTY or COUNTY, is permitted to act at its discretion to prevent threatened loss or injury. Any compensation claimed by CONTRACTOR on account of such emergency work will be determined in accordance with this Article.

ARTICLE 8 – CONTRACTOR MARKUPS FOR CHANGES IN THE WORK

Contractor may apply markups for Construction Fee and taxes for the original scope and approved changes in the course of the Work. These markups do not apply to CONTRACTOR's preparation of the Contract Price.

- (a) CONTRACTOR will be allowed to markup actual or approved self-performed work by no more than 10%.
- (b) CONTRACTOR will be allowed to markup actual or approved subcontractor/engineering consultant costs for equipment, material, and labor (excluding subcontractor overhead and profit) by no more than 5%.

- (c) CONTRACTOR will be allowed to markup the cost for change order work for payment and performance bonds utilizing the same percentage used on the initial GMP.
- (d) CONTRACTOR will be allowed to markup the cost for change order work for all insurance, utilizing the same percentage used on the initial GMP.
- (e) Contractor cannot charge additional General Conditions to a change order that does not extend the construction time as given in the original GMP.

ARTICLE 9 – DELAYS AND TIME EXTENSIONS

9.1 Excusable Delay

If Contractor is delayed at any time in the progress of the Work under any Job Order by:

- (a) any act or neglect of COUNTY, including any Design Services or separate contractor engaged by COUNTY; or
- (b) by Owner direct changes or unforeseen conditions in the Work under a Job Order; or
- (c) by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, adverse soil conditions, unavoidable casualties; or
- (d) delays or stoppage of work specifically authorized by COUNTY; or
- (e) by causes beyond Contractor's control, avoidance, and mitigation, and without any fault or negligence of Contractor or of any Design Services provided by Contractor, any Subcontractor, Sub-subcontractor or Supplier at any tier, then the Contract Time for the Work under the Job Order will be extended by Change Order for such reasonable time as COUNTY may determine that such event has delayed the Critical Path of the Work under the Job Order, provided that Contractor has complied with the notice and documentation requirements set forth below. Contractor will pay any additional fees or costs incurred by COUNTY, if any, as a result of delays caused by Contractor for circumstances not excused as provided herein.

9.2 Demonstration of Delay

COUNTY will grant no time extensions nor pay delay damages unless the delay can be clearly demonstrated by Contractor on the basis of the updated Critical Path Schedule, and the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of the Work or other reasonable means.

9.3 Application of Float

Since float time within the schedule is jointly owned, COUNTY will grant no time extensions nor pay delay damages until a delay occurs which extends the work beyond the adjusted Final Completion Date. COUNTY-caused delays on the Project may be offset by COUNTY-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to the Contractor, etc.). In such an event, Contractor will not be entitled to receive a time extension or delay damages until all COUNTY-caused time savings are exceeded and the Final Completion Date or milestone date is also exceeded.

ARTICLE 10 – NOTICE OF CLAIM FOR CHANGED CONDITIONS OR DELAY

10.1 Notice Required

Contractor will make the initial notice of any changed condition or delay in the work in writing to COUNTY immediately but in no event later than five (5) days after discovery of the event giving rise to the change or delay. Then, Contractor will provide additional details of the event giving rise to the change or delay in writing to COUNTY

within seven (7) days from the start of the change or delay. Failure to meet these time requirements will absolutely bar any and all later claims.

The detailed notice will describe the change condition and indicate the anticipated length of the delay, the probable effect of such delay upon the progress and cost of the Work under the Job Order, and potential mitigation plans.

10.2 County Investigation

COUNTY will within ten (10) days, or such other reasonable time as necessary, investigate the conditions discovered. If COUNTY finds that conditions are so materially different as to support an equitable adjustment in the Contract Price or the Contract Time, this will be done by written Change Order. If COUNTY determines that no Change Order will be issued, and Contractor concurs, Contractor will continue with the Work with no change in the Contract Price or the Contract Time. If COUNTY determines that no Change Order will be issued or that a Change Order will be issued but Contractor does not concur in the proposed Change Order, the matter will be resolved under **Article 27 – Disputes** of the Contract

10.3 Continuing Cause for Delay – Notice

If the cause of the change condition or delay is continuing, Contractor must give written notice monthly to COUNTY. If there is a Narrative Report, Contractor will include the written notice in the monthly Narrative Report.

Within fifteen (15) days after the elimination of any change condition or delay, Contractor will submit further documentation of the change or delay and, if applicable a formal written request covering the cost of the change and/or an extension of time. The written request for a cost increase or time extension will state the cause of the change or delay, the amount and or number of days extension requested and, if there is a Progress Schedule for the Project, provide a fully documented analysis of the Progress Schedule, including any other data to demonstrate a delay in the critical path of the Work or individual milestone or the overall project completion. If Contractor does not comply with the notice and documentation requirements set forth above, County will reject the claim.

ARTICLE 11 – FULL SETTLEMENT

If COUNTY approves a written Change Order for any claim presented in accordance with **Articles 7, 9 or 10** above, it will be in full and final settlement of all claims for direct, indirect, delay, disruption, inefficiency and any other consequential costs related to items covered or affected, as well as time extensions. Any such claim not presented by Contractor for inclusion in the Change Order is irrevocably waived.

ARTICLE 12 – SUSPENSION OF WORK

COUNTY may, at any time and without cause, order Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as COUNTY may determine to be appropriate for its convenience. COUNTY will make equitable adjustment for any increase in the Contract Time necessarily caused by such suspension or delay by written Change Order.

ARTICLE 13 – RIGHT TO STOP WORK

If Contractor fails to correct defective Work relating to one or more Job Orders as required or fails to carry out the Work under one or more Job Orders in accordance with the Contract Documents, COUNTY by written notice may order Contractor to stop the Work or any portion of the Work under one or more or all Job Orders, until the cause for the order has been eliminated to the satisfaction of COUNTY.

COUNTY may stop Work without written notice for up to twenty-four (24) hours whenever such action is necessary or advisable to ensure conformity with the Contract Documents. Contractor will not be entitled to an adjustment in the Contract Price or Contract Time under this subsection. The right of COUNTY to stop the Work will not give rise to a duty on the part of COUNTY to exercise this right for the benefit of the Contractor or others.

ARTICLE 14 – PERFORMANCE MEASUREMENT

14.1 Performance Assessment

Promptly after final completion of the Work under each Job Order, COUNTY will complete a written evaluation of CONTRACTOR's performance of the Work. The evaluation will consist of completion by COUNTY of the Performance Quality Evaluation Form (**Attachment 2 to Exhibit "C"**).

14.2 Feedback

COUNTY will share the completed Performance Evaluation with CONTRACTOR as a means of providing feedback regarding CONTRACTOR's cost, schedule and quality performance. CONTRACTOR may submit additional information, comment, recommendations or rebuttal for association with the Performance Evaluation.

14.3 Comparative Assessment

COUNTY will compare CONTRACTOR's costs, schedule and quality performance of Job Orders under this Contract periodically to the performance of other like-situated Contractors. COUNTY will share the results of these comparisons with CONTRACTOR.

CONTRACTOR understands that these assessments will necessarily involve significant subjectivity. CONTRACTOR agrees to this process and agrees further that the application of subjectivity in these assessments will not form the basis for any claim or cause of action of any form whatsoever.

14.4 Consideration in Renewal

CONTRACTOR's record of cost, schedule and quality performance and comparative assessments will be significant considerations in COUNTY's determination whether to renew this Contract. CONTRACTOR agrees that any determination by COUNTY not to renew this Contract based on performance will be at COUNTY's sole discretion.

ARTICLE 15 – SUBCONTRACTORS

15.1 Subcontractor List

Promptly after execution of this Contract and prior to commencing work on the first Job Order under this Contract, CONTRACTOR will deliver to COUNTY a list of Subcontractors in the major trade areas that CONTRACTOR proposes to use for Work under Job Orders. CONTRACTOR may add to this list from time to time, with the approval of COUNTY. Contractor will not use a Subcontractor for Work under a Job Order in a major trade area unless the Subcontractor is on the list or an addition to the list delivered to COUNTY.

15.2 Subcontractor Selection

CONTRACTOR will select Subcontractors in accordance with the Subcontractor Selection Plan incorporated into this Contract.

15.3 Subcontracts

- (a) CONTRACTOR will deliver to each Subcontractor and will cause each Subcontractor to deliver to each sub-subcontractor a copy of this Contract and the General Conditions and all other Contract Documents relating to the Work of the Subcontractor or sub-subcontractor. Contractor will include in its contract with each Subcontractor all provisions of the Contract Documents required by the Contract Documents to be included in those contracts and will cause its Subcontractors to include the same provisions in their contracts with their sub-subcontractors at all tiers.
- (b) Each Subcontract, or other Agreement, with any subcontractor for any job order will include the address or location of the work.

- (c) CONTRACTOR will be responsible for insuring that the work of its subcontractors is performed within the guidelines established herein, in a timely manner, and will not adversely impact the overall Job Order schedule.

15.4 Assignment Upon Termination

Contractor hereby assigns to COUNTY (and its assigns) all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by Contractor for performance of any part of the Work under each Job Order, which assignment will be effective upon termination of the Contract by COUNTY and only as to those subcontracts and purchase orders which COUNTY assumes in writing. All subcontracts and purchase orders will provide that they are freely assignable by Contractor to COUNTY and its assigns. Such assignment is part of the consideration to COUNTY for entering into the Contract with Contractor and may not be withdrawn prior to final completion of the Work under each Job Order.

ARTICLE 16 – INSPECTION OF COVERED MATERIAL

Any Work required to be inspected by COUNTY prior to being covered, which is covered without prior inspection or without prior consent of COUNTY, must be uncovered and recovered by Contractor, if requested by COUNTY, at no cost to COUNTY, notwithstanding the provisions of the following subsection.

If any portion of the Work, other than those portions required to be inspected by COUNTY prior to being covered, has been covered over, COUNTY may request that it be uncovered for observation. If such portion is found to be in accordance with the requirements of the Contract Documents, the cost of uncovering it will be charged to COUNTY as a Change Order. If such portion is found not to be in accordance with the requirements of the Contract Documents, Contractor will bear such costs.

Contractor will notify COUNTY by email or fax at least twenty-four (24) hours prior to the time at which the COUNTY must be present to perform an inspection. Failure to provide such notice will place Contractor at risk for all consequences of non-inspection and having to uncover work.

ARTICLE 17 – PRODUCT SAMPLES, TESTS, AND CERTIFICATES

17.1 General

Contractor will furnish Product Samples of all items requested or required by the Specifications, if any. Product Samples will be properly identified and submitted with such promptness as to cause no delay in Work or in the work of any other Contractor and to allow time for consideration by the DP, if any.

17.2 Form of Submission

- (a) Each Product Sample must be accompanied by a letter of transmittal containing the following information:
- (1) Date of Submission
 - (2) Name of Project
 - (3) Location of Project
 - (4) Branch of Work (Specification Section Number)
 - (5) Project Number
 - (6) Name of Submitting Contractor
 - (7) Name of Subcontractor

- (b) Contractor will furnish to COUNTY a certificate guaranteeing that material or equipment submitted complies with the Contract Documents. If a certificate originates with the manufacturer, Contractor will endorse it and submit it to COUNTY together with a statement of compliance in its own name.

17.3 Testing

- (a) After delivery of materials, COUNTY may make or arrange for such tests as it deems necessary, with samples required for such tests being furnished by and at the cost of Contractor. Any test is for the benefit of COUNTY and will not relieve Contractor of the responsibility for providing quality control measures to assure that Work strictly complies with the Contract Documents. No test will be construed as implying acceptance of materials, work, workmanship, equipment, accessories or any other item or thing.
- (b) No tests, inspections or approvals performed or given by COUNTY or others acting for COUNTY or any agency of Federal, State or Local government nor any acts or omissions by COUNTY or the DP, if any, or COUNTY in administering the Contract will relieve the Contractor from its duty to perform the Work in accordance with the Contract Documents and applicable law.
- (c) On the basis of the test results, materials, workmanship, equipment or accessories may be rejected even though general approval has been given. If items have been incorporated in Work, COUNTY has the right to cause their removal and replacement by items meeting Contract Documents requirements or to demand and secure appropriate reparation to COUNTY from Contractor.

17.4 Return of Samples

Unless the DP, or COUNTY is authorized at the time of submittal to return samples at Contractor's expense, rejected samples will be destroyed.

ARTICLE 18 – TERMINATION FOR CAUSE

As provided in **Article 15** of the Contract

ARTICLE 19 - TERMINATION FOR CONVENIENCE OF THE COUNTY

As provided in **Article 16** of the Contract

ARTICLE 20 – DESIGN SERVICES BY CONTRACTOR

20.1 Applicability

This **Article 20** applies only to design services provided by an employee, agent or independent contractor of Contractor.

20.2 Contractor Responsibility

- (a) Contractor is responsible to COUNTY for and indemnifies COUNTY from and against all claims, demands, losses, damages, costs and expenses (including, without limitation, COUNTY's reasonable attorney's fees and litigation expenses) to the extent arising or resulting from failure by the Design Professional to exercise the level of care ordinarily exercised by an architect or engineer, as applicable, in the Tucson, Arizona, metropolitan area under similar circumstances, including, without limitation, any such failure relating to adequacy, fitness, completeness, suitability or correctness of the Drawings and Specifications. This responsibility and indemnity of Contractor to COUNTY includes, among other items:

- (1) Costs and expenses of any corrective work, inefficient extra work or rework and the premium paid for any omitted work as a Change Order instead of as part of the original Contract Price of a Job Order sustained by COUNTY due to errors or omissions in the Drawings and Specifications arising from any failure by the DP to meet the standard of care set forth immediately above; and
 - (2) Recognizing that the Drawings and Specifications may be relied upon by third parties involved in the Work under the Job Order (including, without limitation, Subcontractors, Sub-subcontractors and Suppliers) third-party claims, demands, losses, damages, costs and expenses (including, without limitation, COUNTY's reasonable attorney's fees and litigation expenses) arising from any failure by the DP to meet the standard of care set forth immediately above.
- (b) Contractor acknowledges and agrees that approval by COUNTY in no way relieves Contractor nor the Design Professional of responsibility for the Drawings and Specifications. Contractor, the DP and COUNTY will cooperate in the resolution of any disagreements or disputes relating to the Drawings and Specifications or the other activities and obligations of the Design Professional so as to minimize any detrimental impact upon the Work under the Job Order. However, such cooperation is not a waiver of any rights that any of COUNTY, Contractor and the DP have as to the others of them. Any disagreements or disputes between Contractor and COUNTY relating to the Drawings and Specifications or other activities and obligations of the DP will be resolved as provided in **Article 27 – Disputes** of the Contract.
 - (c) All Drawings and Specifications prepared by the DP and required to bear the seal of the DP will bear the seal of the DP.
 - (d) Neither Contractor nor the DP will engage, contract with or use the services of any special consultant relating to the Design Services, without obtaining the prior approval of COUNTY. The Contractor will submit to COUNTY for its approval a written description of the scope of services to be provided by any such special consultant, with the latter's acknowledgment thereof. No provision of the Contract Documents and no approval by COUNTY of the scope of services to be provided by any special consultant will be construed as an agreement between COUNTY and any special consultant or in any way affect the responsibilities of Contractor hereunder, and, unless otherwise agreed to in writing by COUNTY, the fees of any special consultants retained by the DP will be deemed covered by the Contract Price for Design Services in the Job Order.
 - (e) All services, travel and supplies necessary or useful to DP and any special consultant relating to a Job Order are included in the Contract Price for Design Services in the Job Order and will not be separately reimbursable unless specifically identified and approved by COUNTY in writing in advance of being incurred.
 - (f) If the DP is not an employee of Contractor but is an agent or independent contractor of Contractor, then Contractor will have a written agreement with the DP containing at a minimum the provisions of this **Article 20** and may have additional provisions that do not affect or impair this **Article 20**. The written contract between Contractor and DP will obligate the DP to perform all Design Services relating to the Job Order and also such reasonable advisory and consulting services as may be requested by COUNTY in connection with the Job Order and as are contemplated by the Contract and these General Conditions.

20.3 Site Access

Regardless whether the DP for a Job Order is provided by Contractor or COUNTY, the DP will have such access to the site of the Work under a Job Order as the DP determines to be appropriate in order to perform the Design Services and the other services for which the DP is obligated. COUNTY will have access to the site of the Work under a Job Order as COUNTY determines to be appropriate in order to perform oversight services for COUNTY. COUNTY will visit the site as determined by COUNTY to be appropriate in order to advise COUNTY as to the quality and progress of construction as provided in these General Conditions. Contractor and COUNTY will cooperate with the DP and COUNTY in all respects with regard to their performing their functions, including attending meetings as requested.

20.4 Professional Errors and Omissions Insurance

If Design Services for a Job Order are provided by a Design Professional that is an employee, agent or independent contractor of Contractor, the Design Professional will be covered by and/or maintain professional liability or errors and omissions insurance with minimum limits of \$1,000,000 (each claim and/or each wrongful act and/or each loss) and an unimpaired aggregate limit of \$1,000,000 with respect to the Contract. Retroactive Liability Date (if applicable to Claims Made coverage) will be the same as the effective date of the Contract. The policy will cover professional misconduct and will include one of the following types of professional liability policy for errors and omissions, as applicable:

Architects/Engineers Professional
Other (Specify profession)

The policy will contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

END EXHIBIT "C" SPECIAL CONDITIONS – MULTIPLE AWARD JOB ORDER CONTRACT

ATTACHMENT 1 TO EXHIBIT "C" (2 pages) GMP PROPOSAL FORM

COMPANY NAME: _____

LABOR ESTIMATE FORM			
TRADE	HOURS	HOURLY RATE	EXTENSION
General Foreman		\$	\$
Foreman		\$	\$
Journeyman Electrician		\$	\$
Apprentice Electrician		\$	\$
Other:			
		LABOR TOTAL	\$

MATERIALS ESTIMATE FORM			
ITEM	QUANTITY	UNIT COST	EXTENSION
Fencing			
Concrete			
Electrical Components			
Other:			
		MATERIAL SUBTOTAL	
		SALES TAX (%)	\$
		MATERIALS MARKUP (%)*	\$
		MATERIALS TOTAL	\$

SUBCONTRACTED TRADES (LABOR, MATERIALS & EQUIPMENT)	
	\$
SUBCONTRACTED TRADES SUBTOTAL	\$
SUBCONTRACTED TRADES SALES TAX (%)	\$
SUBCONTRACTED TRADES MARKUP (%)*	\$
SUBCONTRACTED TRADES TOTAL	\$

*Not to exceed 10%

METHOD OF APPROACH – describe means, methods and materials planned to complete the work.	
ESTIMATED TIME FOR COMPLETION FROM NOTICE TO PROCEED:	CCD's

DO NOT SUBMIT PRICING INFORMATION WITH YOUR PROPOSAL

END ATTACHMENT 1 TO EXHIBIT "C" GMP PROPOSAL FORM

**ATTACHMENT 2 TO EXHIBIT "C" (3 pages)
CONTRACTOR EVALUATION FORM**

FOR OFFICIAL USE ONLY (WHEN COMPLETED)

PERFORMANCE EVALUATION (CONSTRUCTION)		1. CONTRACT NUMBER	
		2. CEC NUMBER	
IMPORTANT: Be sure to complete Part III - Evaluation of Performance Elements on reverse.			
PART I - GENERAL CONTRACT DATA			
3. TYPE OF EVALUATION (X one)		4. TERMINATED FOR DEFAULT	
<input type="checkbox"/> INTERIM (List percentage _____ %) <input type="checkbox"/> FINAL		<input type="checkbox"/> AMENDED	
5. CONTRACTOR (Name, Address, and ZIP Code)		6.a. PROCUREMENT METHOD (X one)	
		<input type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATED	
		6.b. TYPE OF CONTRACT (X one)	
		<input type="checkbox"/> FIRM FIXED PRICE <input type="checkbox"/> COST REIMBURSEMENT	
		OTHER (Specify)	
7. DESCRIPTION AND LOCATION OF WORK			
8. TYPE AND PERCENT OF SUBCONTRACTING			
9. FISCAL DATA	a. AMOUNT OF BASIC CONTRACT \$	b. TOTAL AMOUNT OF MODIFICATIONS \$	c. LIQUIDATED DAMAGES ASSESSED \$
	d. NET AMOUNT PAID CONTRACTOR \$		
10. SIGNIFICANT DATES	a. DATE OF AWARD	b. ORIGINAL CONTRACT COMPLETION DATE	c. REVISED CONTRACT COMPLETION DATE
	d. DATE WORK ACCEPTED		
PART II - PERFORMANCE EVALUATION OF CONTRACTOR			
11. OVERALL RATING (X appropriate block)			
<input type="checkbox"/> OUTSTANDING <input type="checkbox"/> ABOVE AVERAGE <input type="checkbox"/> SATISFACTORY <input type="checkbox"/> MARGINAL <input type="checkbox"/> UNSATISFACTORY (Explain in Item 20 on reverse)			
12. EVALUATED BY			
a. ORGANIZATION (Name and Address (Include ZIP Code))		b. TELEPHONE NUMBER (Include Area Code)	
c. NAME AND TITLE	d. SIGNATURE		e. DATE
13. EVALUATION REVIEWED BY			
a. ORGANIZATION (Name and Address (Include ZIP Code))		b. TELEPHONE NUMBER (Include Area Code)	
c. NAME AND TITLE	d. SIGNATURE		e. DATE
14. AGENCY USE (Distribution, etc.)			

DD FORM 2626, JUN 94

EXCEPTION TO SF 1420 APPROVED BY GSA/IRMS 6-94

Reset

Adobe Professional 7.0

FOR OFFICIAL USE ONLY (WHEN COMPLETED)

PART III - EVALUATION OF PERFORMANCE ELEMENTS

N/A = NOT APPLICABLE O = OUTSTANDING A = ABOVE AVERAGE S = SATISFACTORY M = MARGINAL U = UNSATISFACTORY

15. QUALITY CONTROL							16. EFFECTIVENESS OF MANAGEMENT						
N/A	O	A	S	M	U	N/A	O	A	S	M	U		
a. QUALITY OF WORKMANSHIP						a. COOPERATION AND RESPONSIVENESS							
b. ADEQUACY OF THE CQC PLAN						b. MANAGEMENT OF RESOURCES/ PERSONNEL							
c. IMPLEMENTATION OF THE CQC PLAN						c. COORDINATION AND CONTROL OF SUBCONTRACTOR(S)							
d. QUALITY OF QC DOCUMENTATION						d. ADEQUACY OF SITE CLEAN-UP							
e. STORAGE OF MATERIALS						e. EFFECTIVENESS OF JOB-SITE SUPERVISION							
f. ADEQUACY OF MATERIALS						f. COMPLIANCE WITH LAWS AND REGULATIONS							
g. ADEQUACY OF SUBMITTALS						g. PROFESSIONAL CONDUCT							
h. ADEQUACY OF QC TESTING						h. REVIEW/RESOLUTION OF SUBCONTRACTOR'S ISSUES							
i. ADEQUACY OF AS-BUILTS						i. IMPLEMENTATION OF SUBCONTRACTING PLAN							
j. USE OF SPECIFIED MATERIALS													
k. IDENTIFICATION/CORRECTION OF DEFICIENT WORK IN A TIMELY MANNER													
17. TIMELY PERFORMANCE							18. COMPLIANCE WITH LABOR STANDARDS						
a. ADEQUACY OF INITIAL PROGRESS SCHEDULE						b. CORRECTION OF NOTED DEFICIENCIES							
b. ADHERENCE TO APPROVED SCHEDULE						b. PAYROLLS PROPERLY COMPLETED AND SUBMITTED							
c. RESOLUTION OF DELAYS						c. COMPLIANCE WITH LABOR LAWS AND REGULATIONS WITH SPECIFIC ATTENTION TO THE DAVIS-BACON ACT AND EEO REQUIREMENTS							
d. SUBMISSION OF REQUIRED DOCUMENTATION													
e. COMPLETION OF PUNCHLIST ITEMS						19. COMPLIANCE WITH SAFETY STANDARDS							
f. SUBMISSION OF UPDATED AND REVISED PROGRESS SCHEDULES						a. ADEQUACY OF SAFETY PLAN							
g. WARRANTY RESPONSE						b. IMPLEMENTATION OF SAFETY PLAN							
						c. CORRECTION OF NOTED DEFICIENCIES							

20. REMARKS (Explanation of unsatisfactory evaluation is required. Other comments are optional. Provide facts concerning specific events or actions to justify the evaluation. These data must be in sufficient detail to assist contracting officers in determining the contractor's responsibility. Continue on separate sheet(s), if needed.)

EXHIBIT "D" (3 pages)

SPECIAL CONDITIONS – FEDERAL PROVISIONS

These provisions apply only to work subject to Federal-Aid. A copy of this Exhibit "D" and a current Wage Determination shall be attached to the Job Order for any federally funded project. Current wage determinations may be found at <http://www.wdol.gov/dba.aspx>

ARTICLE 1 – DAVIS BACON ACT WAGE DETERMINATION

CONTRACTOR shall pay wages in accordance with the most current Davis Bacon rates in effect in Pima County, Arizona at the time the Job Order is negotiated. CONTRACTOR shall provide to COUNTY at the time of Job Order negotiation, an adjustment to each of the unit prices for the line items that require payment Davis-Bacon wages. CONTRACTOR shall include a copy of the most recent Davis-Bacon Wage Determination in their proposal for incorporation into the Job Order's terms and conditions. The most current Davis-Bacon Act Wage Determinations may be found online at <http://www.wdol.gov/dba.aspx>

ARTICLE 2 – SUBCONTRACTORS

In addition to the requirements set forth in Article 8 of the Master Agreement, CONTRACTOR shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, listed in the Federal Government's System for Award Management (SAM) system (<https://www.sam.gov/portal/public/SAM>) with an active exclusion.

ARTICLE 3 – OWNERSHIP OF DOCUMENTS

In addition to the requirements set forth in Article 22 of the Master Agreement, 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 Agreement or any subcontract; and (b) Any rights of copyright to which CONTRACTOR or COUNTY acquires ownership under this Agreement.

ARTICLE 4 – BOOKS AND RECORDS

In addition to the requirements set forth in Article 23 of the Master Agreement, CONTRACTOR shall also keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by the Granting Agency and the Comptroller General of the United States.

ARTICLE 5 – CHANGED CONDITIONS

- (1) Differing site conditions.
 - (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
 - (ii) Upon written notification, COUNTY will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. COUNTY will notify CONTRACTOR of the determination whether or not an adjustment of the contract is warranted.

- (iii) No contract adjustment which results in a benefit to CONTRACTOR will be allowed unless CONTRACTOR has provided the required written notice.
 - (iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.
- (2) Suspensions of work ordered by COUNTY.
- (i) If the performance of all or any portion of the work is suspended or delayed by COUNTY in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and CONTRACTOR believes that additional compensation and/or contract time is due as a result of such suspension or delay, CONTRACTOR shall submit to COUNTY in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
 - (ii) Upon receipt, COUNTY will evaluate CONTRACTOR'S request. If COUNTY agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of CONTRACTOR, its suppliers, or subcontractors at any approved tier, and not caused by weather, COUNTY will make an adjustment (excluding profit) and modify the contract in writing accordingly. CONTRACTOR will be notified of COUNTY'S determination whether or not an adjustment of the Contract is warranted.
 - (iii) No contract adjustment will be allowed unless CONTRACTOR has submitted the request for adjustment within the time prescribed.
 - (iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.
- (3) Significant changes in the character of work.
- (i) COUNTY reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and CONTRACTOR agrees to perform the work as altered.
 - (ii) If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against CONTRACTOR in such amount as COUNTY may determine to be fair and equitable.
 - (iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.
 - (iv) The term "significant change" shall be construed to apply only to the following circumstances:
 - (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

- (B) When a major item of work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original Contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

END EXHIBIT "D" SPECIAL CONDITIONS – FEDERAL PROVISIONS

EXHIBIT "E" (1 page)
SUPPLEMENTAL PROVISIONS FOR REGIONAL TRANSPORTATION
AUTHORITY FUNDED CONSTRUCTION CONTRACTS

ARTICLE 1 – BASIC TERMS

Any changes to the Project which result in the final project cost deviating by ten or more percent from the RTA's budget amount for the Project must be approved by the RTA in advance of those changes being made, regardless of whether the RTA is funding the change or not. For the purposes of this paragraph only, the term "project" refers specifically and exclusively to the project as defined and funded by the Agreement between COUNTY and RTA.

ARTICLE 2 – INSURANCE

In addition to the requirements set forth in Article 4 of the Master Agreement, Both COUNTY and the RTA shall be endorsed as "Additional Insured" under the Commercial General Liability Policy. All certificates of insurance must provide for guaranteed thirty (30) days written notice to COUNTY of cancellation, non-renewal or material change.

ARTICLE 3 – INDEMNIFICATION

In addition to the requirements set forth in Article 5 of the Master Agreement, CONTRACTOR shall indemnify, defend, and hold harmless the RTA, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any omission, fault or negligence by CONTRACTOR, its agents, employees, subcontractors, or anyone under its direction or control or on its behalf in connection with performance of this Master Agreement. This obligation shall survive termination or expiration of this Master Agreement. The obligations under this Article shall not extend to the negligence of the RTA, its agents, employees or indemnitee.

ARTICLE 4 – BONDING REQUIREMENTS

In addition to the requirements set forth in Article 21 of the Master Agreement, CONTRACTOR shall name the RTA as a beneficiary in any payment and performance related assurances in addition to COUNTY.

**END OF EXHIBIT 'E' - SUPPLEMENTAL PROVISIONS FOR REGIONAL TRANSPORTATION AUTHORITY
FUNDED CONSTRUCTION CONTRACTS**



PROCUREMENT DEPARTMENT

DESIGN & CONSTRUCTION DIVISION • 130 W. CONGRESS STREET, 3RD FLOOR • TUCSON, ARIZONA 85701-1317
TELEPHONE (520) 724-3731 • FAX (520) 724-4434

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

Durazo Construction Corporation

Insured Firm

TRA 7885883

Policy Number

Westfield Insurance Company

Insurance Carrier

Sandra Lynn Yarnal

Authorized Carrier Signature

Sandra Lynn Yarnal
Printed Name

2-14-17

Date of Signature

NOTE: This document must be included with Insurance Certificates at time of signing contract or renewing contract.

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

KNOW ALL MEN BY THESE PRESENTS THAT: _____
(hereinafter "Principal"), as Principal, and _____

CHECK SHEET & TRANSMITTAL

DATE: February 7, 2017

PROJECT: Job Order Master Agreement for Park Services

X Performance Bond
ML (In accordance with the terms in the contract)
By initialing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

X Payment Bond
ML (In accordance with the terms in the contract)
By initialing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

A Certified copy of Power of Attorney of the person signing for the Surety Company must be dated and filed with the bonds.

KINDLY HAVE RESIDENT AGENT COUNTERSIGN THE BONDS (other than the "Attorney in Fact"), AS PROVIDED FOR ON THE BOND FORMS.

INSURANCE

- X Certificate of Evidence of Workers' Compensation for Prime Contractor.
- X Certificate of Commercial General Liability Insurance (in the amount as stated in the original bid documents) for Prime Contractor. **IMPORTANT: CERTIFICATE SHALL SHOW PIMA COUNTY AS ADDITIONAL INSURED AND ADDED ON POLICY BY ENDORSEMENT FOR COMMERCIAL GENERAL LIABILITY.**
- X Certificate of Comprehensive Automobile Liability Insurance (in the amount as stated in the original bid documents. **IMPORTANT: CERTIFICATE SHALL SHOW PIMA COUNTY AS ADDITIONAL INSURED AND ADDED ON POLICY BY ENDORSEMENT FOR COMPREHENSIVE AUTOMOBILE LIABILITY.**
- N/A Certificate of Professional Liability Insurance
- X Builder's Risk Insurance including: Fire, Extended Coverage, Vandalism & Malicious Mischief and Theft.
Builder's Risk insurance shall be required on all vertical construction.
The policy should list Pima County as a loss payee.

OTHER REQUIREMENTS

Please remember that Pima County needs to be added as an additional insured to the general liability AND automobile liability policy. Addition of the name "Pima County" at the bottom of the general and auto certificates is NOT sufficient to add Pima County as additional insured. We require either an endorsement adding Pima County as additional insured to each policy (general and auto), a blanket endorsement or completion of the attached additional insured form. Your insurance company should be able to complete this additional insured requirement for you; they can contact me if they have questions.

Christy A. Bustillos
Procurement Design & Construction
Ph.: (520) 724-8414 / Email: Christy.bustillos@pima.gov

Additional Insured for Commercial General Liability and Comprehensive Automobile Liability Endorsement Form (attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/8/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURICA / Minard-Ames Insurance Services LLC 4646 E. Van Buren St., #200 Phoenix AZ 85008	CONTACT NAME: Certificates	
	PHONE (A/C, No., Ext): 602-273-1625	FAX (A/C, No.): 602-273-0212
E-MAIL ADDRESS: certs@INSURICA.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Westfield Insurance Company		24112
INSURER B: CopperPoint Mutual Insurance Compan		14216
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED DURACON02C
 Durazo Construction Corporation
 P.O. Box 629
 Tucson AZ 85709

COVERAGES **CERTIFICATE NUMBER:** 1879351039 **REVISION NUMBER:**

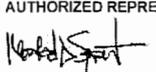
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500 PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	TRA7885883	9/30/2016	9/30/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	TRA7885883	9/30/2016	9/30/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	TRA7885883	9/30/2016	9/30/2017	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1002525	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

Certificate Holder is defined as additional insured with respects to the general, auto and umbrella liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. General Liability coverage is primary and non-contributory. A Waiver of subrogation in favor of Certificate Holder applies to the general, auto and umbrella liability if required or agreed to in a written contract subject to all provisions and limitation of the policy. Per attached forms: CG2010 04/13; CG2037 04/13; CA7077 09/11; CG2001 04/13; CG7137 11/12; CA0444 03/10; CG2503 05/09.

RE: Job Order Master Agreement For Park Services. Additional Insured: Pima County Procurement Department, its departments, districts, boards, commissions, officers, officials, agents, and employee. Waiver of Subrogation applies in favor of additional insured.

CERTIFICATE HOLDER Pima County Procurement Department 130 West Congress, 3rd Floor Mail Stop DT-AB3-126 Tucson AZ 85701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

contract or agreement to provide for such additional insured.

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

A. Who Is An Insured broadened:

- Additional Insured by Contract, Agreement or Permit
- Legally Incorporated Subsidiaries
- Newly Acquired Organizations

B. Supplementary Payments

- Bail Bonds - \$5000
- Loss of Earnings - \$500

C. Fellow Employee Exclusion Amendment

D. Coverage Extensions

- Transportation Expenses
- Personal Effects (Excess Basis)

E. Additional Coverages

- Expenses paid for returning a stolen covered auto
- Fire Department Service Charge

F. Airbag Coverage - Accidental Discharge

G. Glass Repair - Waiver of Deductible

H. Knowledge and Notice of an Accident, Claim or Suit

I. Unintentional Failure To Disclose Hazards

J. Worldwide Coverage

K. Definitions

- Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

A. WHO IS AN INSURED BROADENED

SECTION II - LIABILITY COVERAGE, item A. Coverage, 1. Who Is An Insured is amended to include the following additional paragraphs:

- d. Any legally incorporated subsidiary of yours in which you own more than

50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

- (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - LIABILITY COVERAGE, item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. FELLOW EMPLOYEE EXCLUSION AMENDMENT

SECTION II - LIABILITY COVERAGE, item B. Exclusions, 5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

D. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. **Coverage Extensions:**

c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

E. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:

5. We will pay the expense of returning a stolen covered "auto" to you.
6. **Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

- (a) Assumed by contract or agreement prior to loss; or
- (b) Required by local ordinance.

No deductible applies to this additional coverage.

F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **B. Exclusions**, subparagraph 3.a. is deleted and replaced with the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

G. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, item **D. Deductible** the following paragraph is added:

No deductible shall apply to glass damage if the glass is repaired rather than replaced.

H. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item **A. Loss Conditions** is amended as follows:

Subparagraph **a.** under Item **2. Duties In The Event Of Accident, Claim, Suit Or Loss**, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph **b.(2)** under **2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not

mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

I. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, **B. General Conditions**, **2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

J. WORLDWIDE COVERAGE

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, **B. General Conditions**, **7. Policy Period, Coverage Territory**, subparagraph (5) is deleted and replaced with the following:

(5) Anywhere in the world, if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rico or Canada or in a settlement we agree to.
- (c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

K. DEFINITIONS

Under **SECTION V - DEFINITIONS**, Item **C.** is replaced by the following:

- C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

A. Expected or Intended Injury

- Reasonable force

B. Liquor Liability Coverage Extension**C. Non-Owned Watercraft**

- Increased to 60 feet

D. Non-Owned Aircraft**E. Damage To Property - Borrowed Equipment****F. Damage To Premises Rented To You****G. Personal And Advertising Injury**

- Contractual Personal and Advertising Injury
- Exclusions

H. Supplementary Payments

- Bail Bonds - \$2,500
- Loss of Earnings - \$1,000

I. Additional Insureds - Automatic Status

- State or Governmental Agency or Subdivision or Political Subdivision Controlling Interest
- Managers or Lessors of Premises
- Mortgagee, Assignee or Receiver
- Owners or Other Interests From Whom Land Has Been Leased
- Co-Owners of Insured Premises
- Lessor of Leased Equipment

J. Who Is An Insured broadened

- Joint Ventures / Partnership / Limited Liability Company
- Health Care Professionals (Incidental Medical Malpractice)
- Individual Owners of Building are Insured's
- Newly Formed or Acquired Entities

K. Knowledge and Notice of Occurrence**L. Other Insurance Condition Amended****M. Unintentional Failure To Disclose Hazards****N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status****O. Liberalization****P. Definitions**

- Bodily Injury redefined
- Insured Contract redefined
- Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under **SECTION 1, COVERAGES, COVERAGE**

A. BODILY INJURY AND PROPERTY DAMAGE

exclusion **a.** is replaced with the following:

a. Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

a. Primary Insurance

This insurance is primary and non-contributory except when **b.** below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion **g.** of **Section I - Coverage A.**
- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of Insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item 6. **Representations**, the following is added:

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item 8. **Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS**, item 3. is deleted and replaced with the following:

- 3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS**, item 9. is deleted and replaced with the following:

- 9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF
RECOVERY AGAINST OTHERS TO US
(WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Durazo Construction Corporation

Endorsement Effective Date: 09/30/2016

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Automatic Status when required by Contract

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

All Projects

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section - III Limits of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



PROCUREMENT DEPARTMENT
DESIGN & CONSTRUCTION DIVISION • 130 W. CONGRESS STREET, 3RD FLOOR • TUCSON, ARIZONA 85701-1317
TELEPHONE (520) 724-3731 • FAX (520) 724-4434

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

Lloyd Construction and Complete Concrete

Insured Firm

60476382

Policy Number

21st Century National Insurance Company

Insurance Carrier

Authorized Carrier Signature

R. J. Mascolino

Printed Name

02/10/2017

Date of Signature

NOTE: This document must be included with Insurance Certificates at time of signing contract or renewing contract.

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

KNOW ALL MEN BY THESE PRESENTS THAT: _____

(hereinafter "Principal"), as Principal, and _____

CHECK SHEET & TRANSMITTAL

DATE: February 7, 2017

PROJECT: Job Order Master Agreement for Park Services

X Performance Bond
(In accordance with the terms in the contract)
By initialing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

X Payment Bond
(In accordance with the terms in the contract)
By initialing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

A Certified copy of Power of Attorney of the person signing for the Surety Company must be dated and filed with the bonds.

KINDLY HAVE RESIDENT AGENT COUNTERSIGN THE BONDS (other than the "Attorney in Fact"), AS PROVIDED FOR ON THE BOND FORMS.

INSURANCE

- X Certificate of Evidence of Workers' Compensation for Prime Contractor.
- X Certificate of Commercial General Liability Insurance (in the amount as stated in the original bid documents) for Prime Contractor. **IMPORTANT: CERTIFICATE SHALL SHOW PIMA COUNTY AS ADDITIONAL INSURED AND ADDED ON POLICY BY ENDORSEMENT FOR COMMERCIAL GENERAL LIABILITY.**
- X Certificate of Comprehensive Automobile Liability Insurance (in the amount as stated in the original bid documents. **IMPORTANT: CERTIFICATE SHALL SHOW PIMA COUNTY AS ADDITIONAL INSURED AND ADDED ON POLICY BY ENDORSEMENT FOR COMPREHENSIVE AUTOMOBILE LIABILITY.**
- N/A Certificate of Professional Liability Insurance
- X Builder's Risk Insurance including: Fire, Extended Coverage, Vandalism & Malicious Mischief and Theft.
Builder's Risk insurance shall be required on all vertical construction.
The policy should list Pima County as a loss payee.

OTHER REQUIREMENTS

Please remember that Pima County needs to be added as an additional insured to the general liability AND automobile liability policy. Addition of the name "Pima County" at the bottom of the general and auto certificates is NOT sufficient to add Pima County as additional insured. We require either an endorsement adding Pima County as additional insured to each policy (general and auto), a blanket endorsement or completion of the attached additional insured form. Your insurance company should be able to complete this additional insured requirement for you; they can contact me if they have questions.

Christy A. Bustillos
Procurement Design & Construction
Ph.: (520) 724-8414 / Email: Christy.bustillos@pima.gov

Additional Insured for Commercial General Liability and Comprehensive Automobile Liability Endorsement Form (attached)



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
02/10/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Insurance Office of America 1840 E River Rd, Ste 201 Tucson, AZ 85718		PHONE (A/C, Nr, Ext): 520.448-9589	COMPANY Nationwide Insurance Co. of America	
FAX (A/C, No): AGENCY CUSTOMER ID #: INSURED Lloyd Construction and Complete Concrete 2180 N. Wilmot Tucson, AZ 85712		E-MAIL ADDRESS: lin.ebling@ioausa.com SUB CODE:	LOAN NUMBER	POLICY NUMBER C13C3211
		EFFECTIVE DATE 05/01/2016	EXPIRATION DATE 05/01/2017	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Installation Floater - Jobsite Limit	1,000,000	5,000
Temporary Storage Locations	1,000,000	5,000
Property in Transit	1,000,000	5,000

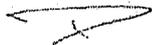
REMARKS (Including Special Conditions)

Job Order Master Agreement for Park Development Services
--

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Pima County - Procurement Department Design & Construction Division 130 W Congress St, 3rd Floor Tucson, AZ 85701-1317	<input type="checkbox"/> MORTGAGEE <input checked="" type="checkbox"/> LOSS PAYEE LOAN #	ADDITIONAL INSURED
	AUTHORIZED REPRESENTATIVE 	

12. Subject to 5. of SECTION III – LIMITS OF INSURANCE, a \$25,000 "occurrence" limit and a \$50,000 "aggregate" limit is the most we will pay under Coverage E - Care, Custody and Control Coverage regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.

13. Subject to 5. of SECTION III – LIMITS OF INSURANCE, the most we will pay for "property damage" under Coverage F - Electronic Data Liability Coverage for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

The following are added:

1. Condition (5) of 2.c.

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

2. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

SECTION V – DEFINITIONS

The following definition is added for this endorsement only:

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM**

SCHEDULE

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE INDEX

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The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in *(Bold Italics)* are likewise for information only and by themselves shall be deemed to grant no coverage.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I - COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction.

B. BROADENED LIABILITY COVERAGES

SECTION II - LIABILITY COVERAGE in Paragraph A. Coverage at 1. Who Is An Insured is amended to include the following:

(Broad Form Insured)

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

- (1) That is a joint venture or partnership,
- (2) That is an "insured" under any other policy,
- (3) That has exhausted its Limit of Insurance under any other policy, or
- (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:

- (1) Currently in effect or becoming effective during the term of this policy; and
- (2) Executed prior to the "bodily injury" or "property damage".

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance**.

For any covered "auto" you own this Coverage Form provides primary coverage.

C. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

- (a) To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (b) To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- (c) For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

D. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE

Coverage is amended as follows:

(TOWING AND LABOR)

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- (a) For private passenger type vehicles or "light trucks" we will pay up to \$75 per disablement. "Light trucks" have a gross vehicle weight (GVW) of 10,000 pounds or less.

- (b) For "medium trucks" we will pay up to \$150 per disablement. "Medium trucks" have a gross vehicle weight (GVW) of 10,001 lbs. to 20,000 pounds.

However, the labor must be performed at the place of disablement.

**(PHYSICAL DAMAGE ADDITIONAL
TRANSPORTATION EXPENSE COVERAGE)**

4. Coverage Extensions

- a. **Transportation Expense** is amended to provide the following limits:

We will pay up to \$50 per day to a maximum of \$1,000. All other terms and provisions of this section remain applicable.

(EXTRA EXPENSE - THEFT)

The following language is added to **4. Coverage Extensions**:

c. **Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

**(RENTAL REIMBURSEMENT AND ADDITIONAL
TRANSPORTATION EXPENSE)**

d. **Rental Reimbursement**

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto" of the private passenger or light truck (10,000 lbs. or less gross vehicle weight) type for which Physical Damage coverages apply.

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.

- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or

- (b) 30 days.

- (3) Our payment is limited to the lesser of the following amounts:

- (a) Necessary and actual expenses incurred; or

- (b) \$35 per day.

- (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

- (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(PERSONAL EFFECTS COVERAGE)

e. **Personal Effects**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured". Personal Effects does not include tools, jewelry, guns, musical instruments, money, or securities.

(AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE)**(Deletion of Audio Visual Equipment Exclusion)****f. Audio, Visual and Data Electronic Equipment Coverage.**

We will pay for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in a covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in a covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."

- (1) We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described above. However, this does not include tapes, records or discs.
- (2) In addition to the exclusions that apply to Physical Damage Coverage with exception of the exclusion relating to audio, visual and data electronic equipment, the following exclusions also apply:
- (3) We will not pay for any electronic equipment or accessories used with such electronic equipment that are:
 - (a) Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
 - (b) Both:

An integral part of the same unit housing any sound reproducing equipment designed solely for the reproducing of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and

Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

- (4) With respect to this coverage, the most we will pay for all "loss" of audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- (a) The actual cash value of the damaged or stolen property as of the time of the "loss";
- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or \$1,000;

minus a deductible of \$100.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

If there is other coverage provided for audio, visual and data electronic equipment, the coverage provided herein is excess over any other collectible insurance.

(AIRBAG ACCIDENTAL DISCHARGE)**D. SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions** is amended as follows:

The following language is added to Exclusion 3.:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

E. AUTO LOAN/LEASE TOTAL LOSS PROTECTION

SECTION III - PHYSICAL DAMAGE COVERAGE - C. Limit of Insurance is amended by adding the following language:

4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease / loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

(GLASS REPAIR - DEDUCTIBLE AMENDMENT)

Under D., Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

F. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under SECTION IV - BUSINESS AUTO CONDITIONS, Subsection A., Loss Conditions, the following is added to paragraph 2. Duties In The Event of Accident, Suit or Loss:

- d. Knowledge of any "accident," "claim," "suit" or "loss" will be deemed knowledge by you when notice of such "accident," "claim," "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation;

- (4) Your members, managers or insurance manager, if you are a limited liability company; or
- (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

G. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

H. UNINTENTIONAL FAILURE TO DISCLOSE

Under SECTION IV - BUSINESS AUTO CONDITIONS, Subsection B. General Conditions, the following is added to 2. Concealment, Misrepresentation Or Fraud:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

I. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under SECTION IV - BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance

Paragraph 5.b. is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage provided by this endorsement, the following are deemed to be covered "autos" you own:
 - (a) Any Covered "auto" you lease, hire, rent or borrow; and

- (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$50,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

- (3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

- (a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.
- (b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

J. EXTENDED CANCELLATION CONDITION

- A. Under **CANCELLATION**, of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:
 - b. 60 days before the effective date of cancellation if we cancel for any other reason

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket if required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured Lloyd Construction Company, Inc.

Effective Policy No.
WCS000109500

Endorsement No.
Premium

Insurance Company
Falls Lake National Insurance

Countersigned by _____



PROCUREMENT DEPARTMENT
DESIGN & CONSTRUCTION DIVISION • 130 W. CONGRESS STREET, 3RD FLOOR • TUCSON, ARIZONA 85701-1317
TELEPHONE (520) 724-3731 • FAX (520) 724-4434

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

M. Anderson Construction Corp.
Insured Firm

TLA0995141
Policy Number

Westfield Insurance Co.
Insurance Carrier

[Handwritten Signature]
Authorized Carrier Signature

Laurie Jakobs
Printed Name

2/8/17
Date of Signature

NOTE: This document must be included with Insurance Certificates at time of signing contract or renewing contract.

CHECK SHEET & TRANSMITTAL

DATE: February 7, 2017

PROJECT: Job Order Master Agreement for Park Services

X Performance Bond (In accordance with the terms in the contract) By initialing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

X Payment Bond (In accordance with the terms in the contract) By initialing here, Our company will supply bonds on a job-order by job-order basis, and the Contracting Department will obtain the appropriate bonds from Contractor upon issuance of a Job Order and release the Delivery Order.

A Certified copy of Power of Attorney of the person signing for the Surety Company must be dated and filed with the bonds.

KINDLY HAVE RESIDENT AGENT COUNTERSIGN THE BONDS (other than the "Attorney in Fact"), AS PROVIDED FOR ON THE BOND FORMS.

INSURANCE

- X Certificate of Evidence of Workers' Compensation for Prime Contractor.
X Certificate of Commercial General Liability Insurance (in the amount as stated in the original bid documents) for Prime Contractor. IMPORTANT: CERTIFICATE SHALL SHOW PIMA COUNTY AS ADDITIONAL INSURED AND ADDED ON POLICY BY ENDORSEMENT FOR COMMERCIAL GENERAL LIABILITY.
X Certificate of Comprehensive Automobile Liability Insurance (in the amount as stated in the original bid documents. IMPORTANT: CERTIFICATE SHALL SHOW PIMA COUNTY AS ADDITIONAL INSURED AND ADDED ON POLICY BY ENDORSEMENT FOR COMPREHENSIVE AUTOMOBILE LIABILITY.
N/A Certificate of Professional Liability Insurance
X Builder's Risk Insurance including: Fire, Extended Coverage, Vandalism & Malicious Mischief and Theft. Builder's Risk insurance shall be required on all vertical construction. The policy should list Pima County as a loss payee. WILL PROVIDE IF VERTICAL JOB

OTHER REQUIREMENTS

Please remember that Pima County needs to be added as an additional insured to the general liability AND automobile liability policy. Addition of the name "Pima County" at the bottom of the general and auto certificates is NOT sufficient to add Pima County as additional insured. We require either an endorsement adding Pima County as additional insured to each policy (general and auto), a blanket endorsement or completion of the attached additional insured form. Your insurance company should be able to complete this additional insured requirement for you; they can contact me if they have questions.

Christy A. Bustillos
Procurement Design & Construction
Ph.: (520) 724-8414 / Email: Christy.bustillos@pima.gov

Additional Insured for Commercial General Liability and Comprehensive Automobile Liability Endorsement Form (attached)

This page has been left blank intentionally.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

contract or agreement to provide for such additional insured.

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BUSINESS AUTO ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM**SCHEDULE**

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:**
 - Additional Insured by Contract, Agreement or Permit
 - Legally Incorporated Subsidiaries
 - Newly Acquired Organizations
- B. Supplementary Payments**
 - Bail Bonds - \$5000
 - Loss of Earnings - \$500
- C. Fellow Employee Exclusion Amendment**
- D. Coverage Extensions**
 - Transportation Expenses
 - Personal Effects (Excess Basis)
- E. Additional Coverages**
 - Expenses paid for returning a stolen covered auto
 - Fire Department Service Charge
- F. Airbag Coverage - Accidental Discharge**
- G. Glass Repair - Waiver of Deductible**
- H. Knowledge and Notice of an Accident, Claim or Suit**
- I. Unintentional Failure To Disclose Hazards**
- J. Worldwide Coverage**
- K. Definitions**
 - Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

A. WHO IS AN INSURED BROADENED

SECTION II - LIABILITY COVERAGE, item A. Coverage, 1. Who Is An Insured is amended to include the following additional paragraphs:

- d.** Any legally incorporated subsidiary of yours in which you own more than

50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

- (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - LIABILITY COVERAGE, item **A. Coverage**, **2. Coverage Extensions**, **a. Supplementary Payments**, subparagraphs **(2)** and **(4)** are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. FELLOW EMPLOYEE EXCLUSION AMENDMENT

SECTION II - LIABILITY COVERAGE, item **B. Exclusions**, **5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

D. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **A. Coverage**, **4. Coverage Extensions**, **a. Transportation Expenses** is replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item **4. Coverage Extensions**:

c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

E. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, **A. Coverage**, is amended to include the following additional coverage items:

- 5. We will pay the expense of returning a stolen covered "auto" to you.

6. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

No deductible applies to this additional coverage.

F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **B. Exclusions**, subparagraph 3.a. is deleted and replaced with the following:

a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

G. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, item **D. Deductible** the following paragraph is added:

No deductible shall apply to glass damage if the glass is repaired rather than replaced.

H. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item **A. Loss Conditions** is amended as follows:

Subparagraph a. under Item **2. Duties In The Event Of Accident, Claim, Suit Or Loss**, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b.(2) under **2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not

mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

I. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, **B. General Conditions**, **2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

J. WORLDWIDE COVERAGE

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, **B. General Conditions**, **7. Policy Period, Coverage Territory**, subparagraph (5) is deleted and replaced with the following:

(5) Anywhere in the world, if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rico or Canada or in a settlement we agree to.
- (c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

K. DEFINITIONS

Under **SECTION V - DEFINITIONS**, Item **C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".