

**PIMA COUNTY PUBLIC WORKS DEPARTMENT**

**PROJECT:** Ina Road Construction Debris Landfill – Phase I Closure (2INARD)

**CONTRACTOR:** Legal name: Falcone Bros & Associates Inc

Address: 15825 N. Equestrian Trail  
TULSON AZ 85739

**CONTRACT NO.**

**BID AMOUNT:** \$ 1,433,333.33

**FUNDING:**

**CONSTRUCTION SERVICES CONTRACT**

This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and Falcone Bros & Associates Inc, hereinafter called CONTRACTOR, collectively referred to as the Parties.

**WITNESSETH**

**WHEREAS**, COUNTY requires, consistent with the provisions of A.R.S. Title 34, the services of a CONTRACTOR to provide all equipment, labor, and materials required to construct the Ina Road Construction Debris Landfill – Phase I Closure Project; and

**WHEREAS**, CONTRACTOR submitted the low responsive, responsible bid in response to IFB-PO-2000052 for the COUNTY for said work and is qualified and willing to provide such services.

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

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

This Contract, as approved by the Board of Supervisors, commences on January 14, 2020, and terminates on, October 31, 2020 unless sooner terminated or further extended pursuant to the provisions of this Contract.

Construction completion time for the work to be performed under this Contract will be **88 working days** after the date of Notice to Proceed. Liquidated damages will be assessed based upon the construction completion time.

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

**ARTICLE 2 – SCOPE OF SERVICES**

CONTRACTOR shall provide for the COUNTY all labor, materials and equipment necessary to complete the Ina Road Construction Debris Landfill – Phase I Closure Project. All work shall be as called for by Pima County Solicitation No. IFB-PO-2000052 Bid Documents, any issued Amendments, **EXHIBIT “B” – General Conditions** (12 pages) and other documents incorporated into this Contract, all made a part hereof.

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## **ARTICLE 18 - NOTICES**

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

### **COUNTY:**

Nancy Cole, RA, Director, Project Management Office  
Public Works Department  
Public Works Building  
201 N. Stone Ave  
Tucson, AZ 85701  
Tel: (520) 724-3612

### **CONTRACTOR:**

Contact Name: GAETANO Falcone  
Position: President  
Firm Legal Name: Falcone Bros & Associates Inc  
Address: 15885 N Equestrian Trail  
City: Tucson State: AZ Zip: 85739  
Telephone: 520-780-2385 Email: ZGAETANO@AOL.COM

## **ARTICLE 19 - NON-EXCLUSIVE CONTRACT**

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

## **ARTICLE 20 - CONTRACT DOCUMENTS**

- A. INCORPORATION OF DOCUMENTS: CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in SOLICITATION NO. IFB-PO-2000052 - Ina Road Construction Debris Landfill - Phase I Closure, EXHIBIT "A" - BID SCHEDULE, EXHIBIT "B" - GENERAL CONDITIONS, BONDS (BID, PAYMENT, AND PERFORMANCE BONDS), SPECIAL PROVISIONS, CONSTRUCTION DOCUMENTS, DRAWINGS AND SPECIFICATIONS, AMENDMENTS, and on information provided in the CONTRACTOR response to this Solicitation. These documents are hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.
- B. ORDER OF PRECEDENCE: In the event of a conflict or inconsistency between or among the Documents incorporated into this Contract, the Contract Documents shall take precedence in the following order:
- This Contract
  - EXHIBIT "B" - General Conditions
  - Special Provisions, Technical Specifications, and Plans
  - Contractor Response to the Solicitation
  - Instructions to Bidders
  - Invitation to Bid

The Parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among Contract Documents. Any such Agreement interpreting the Contract shall be incorporated into the Contract by Amendment.

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

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

**ARTICLE 30 – ISRAEL BOYCOTT CERTIFICATION**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**ARTICLE 31 – ENTIRE AGREEMENT**

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

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

APPROVED:

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST

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

CONTRACTOR:

Ch Falcone Bros & Associates Inc.  
Contractor Firm Name

Anthony Falcone  
Contractor Signature

Anthony Falcone V.P.  
Name and Title (Please Print)

12-16-19  
Date

APPROVED AS TO FORM:

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

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

\_\_\_\_\_  
Date



# EXHIBIT "A" – BID SCHEDULE (1 page)

IFB-PO-2000052

## INA ROAD CONSTRUCTION DEBRIS LANDFILL – PHASE I CLOSURE (2INARD)

The undersigned Bidder hereby acknowledges receipt of the complete Bid Documents for this project and has examined and is familiar with all documents, including those incorporated by reference, which are applicable to this project. BIDDER hereby proposes and agrees to furnish any and all required labor, material, construction equipment, transportation and services for the project in strict conformity with the Bid Documents, at the unit prices set in this Exhibit "A".

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization	LS	1	135,005.33	135,005.33
2	Survey and As-Built Drawings	LS	1	35,000.00	35,000.00
3	Rough Grade Waste & Intermediate Cover Relocation and placement of the Foundation Layer to achieve sub-grade elevations shown on Sheets 3, 4 & 5 (235,493 CY cut, 243,515 CY fill & 8,021 CY net fill)	AC	78	7,000.00	546,000.00
4	Subgrade Preparation	AC	78	2,100.00	163,800.00
5	24" Culvert Pipe - ADS - N-12 WT IB with splash pads	LF	1,194	78.00	93,132.00
6	Rough Grade Perimeter Stormwater Channel and road per 3 & 4/16 <u>excluding</u> the Rip-Rap and Non-Woven Geotextile	LF	10,612	4.00	42,448.00
7	Stormwater Basin B Construction	LS	1	60,000.00	60,000.00
8	Stormwater Basin C Construction	LS	1	20,000.00	20,000.00
9	Basin B Bank Protection Rip Rap (65,722 SF) and 16 oz. Non-Woven Geotextile per Detail 2/16	SF	65,722	3.00	197,166.00
10	Power Pole Protection per Detail 7/14	EA	2	2,500.00	5,000.00
11	Removal of Existing Fencing and Installation of Temporary Fencing	LF	4,581	22.00	100,782.00
12	AZPDES Permit/NOI/BMPs	LS	1	35,000.00	35,000.00
Total Bid				1,433,333.33	

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Any bid that fails to acknowledge any addendum that directly affects cost, scope or schedule will be rejected as nonresponsive.

Amendment #	By (Bidder Initials)	Date	Amendment #	By (Bidder Initials)	Date
1	<i>[Signature]</i>	12/16/19	3	<i>[Signature]</i>	12/16/19
2	<i>[Signature]</i>	12/16/19			

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

SIGNATURE: *[Signature]* DATE: 12/16/19

PRINTED NAME & TITLE: Anthony Falcone V.P.

LEGAL COMPANY NAME: Falcone Bros & Associates TNC.

CORPORATE HEADQUARTERS (CITY, STATE): Tucson ARIZONA

ARIZONA CONTRACTOR'S LICENSE NUMBER: 143810 CLASS: "A" General Eng.

ARIZONA CONTRACTOR'S LICENSE NUMBER: CLASS:

END OF EXHIBIT "A"

## SMALL BUSINESS ENTERPRISE (SBE) ASSURANCES CERTIFICATION

The undersigned, fully cognizant of the Small Business Enterprise (SBE) requirements and of the SBE goal established for this project, hereby certifies that in the preparation of this bid for:

**SOLICITATION NO. IFB-PO-2000052 – Ina Road Construction Debris Landfill Phase I – Closure (2INARD)**

**(Check only one option)**

- ☒ A. Bidder will meet the established SBE subcontracting goals set for this project. Bidder has made appropriate arrangements with certified Small Business Enterprises (SBEs), and has fully completed the "Bidders Statement of Proposed SBE Utilization," which is submitted with the bid. If the Bidder makes this selection, the bidder cannot submit a waiver request. Only **certified** SBE firms whose physical business is located within the Tucson Metropolitan Statistical Area are eligible to meet the SBE goal on this project
- ☐ B. Bidder affirms the bidder has exercised good faith efforts and was **UNABLE** to meet the established SBE subcontracting goal set for the project. Bidder claims it is entitled to a full or partial goal waiver, and bidder submits a fully documented Certificate of Good Faith Effort/Request for Waiver with the bid. The request for waiver will be acted on at the time the recommendation for award is made. The denial of the waiver will result in the determination that the bid is non-responsive.

NOTE: IF Option "A" is selected, Request for Waiver documents are not required.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME & TITLE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

**THE BID MAY BE REJECTED AS NON-RESPONSIVE IF THIS  
CERTIFICATION IS MISSING OR INCOMPLETE.**

**\*\*Note: This form must be filled out completely or bid may be deemed non-responsive\*\***  
**SOLICITATION NO. IFB-PO-2000052 – INA ROAD CONSTRUCTION DEBRIS LANDFILL PHASE – CLOSURE (2INARD)**

I hereby certify by signing below that the foregoing SBE firms shall be contracted to work on the trades identified above and/or supply material and/or equipment for this project. The information shown above is a true reflection of the proposed SBE utilization. **Only certified Small Business Enterprise firms whose primary or headquarters' business location is within the Pima County Statistical Area are eligible to meet the SBE goals on this project.**

DATE: 11/16/19

Anthony Falcone V.P.

Farlane Bros & Associates INC

Pima County Procurement  
IFB-PO-2000052  
Ina Road Construction Debris Landfill  
Phase I - Closure (2INARD REPAIR PROGRAM (RLRRP) PACKAGE NO. 7



# **ARIZONA STATUTORY BID BOND** PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES

KNOW ALL MEN BY THESE PRESENTS THAT: Falcone Brothers & Associates, Inc.  
hereinafter "Principal"), as Principal, and Argonaut Insurance Company  
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of Illinois, with  
its principal offices in the City of Chicago, holding a certificate of authority to transact surety  
business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article  
1, as Surety, are held and firmly bound unto Pima County, Arizona, (hereinafter "Obligee"), in the sum of Ten  
Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described  
below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators,  
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the work titled:

## **IFB-PO-2000052** **INA ROAD CONSTRUCTION DEBRIS LANDFILL PHASE I - CLOSURE**

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter  
into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates  
of insurance as specified in the specifications with good and sufficient surety for the faithful performance of the  
contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the  
event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if  
the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount  
specified in the proposal and such larger amount for which the Obligee may in good faith contract with another  
party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force  
and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona  
Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that  
section to the extent as if it were copied at length herein.

Witness our hands this 27th day of November, 2019.

Falcone Brothers & Associates, Inc.

By: 

Principal

Argonaut Insurance Company  
c/o CMGLA - 20335 Ventura Blvd., Ste. 426  
Woodland Hills, CA 91364

By: 

Stephanie Hope Shear, Attorney-in-Fact

Surety

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Latoria Taylor, Stacey Garcia

Their true and lawful agent(s) and attorney(s)-in-fact; each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

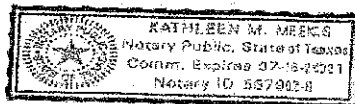
by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 27th day of November, 2019.



James Bluzard

James Bluzard, Vice President-Surety



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of LOS ANGELES )

On NOV 27 2019 before me, SHIRLEY GIGGLES, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer  
personally appeared STEPHANIE HOPE SHEAR  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_